



Società per la Gestione di Attività - S.G.A. S.p.A.

(incorporated with limited liability in the Republic of Italy)

€1,000,000,000

Euro Medium Term Note Programme

Under this €1,000,000,000 Euro Medium Term Note Programme (the **Programme**), Società per la Gestione di Attività – S.G.A. S.p.A. (**SGA** or the **Issuer**) may from time to time issue senior unsubordinated notes (the **Notes**) denominated in euro or any other currency agreed between the Issuer and the relevant Dealer (as defined below).

The maximum aggregate principal amount of all Notes from time to time outstanding under the Programme will not exceed €1,000,000,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency), subject to increase as described herein, in compliance with the relevant provisions of the Programme Agreement as defined under “*Subscription and Sale*”. Notes issued under the Programme will not have denominations of less than €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

The Notes may be issued on a continuing basis to one or more of the Dealers specified under “*General Description of the Programme*” and any additional Dealer appointed under the Programme from time to time by the Issuer (each a **Dealer** and together the **Dealers**, which term shall include the Arranger (as defined below), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus (as defined below) to the **relevant Dealer** shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see “Risk Factors” beginning on page 9.

Application has been made to the Commission de Surveillance du Secteur Financier (the **CSSF**) in its capacity as competent authority under the Luxembourg Act dated 10 July 2005 on prospectuses for securities (the **Prospectus Act 2005**) to approve this document (the **Base Prospectus**) as a base prospectus. This Base Prospectus constitutes a base prospectus in respect of all Notes issued under the Programme for the purposes of Directive 2003/71/EC, as amended (the **Prospectus Directive**). The CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Base Prospectus or the quality or solvency of the Issuer in accordance with Article 7(7) of the Prospectus Act 2005. Application has also been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange’s regulated market and to be listed on the Official List of the Luxembourg Stock Exchange.

References in this Base Prospectus to Notes being listed (and all related references) shall mean that such Notes have been admitted to trading on the Luxembourg Stock Exchange’s regulated market and have been admitted to the Official List of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange’s regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU).

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information not contained herein which is applicable to each Tranche (as defined under “*Terms and Conditions of the Notes*”) of Notes will be set out in a final terms document (the **Final Terms**) or, as the case may be, the Drawdown Prospectus. Copies of Final Terms (or, as the case may be, the Drawdown Prospectus) in relation to Notes to be listed on the Luxembourg Stock Exchange will also be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

Arranger and Dealer

UBS Investment Bank

The date of this Base Prospectus is 25 May 2018.

IMPORTANT NOTICES

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Copies of Final Terms will be available from the registered office of the Issuer and the specified office set out below of each of the Paying Agents (as defined below).

This Base Prospectus must be read and construed together with any supplements hereto and with any information incorporated by reference herein (see "*Documents Incorporated by Reference*") and, in relation to any Tranche of Notes, must be read and construed together with the relevant Final Terms.

The Issuer will offer Notes issued under the Programme through UBS Limited (as a Dealer) and/or any additional dealers appointed from time to time under the Programme, for a specific Tranche of Notes or on an ongoing basis (together with UBS Limited as a Dealer, the Dealers). The details of the relevant Dealer(s) relating to a specific Tranche of Notes will be given in the relevant Final Terms or, as the case may be, Drawdown Prospectus.

The Issuer has confirmed to the Dealers named under "*Subscription and Sale*" below that this Base Prospectus contains all information which is (in the context of the Programme, the issue, offering and sale of the Notes) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Base Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme, the issue, offering and sale of the Notes) not misleading in any material respect; and that all proper enquiries have been made to verify the foregoing.

Neither the Dealers nor any of their respective affiliates have authorised the whole or any part of this Base Prospectus and no representation, warranty or undertaking, express or implied, is made by any of the Dealers or any of their respective affiliates and no responsibility or liability is accepted by any of the Dealers or by any of their respective affiliates as to the accuracy or completeness of the information contained or incorporated by reference in this Base Prospectus or of any other information provided by the Issuer in connection with the Programme. No Dealer accepts any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by the Issuer in connection with the Programme.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer or any of the Dealers that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer and its subsidiaries (the Group) and of the rights attaching to the relevant Notes and reach its own view, based upon

its own judgement and upon advice from such financial, legal and tax advisers as it has deemed necessary, prior to making any investment decision. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Base Prospectus or any Final Terms, nor the offering, sale or delivery of any Notes, shall in any circumstances imply that the information contained in this Base Prospectus is correct at any time subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer since the date hereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented, or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in the Notes of any information coming to their attention.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, (the Securities Act) and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons (see "*Subscription and Sale*").

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and any Final Terms and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Dealers which is intended to permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Final Terms may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the European Economic Area (including the United Kingdom and the Republic of Italy) and Japan, see "*Subscription and Sale*".

PRODUCT GOVERNANCE UNDER DIRECTIVE 2014/65/EU (AS AMENDED)

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the MiFID Product Governance Rules), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

The Final Terms in respect of any Notes will include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, MiFID II) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

IMPORTANT – EEA RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (EEA). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the Insurance Mediation Directive), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as amended, the PRIIPs Regulation) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

SUITABILITY OF INVESTMENT

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of financial markets; and
- (v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

PRESENTATION OF INFORMATION

All references in this document to U.S. dollars, U.S.\$ and \$ refer to United States dollars, and references to euro, Euro and € refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended.

Certain figures included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

USE OF BENCHMARKS

Interest and/or other amounts payable under the Notes may be calculated by reference to an index or a combination of indices and amounts payable on Floating Rate Notes under the Programme may, in certain circumstances, be determined in part by reference to such indices, each as specified in the relevant Final Terms. Any such index may constitute a benchmark for the purposes of the Benchmark Regulation (Regulation (EU) No. 2016/1011 (the Benchmarks Regulation)). If any such index does constitute such a benchmark the applicable Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (ESMA) pursuant to article 36 of the Benchmarks Regulation. Not every index will fall within the scope of the Benchmarks Regulation. Furthermore, the transitional provisions in Article 51 of the Benchmarks Regulation apply such that the administrator of a particular benchmark may not currently be required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence) at the date of the applicable Final Terms.

FORWARD-LOOKING STATEMENTS

This Base Prospectus, including, without limitation, any documents incorporated by reference herein, may contain forward-looking statements, including (without limitation) statements identified by the use of terminology such as "anticipates", "believes", "estimates", "expects", "intends", "may", "plans", "projects", "will", "would" or similar words. These statements are based on the Issuer's current expectations and projections about future events and involve substantial uncertainties. All statements, other than statements of historical facts, contained herein regarding the Issuer's strategy, goals, plans, future financial position, projected revenues and costs or prospects are forward-looking statements. Forward-looking statements are subject to inherent risks and uncertainties, some of which cannot be predicted or quantified. Future events or actual results could differ materially from those set forth in, contemplated by or underlying forward-looking statements. The Issuer does not undertake any obligation to publicly update or revise any forward-looking statements.

INDUSTRY AND MARKET DATA

Certain information regarding markets, market size, market share, market position, growth rates and other industry data pertaining to the Issuer's business contained in this Base Prospectus consists of estimates based on data reports compiled by professional organisations and analysts, on data from other external sources, and on the Issuer's knowledge of sales and markets. In many cases, there is no readily available external information (whether from government bodies or other organisations) to validate market-related analyses and estimates, requiring the Issuer to rely on internally developed estimates. In respect of information in this Base Prospectus that has been extracted from a third party, the Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. Although the Issuer believes that the external sources used are reliable, the Issuer has not independently verified the information provided by such sources.

ALTERNATIVE PERFORMANCE MEASURES

This Base Prospectus, and the documents incorporated by reference hereto, contains certain alternative performance measures (APMs), complete with an explanation of the criteria used to construct them, in addition to the IFRS financial indicators obtained directly from the audited financial statements of the Issuer for the years ended 31 December 2017 and 2016, each incorporated by reference into this Base Prospectus under the section "Documents Incorporated by Reference", and which are useful to present the results and the financial performance of the Issuer.

For information regarding the APMs, including an explanation of the criteria used to construct them, see paragraph headed "Alternative Performance Measures" in the section headed "*Description of the Issuer*".

The Issuer believes that these APMs provide useful supplementary information to investors and that they are commonly used measures of financial performance complementary to, rather than a substitute for, IFRS financial indicators, since they facilitate operating performance and cash flow comparisons from period to period, time to time and company to company.

It should be noted that these financial measures are not recognised as a measure of performance or liquidity under IFRS and should not be recognized as an alternative to operating income or net income or any other performance measures recognised as being in accordance with IFRS.

These measures are not indicative of the historical operating results of the Issuer, nor are they meant to be predictive of future results. Since all companies do not calculate these measures in an identical manner, the Issuer's presentation may not be consistent with similar measures used by other companies. Therefore, undue reliance should not be placed on such data.

STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

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RISK FACTORS

Any investment in the Notes is subject to a number of risks. Prior to investing in the Notes, prospective investors should carefully consider risk factors associated with any investment in the Notes, the business of the Issuer and the industry(ies) in which it operates together with all other information contained in this Base Prospectus, including, in particular, the risk factors described below, including any document incorporated by reference herein.

The Issuer believes that the following risk factors may affect its ability to fulfil its obligations under the Notes issued under the Programme and/or may have a negative impact on the price of the Notes resulting in a partial or total loss of the investment of the Noteholders. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the market risks associated with the Notes issued under the Programme are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer, based on information currently available to it or which it may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including, without limitation, any documents incorporated by reference herein) and reach their own views prior to making any investment decision, based upon their own judgement and upon advice from such financial, legal and tax advisers as they have deemed necessary.

References in these "Risk Factors" to the "Terms and Conditions" are to the Terms and Conditions of the Notes appearing elsewhere in this Base Prospectus and as completed by the Final Terms of the relevant Tranche of Notes. Words and expressions defined in "Applicable Final Terms", "Terms and Conditions of the Notes" or elsewhere in this Base Prospectus have the same meaning in this section. Prospective investors should read the entire Base Prospectus.

Risk Factors relating to the Issuer

Risk Factors relating to the Issuer

The Notes are neither secured nor the subject of a guarantee

No security interest has been created by SGA for the benefit of the Noteholders in order to secure their rights under the Notes, nor will any guarantee be issued by the Republic of Italy or any other entity in favour of the Noteholders. Consequently, the Issuer will meet its payment obligations under the Notes through the result of its business activities (see further "*Description of the Issuer – Business*"). In particular, payments of interest and principal under the Notes are envisaged to be paid out of the general assets (*Patrimonio Generale*) of SGA. The BPVi/VB Receivables form part of dedicated assets pools (*Patrimoni Destinati*) that have been constituted by SGA, which are segregated from the general assets (*Patrimonio Generale*) of the Issuer. These dedicated asset pools are not generally available to SGA to pay interest, principal or other amounts under the Notes, unless (and to the extent) made available to SGA *Patrimonio Generale* in accordance with the Receivables Transfer Agreements, and Noteholders will not have any claims against such *Patrimonio Destinato*. See further risk factor "*The BPVi/VB Liquidators have a claim over the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato*" below.

The BPVi/VB Liquidators have a claim over the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato

Noteholders will not have any recourse to assets forming part of the Gruppo Vicenza *Patrimonio Destinato* and the Gruppo Veneto *Patrimonio Destinato* which have been constituted by SGA pursuant to Law Decree no. 99 of 25 June 2017 and Law Decree no. 221 of 22 February 2018 issued by the Italian Ministry of the Economy and Finance

(see further “*Description of the Issuer – History*” and “*Regulatory Framework – Assignment of the BPVi/VB Receivables to the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato*”), or to any other dedicated asset pools that may be constituted by SGA in the future, save to the extent any part of the assets forming part of each such dedicated asset pool will be paid by such patrimonio destinato to the Patrimonio Generale of SGA or will otherwise be made available to meet payments in respect of the Notes. The claim of the BPVi/VB Liquidators for the purchase price of the BPVi/VB Receivables is to be met by the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato out of the amounts recovered in respect of the receivables, net of certain other items to be paid out of such recoveries including, *inter alia*, the periodic amount due and payable to SGA (see description of SGA’s Share of Recoveries in “*Description of the Issuer – Acquisition of the BPVi/VB Receivables – SGA’s Share of Recoveries*”). Given that SGA’s Share of Recoveries is calculated as a percentage of the gross book value of the receivables, it is expected to provide SGA with a steady source of income - regardless of the performance of the BPVi/VB Receivables - sufficient to enable SGA to meet the periodical payments of interest and, upon scheduled maturity, the repayment of principal under Notes that SGA resolves to issue from time to time under the Programme. In addition, pursuant to the Receivables Transfer Agreements, amounts in respect of loans or financial instruments obtained or issued (also on account of the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato) by SGA, to the extent attributed from time to time to each of the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato, are to be deducted from the recoveries before any Purchase Price Instalment will be paid to the BPVi/VB Liquidators. This means that if net proceeds from the issuance of the Notes are being on-lent by SGA to the Gruppo Vicenza Patrimonio Destinato and/or the Gruppo Veneto Patrimonio Destinato, the related portion of the interest and principal (re)payments arising thereunder will be attributed to the Gruppo Vicenza Patrimonio Destinato or, as the case may be, the Gruppo Veneto Patrimonio Destinato. See further “*Description of the Issuer – Acquisition of the BPVi/VB Receivables – Purchase Price*”. To the extent that net proceeds from the issuance of the Notes are not on-lent to the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato, they will remain part of SGA’s Patrimonio Generale.

Risk factors relating to the macroeconomic environment

SGA’s activities are conducted primarily in Italy. As such, its business is affected by the economic conditions of Italy, which are in turn influenced by European and global economic conditions.

The current macroeconomic environment is still characterised by significant uncertainty linked to: (i) economic trends relating to recovery expectations and consolidation of the growth dynamics of the economies of countries such as the United States and China, which have been subject to substantial growth also in recent years; (ii) future developments in the monetary policy of the European Central Bank (“ECB”) in the Eurozone and of the Federal Reserve in the dollar-zone, as well as the policies implemented by the various countries to encourage competitive devaluation of their currency; (iii) the sustainability of sovereign debt of some countries including Italy and related tensions that are more or less recurring on financial markets; and (iv) recent developments in connection with the referendum held in the United Kingdom pursuant to which the United Kingdom will exit the European Union (so-called “**Brexit**”). In the latter respect, the impact that the United Kingdom’s exit from the European Union may produce on the United Kingdom’s economy, the international economy as a whole, the financial markets and the situation of the Republic of Italy is not foreseeable at this time.

The economic conditions of Italy

SGA is exposed to the economic, market and fiscal conditions of Italy, the main market in which it operates. If the Italian economy suffers a material downturn for a prolonged period of time, this could increase unemployment levels in general and may also affect assigned debtors; this would, in turn, have a negative impact on recoveries on SGA’s receivables under management due to the inability of assigned debtors to make payments. In addition to non-performing receivables owed by debtors that are already insolvent or in similar circumstances, the BPVi/VB Receivables also comprise unlikely-to-pay and past due receivables and various economic trends, in particular downward macroeconomic factors, may contribute to a worsening of these assigned debtors’ economic conditions and therefore prejudice their ability to pay amounts owing in respect of the assigned receivables, including in relation to any new disbursements or new lines of credit that Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato may - with a view to maximising the realisation value of the UTP/PD Commitments - decide to grant to the assigned debtors.

Despite the several initiatives of supranational organisations to deal with the heightened sovereign debt crisis in the euro area, global markets remain characterised by high volatility. Any further acceleration of the European

sovereign debt crisis could likely significantly affect, among other things, the conditions of the Italian economy. The political instability that Italy is currently witnessing following the outcome of the 4 March 2018 elections may furthermore delay the recovery of the Italian economy, depending on the strategies that will be implemented by the new government if and when formed. Any deterioration, or delay in the recovery, of the Italian economy would have a material adverse effect on SGA, in light of its significant exposure to the Italian economy.

Inability to recover the expected amounts on receivables under management and forecasted cash flows may prove inaccurate

SGA makes assumptions of gross recoveries and recovery costs of its receivables under management, which may differ (also significantly) from the actual levels of recoveries and costs incurred.

A decrease, or delay, of the expected recoveries could have a direct impact on the revenues and cash flow of SGA. In particular, forecasted recoveries of the BPVi/VB Receivables and related cash flows are based on a number of assumptions, including analysis of historical recoveries of these receivables whilst under management by their originators. Historical recoveries are influenced by factors such as the then prevailing general economic conditions and applicable legislation which are subject to changes, as well as by the recovery strategies adopted by the originators which are not indicative of the strategy to be adopted by SGA's recovery and servicing teams. Although SGA has duly factored in these considerations when developing its projections, there can be no assurance that there will be no significant shortfalls between the forecasted recoveries of the BPVi/VB Portfolios on the one hand, and the timing and amount of actual recoveries on the other hand.

There can be no assurances that any of the current or future claims comprised in the receivables under management by SGA will eventually be collected. Amounts recovered may be less, and the recovery period may be significantly longer, than expected. In the case of the BPVi/VB Receivables in particular, these receivables have been assigned to the Gruppo Vicenza/Gruppo Veneto Patrimoni Destinati in the absence of prior due diligence on a significant portion of the portfolios and it has not been possible for SGA to verify the integrity or completeness of the documentation underlying the receivables. These factors, together with defects and shortcomings in the historical database as well as other critical issues and potential difficulties and delays that might arise in the context of the migration process, could compromise the ability of SGA to administer efficiently and to recover these receivables. This difficulty has been expressly acknowledged by the BPVi/VB Liquidators in the Receivables Transfer Agreements, and the agreements furthermore expressly provide that in no circumstances shall the Gruppo Vicenza/Gruppo Veneto Patrimoni Destinati be liable towards the BPVi/VB Liquidators for the failure to recover (in whole or in part) the BPVi/VB Receivables as a result, *inter alia*, of the invalidity or non-existence of any BPVi/VB Receivables or of the cessation of any collateral or privileges assisting the BPVi/VB Receivables.

Furthermore, SGA receives a payment for its management of the BPVi/VB Receivables that is calculated on the basis of the gross book value of the receivables (see further paragraph headed "*SGA's Share of Recoveries*" in "*Description of the Issuer – Recent Developments – Acquisition of the BPVi/VB Receivables*"), which amount is therefore determined not on the basis of the actual recoveries. In this connection, even though SGA's Share of Recoveries is calculated as a percentage of such receivables' gross book value and therefore not directly linked to the actual amounts recovered, SGA's Share of Recoveries are nonetheless intended to be paid out of recoveries on the BPVi/VB Receivables, which are meant to fund also (*inter alia*) interest and other amounts relating to loans or financial instruments obtained or issued by SGA, to the extent allocated to each of the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato, as well as costs and expenses (including legal fees) incurred in connection with the ownership, management, recovery and realisation of the BPVi/VB Receivables. Accordingly, if the BPVi/VB Portfolios fail to generate an adequate level of recoveries, there may not be sufficient resources to meet the payment of those amounts (including SGA's Share of Recoveries, costs and expenses (including legal fees) incurred in connection with the ownership, management, recovery and realisation of the BPVi/VB Receivables and, to the extent all or part of the proceeds from issuance of Notes will be allocated to either Patrimonio Destinato, the related amount of interest payments on the Notes) intended to be paid out of these recoveries. If SGA does not receive promptly the SGA's Share of Recoveries or any other amounts owing to SGA by the Gruppo Vicenza/Gruppo Veneto Patrimoni Destinati, or if recoveries from its other receivables under management fail to provide SGA with adequate revenues to fund its operating costs, SGA may – in the absence of other liquidity available to meet the shortfall in its revenues – experience difficulties covering its fixed costs and may have to take measures to reduce costs, including cuts in its debt recovery personnel. Any such move could lead to disruptions in SGA's operations, and could potentially adversely affect SGA's financial condition and its ability to meet payments under the Notes.

Risks relating to acquisition of the BPVi/VB Portfolios

The recent acquisition of the BPVi/VB Portfolios involves risks due to the difficulties inherent in taking on new receivables under management. The size of the BPVi/VB Portfolios – significantly larger than the portfolios managed by SGA to date – represents a significant challenge to SGA’s management to plan, organise, follow up on and control its recovery operations and to continuously monitor developments. In particular, the onboarding of the BPVi/VB Portfolios has involved an expansion of SGA’s organisational structure and information technology infrastructure as well as a series of other actions in accordance with an Industrial Plan that is currently being finalised. See further “*Description of the Issuer – SGA’s Portfolio Management Platform*”. SGA may face delays or difficulties in implementing process and system improvements, and the implementation costs of these actions may exceed anticipated amounts. SGA’s ability to manage effectively the growth in size of its receivables under management and the corresponding expansion of its operations depends furthermore on the existence of an efficient internal control and financial reporting system, which has similarly been enhanced recently: see further “*Description of the Issuer – Control Functions*”. However, there can be no assurance that the measures implemented in order to monitor and supervise operations are adequate and enable SGA’s control functions to detect all irregularities.

Any of the aforementioned events could have a material adverse effect on SGA’s business, results of operations or financial condition, and may negatively impact the Issuer’s ability to perform its obligations under the Notes.

Pursuant to the Receivables Transfer Agreements, prior to approval of the Industrial Plan by the board of directors, SGA shall – within ninety days after the Legal Effective Date (being 11 April 2018) deliver a draft of the plan to the BPVi/VB Liquidators who may submit in writing their proposed amendments within 30 working days thereafter. The Board of Directors of SGA shall approve the Industrial Plan autonomously and, to the extent any amendments proposed by the BPVi/VB Liquidators are not accepted, illustrate to the BPVi/VB Liquidators the reasons therefor. The Industrial Plan as a whole in relation to the management of the BPVi/VB Receivables is yet to be finalised and approved by SGA’s Board of Directors at the date of the Base Prospectus. Although many policies and procedures relevant to the day-to-day administration and recovery activities are already available, some of these policies and procedures are still being fine-tuned and may need to be amended or adapted to reflect comments received from the BPVi/VB Liquidators. Any delay in finalising the definitive policies and procedures and approval of the Industrial Plan could adversely impact the administration and recovery of the BPVi/VB Receivables, and therefore SGA’s results of operations and financial condition.

Recovery of non-performing receivables is subject to inherent uncertainties

The BPVi/VB Portfolios as well as the residual Banco di Napoli Receivables, the Isveimer Receivables and the GRAAL Receivables are comprised of defaulted, unlikely-to-pay and past due receivables. The recovery of these receivables depends largely on the ability of SGA to implement the most appropriate and effective recovery strategy, taking into account (*inter alia*) the value of any underlying collateral, the status of the judicial proceedings and out-of-court negotiations as well as costs to be incurred in the recovery process. A part of the receivables under management by SGA are currently the subject of insolvency, recovery or enforcement proceedings at varying stages before competent courts which, in the Republic of Italy, generally take a considerable amount of time depending on the type of action required and in which court such action is taken. Factors which can have a significant effect on the length of proceedings include the following: (i) certain courts may take longer than the national average to enforce the receivables; (ii) more time will be required for the proceedings if it is necessary first to obtain a payment injunction or if the assigned debtor raises a defense or counterclaim to the proceedings; (iii) opposition by the assigned debtors; and (iv) assigned debtors becoming subject to bankruptcy proceedings. The length of the judicial proceedings together with legal and judicial costs will negatively affect the amounts that can be recovered, and the timing of the recoveries.

It is possible that some of the BPVi/VB Receivables have not been proactively managed since at least 25 June 2017, as a consequence of the financial difficulties of their originators, ECB’s declaration of them failing or likely to fail and their subsequent winding up, and SGA may not be able to assume a proactive management of all of the receivables comprised in the BPVi/VB Portfolios immediately. A prolonged period of inertia would likely have a negative impact on the recovery process of these receivables.

SGA’s business is concentrated in a single market segment

At the date of this Base Prospectus, SGA's business activities is comprised primarily of the servicing and recovery of non-performing exposures, primarily in Italy. The concentration of SGA's business in this market segment and therefore the absence of significant revenues from other areas of activities exposes SGA to the risk of any downward trend in the profitability of this market segment, which is also influenced by the economic conditions of Italy and by the macroeconomic environment. See further risk factors headed "*The economic conditions of Italy*" and "*Risk factors relating to the macroeconomic environment*" above.

In addition, many other local and pan-European operators are present in this market segment, some of whom have greater financial and human resources than SGA, or offer a wider and integrated range of financial services in addition to debt recovery that may prove more attractive to originators. SGA's inability to compete effectively in this market segment outside the context of mandates granted to SGA pursuant to law decrees may have an adverse impact on its goal of becoming a leading player in the Italian NPE market and therefore its future prospects.

SGA is dependent on its senior management team and key employees

SGA's future success partially depends on the skills, experience and efforts of its senior management and other key employees who possess critical knowledge about its operations, many of whom have only recently joined SGA, and its ability to retain such members of the management team and other key employees.

Receivables recovery operations require highly skilled personnel with experience and expertise in judicial and extrajudicial procedures. SGA's ability to effectively manage its receivables under management and to implement its Industrial Plan depends on its ability to retain and motivate its pre-existing and newly recruited personnel as well as to attract additional qualified employees in the future. The loss of the services of any senior manager or key employees could have a material adverse effect on SGA's business, results of operations and financial condition.

SGA is dependent on the reliability of its models and analytical tools

SGA uses internally developed models and analytical tools to project cash flow generation from its receivables under management. There can be no assurance that SGA's managers will not make material mistakes or errors in judgments when utilising these models and tools. It is furthermore possible that the projections prove inaccurate and/or impossible to achieve.

The accuracy of the projections developed depends, to some extent, on the accuracy and reliability of data and information sourced from third parties, as to which SGA has no control, as well as the accuracy and reliability of data contained in the loan files obtained from the originators of the receivables. If such data and information prove incorrect, this could lead to miscalculations in SGA's projections, potentially resulting in the adoption of erroneous recovery strategy by SGA's recovery and servicing teams.

SGA can provide no assurances that it will achieve the forecasted recoveries within the specified time periods, or at all, and a significant delay in recoveries could have a material adverse effect on SGA's business, results of operations and financial condition.

SGA's historical operating results and recoveries are not indicative

Prior to the acquisition of the BPVi/VB Portfolios, SGA has been engaged primarily in the recovery of the Banco di Napoli Receivables, the Isveimer Receivables and the GRAAL Receivables (see further "*Description of the Issuer – Business – The Banco di Napoli Receivables, the Isveimer Receivables and the GRAAL Receivables*").

The acquisition of the BPVi/VB Portfolios has significantly increased the size of SGA's receivables under management. The BPVi/VB Portfolios comprise – in addition to defaulted loans – also unlikely-to-pay and past due receivables, as well as (in the case of the VB Portfolio only) defaulted, unlikely-to-pay and past due leases.

For these reasons, the historical performance of SGA in the recovery of the Banco di Napoli Receivables, the Isveimer Receivables and the GRAAL Receivables will not be indicative of its future performance in the recovery of the BPVi/VB Portfolios that are significantly different both in terms of size, composition and nature.

The audited annual financial statements of the Issuer as of and for the financial years ended 31 December 2017 and 2016 incorporated by reference in the Base Prospectus do not take into account the acquisition of the BPVi/VB Portfolios

Pursuant to the Receivables Transfer Agreements, the economic effect of the acquisition of the BPVi/VB Portfolios (save for selected receivables whose assignment is subject to the satisfaction of conditions precedent) was as of 1 January 2018. See further the paragraph headed “Recent Developments – Acquisition of the BPVi/VB Receivables – The Receivables Transfer Agreements” in the section “Description of the Issuer”. Therefore, the audited annual financial statements of the Issuer as of and for the financial years ended 31 December 2017 and 2016 incorporated by reference in the Base Prospectus do not take into account the acquisition of the BPVi/VB Portfolios. Furthermore, the Issuer has not prepared any pro forma financial statements to take account of the acquisition of the BPVi/VB Portfolios. The annual financial statements of the Issuer as of and for the financial years ended 31 December 2017 and 2016 are not indicative of what SGA’s operating performance would have been if the acquisition of the BPVi/VB Portfolios had taken place as of an earlier date or of its future performance. As a result, it is difficult to identify trends in such financial statements.

SGA may not be able to successfully implement, and maintain, a fully integrated front-back office information technology infrastructure

The success of SGA’s operations is highly dependent on its ability to implement an information technology architecture with fully integrated back-end and front-end platforms. See further “Description of the Issuer – SGA’s Portfolio Management Platform – Information Technology Infrastructure”. The maintenance of an efficient information technology infrastructure platform subjects SGA to costs and risks associated with maintaining, upgrading and replacing these systems and to update the underlying technologies which are constantly evolving and are subject to potential defects.

The aforementioned actions will require SGA to invest both capital expenditures as well as management time, and inability to anticipate, adopt or manage the necessary technological upgrades and/or corrections on a timely basis could have a material adverse effect on SGA’s operations.

SGA’s information technology infrastructure has recently undergone a significant overhaul, and certain processes are still being finalised. There can be no assurance that the platform will operate smoothly, or that the system will be able to achieve what it sets out to achieve. Additional improvements that may prove necessary may cause delays in SGA’s daily operations and may require additional capital resources that have not been budgeted.

Unavailability of documentation relevant to the receivables

For those newly acquired BPVi/VB Receivables whose recovery strategy involves the continuation or commencement of enforcement action through legal proceedings, SGA may discover that it is unable to produce underlying documentation (for example, account statement, schedule(s) to the loan agreement, correspondence with the assigned debtor) required to be submitted to the competent court, as a result of those documentation not being handed over (or incomplete documentation being provided), despite the undertakings given by the BPVi/VB Liquidators under the Receivables Transfer Agreements.

Moreover, the absence of all relevant documentation pertinent to the receivables will impede proper analyses of the loan files and adversely affect the efficacy and effectiveness of the judicial/extra-judicial recovery strategy adopted. Any defect in the documentation on the BPVi/VB Receivables made available to SGA could - if such documentation turns out to be legally unenforceable as a result of such defect - furthermore limit the availability of litigation as a recovery tool and prejudice the successful pursuit of those legal proceedings that have already commenced.

Risks relating to SGA’s investments in the Italian Recovery Fund and Banca Carige

SGA is subject to the risk arising out of its exposure to the Italian Recovery Fund (formerly, the Atlante II Fund). Together with other primary Italian banking and insurance entities, SGA entered into irrevocable commitments to subscribe units in the fund. SGA made an overall commitment of €520 million, of which €265 million was paid as at 31 December 2017. For the purposes of evaluating SGA’s exposure to concentration risks and compliance with applicable limits on “Large Exposures”, the look-through approach is adopted given the nature of the underlying investments of the Italian Recovery Fund. See further “Description of the Issuer – Other investments and activities – Italian Recovery Fund”.

The Italian Recovery Fund is periodically valued on the basis of the assets comprised in its portfolio. Therefore, SGA’s investments in the fund is exposed to fluctuations in the fund’s value. SGA is similarly exposed to

fluctuations in the value of its investment in Banca Carige See further *“Description of the Issuer – Other investments and activities – Banca Carige”*.

These fluctuations (if negative) could have an adverse impact on SGA’s financial condition. See further Part B (*Information on the Balance Sheet*), Section 4 (*Available-for-sale financial assets – item 40*) of the explanatory notes to SGA’s financial statements as at and for the year ended 31 December 2017 and *“Description of the Issuer – Business - Other investment and activities”*.

Risks relating to laws and regulations

As a financial intermediary enrolled on the special register pursuant to Article 106 of the Consolidated Banking Act, SGA is subject to regulations applicable to financial intermediaries and regulatory supervision by the Bank of Italy. These regulations set forth rules relating to capital adequacy, risk control and business conduct applicable to financial intermediaries in general. See further the section headed *“Regulatory Framework – Financial intermediaries regulations”*. The Issuer’s operations are furthermore subject to other local laws and regulatory supervision in relation to data protection, anti-corruption, anti-money laundering, antitrust and administrative actions. Failure to comply with the applicable laws and regulations and other requirements could result in intervention by the regulators and/or imposition of sanctions. Any material failure to process customer data in compliance with data protection laws and regulations could result in revocation of the Issuer’s licence to service and recover debt, imposition of monetary fines as well as criminal charges. Changes in the regulatory framework may also lead to more stringent capital and liquidity requirements, and may result in the Issuer having to make additional provisions or reserves, or to increase its own funds in the future by raising capital in the form of debt financing, hybrid capital or additional equity, which may not be available on attractive terms, or at all. Any of these events could have a material adverse effect on the Issuer’s business, results of operations or financial condition.

The Issuer collects, stores and processes sensitive personal data belonging to assigned debtors

In the context of its receivables recovery activities, the Issuer collects, stores and processes sensitive personal data belonging to assigned debtors. Such data is stored and protected in SGA’s information technology infrastructure platform with determined protocols and limitations for access and utilisation, to avoid unauthorised use, misappropriation or disclosure. There can, however, be no assurance that these protocols will be fully effective and that adequate remedies will be readily available in case of unauthorised uses or disclosures, and the Issuer may be subject to unforeseen events, entirely or partly out of the control of the Issuer which results in the authorised disclosure of such data (including, for example, fraud, deception or losses resulting from the disloyalty of employees and/or from the violation of protocols, IT virus (cyber attacks or the malfunction of electronic and/or communication services). A failure to protect the personal data of assigned debtors from unauthorised uses or disclosures could result in a breach by SGA of privacy law and other applicable legislation.

The Issuer is involved in disputes, investigations and legal proceedings which could have a material adverse effect

The Issuer is and may become involved in administrative, civil, regulatory, criminal or tax proceedings as part of its ordinary course of business which, if resolved negatively for the Issuer, could have an adverse effect on its results of operations or financial condition. See further *“Description of the Issuer – Litigation”*.

The Issuer is exposed to reputational risk

SGA’s ability to collect debt in an accurate manner and to treat assigned debtors justly and equitably is important to its reputation as a leading operator in the receivables management and recovery market segment. This reputation is furthermore important in SGA’s bid to obtain new servicing mandates from originators and in its dealings with the regulators. The recovery and enforcement of debt involves complex interpretations of the law and of the contractual terms governing the relevant receivables, and any error in such interpretations would impact the recovery strategy adopted by SGA’s loan managers and could expose SGA to potential challenges by assigned debtors and regulators alike. Although SGA has implemented procedures aimed at identifying inaccuracies and inconsistencies in its recovery processes and endeavours to promptly remedy any such inaccuracies and to address any such inconsistencies, there can be no assurance that SGA will not face complaints or claims from assigned debtors or inquiries and investigations by the regulators as a result of any incorrect behaviour or practice that falls short of the industry standard. Any of the foregoing events could have a detrimental impact on SGA’s business.

Other risk factors affecting SGA

Credit Risk

SGA is exposed to credit risk through, amongst other things, losses arising on loan positions and other receivables owned by SGA, arising from the default of the assigned debtors or a worsening of their credit-worthiness. Failure to recover amounts owing from (or to reach any satisfactory debt restructuring arrangements with) the unlikely-to-pay or past due assigned debtors or from defaulted assigned debtors in the context of enforcement proceedings would adversely affect SGA's revenues. In the case of the BPVi/VB Receivables, the claim of the BPVi/VB Liquidators for the purchase price is to be paid by each Patrimonio Destinato out of the actual recoveries, after having deducted certain items specified in the Receivables Transfer Agreements including, *inter alia*, losses realised in respect of the assigned receivables. See further "*Description of the Issuer – Acquisition of the BPVi/VB Receivables – Purchase Price*".

From time to time, SGA may also invest in interest bearing securities, resulting in counterparty risk on the issuers of such securities which could have an adverse effect on SGA's results of operations and financial condition. For a description of SGA's credit risk management policies, see paragraph 3.1 of Part D, Section 3 (*Information on risks and on relevant hedging policies*) of the notes to the financial statements of SGA as at and for the year ended 31 December 2017.

Market and liquidity risk

SGA is subject to market and liquidity risks in relation to its assets held as liquidity reserve (mostly interest bearing securities). Market risk means the risk of losses arising from adverse fluctuations of the value of assets (or financial exposures), including securities, which may decrease (or increase) following the fluctuations of some market conditions. Such risk may arise from the fluctuations of interest rates, credit spread, exchange rates, share prices or any other fluctuating parameter, such as market volatility and the implied possibilities of default of the various financial assets. Liquidity risk consists of the risk arising out of the lack of funds needed in the ordinary course of business and, as a consequence thereof, in the risk arising out of the inability to fulfil payment obligations when due. If any of the aforementioned risks materialise, this could have a material adverse effect on SGA's liquidity and operations, with potential impact on the Issuer's ability to perform its obligations in respect of the Notes. For a description of SGA's market and liquidity risk management policies, see paragraphs 3.2 and 3.4 of Part D, Section 3 (*Information on risks and on relevant hedging policies*) of the notes to the financial statements of SGA as at and for the year ended 31 December 2017.

Operational risk

Operational risk is defined as the possibility of incurring losses due to inadequate or malfunctioning procedures, human resources and internal systems, or due to external events. This category of risks includes, among other things, losses resulting from fraud, human error, interruptions of operations, system unavailability and breaches of contract. SGA has defined a series of corporate governance and internal regulations to identify, monitor and address operational risks. However, there can be no assurance that the measures implemented by SGA in order to monitor and supervise operational risks are effective and sufficient to mitigate such risks for SGA. For a description of SGA's operational risk management policies, see paragraph 3.3 of Part D, Section 3 (*Information on risks and on relevant hedging policies*) of the notes to the financial statements of SGA as at and for the year ended 31 December 2017.

Risk Factors relating to the Notes

Suitability of the Notes as an investment

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any supplement thereto;

- (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from its own currency;
- (iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of financial markets; and
- (v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by competent authorities. Each potential investor should consult its legal advisers to determine whether and to what extent: (1) Notes are legal investments for it; (2) Notes can be used as collateral for various types of borrowing; and (3) other restrictions apply to its purchase of the Notes. Investors that are financial institutions should consult their legal advisers to determine the appropriate treatment of Notes under applicable risk-based capital or similar rules.

There is no active trading for the Notes currently

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. Although application has been made for Notes issued under the Programme (that are intended to be listed) to be admitted to the Official List and traded on the regulated market of the Luxembourg Stock Exchange, there is no assurance that such application will be accepted, that any particular Tranche of Notes will be so admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes. Illiquidity may have a material adverse effect on the market value of Notes.

Early redemption of the Notes for tax reasons

In the event that (i) the Issuer has or will become obliged to pay additional amounts in respect of the Notes due to 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 having power to tax, or (ii) if early redemption for tax non-deductibility is specified as applicable to the Notes in the Final Terms and deductibility of interest payable by the Issuer in respect of the Notes is materially reduced for Italian income tax purposes, in each case, as a result of changes, amendments or clarifications to applicable laws and regulations, all as better specified in Condition 7.2 (*Redemption for tax reasons*), the Issuer may exercise its option to redeem all outstanding Notes.

Notes subject to optional redemption by the Issuer

Any optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Fixed Rate Notes

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of such Notes.

Floating Rate Notes

The Issuer may issue Notes with interest determined by reference to the CMS Rate (a “**Relevant Factor**”). Potential investors should be aware that:

- (i) the market price of such Notes may be very volatile;
- (ii) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices,
- (iii) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on payments on the Notes is likely to be magnified; and
- (iv) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

Furthermore, with regard to Floating Rate Notes, where the Reference Rate used to calculate the applicable Rate of Interest turns negative, the Rate of Interest will be below the Margin or may be zero. Where the Rate of Interest is equal to zero, the holders of such Floating Rate Notes may not be entitled to interest payments for certain or all interest periods.

Notes issued at a substantial discount or premium

The market value of Notes issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the Notes, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Maximum/Minimum Rate of Interest

To the extent that a Minimum Rate of Interest applies, investors should consider that where the interest rate does not rise above the level of Minimum Interest Rate, comparable investments in notes which pay interest based on a fixed rate which is higher than the Minimum Interest Rate are likely to be more attractive to potential investors than an investment in the Notes. Under those conditions, investors in the Notes might find it difficult to sell their Notes on the secondary market (if any) or might only be able to realise the Notes at a price which may be substantially lower than the nominal amount.

To the extent that a Maximum Rate of Interest applies, investors should be aware that the Rate of Interest is capped at such Maximum Interest Rate level. Consequently, investors may not participate in any increase of market interest rates, which may also negatively affect the market value of the Notes.

No credit rating

Notes issued under the Programme will not be rated by any credit rating agency. However, one or more independent credit rating agencies may assign credit ratings to the Notes. Where an issue of Notes is rated, investors should be aware that: (i) such rating will reflect only the views of the rating agency and may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors that may affect the value of the Notes; (ii) a rating is not a recommendation to buy, sell or hold securities and may be subject to review, revision, suspension, reduction or withdrawal at any time by the assigning rating agency; and (iii) notwithstanding the above, an adverse change in a credit rating could adversely affect the trading price for the Notes.

In addition, in relation to unsolicited ratings the Issuer is under no obligation to disclose any such ratings in the Final Terms or in any Supplement to this Base Prospectus.

EU reform of “benchmarks”

The London Interbank Offered Rate (“**LIBOR**”), the Euro Interbank Offered Rate (“**EURIBOR**”) and other indices which are deemed “benchmarks” (“**Benchmarks**”) are the subject of recent national, international and other regulatory guidance and proposals for reform. Key international reforms of Benchmarks include IOSCO’s proposed Principles for Financial Benchmarks (July 2013) (the “**IOSCO Benchmark Principles**”) and the EU’s Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the “**Benchmarks Regulation**”).

The IOSCO Benchmark Principles aim to create an overarching framework of principles for benchmarks to be used in financial markets, specifically covering governance and accountability, as well as the quality and transparency of benchmark design and methodologies. A review published in February 2015 on the status of the voluntary market adoption of the IOSCO Benchmark Principles noted that, as the benchmarks industry is in a state of change, further steps may need to be taken by IOSCO in the future, but that it is too early to determine what those steps should be. The review noted that there has been a significant market reaction to the publication of the IOSCO Benchmark Principles, and widespread efforts being made to implement the IOSCO Benchmark Principles by the majority of administrators surveyed.

On 17 May 2016, the Council of the European Union adopted the Benchmarks Regulation. The Benchmarks Regulation was published in the Official Journal on 29 June 2016 and entered into force on 30 June 2016. Subject to various transitional provisions, the Benchmarks Regulation applies from 1 January 2018, except that the regime for “critical” benchmarks has applied from 30 June 2016 and certain amendments to Regulation (EU) No 596/2014 (the “**Market Abuse Regulation**”) have applied from 3 July 2016. Subject to the transitional provisions set out in Article 51 of the Benchmarks Regulation, the Benchmarks Regulation would apply to “contributors”, “administrators” and “users of” Benchmarks in the EU, and would, among other things, (i) require benchmark administrators to be authorised (or, if non-EU-based, to be subject to an equivalent regulatory regime) and to comply with extensive requirements in relation to the administration of Benchmarks and (ii) ban the use of Benchmarks of unauthorised administrators. The scope of the Benchmarks Regulation is wide and, in addition to applying to so-called “critical benchmark” indices such as LIBOR and EURIBOR, could also potentially apply to many other interest rate indices, as well as equity, commodity and foreign exchange rate indices and other indices (including “proprietary” indices or strategies) which are referenced in listed financial instruments (including listed Notes), financial contracts and investment funds.

The Benchmarks Regulation could also have a material impact on any listed Notes linked to an index based on a Benchmark, including in any of the following circumstances: (i) an index which is a Benchmark may not be used as such if its administrator does not obtain appropriate EU authorisations or is based in a non-EU jurisdiction which (subject to any applicable transitional provisions) does not have equivalent regulation. In such event, depending on the particular Benchmark and the applicable terms of the Notes, the Notes could be adjusted or otherwise impacted; (ii) the methodology or other terms of the Benchmark related to a series of Notes could be changed in order to comply with the terms of the Benchmarks Regulation, and such changes could have the effect of reducing or increasing the rate or level of the Benchmark or of affecting the volatility of the published rate or level, and could lead to adjustments to the terms of the Notes, including Calculation Agent or, as the case may be, any Additional Calculation Agent, determination of the rate or level in its discretion in accordance with standard market practice.

The Terms and Conditions of the Notes provide for certain fall-back arrangements in the event that a published Benchmark, including an inter-bank offered rate such as LIBOR, EURIBOR or other relevant reference rates (including, without limitation, mid-swap rates), or any page on which such Benchmark may be published (or any successor service), becomes unavailable. In certain circumstances the relevant fall-back for the purposes of calculation of interest for a particular Interest Period may result in the rate of interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page or, in the case of Fixed/Floating Rate Notes, the application of the initial Rate of Interest applicable to such Notes on the Interest Commencement Date.

Condition 5.3 (*Benchmark discontinuation*) of the Terms and Conditions of the Notes furthermore provides for fall-back arrangements in case a Benchmark Event (as defined in the Terms and Conditions of the Notes) occurs, including the possibility that the rate of interest could be set by reference to a successor rate or an alternative reference rate and that such successor rate or alternative reference rate may be adjusted (if required) in order to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant Benchmark, all as determined by the Issuer (acting in good faith and in consultation with an Independent Adviser). However, due to the uncertainty concerning the availability of successor rates and alternative reference rates and the involvement of an Independent Adviser, the relevant fall-back provisions may not operate as intended at the relevant time.

Fluctuations in exchange rates may adversely affect the value of Notes

The Issuer will pay principal and interest on the Notes in the Specified Currency (as defined in the applicable Final Terms). This presents certain risks relating to currency conversions if Noteholders' financial activities are denominated principally in a currency or currency unit (the "**Noteholder's Currency**") other than the Specified Currency. These include the risk that there may be a material change in the exchange rate between the Specified Currency and the Noteholder's Currency or that a modification of exchange controls by the applicable authorities with jurisdiction over the Noteholder's Currency will be imposed. The Issuer has no control over the factors that generally affect these risks, such as economic, financial and political events and the supply and demand for the applicable currencies. Moreover, if payment on the Notes are determined by reference to a formula containing a multiplier or leverage factor, the effect of any change in the exchange rates between the applicable currencies will be magnified. In recent years, exchange rates between certain currencies have been volatile and volatility between such currencies or with other currencies may be expected in the future. An appreciation in the value of the Noteholder's Currency relative to the Specified Currency would decrease: (i) the Noteholder's Currency equivalent yield on the Notes; (ii) the Noteholder's Currency equivalent value of the principal payable on the Notes; and (iii) the Noteholder's Currency equivalent market value of the Notes. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, Noteholders may receive less interest or principal than expected, or no interest or principal.

Modification and waivers

The Terms and Conditions contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

Because the Global Notes are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the Issuer

Notes issued under the Programme may be represented by one or more Global Notes. Such Global Notes will be deposited with a common depositary or common safekeeper for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the relevant Global Note, investors will not be entitled to receive definitive Notes. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by one or more Global Notes, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg. While the Notes are represented by one or more Global Notes the Issuer will discharge its payment obligations under the Notes by making payments to the common depositary or common safekeeper for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the relevant Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes. Holders of beneficial interests in the Global Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies.

Legality of purchase

Neither the Issuer, the Dealers, nor any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective investor in the Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

Potential conflict of interest of a Dealer acting as Calculation Agent

The Issuer may appoint a Dealer as Calculation Agent or, as the case may be, Additional Calculation Agent in respect of an issuance of Notes under the Programme. In such a case the Calculation Agent or, as the case may be, Additional Calculation Agent is likely to be a member of an international financial group that is involved, in the ordinary course of its business, in a wide range of banking activities out of which conflicting interests may arise. Whilst such a Calculation Agent or, as the case may be, Additional Calculation Agent will, where relevant, have information barriers and procedures in place to manage conflicts of interest, it may in its other banking activities from time to time be engaged in transactions involving an index or related derivatives which may affect amounts receivable by Noteholders during the term and on the maturity of the Notes or the market price, liquidity or value of the Notes and which could be deemed to be adverse to the interests of the Noteholders.

Notes where denominations involve integral multiples; definitive Notes

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination. If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

GENERAL DESCRIPTION OF THE PROGRAMME

The following general description does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The Issuer and therelevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, in the case of listed Notes only and if appropriate, a supplemental Base Prospectus will be published.

This overview constitutes a general description of the Programme for the purposes of Article 22.5(3) of Commission Regulation (EC) No 809/2004 implementing the Prospectus Directive (the **Prospectus Regulation**).

Words and expressions defined in "*Form of the Notes*" and "*Terms and Conditions of the Notes*" shall have the same meanings in this Overview.

Issuer:	Società per la Gestione di Attività – S.G.A. S.p.A.
Description:	€1,000,000,000 Euro Medium Term Note Programme
Arranger:	UBS Limited
Dealers:	UBS Limited and any other Dealers appointed in accordance with the Programme Agreement.
Certain Restrictions:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time.
Fiscal Agent:	Deutsche Bank AG, London Branch
Listing Agent:	Deutsche Bank Luxembourg S.A.
Programme Size:	Up to €1,000,000,000 outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Currencies:	Notes may be denominated in euro or in any other currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Maturities:	Any maturity of one year or more, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements. No Notes having a maturity of less than one year and one day will be issued under the Programme.
Issue Price:	Notes will be issued on a fully-paid basis and at any issue price, as specified in the relevant Final Terms.

Final Terms or Drawdown Prospectus:	Notes issued under the Programme may be issued either: (1) pursuant to this Base Prospectus and the relevant Final Terms or (2) pursuant to a Drawdown Prospectus.
Form of Notes:	The Notes will be issued in bearer form as described in " <i>Form of the Notes</i> ".
Fixed Rate Notes:	Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction as specified in the relevant Final Terms.
Floating Rate Notes:	<p>Floating Rate Notes will bear interest at a rate determined:</p> <p>(a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or</p> <p>(b) on the basis of a reference rate referred to in the applicable Final Terms.</p> <p>The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes.</p>
Other provisions in relation to Floating Rate Notes:	<p>Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.</p> <p>Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as specified in the relevant Final Terms.</p>
Zero Coupon Notes:	Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.
Redemption:	<p>The relevant Final Terms will specify the redemption amount. Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount.</p> <p>The Final Terms relating to each Tranche of Notes will indicate either that the Notes of that Tranche cannot be redeemed prior to their stated maturity or that such Notes will be redeemable prior to such stated maturity at the option of the Issuer on such terms as are indicated in the Terms and Conditions of the Notes and the applicable Final Terms.</p> <p>The Notes may be redeemed at the option of the Issuer for tax reasons.</p> <p>Other than, if any, in respect of Zero Coupon Notes, no Series of Notes will be redeemed below its principal amount under any circumstances.</p>
Issuer Call:	If Issuer Call is specified as being applicable in the applicable Final Terms, the

Issuer may, subject to the provisions of the relevant Terms and Conditions, redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount (Call) together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

Investor Put: If Investor Put is specified as being applicable in the applicable Final Terms, holders of the Notes will have the right, subject to the provisions of the Terms and Conditions, to require redemption of the Notes.

Denomination of Notes: The Notes will be issued in such denominations as specified in the relevant Final Terms save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see "*Certain Restrictions*" above, and save that the minimum denomination of each Note will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

Taxation: All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by any Tax Jurisdiction as provided in the Terms and Conditions of the Notes. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances provided in the Terms and Conditions of the Notes, be required to pay additional amounts to cover the amounts so deducted, as set out in Condition 9 (*Taxation*) of the Terms and Conditions of the Notes.

Cross Default: The terms of the Notes will contain a cross default provision as further described in Condition 10(C) (*Cross default of Issuer*) of the Terms and Conditions of the Notes.

Status of the Notes: The Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsubordinated and unsecured obligations of the Issuer, from time to time outstanding.

Rating: The Issuer has not sought any credit rating for the Notes to be issued under the Programme.

Listing, admission to trading and approval: Application has been made to the CSSF to approve this document as a base prospectus. Application has also been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be admitted to the Official List of the Luxembourg Stock Exchange. Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued.

The applicable Final Terms will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or

markets.

Governing Law:..... The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, English law. Condition 14.1 (*Meetings of Noteholders*) of the Notes and the provisions of the Agency Agreement concerning the meetings of Noteholders and the appointment of the Noteholders' Representative are subject to compliance with the laws of the Republic of Italy.

Selling Restrictions: There are restrictions on the offer, sale and transfer of the Notes in the United States, the European Economic Area (including the United Kingdom and the Republic of Italy) and Japan and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see "*Subscription and Sale*".

United States Selling
Restrictions: Regulation S Category 1 or 2, TEFRA C or D/TEFRA not applicable, as specified in the applicable Final Terms.

DOCUMENTS INCORPORATED BY REFERENCE

The information set out in the cross-reference tables below, which is contained in the following documents which have previously been published and have been filed with the CSSF, shall be incorporated by reference in, and form part of, this Base Prospectus. The information incorporated by reference that is not included in the cross-reference tables is considered as additional information and is not required by the relevant schedules of Commission Regulation (EC) No 809/2004.

(a) **the auditors' report and audited annual financial statements of the Issuer as of and for the financial year ended 31 December 2017:**

Balance Sheet	Pages 47 - 48
Income Statement	Page 49
Statement of Comprehensive Income	Page 50
Statement of Changes in net equity	Pages 51 - 52
Statement of Cash Flows	Page 53-54
Notes to the Financial Statements	Pages 55 – 147
Independent Auditors' Report	Pages 161 - 166

(b) **the auditors' report and audited annual financial statements of the Issuer as of and for the financial year ended 31 December 2016:**

Balance Sheet	Pages 31-32
Income Statement	Page 33
Statement of Comprehensive Income	Page 34
Statement of Changes in net equity	Pages 36-37
Statement of Cash Flows	Page 38-39
Notes to the Financial Statements	Pages 40-122
Independent Auditors' Report	Pages 127-129

Following the publication of this Base Prospectus a supplement may be prepared by the Issuer and approved by the CSSF in accordance with Article 16 of the Prospectus Directive. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Copies of documents incorporated by reference in this Base Prospectus can be obtained from the registered office of the Issuer and from the specified office of the Fiscal Agent for the time being in Luxembourg and will also be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes. Any websites included in this Base Prospectus are for information purposes only and do not form part of this Base Prospectus.

FINAL TERMS AND DRAWDOWN PROSPECTUS

In this section the expression “necessary information” means, in relation to any Tranche of Notes, the information necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer, and of the rights attaching to the Notes. In relation to the different types of Notes which may be issued under the Programme, the Issuer has endeavoured to include in this Base Prospectus all of the necessary information except for information relating to the Notes which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Notes.

Any information relating to the Notes which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Notes will be contained either in the relevant Final Terms or in a Drawdown Prospectus, provided that any such information which constitutes a significant new factor relating to the information contained in this Base Prospectus will not be included in the Final Terms but will - together with all of the other necessary information in relation to the relevant series of Notes - be contained in a Drawdown Prospectus.

For a Tranche of Notes which is the subject of relevant Final Terms, those relevant Final Terms will, for the purposes of that Tranche only, complete this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Notes which is the subject of relevant Final Terms are the Conditions as completed by the relevant Final Terms.

The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Prospectus will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

Each Drawdown Prospectus will be constituted either (1) by a single document containing the necessary information relating to the Issuer and the relevant Notes or (2) by a registration document (the “**Registration Document**”) containing the necessary information relating to the Issuer, a securities note (the “**Securities Note**”) containing the necessary information relating to the relevant Notes and, if necessary, a summary note. In addition, if the Drawdown Prospectus is constituted by a Registration Document and a Securities Note, any significant new factor, material mistake or inaccuracy relating to the information included in the Registration Document arises or is noted between the date of the Registration Document and the date of the Securities Note which is capable of affecting the assessment of the relevant Notes, a supplement to the Registration Document will be prepared.

FORM OF THE NOTES

Each Tranche of Notes will be in bearer form and will be initially issued in the form of a temporary global note (a **Temporary Global Note**) or, if so specified in the applicable Final Terms, a permanent global note (a **Permanent Global Note**) which, in either case, will:

- if the Global Notes are intended to be issued in new global note (NGN) form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg** and, together with Euroclear, the **ICSDs**); and
- if the Global Notes are not intended to be issued in NGN Form, be delivered on or prior to the original issue date of the Tranche to a common depositary (the **Common Depositary**) for Euroclear and Clearstream, Luxembourg.

Where the Global Notes issued in respect of any Tranche are in NGN form, the applicable Final Terms will also indicate whether such Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Global Notes are to be so held does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Whilst any Note is represented by a Temporary Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Global Note if the Temporary Global Note is not intended to be issued in NGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Agent.

On and after the date (the **Exchange Date**) which is 40 days after a Temporary Global Note is issued, interests in such Temporary Global Note will be exchangeable (free of charge) upon a request as described therein either for (a) interests in a Permanent Global Note of the same Series or (b) for definitive Notes of the same Series with, where applicable, interest coupons and talons attached (as indicated in the applicable Final Terms and subject, in the case of definitive Notes, to such notice period as is specified in the applicable Final Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Note for an interest in a Permanent Global Note or for definitive Notes is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Global Note if the Permanent Global Note is not intended to be issued in NGN form) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Notes with, where applicable, interest coupons and talons attached upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) an Event of Default (as defined in Condition 10 (*Events of Default*) of the Terms and Conditions) occurs; (ii) both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason

of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available; or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Global Note in definitive form. The Issuer will promptly give notice to Noteholders in accordance with Condition 16 (*Notices*) of the Terms and Conditions if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Note) may give notice to the Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Agent.

The following legend will appear on all Notes (other than Temporary Global Notes) and on all interest coupons relating to such Notes where TEFRA D is specified in the applicable Final Terms:

"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".

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Notes or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes or interest coupons.

Notes which are represented by a Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

Pursuant to the Agency Agreement (as defined under "*Terms and Conditions of the Notes*"), the Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes at a point after the Issue Date of the further Tranche, the Notes of such further Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series, which shall not be prior to the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act) applicable to the Notes of such Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

A Note may be accelerated by the holder thereof in certain circumstances described in Condition 10 (*Events of Default*) of the Terms and Conditions. For a description of the relevant provisions applicable in such circumstances where any Note is still represented by a Global Note, see "*Overview of Provisions relating to the Notes while in Global Form*".

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, as completed in accordance with the provisions of Part A of the relevant Final Terms of the Notes, will be applicable to each Tranche of Notes. These Terms and Conditions, as so completed, shall be endorsed on each Note in definitive form issued under the Programme.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under “Overview of Provisions Relating to the Notes while in Global Form” below.

1 INTRODUCTION

- (a) *Programme:* Società per la Gestione di Attività – S.G.A. S.p.A. (“**SGA**” or the “**Issuer**”) has established a Euro Medium Term Note Programme (the “**Programme**”) for the issuance of €1,000,000,000 in aggregate principal amount of notes (the “**Notes**”).
- (b) *Final Terms:* Notes issued under the Programme in accordance with these terms and conditions of the Senior Notes (the “**Conditions**”) are issued in series (each a “**Series**”) and each Series may comprise one or more tranches (each a “**Tranche**”) of Notes. Each Tranche is the subject of a Final Terms (the “**Final Terms**”) which complete these Conditions. The terms and conditions applicable to any particular Tranche of Notes are these Conditions as completed by the relevant Final Terms.
- (c) *Agency Agreement:* The Notes are the subject of an issue and paying agency agreement dated 25 May 2018 (as amended or supplemented from time to time, the “**Agency Agreement**”) between the Issuer, Deutsche Bank AG, London Branch as fiscal agent (the “**Fiscal Agent**”, which expression includes any successor fiscal agent appointed from time to time in connection with the Notes) and the paying agent named therein (together with the Fiscal Agent, the “**Paying Agents**”, which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes).
- (d) *The Notes:* All subsequent references in these Conditions to “**Notes**” are to the Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms are available during normal business hours at the Specified Office of the Fiscal Agent, the initial Specified Office of which is set out below.
- (e) *Summaries:* Certain provisions of these Conditions are summaries of the Agency Agreement and are subject to its detailed provisions. The holders of the Notes (the “**Noteholders**”) and the holders of the related interest coupons, if any, (the “**Couponholders**” and the “**Coupons**”, respectively) and, where applicable, talons for further Coupons (“**Talons**”) are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement applicable to them. The expression “Notes” shall, where the context so permits, include Receipts. Copies of the Agency Agreement are available for inspection during normal business hours at the Specified Offices of each of the Paying Agents, the initial Specified Offices of which are set out below.

2 INTERPRETATION

- (a) *Definitions:* In these Conditions the following expressions have the following meanings:
 - “**Accrual Yield**” has the meaning given in the relevant Final Terms;
 - “**Additional Business Centre(s)**” means the city or cities specified as such in the relevant Final Terms;

“Additional Calculation Agent” (if any) means such Person specified in the relevant Final Terms as the party responsible for calculating such amount(s) (other than the Rate(s) of Interest and Interest Amount(s)) as may be specified in the relevant Final Terms;

“Additional Financial Centre(s)” means the city or cities specified as such in the relevant Final Terms;

“Broken Amount” means the amount specified as such in the relevant Final Terms;

“Business Day” means:

- (i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre (including Luxembourg); and
- (ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

“Business Day Convention”, in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) **“Following Business Day Convention”** means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) **“Modified Following Business Day Convention”** or **“Modified Business Day Convention”** means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (iii) **“Preceding Business Day Convention”** means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (iv) **“FRN Convention”**, **“Floating Rate Convention”** or **“Eurodollar Convention”** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred provided, however, that:
 - (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

- (v) **“No Adjustment”** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

“Calculation Agent” means the Fiscal Agent or such other Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

“Calculation Amount” has the meaning given to it in the relevant Final Terms;

“Cap” means a percentage per annum as specified in the relevant Final Terms;

“CMS Rate” shall mean the applicable swap rate for swap transactions in the Reference Currency with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Relevant Screen Page as at the Relevant Time on the Interest Determination Date in question, all as determined by the Additional Calculation Agent;

“CMS Rate 1” and **“CMS Rate 2”** shall mean the CMS Rate with a particular Designated Maturity as specified in the relevant Final Terms;

“CMS Reference Banks” means (i) where the Reference Currency is Euro, the principal office of five major banks in the Euro-zone inter-bank market; (ii) where the Reference Currency is Sterling, the principal London office of five major banks in the London inter-bank market; (iii) where the Reference Currency is United States dollars, the principal New York City office of five major banks in the New York City inter-bank market; or (iv) in the case of any other Reference Currency, the principal Relevant Financial Centre office of five major banks in the Relevant Financial Centre inter-bank market, in each case selected by the Additional Calculation Agent;

“Coupon Sheet” means, in respect of a Note, a coupon sheet relating to the Note;

“Day Count Fraction” means, in respect of the calculation of an amount for any period of time (the **“Calculation Period”**), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

- (a) if **“Actual/Actual”** or **“Actual/Actual (ISDA)”** is specified, the actual number of days in the Calculation Period in respect of which payment is being made divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (b) if **“Actual/Actual (ICMA)”** is specified, means:
- (i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (ii) where the Calculation Period is longer than one Regular Period, the sum of:
 - (x) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (y) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (a) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;

- (c) if “**Actual/365 (Fixed)**” is specified, the actual number of days in the Calculation Period in respect of which payment is being made divided by 365;
- (d) if “**Actual/360**” is specified, the actual number of days in the Calculation Period in respect of which payment is being made divided by 360;
- (e) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified, the number of days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (f) if “**30E/360**” or “**Eurobond Basis**” is specified, the number of days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows;

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30;

- (g) if “**30E/360 (ISDA)**” is specified, the number of days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30;

“**Early Redemption Amount (Tax)**” has the meaning given to it in Condition 7.2 (*Redemption and Purchase – Redemption for tax reasons*);

“**Extraordinary Resolution**” has the meaning given in the Agency Agreement;

“**Final Redemption Amount**” means, in respect of any Note, its principal amount, subject to any purchase, cancellation, early redemption or repayment, expressed as the amount per Calculation Amount specified in the relevant Final Terms;

“**Fixed Coupon Amount**” has the meaning given in the relevant Final Terms;

“**Floor**” means a percentage per annum as specified in the relevant Final Terms;

“**Guarantee**” means, in relation to any Indebtedness of any Person, any obligation of another Person to pay such Indebtedness including (without limitation):

- (i) any obligation to purchase such Indebtedness;
- (ii) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness;
- (iii) any indemnity against the consequences of a default in the payment of such Indebtedness; and
- (iv) any other agreement to be responsible for such Indebtedness;

“**Indebtedness**” means any indebtedness of any Person for money borrowed or raised including (without limitation) any indebtedness for or in respect of:

- (i) amounts raised under any note purchase facility;

- (ii) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with applicable law and generally accepted accounting principles, be treated as finance or capital leases;
- (iii) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 60 days; and
- (iv) amounts raised under any other transaction (including, without limitation, any forward sale or purchase agreement) having the commercial effect of a borrowing;

“**Interest Amount**” means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

“**Interest Basis**” has the meaning given in the relevant Final Terms;

“**Interest Commencement Date**” means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

“**Interest Determination Date**” has the meaning given in the relevant Final Terms;

“**Interest Payment Date**” means the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

“**Interest Period**” means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

“**ISDA Definitions**” means the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.);

“**Issue Date**” has the meaning given in the relevant Final Terms;

“**Legislative Decree No. 239**” has the meaning given in Condition 9 (*Taxation*);

“**Leverage**” means a percentage per annum as specified in the relevant Final Terms;

“**Margin**” has the meaning given in the relevant Final Terms;

“**Maturity Date**” has the meaning given in the relevant Final Terms;

“**Maximum Redemption Amount**” has the meaning given in the relevant Final Terms;

“**Minimum Redemption Amount**” has the meaning given in the relevant Final Terms;

“**Optional Redemption Amount (Call)**” means, in respect of any Note, the amount per Calculation Amount specified in the relevant Final Terms;

“Optional Redemption Amount (Put)” means, in respect of any Note, the amount per Calculation Amount specified in the relevant Final Terms;

“Optional Redemption Date (Call)” has the meaning given in the relevant Final Terms;

“Optional Redemption Date(s)” has the meaning given in the relevant Final Terms;

“Optional Redemption Date (Put)” has the meaning given in the relevant Final Terms;

“Payment Business Day” means:

- (i) if the currency of payment is euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in London and in each (if any) Additional Financial Centre; or
- (ii) if the currency of payment is not euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

“Permitted Reorganisation” has the meaning given in Condition 10 (*Events of Default*);

“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;

“Principal Financial Centre” means, in relation to any currency, the principal financial centre for that currency provided, however, that:

- (i) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (ii) in relation to New Zealand dollars, it means either Wellington or Auckland; in each case as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

“Put Option Notice” means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

“Put Option Receipt” means a receipt issued by a Paying Agent to a depositing Noteholder upon deposit of a Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

“Rate of Interest” means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms;

“Redemption Amount” means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put) or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the relevant Final Terms;

“Reference Banks” has the meaning given in Condition 5 (*Interest*);

“Reference Price” has the meaning given in the relevant Final Terms;

“Reference Rate” has the meaning given in the relevant Final Terms;

“Regular Period” means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **“Regular Date”** means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **“Regular Date”** means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

“Relevant Date” means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

“Relevant Financial Centre” has the meaning given in Condition 5.2 (*Interest on Floating Rate Notes*);

“Relevant Screen Page” means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

“Relevant Swap Rate” means:

- (i) where the Reference Currency is euro, the mid-market annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating euro interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/360 day count basis, is equivalent to EUR-EURIBOR-Reuters (as defined in the ISDA Definitions) with a designated

maturity determined by the Calculation Agent by reference to standard market practice and/or the ISDA Definitions;

- (ii) where the Reference Currency is Sterling, the mid-market semi-annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the semi-annual fixed leg, calculated on an Actual/365 (Fixed) day count basis, of a fixed-for-floating Sterling interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/365 (Fixed) day count basis, is equivalent (A) if the Designated Maturity is greater than one year, to GBP-LIBOR-BBA (as defined in the ISDA Definitions) with a designated maturity of six months or (B) if the Designated Maturity is one year or less, to GBP-LIBOR-BBA with a designated maturity of three months;
- (iii) where the Reference Currency is United States dollars, the mid-market semi-annual swap rate determined on the basis of the mean of the bid and offered rates for the semi-annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating United States dollar interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 day count basis, is equivalent to USD-LIBOR-BBA (as defined in the ISDA Definitions) with a designated maturity of three months; and
- (iv) where the Reference Currency is any other currency, or if the applicable Final Terms specify otherwise, the mid-market swap rate as determined by the Calculation Agent in its sole and absolute discretion on a commercial basis as it shall consider appropriate and in accordance with standard market practice.

“Relevant Time” has the meaning given in the relevant Final Terms;

“Representative Amount” means an amount that is representative for a single transaction in the relevant market at the relevant time.

“Reserved Matter” has the meaning given to it in the Agency Agreement and includes any proposal to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or, as the case may be, interest payable on any date in respect of the Notes, 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, 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; to change the currency of any payment under the Notes or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution or to amend the definition of “Reserved Matter”;

“Specified Currency” has the meaning given in the relevant Final Terms;

“Specified Denomination(s)” has the meaning given in the relevant Final Terms;

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

“Specified Period” has the meaning given in the relevant Final Terms;

“Subsidiary” means, in relation to any Person (the **“first Person”**) at any particular time, any other Person (the **“second Person”**):

- (i) whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or
- (ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person;

“**Talon**” means a talon for further Coupons;

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

“**TARGET Settlement Day**” means any day on which TARGET2 is open for the settlement of payments in euro;

“**Tax Event**” means any of the events referred to in paragraphs (a)(A) or (B) of Condition 7.2 (*Redemption for tax reasons*).

“**Treaty**” means the Treaty establishing the European Communities, as amended; and

“**Zero Coupon Note**” means a Note specified as such in the relevant Final Terms.

(b) *Interpretation:* In these Conditions:

- (i) if the Notes are Zero Coupon Notes, references to Coupons and Couponholders are not applicable;
- (ii) if Talons are specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;
- (iii) if Talons are not specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Talons are not applicable;
- (iv) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 9 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (v) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 9 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (vi) references to Notes being “outstanding” shall be construed in accordance with the Agency Agreement; and
- (vii) if an expression is stated in Condition 2(a) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is “not applicable” then such expression is not applicable to the Notes.

3 FORM, DENOMINATION AND TITLE

The Notes are in bearer form in the Specified Denomination(s) with Coupons and, if specified in the relevant Final Terms, Talons attached at the time of issue. In the case of a Series of Notes with more than one Specified Denomination, Notes of one Specified Denomination will not be exchangeable for Notes of another Specified 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 any Note under the Contracts (Rights of Third Parties) Act 1999.

4 STATUS OF THE NOTES

The Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* without any preference among themselves and at least *pari passu* with all other unsubordinated and unsecured 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).

5 INTEREST

Condition 5.1 below is applicable to the Notes if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.

5.1 Interest on Fixed Rate Notes

- 5.1.1 **Accrual of interest:** The Notes bear interest from the Interest Commencement Date (or the applicable Interest Payment Date) at the Rate(s) of Interest payable in arrear on each Interest Payment Date, subject as provided in these Conditions. Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 5 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent 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).
- 5.1.2 **Fixed Coupon Amount:** The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination. Payment of any Broken Amount will be made on the Interest Payment Date so specified in the Final Terms.
- 5.1.3 **Calculation of interest amount:** The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified 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 sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount. For this purpose a “sub-unit” means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

Condition 5.2 is applicable to the Notes if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.

5.2 Interest on Floating Rate Notes

5.2.1 **Accrual of interest:** The Notes bear interest from the Interest Commencement Date (or the applicable Interest Payment Date) at the Rate(s) of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 8 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent 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).

5.2.2 Rate of Interest

(a) Screen Rate Determination:

A. *Floating Rate Notes (other than CMS Linked Interest Notes)*

If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:

- (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (ii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (iii) if, in the case of (i) above, such rate does not appear on that page or, in the case of (ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Additional Calculation Agent will:
 - (A) request the principal Relevant Financial Centre office of each the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and
 - (B) determine the arithmetic mean of such quotations; and
- (iv) if fewer than two such quotations are provided as requested, the Additional Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Additional Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Additional Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; *provided, however, that* if the Additional Calculation

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

B. *Floating Rate Notes which are CMS Linked Interest Notes*

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be:

- (a) where “CMS Reference Rate” is specified as the Reference Rate in the applicable Final Terms, determined by the Additional Calculation Agent by reference to the following formula:

$$\text{CMS Rate} + \text{Margin}$$

- (b) where “Leveraged CMS Reference Rate” is specified as the Reference Rate in the applicable Final Terms, determined by the Additional Calculation Agent by reference to the following formula:

$$\text{Leverage} \times \text{CMS Rate}$$

- (c) where “Leveraged CMS Reference Rate 2” is specified as the Reference Rate in the applicable Final Terms, determined by the Additional Calculation Agent by reference to the following formula:

$$\text{Leverage} \times \text{CMS Rate} + \text{Margin}$$

- (d) where “Steepner CMS Reference Rate” is specified as the Reference Rate in the applicable Final Terms, determined by the Additional Calculation Agent by reference to the following formula:

Either:

- (i) where “Steepner CMS Reference Rate: Unleveraged” is specified in the applicable Final Terms:

$$\text{CMS Rate 1} - \text{CMS Rate 2}$$

or

- (ii) where “Steepner CMS Reference Rate: Leveraged” is specified in the applicable Final Terms:

$$\text{Leverage} \times [(\text{Min} (\text{CMS Rate 1}; \text{Cap} - \text{CMS Rate 2})) + \text{Margin}]$$

- (e) where “Call Spread CMS Reference Rate” is specified as the Reference Rate in the applicable Final Terms, determined by the Additional Calculation Agent by reference to the following formula:

$$\text{Leverage} \times \text{Min} [\text{Max} (\text{CMS Rate} + \text{Margin}; \text{Floor}); \text{Cap}]$$

If the Relevant Screen Rate is not available, the Calculation Agent shall request each of the CMS Reference Banks to provide the Additional Calculation Agent with its quotation for the Relevant Swap Rate at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the Interest Determination Date in question. If at least three of the CMS Reference Banks

provide the Additional Calculation Agent with such quotation, the CMS Rate for such Interest Period shall be the arithmetic mean of such quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest).

If on any Interest Determination Date less than three or none of the CMS Reference Banks provides the Additional Calculation Agent with such quotations as provided in the preceding paragraph, the CMS Rate shall be determined by the Additional Calculation Agent in good faith on such commercial basis as considered appropriate by the Additional Calculation Agent in its absolute discretion, in accordance with standard market practice.

(b) ISDA Determination:

If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where “ISDA Rate” in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;
- (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms; and
- (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (A) if the relevant Floating Rate Option is based on the London inter-bank offered rate (LIBOR) or on the Euro-zone inter-bank offered rate (EURIBOR) for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Final Terms.

5.2.3 Linear Interpolation: Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

Designated Maturity means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

5.2.4 Maximum or Minimum Rate of Interest: If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.

- 5.2.5 **Calculation of Interest Amount:** The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The amount of interest payable in respect of any Note for any period will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. For this purpose a “sub-unit” means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.
- 5.2.6 **Calculation of other amounts:** If the relevant Final Terms specifies that any other amount is to be calculated by the Calculation Agent or, as the case may be, Additional Calculation Agent, the Calculation Agent or, as the case may be, Additional Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent or, as the case may be, Additional Calculation Agent in the manner specified in the relevant Final Terms.
- 5.2.7 **Publication:** The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents and each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.
- 5.2.8 **Notifications etc.:** All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Calculation Agent or, as the case may be, Additional Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agents, the Noteholders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent or, as the case may be, Additional Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.
- 5.2.9 For the purposes of this Condition 5.2, unless defined above,
- “**Reference Banks**” has the meaning given thereto in the relevant Final Terms or, if none, four major banks selected by the Additional Calculation Agent in the market that is most closely connected with the Reference Rate.
- “**Reference Rate**” means, as specified in the Final Terms, (i) the Euro-zone interbank offered rate (“**EURIBOR**”); (ii) the London interbank offered rate (“**LIBOR**”); in each case, for the relevant currency and for the relevant period (if applicable), as specified for each in the Final Terms, or otherwise specified in the Final Terms.

“**Relevant Financial Centre**” means the financial centre specified as such in the Final Terms or if none is so specified: (i) in the case of a determination of EURIBOR, Brussels; (ii) in the case of a determination of LIBOR, London.

5.3 **Benchmark discontinuation**

Notwithstanding the provisions above in Conditions 5.2 (*Interest on Floating Rate Notes*), if a Benchmark Event occurs in relation to an Original Reference Rate when any required Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the following provisions of this Condition 5.3 shall apply.

- 5.3.1 **Independent Adviser:** The Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Issuer determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5.3.2) and, in either case, an Adjustment Spread if any (in accordance with Condition 5.3.3) and any Benchmark Amendments (in accordance with Condition 5.3.4).

An Independent Adviser appointed pursuant to this Condition 5.3 shall act in good faith as an expert and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Fiscal Agent, the Paying Agents, or the Noteholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 5.3.

- 5.3.2 **Successor Rate or Alternative Rate:** If the Issuer, following consultation with the Independent Adviser and acting in good faith, determines that:

- (A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5.3.3) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 5.3), with effect as from the date or, as the case may be, Interest Period, as specified in the notice delivered pursuant to Condition 5.3.5 below; or
- (B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5.3.3) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 5.3), with effect as from the date or, as the case may be, Interest Period, as specified in the notice delivered pursuant to Condition 5.3.5 below.

- 5.3.3 **Adjustment Spread:** If the Issuer, following consultation with the Independent Adviser and acting in good faith, determines (A) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (B) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or a component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable), in such manner as will be specified in the notice delivered pursuant to Condition 5.3.5 below.

5.3.4 **Benchmark Amendments**

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5.3 and the Issuer, following consultation with the Independent Adviser and acting in good faith, determines (A) that amendments to these Conditions and/or the Agency Agreement are necessary

to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the “**Benchmark Amendments**”) and (B) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5.3.5, without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 5.3.4 the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

5.3.5 *Notices, etc.*

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5.3 will be notified promptly by the Issuer to the Fiscal Agent, Calculation Agent, Additional Calculation Agent (if any), the Paying Agents and, in accordance with Condition 16 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify (*inter alia*) the effective date of the Benchmark Amendments, if any.

No later than notifying the Fiscal Agent of the same, the Issuer shall deliver to the Fiscal Agent a certificate signed by an authorised signatory of the Issuer:

- (a) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate and, (iii) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 5.3; and
- (b) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Fiscal Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any)) be binding on the Issuer, the Fiscal Agent, the Calculation Agent, Additional Calculation Agent (if any), the Paying Agents and the Noteholders.

5.3.6 *Survival of Original Reference Rate*

Without prejudice to the obligations of the Issuer under Condition 5.3.1 to 5.3.5, the Original Reference Rate and the fallback provisions provided for in Condition 5.2 will continue to apply unless and until the Fiscal Agent, the Calculation Agent and the Noteholders have been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 5.3.5.

5.3.7 **Definitions**

For the purposes of this Condition 5.3, unless defined above:

“**Adjustment Spread**” means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Issuer, following consultation with the Independent Adviser and acting in good faith, determines is required to be applied to the Successor

Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders (as a class) as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (ii) in the case of an Alternative Rate, is in customary market usage in the international debt capital market for transactions which reference the Original Reference Rate, where such rate has been replaced by the Alternative Rate; or
- (iii) if no such recommendation or option has been made (or made available), or the Issuer determines there is no such spread, formula or methodology in customary market usage, the Issuer determines, following consultation with the Independent Adviser and acting in good faith, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or
- (iv) if the Issuer determines that no such industry standard is recognised or acknowledged, the Issuer, in its discretion, following consultation with the Independent Adviser and acting in good faith, determines to be appropriate in the circumstances.

“Alternative Rate” means an alternative benchmark or screen rate which the Issuer determines in accordance with Condition 5.3.2 has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for a commensurate interest period and in the same Specified Currency as the Notes.

“Benchmark Amendments” has the meaning given to it in Condition 5.3.4.

“Benchmark Event” means, with respect to an Original Reference Rate:

- (i) the Original Reference Rate ceasing to exist or be published; or
- (ii) the later of (a) the making of a public statement by the administrator of the Original Reference Rate that it will, by a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (b) the date falling six months prior to the date specified in (ii)(a); or
- (iii) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued; or
- (iv) the later of (a) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, by a specified date, be permanently or indefinitely discontinued and (b) the date falling six months prior to the date specified in (iv)(a); or
- (v) the later of (a) a public statement by the supervisor of the administrator of the Original Reference Rate, stating, or to the effect, that the Original Reference Rate will be prohibited

from being used or that its use will be subject to restrictions or adverse consequences and (b) the date falling six months prior to the date specified in (v)(a); or

- (vi) it has or will prior to the next Interest Determination Date become unlawful for any Paying Agent, the Calculation Agent, the Additional Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate (including, without limitation, under the Benchmark Regulation (EU) 2016/1011, if applicable).

“Independent Adviser” means an independent financial institution of international repute or an independent adviser of recognised standing with appropriate expertise appointed by the Issuer at its own expense under Condition 5.3.1.

“Original Reference Rate” means the benchmark or screen rate (as applicable) originally specified for the purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) on the Notes.

“Relevant Nominating Body” means, in respect of a benchmark or screen rate (as applicable):

- (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board, the European Systemic Risk Board, or any part thereof.

“Successor Rate” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

Condition 6 is applicable to the Notes only if the Zero Coupon Note Provisions are specified in the relevant Final Terms as being applicable.

6 ZERO COUPON NOTES

If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:

- (i) the Reference Price; and
- (i) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Fiscal Agent 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).

7 REDEMPTION AND PURCHASE

7.1 Scheduled redemption

Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date together with interest accrued (if any) to the date of redemption, subject as provided in Condition 8 (*Payments*).

7.2 Redemption for tax reasons

(a) The Notes may be redeemed at the option of the Issuer (subject as mentioned below) in whole, but not in part:

- (i) at any time (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being not applicable or otherwise do not apply in respect of the Interest Period in which the date fixed for redemption falls); or
- (ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable or apply in respect of the Interest Period in which the date fixed for redemption falls),

and, in either case, on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if:

- (A) the Issuer (1) 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 or clarification to, the laws, regulations or other rules of the Republic of Italy or of any political subdivision or any authority thereof or therein having power to tax, or as a result of any change in, or amendment or clarification to, the application or interpretation (or application or interpretation made for the first time) of such laws, regulations or other rules, including the publication or pronouncement of any decision or interpretation by any competent court or authority providing for a position with respect to such laws, regulations or other rules that differs from the previously generally accepted position or otherwise differs from prior written confirmation given by the competent authority in respect of tax treatment of the Notes, which change, amendment or clarification becomes effective on or after the date of issue of the first Tranche of the Notes; and (2) such obligation cannot be avoided by the Issuer taking reasonable measures it deems appropriate; or
- (B) if early redemption for tax non-deductibility is specified in the relevant Final Terms, (1) deductibility of interest payable by the Issuer in respect of the Notes is materially reduced for Italian income tax purposes as a result of any change in, or amendment or clarification to, the laws or regulations or applicable accounting standards of the Republic of Italy or any political subdivision or any authority thereof or therein having power to tax, or as a result of any change in, or amendment or clarification the application or interpretation (or application or interpretation made for the first time) of such laws, regulations or applicable accounting standards, including the publication or pronouncement of any decision or interpretation by any competent court or authority providing for a position with respect to such laws, regulations or other rules that differs from the previously generally accepted position or otherwise differs from prior written confirmation given by the competent authority in respect of tax treatment of the Notes, which change, amendment or clarification becomes effective on or after the date of

issuance of the Notes; and (2) such non-deductibility cannot be avoided by the Issuer taking reasonable measures available to it,

provided, however, that no such notice of redemption shall be given earlier than:

- (1) where the Notes may be redeemed at any time, 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 or, in the case of (B), be unable to deduct such amounts for Italian income tax purposes; or
 - (2) where the Notes may be redeemed only on an Interest Payment Date, 60 days prior to the Interest Payment Date occurring immediately before 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 or, in the case of (B), be unable to deduct such amounts for Italian income tax purposes.
- (b) Prior to the publication of any notice of redemption pursuant to this Condition 7.2, the Issuer shall deliver or procure that there is delivered to the Fiscal Agent (1) a certificate signed by a senior officer of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and (2) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts or, in the case of (B), is or will be unable to deduct such amounts for Italian income tax purposes, in each case, as a result of such change, amendment or clarification. Upon the expiry of any such notice as is referred to in this Condition 7.2, the Issuer shall redeem the Notes in accordance with this Condition 7.2.
- (c) The “**Early Redemption Amount (Tax)**” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance to, the relevant Final Terms.

Condition 7.3 below is applicable if the Issuer’s Call Option is specified in the relevant Final Terms as being applicable.

7.3 Redemption at the option of the Issuer

- (a) The Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date at the relevant Optional Redemption Amount (Call) on the Issuer’s giving not less than 15 nor more than 30 days’ notice to the Noteholders, at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date. Upon the expiry of any such notice as is referred to in this Condition 7.3, the Issuer shall redeem the Notes or, as the case may be, the Notes specified in such notice, in accordance with this Condition 7.3.
- (b) *Partial redemption:* If the Notes are to be redeemed in part only on any date in accordance with Condition 7.3(a), the Notes to be redeemed shall be selected by the drawing of lots in such place as the Fiscal Agent approves and in such manner as the Fiscal Agent considers appropriate, subject to compliance with applicable law and the rules of each listing authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation, and the notice to Noteholders referred to in Condition 7.3(a) shall specify the serial numbers of the Notes so to be redeemed. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

Condition 7.4 is applicable if the Noteholders Put Option is specified in the relevant Final Terms as being applicable.

7.4 Redemption at the option of Noteholders

- (a) The Issuer shall, at the option of the holder of any Note redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date.
- (b) In order to exercise the option contained in this Condition 7.4, the holder of a Note must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put), deposit with any Paying Agent such Note together with all unmatured Coupons and unexchanged Talons relating thereto and a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Paying Agent with which a Note is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Condition 7.4, may be withdrawn; *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder 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 7.4, the depositor of such Note and not such Paying Agent shall be deemed to be the holder of such Note for all purposes.

7.5 No other redemption

The Issuer shall not be entitled to redeem the Notes otherwise than as provided in Condition 7.1 (*Scheduled redemption*), Condition 7.2 (*Redemption for tax reasons*), Condition 7.3 (*Redemption at the option of the Issuer*), Condition 7.4 (*Redemption at the option of Noteholders*) above.

7.6 Early redemption of Zero Coupon Notes

- (a) The Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date, or upon its becoming due and repayable pursuant to Condition 10 (*Events of Default*), shall be an amount equal to the sum of:
 - (i) the Reference Price; and
 - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable.
- (b) Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Final Terms for the purposes of this Condition 7.6 or, if none is so specified, a Day Count Fraction of 30E/360.

7.7 Purchase

The Issuer may at any time purchase Notes in the open market or otherwise and at any price, *provided that* all unmatured Coupons and unexchanged Talons are purchased therewith.

7.8 Cancellation

All Notes purchased by or on behalf of the Issuer may be surrendered for cancellation by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to the Fiscal Agent and, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations in respect of any such Notes shall be discharged. Any Notes purchased by or on behalf of the Issuer and not so surrendered for cancellation may 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 transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency.
- (b) *Interest*: Payments of interest shall, subject to Condition 8(h) (*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 in New York City*: Payments of principal or interest may be made at the Specified Office of a Paying Agent in New York City if (i) the Issuer has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Notes in the currency in which the payment is due when due, (ii) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions and (iii) payment is permitted by applicable United States law.
- (d) *Payments subject to fiscal laws*: All payments in respect of the Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 9 (*Taxation*); and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 or otherwise imposed pursuant to Sections 1471 to 1474 (inclusive) of that Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) *Deductions for unmatured Coupons*: If the relevant Final Terms specifies that the Fixed Rate Note Provisions are applicable and a Note is presented without all unmatured Coupons relating thereto:
 - (i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; *provided, however, that* if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;
 - (ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:

- (A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the “**Relevant Coupons**”) being equal to the amount of principal due for payment; *provided, however, that* where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and
- (B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; provided, however, that, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in Condition 8(a) (*Principal*) above against presentation and (*provided that* payment is made in full) surrender of the relevant missing Coupons.

- (f) *Unmatured Coupons void:* If the relevant Final Terms specifies that this Condition 8(f) is applicable or that the Floating Rate Note Provisions are applicable, on the due date for final redemption of any Note or early redemption of such Note pursuant to Condition 7.2 (*Redemption for tax reasons*), Condition 7.3 (*Redemption at the option of the Issuer*), Condition 7.4 (*Redemption at the option of Noteholders*), or Condition 10 (*Events of Default*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.
- (g) *Payments on business days:* If the due date for payment of any amount in respect of any Note or Coupon is not a Payment 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 Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.
- (h) *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 (or in New York City if permitted by Condition 8(c) (*Payments in New York City*) above).
- (i) *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.
- (j) *Exchange of Talons:* On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Fiscal Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 11 (*Prescription*)). Upon the due date for redemption of any Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.

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, any present or future taxes, duties, assessments or governmental charges of whatsoever nature imposed,

levied, collected, withheld or assessed or on behalf of the Republic of Italy or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, the Issuer shall pay such additional amounts as will result in receipt by the Noteholders and the Couponholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note or Coupon presented for payment:

- (i) in the Republic of Italy; or
 - (ii) 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 such Note or Coupon; or
 - (iii) in relation to any payment or deduction on principal, interest or other proceeds of any Note on account of *imposta sostitutiva* pursuant to Italian Legislative Decree No. 239 of 1 April 1996, as amended or supplemented ("**Decree No. 239**") ; or
 - (iv) in all circumstances in which the requirements and procedures set forth in Legislative Decree No. 239 have not been met or complied with except where such requirements and procedures have not been met or complied with due to the actions or omissions of the Issuer or its agents; or
 - (v) more than 30 days after the Relevant Date except to the extent that the relevant holder would have been entitled to such additional amounts if it had presented such Note or Coupon on the last day of such period of 30 days; or
 - (vi) in respect of Notes classified as atypical securities where such withholding or deduction is required under Law Decree No. 512 of 30 September 1983, as amended and supplemented from time to time; or
 - (vii) any combination of items (i) through (vi).
- (b) *Taxing jurisdiction*: If the Issuer becomes subject at any time to any taxing jurisdiction other than the Republic of Italy, references in these Conditions to the Republic of Italy shall be construed as references to and/or such other jurisdiction.

10 EVENTS OF DEFAULT

If any of the following events occurs and is continuing:

- (A) *Non-payment*: the Issuer fails to pay any amount of principal in respect of the Notes within five days, or fails to pay any amount of interest in respect of the Notes within fifteen days, in each case of the due date for payment thereof;
- (B) *Breach of other obligations*: the Issuer defaults in the performance or observance of any of its other material obligations under or in respect of the Notes and such default remains unremedied for 30 days after written notice thereof, addressed to the Issuer by any Noteholder, has been delivered to the Issuer or to the Specified Office of the Fiscal Agent;
- (C) *Cross default of Issuer*:
 - (1) any Indebtedness of the Issuer which, taken individually or in the aggregate, exceeds EUR 50,000,000 (or its equivalent in any other currency or currencies) (i) is not paid

when due or (as the case may be) within any original applicable grace period; or (ii) becomes due and payable prior to its stated maturity by reason of default (howsoever described) by the Issuer; or

- (2) the Issuer fails to pay when due any amount payable by it under any Guarantee of any Indebtedness, taken individually or in the aggregate, in excess of EUR 100,000,000 (or its equivalent in any other currency or currencies);
- (D) *Unsatisfied judgment*: one or more judgment(s) or order(s) from which no further appeal or judicial review is permissible under applicable law for the payment of any amount/an amount in excess of Euro 10,000,000 (or its equivalent in any other currency or currencies), in aggregate, is rendered against the Issuer 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;
- (E) *Security enforced*: a secured party takes possession, or a receiver, manager or other similar officer is appointed, of the whole or substantially the whole of the undertaking, assets and revenues of the Issuer, and such taking of possession or appointment is not terminated within 90 days after the date thereof;
- (F) *Insolvency etc.*: the Issuer:
 - (1) is adjudicated or found bankrupt or insolvent;
 - (2) becomes subject to any bankruptcy, compulsory liquidation, or otherwise becomes subject to or initiates or consents to judicial or administrative proceedings under any applicable insolvency, liquidation, composition or other similar laws; or
 - (3) ceases generally to pay its debts or is unable to pay its debts as they fall due; or
 - (4) enters into, or passes any resolution for, or becomes subject to any order by any competent court or administrative agency, or takes any action in relation to:
 - (A) any arrangement with its creditors generally or any calls of creditors; or
 - (B) the appointment of an administrative or other receiver, administrator, trustee or other similar official in relation to the Issuer of the whole or substantially the whole of its undertakings or assets;
- (G) *Winding-up etc.*: an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer (otherwise than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent);
- (H) *Unlawfulness*: it becomes unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes;
- (I) *Corporate Reorganisation*: the Issuer ceases or threatens to cease to carry on the whole or a substantial part of its business, save for (i) the purposes of a reorganisation, restructuring, merger, amalgamation, transfer or contribution of assets or other similar transaction on terms approved by the Noteholders or (ii) the purposes of a Permitted Reorganisation.

For the purpose of this provision, **Permitted Reorganisation** means an amalgamation, merger, spin-off, reconstruction, reorganisation, restructuring, transfer or contribution of assets or other similar transaction (a **relevant transaction**) whilst solvent whereby the assets and undertaking of the Issuer (or, as appropriate, all or substantially all of such assets and undertaking) are vested in a body corporate in good standing and such body corporate, as a result of the relevant

transaction, (i) assumes the obligations of the Issuer in respect of the Notes and (ii) carries on the whole or substantially the whole of the business carried on by the Issuer immediately prior thereto; and (iii) beneficially owns the whole or substantially the whole of the undertaking, property and assets owned by the Issuer immediately prior thereto; or

- (J) *Failure to take action*: at any time any act, condition or thing which is required to be done, fulfilled or performed by the Issuer in order (i) to enable the Issuer lawfully to enter into, exercise its rights under and perform the obligations expressed to be assumed by it under and in respect of the Notes; (ii) to ensure that those obligations are legal, valid, binding and enforceable; or (iii) to make the Notes admissible in evidence in the Republic of Italy, is not done, fulfilled or performed,

then, subject as stated below, any Note may, by written notice addressed by the holder thereof to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, be declared immediately due and payable, at its principal amount (or, in the case of Zero Coupon Notes, at the amount indicated at Condition 7.6 (*Early redemption of Zero Coupon Notes*)) 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 Fiscal Agent (and, if the Notes are then admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Paying Agent having its Specified Office in the place required by such listing authority, stock exchange and/or quotation system), subject to all applicable laws and listing authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

13 AGENTS

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 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 initial Calculation Agent and initial Additional Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent and to appoint a successor fiscal agent or Calculation Agent or Additional Calculation Agent and additional or successor paying agents; *provided, however, that*:

- (a) the Issuer shall at all times maintain a Fiscal Agent; and

- (b) if a Calculation Agent and/or, as the case may be, Additional Calculation Agent is specified in the relevant Final Terms, the Issuer shall at all times maintain a Calculation Agent and/or, as the case may be, Additional Calculation Agent; and
- (c) if and for so long as the Notes are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system the rules of which require the appointment of a Paying Agent in any particular place, the Issuer shall maintain a Paying Agent having its Specified Office in the place required by the rules of such listing authority, stock exchange and/or quotation system; and
- (d) there will at all times be a Paying Agent in a jurisdiction within continental Europe, other than the jurisdiction in which the Issuer is incorporated.

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; MODIFICATION AND WAIVER; SUBSTITUTION

14.1 Meetings of Noteholders

- (a) The Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders and Couponholders, whether present or not and irrespective of how their vote was cast at such meeting.
- (b) In relation to the convening of meetings, quorums and the majorities required to pass an Extraordinary Resolution, the following provisions shall apply but are subject to compliance with the laws, legislation, rules and regulations of Italy in force and applicable to the Issuer from time to time:
 - (A) a meeting may be convened by the board of directors of the Issuer or the Noteholders' Representative and shall be convened by either of them upon the request in writing of Noteholders holding not less than one-twentieth of the aggregate principal amount of the outstanding Notes;
 - (B) a meeting of Noteholders will be validly held provided that there are one or more person(s) present holding or representing:
 - (i) in the case of the first meeting, at least one half of the aggregate principal amount of the outstanding Notes; and
 - (ii) in the case of the second meeting, third meeting or any subsequent meeting, more than one-third of the aggregate principal amount of the outstanding Notes,

provided, however, that Italian law and/or the by-laws of the Issuer may from time to time (to the extent permitted under applicable Italian law) require a different quorum at any of the above meetings (also depending on the matter to be transacted at such Meeting);
 - (C) the majority required to pass an Extraordinary Resolution (including any meeting convened following adjournment of the previous meeting for want of quorum) will be one or more person(s) holding or representing:
 - (a) in the case of a meeting convened to resolve on a matter other than a Reserved Matter:
 - (i) at the first meeting, more than one-half of the aggregate principal amount of the outstanding Notes; and

- (ii) at the second meeting, third meeting and any subsequent meeting, at least two-thirds of the aggregate principal amount of the Notes represented at the meeting;
- (b) in the case of a meeting convened to resolve on a Reserved Matter, at least one-half of the aggregate principal amount of the outstanding Notes, whether at first meeting, second meeting, third meeting or any subject meeting,

provided that the by-laws of the Issuer may from time to time (to the extent permitted under applicable Italian law) require a different majority which shall be indicated in the notice convening the relevant meeting.

14.2 Noteholders' Representative

Pursuant to Articles 2415 and 2417 of the Italian Civil Code, a Noteholders' Representative (*rappresentante comune*) may be appointed, *inter alia*, to represent the interests of Noteholders in respect of Notes, 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.

14.3 Modification

The Notes, these Conditions and the Deed of Covenant may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error or to effect a modification of a formal, minor or technical nature or to comply with mandatory provisions of law.

In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.

15 FURTHER ISSUES

The Issuer may from time to time, without the consent of the Noteholders or the Couponholders, 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.

16 NOTICES

Notices to the Noteholders shall be valid if published in a leading English language daily newspaper published in London (which is expected to be the *Financial Times*) or, if the Notes which are listed or admitted to trading on the Luxembourg Stock Exchange and the rules of that exchange so require, on the website of the Luxembourg Stock Exchange (www.bourse.lu) or if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Noteholders.

17 CURRENCY INDEMNITY

If any sum due from the Issuer in respect of 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 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 Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, 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 such Noteholder 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.

18 ROUNDING

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

19 GOVERNING LAW AND JURISDICTION

- (a) *Governing law:* The Notes and any non-contractual obligations arising out of or in connection with the Notes are governed by, and shall be construed in accordance with, English Law, except that Condition 14.1(b) (*Meetings of Noteholders*) and the relevant provisions of the Agency Agreement concerning meetings of Noteholders and the appointment of a Noteholders' Representative (*rappresentante comune*), where applicable, are subject to compliance with the laws of the Republic of Italy.
- (b) *Jurisdictions:* The Issuer agrees for the benefit of the Noteholders that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Notes (respectively, "**Proceedings**" and "**Disputes**") and, for such purposes, irrevocably submits to the jurisdiction of such courts.
- (c) *Appropriate forum:* The Issuer irrevocably waives any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes, and agrees not to claim that any such court is not a convenient or appropriate forum.
- (d) *Service of Process:* The Issuer irrevocably appoints Laurentia Financial Services Limited with registered office at 15 Northfields Prospect, London SW18 1PE, England as its agent of process in any Proceedings before the English courts in relation to any Dispute. If Laurentia Financial Services Limited is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of any Noteholder addressed to the Issuer and delivered to the Issuer, appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Noteholder shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer. Nothing in this paragraph shall affect the right of any Noteholder to serve process in any other manner permitted by law.

- (e) *Non-exclusivity*: The submission to the jurisdiction of the courts of England shall not (and shall not be construed so as to) limit the right of any Noteholder to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.

FORM OF FINAL TERMS

The Final Terms in respect of each Tranche of Notes will be substantially in the following form, completed to reflect the particular terms of the relevant Notes and their issue. Text in this section appearing in italics does not form part of the form of the Final Terms of the Notes but denotes directions for completing the Final Terms of the Notes. The Final Terms of the Notes are for use in connection with issues of Notes with a denomination of at least €100,000 only (or its equivalent in another currency).

IMPORTANT – PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

MIFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [The target market assessment indicates that Notes are incompatible with the needs, characteristic and objectives of clients which are fully risk averse/have no risk tolerance or are seeking on-demand full repayment of the amounts invested]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.

Final Terms dated [●]

Società per la Gestione di Attività – S.G.A. S.p.A.

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

under the

€1,000,000,000

Euro Medium Term Note Programme

PART A - CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the "**Conditions**") set forth in the base prospectus dated 25 May 2018 (the "**Base Prospectus**") [and the supplement[s] to the Base Prospectus dated [date] [and [date]], which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC (as amended by Directive 2010/73/EU) (the

“**Prospectus Directive**”) and the relevant implementing measures in Luxembourg. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented].

Full information on the Issuer and the Notes described herein is only available on the basis of a combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplement[s] to the Base Prospectus] [is/are] available for viewing at [address] and [website] and copies may be obtained from [address]. The Base Prospectus [and the supplement[s]] and, in the case of Notes admitted to trading on the regulated market of the Luxembourg Stock Exchange, the applicable Final Terms will also be published on the website of the Luxembourg Stock Exchange (*www.bourse.lu*).]

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs. *Italics denote directions for completing the Final Terms.*]

- | | | | |
|----|---|--|--|
| 1. | [(i)] | [Series Number:] | [] |
| | [(ii)] | [Tranche Number:] | [] |
| | <i>(If fungible with an existing Series):</i> | | |
| | [(iii)] | [Date on which the Notes will be consolidated and form a single series:] | [The notes will be consolidated and form a single Series with <i>[identify earlier Tranche(s)]</i> on <i>[insert]</i>]. |
| 2. | | Specified Currency or Currencies: | [] |
| 3. | | Aggregate Nominal Amount of Notes
[admitted to trading]: | |
| | [(i)] | [Series:] | [] |
| | [(ii)] | [Tranche:] | [] |
| 4. | | Issue Price: | []% of the Aggregate Nominal Amount [plus accrued interest from <i>[insert date]</i> (<i>in the case of fungible issues only, if applicable</i>).] |
| 5. | (i) | Specified Denomination(s): | [] [and integral multiples of [] in excess thereof up to and including []. No Notes in definitive form will be issued with a denomination above [].]

<i>(Minimum denomination of the Notes will be €100,000.)</i> |
| | (ii) | Calculation Amount: | [] <i>(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. There must be a common factor in the case of two or more Specified Denominations.)</i> |
| 6. | [(i)] | Issue Date: | [] |
| | [(ii)] | Interest Commencement Date: | [Specify/Issue Date/Not Applicable] |

7. Maturity Date: *[Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year.]*
8. Interest Basis: ☐ % Fixed Rate
- ☐ month LIBOR/EURIBOR] +/- ☐ % per annum Floating Rate]
- [Floating Rate: CMS Linked Interest]
- See paragraphs [11/12] below.
- [Zero Coupon]
- (further particulars specified below)
9. Change of interest: [Applicable/Not Applicable]
- (Specify the date when any change from fixed to floating rate or vice versa occurs or cross refer to paragraphs [11] and [12] below and identify there)*
10. Put/Call Options: [Investor Put]
- [Issuer Call]
- (see paragraph [14/15] below)
- [Not Applicable]
- Early redemption for tax non-deductibility [Applicable/Not Applicable]

PROVISIONS RELATING TO [INITIAL] INTEREST (IF ANY) PAYABLE

11. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph.)*
- (i) Rate(s) of Interest: ☐ % per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [☐] in each year from (and including) [☐] up to and including the Maturity Date/[☐]
- (iii) Fixed Coupon Amount[(s)]: [☐] per Calculation Amount
- (iv) Broken Amount(s): [☐] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [☐] / Not Applicable]
- (v) Day Count Fraction: [30/360] / [360/360] / [Actual/Actual] / [Actual/Actual (ICMA)] / [Actual/365 (Fixed)] / [Actual/Actual (ISDA)] / [Actual 360] / [Bond Basis] / [30E/360] / [30E/360 (ISDA)] / [Eurobond Basis]
12. **Floating Rate Note Provisions** [Applicable/Not Applicable.]

(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (i) Interest Period(s): []
- (ii) Interest Payment Date(s): []
- (iii) Business Day Convention: [Floating Rate Convention] / [FRN Convention] / [Eurodollar Convention] / [Following Business Day Convention] / [Modified Following Business Day Convention] / [Preceding Business Day Convention] / [No Adjustment]

[Specified Period: []]
- (iv) Additional Business Centre(s): [Not Applicable/give details.]
- (v) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination]/[ISDA Determination]
- (vi) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Fiscal Agent): [] [Name] shall be the Calculation Agent *(no need to specify if the Fiscal Agent is to perform this function)*
- (vii) Calculation of other amounts by the Additional Calculation Agent: [Applicable/Not Applicable] [] [Name] shall be the Additional Calculation Agent for the purposes of calculating [] *[Specify manner of calculation]*
- (viii) Screen Rate Determination:
 - Reference Rate: [] month [LIBOR/EURIBOR]

[CMS Reference Rate/Leveraged CMS Reference Rate/Leveraged CMS Reference Rate 2/Steepner CMS Reference Rate: Unleveraged/Steepner CMS Reference Rate: Leveraged/Call Spread CMS Reference Rate]
 - Reference Currency: []/[Not Applicable]
 - Designated Maturity: []/[Not Applicable]

[The CMS Rate having a Designated Maturity of [•] shall be “CMS Rate 1” and the CMS Rate having a Designated Maturity of [•] shall be “CMS Rate 2”]

(Where more than one CMS Rate, specify the Designated Maturity for each relevant CMS Rate)
 - Interest Determination Date(s): []

(In the case of a CMS Rate where the Reference Currency is euro): [Second day on which the Target2 system is open prior to the start of each Interest Period]

(In the case of a CMS Rate where the Reference Currency is other than euro): [Second (specify type of day) prior to

		the start of each Interest Period]
	• Relevant Screen Page:	[For example, Reuters page EURIBOR01/other (<i>give details</i>)] (<i>In the case of a CMS Linked Interest Note, specify relevant screen page and any applicable headings and captions</i>)
	• Relevant Time:	[For example, 11.00 a.m. [London/Brussels] time/other (<i>give details</i>)]
	• Relevant Financial Centre:	[For example, London/Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro/other (<i>give details</i>))]
	• Cap:	[[•]% per annum]
	• Floor:	[[•] % per annum]
	• Leverage:	[[•] % per annum]
(ix)	ISDA Determination:	
	• Floating Rate Option:	[]
	• Designated Maturity:	[]
	• Reset Date:	[]
		(<i>In the case of a LIBOR or EURIBOR based option, the first day of the Interest Period. In the case of a CMS Linked Interest Note, if based on euro then the first day of each Interest Period and if otherwise to be checked</i>)
(x)	Linear Interpolation:	[Not Applicable/Applicable - the Rate of interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (<i>specify for each short or long interest period</i>)] [+/-] [] per cent. per annum
(xi)	Margin(s):	[+/-][]% per annum.
(xii)	Minimum Rate of Interest:	[Not applicable/[]% per annum.]
(xiii)	Maximum Rate of Interest:	[Not applicable/[]% per annum.]
(xiv)	Day Count Fraction:	[Actual/Actual] / [Actual/Actual (ISDA)] / [Actual/Actual (ICMA)] / [Actual/365 (Fixed)] / [Actual/360] / [30/360] / [360/360] / [Bond Basis] / [30E/360] / [30E/360 (ISDA)] / [Eurobond Basis]
13.	Zero Coupon Note Provisions	[Applicable/Not Applicable] (<i>If not applicable, delete the remaining sub-paragraphs of this paragraph.</i>)
	(i) Accrual Yield:	[]% per annum.
	(ii) Reference Price:	[]% of Aggregate Nominal Amount

- (iii) Day Count Fraction for the purpose of Condition [7.6(b)] (*Redemption and Purchase – Early redemption of Zero Coupon Notes*): [Actual/Actual] / [Actual/Actual (ISDA)] / [Actual/Actual (ICMA)] / [Actual/365 (Fixed)] / [Actual/360] / [30/360] / [360/360] / [Bond Basis] / [30E/360] / [30E/360 (ISDA)] / [Eurobond Basis]

PROVISIONS RELATING TO REDEMPTION

14. **Call Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (i) Optional Redemption Date (Call): []
- (ii) Optional Redemption Dates: [[] in each year beginning on the Optional Redemption Date (Call)].
- (iii) Optional Redemption Amount(s) (Call): [] per Calculation Amount.
- (iv) Redemption in part: [Applicable/Not Applicable]
- (v) If redeemable in part:
- (a) Minimum Redemption Amount: []
- (b) Maximum Redemption Amount: []
15. **Put Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (i) Optional Redemption Date(s) (Put): []
- (ii) Optional Redemption Amount(s) (Put): [] per Calculation Amount
16. **Final Redemption Amount** [[] per Calculation Amount]
17. **Early Redemption Amount (Tax)** [[Not Applicable] / [] per Calculation Amount]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

18. Form of Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes upon the occurrence of an Exchange Event.]
- [Temporary Global Note exchangeable for Definitive Notes on or after the Exchange Date.]
- [Permanent Global Note exchangeable for Definitive Notes upon the occurrence of an Exchange Event.]

[In relation to any Notes issued with a denomination of €100,000 (or equivalent) and integral multiples of €1,000 (or equivalent), the Permanent Global Note representing such Notes shall only be exchangeable to Definitive Notes in the limited circumstances of (1) closure of the ICSDs; and (2) default of the Issuer.]

- | | | |
|-----|---|--|
| 19. | New Global Note: | [Applicable/Not Applicable] |
| 20. | Additional Financial Centre(s) or other special provisions relating to Payment Business Days: | [Not Applicable/give details. <i>Note that this paragraph relates to the place of payment.</i>] |
| 21. | Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): | <p>[Yes, as the Notes have more than 27 coupon payments. Talons may be required if, on exchange into definitive form, more than 28 coupon payments are still to be made]/[No]</p> <p>(If yes:) [Dates on which Talons mature: []]</p> |
| 22. | Unmatured Coupons void | [Condition 8(f) applies/does not apply] |

[THIRD PARTY INFORMATION]

[] has been extracted from []. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By:
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing: [Official List of the Luxembourg Stock Exchange/other (specify)/None]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on [the regulated market of the Luxembourg Stock Exchange] with effect from [] and on [specify] with effect from [] / [Not Applicable.] (where documenting a fungible issue need to indicate that original securities are already admitted to trading.)]
- (iii) Estimate of total expenses of admission to trading: [] []

2. ADDITIONAL INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

(Need to include a description of any additional interest, including conflicting ones, that is material to the issue/offer, in addition to those described in the Base Prospectus, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the statement in the form shown below.)

[Save for any fees payable to the [[Joint Lead]Managers/Dealers], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.] (Amend as appropriate if there are other interests)

3. YIELD (Fixed Rate Notes only)

[Indication of yield: [] / [Not Applicable]

4. HISTORIC INTEREST RATES / BENCHMARK RATES (Floating Rate Notes only)

[Details of historic [LIBOR/EURIBOR/other as specified in the Conditions] rates can be obtained from [Reuters].] / [Not Applicable]

[Specify benchmark] is provided by [administrator legal name]. As at the date of these Final Terms, [Administrator legal name] [appears]/[does not appear] in the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 of Regulation (EU) 2016/1011.] As far as the Issuer is aware, the transitional provisions in Article 51 of the BMR apply, such that the [Administrator legal name] is not currently required to obtain authorisation/registration [(or, if located outside the European Union, recognition, endorsement or equivalence)] / [Not Applicable]

5. OPERATIONAL INFORMATION

- | | | |
|-------|--|-------------------------|
| (i) | ISIN: | [] |
| (ii) | Common Code: | [] |
| (iii) | [FISN: | [] |
| (iv) | [CFI Code: | [] |
| (v) | Intended to be held in a manner which would allow Eurosystem eligibility | [Not Applicable/Yes/No] |

[Yes. Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] *(Include this text if “Yes” selected in which case the Notes must be issued in NGN form)* / [No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

- | | | |
|--------|---|--|
| (vi) | Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, S.A., Luxembourg and the relevant identification number(s): | [Not Applicable/give name(s) and number (s)] |
| (vii) | Delivery: | Delivery [against/free of] payment. |
| (viii) | Names and addresses of additional Paying Agent(s) (if any): | [] |
| (ix) | Method of distribution | [Syndicated/Non-syndicated] |
| (x) | If syndicated: | [Not Applicable] |
| (a) | Names and addresses of Dealers: | [] |
| (b) | Date of subscription | [] |

agreement:

(c) Stabilising manager(s) (if [Not Applicable]/[]
any):

6. US Selling Restrictions: Reg. S Compliance Category:
[TEFRA C] / [TEFRA D] / [TEFRA not applicable]

OVERVIEW OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Clearing System Accountholders

Each Global Note will be in bearer form. Consequently, in relation to any Tranche of Notes represented by a Global Note, references in the Terms and Conditions to “Noteholder” are references to the bearer of the relevant Global Note which, for so long as the Global Note is held by a depositary or a common depositary, in the case of a CGN, or a common safekeeper, in the case of a NGN for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or, as the case may be, common safekeeper.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note (each an “**Accountholder**”) must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder’s share of each payment made by the Issuer to the bearer of such Global Note and in relation to all other rights arising under the Global Note. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Note will be determined by the respective rules and procedures of Euroclear and Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Notes are represented by the Global Note, Accountholders shall have no claim directly against the Issuer in respect of payments due under the Notes and such obligations of the Issuer will be discharged by payment to the bearer of the Global Note.

Exchange of Temporary Global Notes

Whenever any interest in a Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure:

- (a) in the case of first exchange, the prompt delivery (free of charge to the bearer) of such Permanent Global Note, duly authenticated and, in the case of an NGN, effectuated, to the bearer of the Temporary Global Note; or
- (b) in the case of any subsequent exchange, an increase in the principal amount of such Permanent Global Note in accordance with its terms,

in each case in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and received by the Fiscal Agent against presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Fiscal Agent within 7 days of the bearer requesting such exchange.

Whenever a Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

- (a) a Permanent Global Note has not been delivered or the principal amount thereof increased by 5.00 p.m. (London time) on the seventh day after the bearer of a Temporary Global Note has requested exchange of an interest in the Temporary Global Note for an interest in a Permanent Global Note; or

- (b) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the forty-fifth day after the bearer of a Temporary Global Note has requested exchange of the Temporary Global Note for Definitive Notes; or
- (c) a Temporary Global Note (or any part thereof) has become due and payable in accordance with the Terms and Conditions, or the date for final redemption of a Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Temporary Global Note in accordance with the terms of the Temporary Global Note on the due date for payment,

then the Temporary Global Note (including the obligation to deliver a Permanent Global Note or increase the principal amount thereof or deliver Definitive Notes, as the case may be) will become void at 5.00 p.m. (London time) on such seventh day (in the case of (a) above) or at 5.00 p.m. (London time) on such thirtieth day (in the case of (b) above) or at 5.00 p.m. (London time) on such due date (in the case of (c) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under a deed of covenant dated 25 May 2018 (the “**Deed of Covenant**”) executed by the Issuer). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Temporary Global Note will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Temporary Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Exchange of Permanent Global Notes

Whenever a Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note at the Specified Office of the Fiscal Agent within 30 days of the bearer requesting such exchange.

If:

- (a) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the forty-fifth day after the bearer of a Permanent Global Note has duly requested exchange of the Permanent Global Note for Definitive Notes; or
- (b) a Permanent Global Note was originally issued in exchange for part only of a Temporary Global Note representing the Notes and such Temporary Global Note becomes void in accordance with its terms; or
- (c) a Permanent Global Note (or any part of it) has become due and payable in accordance with the Terms and Conditions, or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Permanent Global Note in accordance with the terms of the Permanent Global Note on the due date for payment,

then the Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on the date on which such Temporary Global Note becomes void (in the case of (b) above) or at 5.00 p.m. (London time) on such due date (in the case of (c) above) and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have

under the Deed of Covenant. Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Permanent Global Note will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Permanent Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Conditions applicable to Global Notes

Each Global Note will contain provisions which modify the Terms and Conditions as they apply to the Global Note. The following is an overview of certain of those provisions:

Payments: All payments in respect of the Global Note will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Note to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Note, the Issuer shall procure that in respect of a CGN the payment is noted in a schedule thereto and in respect of an NGN the payment is entered *pro rata* in the records of Euroclear and Clearstream, Luxembourg.

Exercise of put option: In order to exercise the option contained in Condition 7.4 (*Redemption at the option of Noteholders*) the bearer of the Permanent Global Note must, within the period specified in the Conditions for the deposit of the relevant Note and put notice, instruct the Fiscal Agent through the ICSDs.

Partial exercise of call option: In connection with an exercise of the option contained in Condition 7.3 (*Redemption at the option of the Issuer*) in relation to some only of the Notes, the Permanent Global Note may be redeemed in part in the principal amount specified by the Issuer in accordance with the Terms and Conditions and the Notes to be redeemed will not be selected as provided in the relevant Conditions but in accordance with the rules and procedures of Euroclear and Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in principal amount, at their discretion).

Notices: Notwithstanding Condition 16 (*Notices*), while all the Notes are represented by a Permanent Global Note and/or a Temporary Global Note and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 16 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, except that, for so long as such Notes are admitted to trading on the Luxembourg Stock Exchange and it is a requirement of applicable law or regulations, such notices shall be published in a leading newspaper having general circulation in Luxembourg (which is expected to be *Luxemburger Wort*) or published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Payment Business Day: Notwithstanding the definition of “**Payment Business Day**” in Condition 2(a) (*Definitions*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, “Payment Business Day” means:

- (a) if the currency of payment is euro, any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or

- (b) if the currency of payment is not euro, any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes.. In particular, SGA may, on the basis of future liquidity requirements of each of the Gruppo Vicenza Patrimonio Destinato and the Gruppo Veneto Patrimonio Destinato on the one hand, and the requirements of SGA Patrimonio Generale on the other hand, decide to on-lend to either or both Patrimonio Destinato part or all of the net proceeds from each issue of Notes in order to fund its (or their) operational needs, determining the relevant terms on which the net proceeds will be so on-lent.

DESCRIPTION OF THE ISSUER

OVERVIEW

Società per la Gestione di Attività – S.G.A. S.p.A. (**SGA** or the **Issuer**) is a joint stock company limited by shares (*società per azioni*) incorporated under Italian law. Its registered office and headquarters are at Via San Giacomo 19, 80133 Naples, Italy and Via Turati 12, 20121 Milan, respectively, and its telephone numbers are +39 081 7601111 (Naples) and +39 02 86887220 (Milan). SGA is registered with the register of companies of Naples under number 1635/89 and on the Registry of Financial Intermediaries pursuant to article 106 of Legislative Decree 385/93 (the **Consolidated Banking Act**) under number 6. Its fiscal code and VAT number is 05828330638.

SGA is a financial intermediary specialising in the management, servicing and recovery of non-performing exposures (*crediti deteriorati*) (**NPE**). It has accumulated experience in the management of loans classified as defaulted (*in sofferenze*¹), unlikely-to-pay (*inadempienza probabili*²) and overdrawn and/or past-due (*esposizioni scadute e/o sconfinanti*³) as a result of its role in the bailout of Banco di Napoli S.p.A. (**Banco di Napoli**). See further “History” below. Following Legislative Decree no. 59 of 3 May 2016 (converted into law by Law no. 119 of 30 June 2016), the entire share capital of SGA was acquired by the Italian Ministry of the Economy and Finance (**MEF**) and the corporate purpose of SGA was modified thereby stating expressly that SGA may perform the servicing and recovery of receivables originated by parties other than Banco di Napoli.

More recently, SGA has acquired, through Gruppo Vicenza Patrimonio Destinato and Gruppo Veneto Patrimonio Destinato, the non-performing receivables belonging to Banca Popolare di Vicenza S.p.A. in liquidation and Veneto Banca S.p.A. in liquidation, which were placed in liquidation, and has been assigned the task of servicing and recovering such receivables. See further “Recent Developments – Acquisition of the BPVi/VB Receivables”.

Pursuant to its by-laws, SGA’s period of incorporation will end on 31 December 2100, subject to any extension. As provided by Article 3 of its by-laws, SGA’s corporate purpose is to acquire and manage with a view to realise, in a cost-effective manner, receivables originated by banks registered in the register referred to in article 13 of the Consolidated Banking Act and by companies belonging to banking groups registered in the register referred to in article 64 of the Consolidated Banking Act. In addition, SGA may purchase shares and other financial assets, including asset backed securities collateralised by receivables originated by banks and companies belonging to banking groups and shares of closed-end investment funds, reserved for professional investors, set up for the subscription of shares issued by banks or for the subscription and/or purchase of securities issued by companies established to finance the purchase of receivables originated by banks and companies belonging to banking groups. Furthermore, SGA may – also acting through dedicated asset pools (*patrimoni destinati*) constituted in accordance with Article 5 of Law Decree no. 99 of 25 June 2017 (converted into law by Law no. 121 of 31 July 2017) and the conditions set forth in the ministerial decrees adopted pursuant thereto – grant loans to assigned debtors to maximise the realisation value of the purchased receivables (and other assets and legal relationships accessory thereto or connected therewith); and carry out leasing activities and as such become party to the receivables and obligations arising under the relating leasing contracts.

SGA’s corporate purpose includes management and judicial/extra-judicial recovery of receivables originated by banks and by companies belong to banking groups, pursuant to mandates received from the originators. When

¹ *In sofferenza* are exposures to debtors that are insolvent or in substantially similar circumstances.

² *Inadempienza probabili* (other than those classified as *in sofferenza*), also referred to as **UTP**, are those exposures in respect of which it is believed the debtors are unlikely to meet their contractual obligations in full unless action such as the enforcement of guarantees is taken.

³ *Esposizioni scadute e/o sconfinanti* (other than those classified among *in sofferenza* and *inadempienza probabili*), also referred to as **PD**, are those exposures that are overdrawn and/or past-due by more than 90 days and for above a predefined amount.

acting pursuant to mandates from securitisation vehicles incorporated under Law no. 130 of 30 April 1999 (the **Securitisation Law**), SGA may perform the role of the party appointed to carry out receivables collection, cash and payment services and to verify compliance with the law and the prospectus in accordance with Article 2, paragraphs 6 and 6bis of the Securitisation Law.

The aforementioned activities are to be performed with reference to NPEs and, secondarily, receivables that are classified (whether upfront or at a later stage) as performing. These activities may be carried out in Italy and, subject to compliance with applicable law and any requisite authorisations, outside Italy.

In order to achieve its corporate purpose, SGA may carry out transactions concerning the management, in any form, the disinvestment and the disposal of receivables, participations and other financial assets; as well as, incidentally, any other commercial, financial, securities and real estate transactions in compliance with applicable law. In accordance with Article 18, paragraph 3 of Legislative Decree no. 58 of 24 February 1998, SGA may carry out, vis-à-vis the assigned debtors as part of its receivables management activities, trading for own account and execute orders on account of customers, in each case with reference to derivative financial instruments.

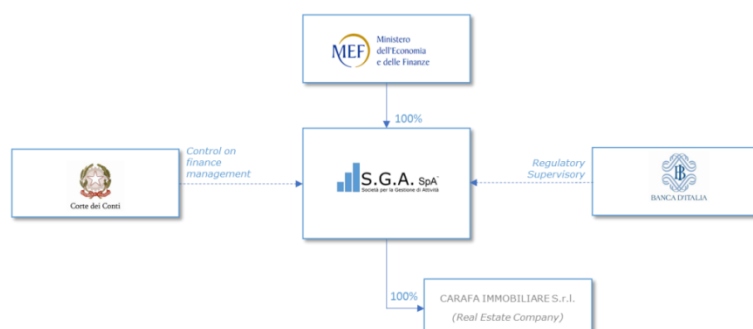
SGA may also issue bonds in compliance with applicable laws and regulations. The Board of Directors has authority to approve issuances of financial instruments other than shares or that are not convertible into shares. The adoption of a programme for the issuance of these financial instruments that are to be listed on the regulated markets, or individual issuances of such instruments otherwise than under a programme that has been approved by the shareholders, may only be made if there are ascertained financial needs of SGA and are subject to prior approval by the shareholders pursuant to Article 2364, paragraph 1(5) of the Italian Civil Code.

As at the date of this Base Prospectus, SGA's share capital is equal to Euro 3,000,000 (divided into 3,000,000 ordinary shares with no nominal value) and is entirely owned by the MEF.

Accordingly to Law no. 259 of 21 March 1958, the Court of Auditors (*Corte dei Conti*) has the authority to supervise the financial management of companies owned by the Italian government, including SGA. As a financial intermediary registered on the register of financial intermediaries pursuant to Article 106 of the Consolidated Banking Act, SGA is also subject to regulatory supervision by the Bank of Italy as the competent supervisory authority.

At the date of this Base Prospectus, SGA has a wholly owned subsidiary - Immobiliare Carafa S.r.l. - that was incorporated by SGA on 12 October 1999. Immobiliare Carafa S.r.l. participates in auctions and repossession operations, with a view to maximising the realisation values of the asset backed receivables.

The following diagram illustrates the structure of SGA as at the date of this Base Prospectus.



HISTORY

Incorporated in 1989, SGA commenced its activities with the servicing and recovery of receivables owned by Banco di Napoli in December 1996 in the context of the bailout and subsequent privatisation of the bank pursuant to Italian Legislative Decree no. 497 of 24 September 1996 (converted into law by Law no. 588 of 19 November 1996).

Over the years, SGA purchased receivables then administered by SGA, with a view to a recovery of the receivables aimed at maximising their realisation value. These purchases included in particular:

- acquisition in December 1996 from Banco di Napoli of a portfolio of defaulted loans, problem and restructured loans and certain other receivables at risk (the **Banco di Napoli Receivables**) with an aggregate nominal value of approximately €8.98 billion, for a consideration of approximately €6,425.9 million, of which €6,272.9 million towards loan receivables and €153 million towards other receivables. See further “*Business – Banco di Napoli Receivables*” below;
- acquisition in July 2000 of a portfolio of problem loans from Isveimer – Istituto per lo Sviluppo Economico dell’Italia Meridionale S.p.A. (in liquidation) (**Isveimer**) with a gross book value of €1,098.8 million, for a consideration of €288.6 million (the **Isveimer Receivables**). See further “*Business – Isveimer Receivables*” below.

In September 2002, SGA acquired from Isveimer its entire participation in Gestione e Recupero Attivi Anomali da Leasing – G.r.a.a.l. – S.r.l., that was subsequently merged into SGA.

Since April 2016, SGA has been registered as a financial intermediary pursuant to Article 106 of the Consolidated Banking Act.

Following Legislative Decree no. 59 of 3 May 2016 (converted into law by Law no. 119 of 30 June 2016), the entire share capital of SGA was acquired by MEF and the corporate purpose of SGA was modified so as to refer expressly to the servicing and recovery of receivables originated by parties other than Banco di Napoli. In the context of the liquidation of BPVi and VB, Law Decree no. 99 of 25 June 2017 (converted into law by Law no. 121 of 31 July 2017) (**Law Decree 99/2017**), as implemented by the decree no. 221 issued by MEF on 22 February 2018 (the **MEF Decree**), provide for SGA to purchase a portfolio of non-performing receivables from the liquidators of Banca Popolare di Vicenza S.p.A. (**BPVi**) and Veneto Banca S.p.A. (**VB**) (respectively, the **BPVi Liquidators** and **VB Liquidators**) classified as defaulted, unlikely to pay or past due (respectively, the **BPVi Portfolio** and the **VB Portfolio** and the corresponding receivables, the **BPVi Receivables** and the **VB Receivables**) having underlying approximately 121,000 debt positions with an aggregate gross book value of approximately €18.7 billion, and for SGA to administer and service such receivables with a view to their recovery and to maximise their realisation values. As used in this Base Prospectus, the term **BPVi/VB Liquidators** shall refer to the BPVi Liquidators and/or the VB Liquidators, and the terms **BPVi/VB Portfolios** and **BPVi/VB Receivables** shall refer to the BPVi Portfolio and/or the VB Portfolio, and the BPVi Receivables and/or the VB Receivables, in each case, as the context requires. See further “*Recent Developments – Acquisition of the BPVi/VB Receivables*”. SGA plays a strategic role in the context of the liquidation of BPVi and VB and the sale of part of the two banks’ activities (other than the non-performing exposures) to Intesa Sanpaolo S.p.A. (“**Intesa Sanpaolo**”). In this connection, it should be noted that since the Italian state has guaranteed the repayment of loans granted by Intesa Sanpaolo to finance the winding down of BPVi and VB in case the liquidation mass was insufficient to reimburse such loans, an efficient and speedy recovery of the BPVi/VB Receivable is in the interest of all parties concerned (MEF, SGA and the BPVi/VB Liquidators alike).

The size of the BPVi/VI Portfolios (comprised of approximately €18.7 billion in gross book value of receivables assigned up front plus additional non-performing receivables to be added to the portfolios further to their re-assignment by Intesa Sanpaolo) would render SGA the second largest player in the Italian NPE market in terms of volume of assets under management. Management believes that the BPVi/VB transaction gives SGA a competitive advantage to become the preferred management platform for other NPE portfolios in Italy by enabling SGA to benefit from economies of scale in its activities and to continue to accumulate expertise in its core business of NPE servicing and recovery.

BUSINESS STRATEGY

In pursuit of SGA's goal to become a major player in the Italian NPE market as master and special servicer of both proprietary and third parties portfolios, and in contemplation of the significant increase in size of its portfolios under management following acquisition of the BPVi/VB Receivables envisaged by Law Decree 99/2017, a series of preparatory actions have been taken by SGA since late 2017/early 2018, including:

- amending its by-laws to provide for the attribution of powers and delegation of authorities to specific board members, taking into consideration the new business model and the new internal organisation and so as to allow for the flexibility needed in the management of the enlarged portfolios of receivables;
- introducing a new organisational structure and hiring of personnel to have an adequate staff structure consistent with the increased volume and complexity of SGA's activities (see further "*Corporate Governance, Organisational Structure and Internal Controls*" below);
- defining a new business model, especially for the management of unlikely-to-pay and past due receivables; finalising the arrangements for outsourcing the management of selected portfolio clusters to specialised third party special servicers and the interim special servicing arrangements for the securitised positions comprised amongst the BPVi/VB Receivables (see further paragraphs headed "*In-house structure*" and "*Interim Special Servicing of the securitised receivables*" in "*SGA's portfolio management platform*" below);
- concluding agreements with Intesa Sanpaolo for the secondment of certain Intesa Sanpaolo employees (former loan managers of BPVi/VB) to administer the BPVi/VB Receivables and for the performance by Intesa Sanpaolo of selected operational aspects connected to the management of unlikely-to-pay and past-due positions, such as current accounts, commercial papers and export finance, which activities may be carried out only by a bank (see further "*SGA's portfolio management platform – Arrangement with Intesa Sanpaolo for front-end services*" below);
- implementing relevant procedures and activities to manage the onboarding process of the BPVi/VB Receivables and for migration of the underlying documentation and data tapes (see further "*SGA's portfolio management platform – Back office and documentation management activities*" below); and
- assessment of SGA's existing information technology system, implementation of steps to integrate the infrastructure used in the management of the BPVi/VB Receivables, introduction of new applications and providers with a view to achieving an ICT architecture with fully integrated back-end and front-end platforms (see further "*SGA's portfolio management platform – Information Technology Infrastructure*" below).

BUSINESS

SGA's core business is the servicing and recovery of non-performing receivables. The company has accumulated significant expertise over the years in the management and value enhancement of non-performing exposures, through both judicial and extra-judicial processes, and possesses an efficient platform for the servicing of receivables and realisation of the underlying real estate properties and other collaterals.

As at 31 December 2017, SGA held a proprietary portfolio of non-performing exposures with a gross book value of €2,281,255,669, comprised primarily of the Banco di Napoli Receivables purchased by SGA from Banco di Napoli in December 1996 and the Isveimer Receivables purchased by SGA from Isveimer in July 2000, in each case, that

were still outstanding as of such date. These receivables and the relating recoveries form part of the general assets of SGA.

In addition to servicing and managing proprietary loans that form part of its general assets, SGA also services and manages receivables that form part of dedicated assets pools constituted specifically for such purposes (each, a **Patrimonio Destinato**). In accordance with the arrangements with the BPVi/VB Liquidators, a portion of the recoveries that form part of the dedicated assets of each Patrimonio Destinato constituted for the purposes of the BPVi Receivables (the **Gruppo Vicenza Patrimonio Destinato**) and the VB Receivables (the **Gruppo Veneto Patrimonio Destinato**), referred to in the Receivables Transfer Agreements as *Competenze SGA*, will be paid to SGA and will form part of SGA's general assets: see further below "*Recent Developments – Acquisition of the BPVi/VB Receivables – SGA's Share of Recoveries*". As used in this Base Prospectus, the term **Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato** shall refer to the Gruppo Vicenza Patrimonio Destinato and/or the Gruppo Veneto Patrimonio Destinato, as the context requires.

SGA is furthermore positioning itself to offer receivables servicing and management services to third parties, as well as other consultancy and technical support services in the NPE market in Italy.

To assist in the pursuit of its objective to become a leading player in the Italian NPE market, SGA has obtained a RSS2, CSS2 and ABS2 "Level 2" servicer rating from Fitch Ratings. Level 2 ratings are assigned to servicers that demonstrate high performance in overall servicing ability.

The Banco di Napoli Receivables, the Isveimer Receivables and the GRAAL Receivables

Banco di Napoli Receivables

The Banco di Napoli Receivables were purchased by SGA from Banco di Napoli pursuant to a receivables transfer agreement dated 31 December 1996 for a consideration of approximately €6.42 billion. At the same time, Banco di Napoli granted to SGA a loan corresponding to the purchase price of the Banco di Napoli Receivables and other loans to cover the expenses for servicing the receivables. SGA acted initially as master servicer of the Banco di Napoli Receivables, while Banco di Napoli carried out, on a gratuitous basis, the day-to-day servicing and administration of the receivables under the supervision and coordination of SGA pursuant to a separate mandate (the **Servicing Mandate**). SGA commenced servicing a small portion of the Banco di Napoli Receivables in 2001 (approximately 250 loans for a gross book value of €0.3 billion). Following an agreement between the parties in October 2014, SGA assumed directly the servicing of the entire portfolio (approximately 5,200 loans for a gross book value of €3 billion) and the Servicing Mandate terminated in April 2015. In April 2016 SGA entered into a settlement with companies of the Intesa Sanpaolo group pursuant to which SGA received €2.5 million by way of compensation towards the conclusive settlement of all outstanding claims between the parties in respect of the Banco di Napoli Receivables.

A total of 28,206 loan positions with an aggregate original nominal value of €6,750 million were extinguished during the period 1996 through to December 2017. Cumulative recoveries on these positions amounted to €4,447 million, corresponding to 91.21% of the purchase price of €4,876 million paid therefor; and legal expenses incurred in connection with these debt positions amounted to €171.4 million, corresponding to 3.85% of the cumulative recoveries and 2.54% of the original nominal value of these loan positions.

As at 31 December 2017, approximately 3,500 loan positions (inclusive of positions with zero nominal value) with an aggregate nominal value of €1,894 million remained outstanding as at 31 December 2017. Cumulative recoveries on these positions amounted to €663 million, corresponding to 49.36% of the purchase price of €1,343 million paid therefor; and legal expenses incurred in connection with these loan positions as at 31 December 2017 amounted to €105 million, corresponding to 15.86% of the cumulative recoveries through to 31 December 2017 and 5.55% of the original nominal value of these loan positions.

Of the loan positions outstanding as at 31 December 2017, individuals and corporates accounted for approximately 90% and 10%, respectively, of the assigned debtors. In terms of asset class, 15% of the outstanding loan positions were secured (mortgage) loans, 34% of the outstanding loan positions were unsecured and the remainder were mixed loans, in each case, as at 31 December 2017.

Recoveries in respect of non-performing loans comprised amongst the Banco di Napoli Receivables during 2017 amounted to approximately €35.2 million, leading to €5,117.3 million of cumulative recoveries since their acquisition in 1996 through to 31 December 2017. This is substantially in line with the recovery percentages experienced during the last few years and consistent with the age of the portfolio and the status of the related recovery proceedings which, in many cases, have reached the imminent closure phases.

Isveimer Receivables

The Isveimer Receivables (with a gross book value as at 1 July 2000 of approximately €1,098.8 million) were purchased by SGA from Isveimer, with Bank of Italy's authorisation, pursuant to a receivables transfer agreement dated 5 July 2000 for a consideration of approximately €288.6 million, which was paid in part by the assumption by SGA of Isveimer's debt obligation to repay €28.9 million pledged to secure the receivables and in part by instalments against amounts subsequently recovered by SGA in respect of the Isveimer Receivables net of servicing expenses which were withheld. As a result of a guarantee obtained by SGA from Isveimer that the overall recoveries would correspond the consideration, any shortfall between the net recoveries on the Isveimer Receivables and the consideration due from SGA to Isveimer would have been compensated by an enforcement of such guarantee.

On 19 September 2002, SGA acquired from Isveimer its entire participation in Gestione e Recupero Attivi Anomali da Leasing – G.r.a.a.l. – S.r.l. (**GRAAL**) together with claims under a loan agreement granted to GRAAL by Isveimer, for a consideration of approximately €35.3 million, with a view to enabling the subsequent acquisition by GRAAL of a portfolio of problem loans owned by B.N. Commercio e Finanza S.p.A., a subsidiary of Isveimer. GRAAL merged with, and was incorporated into, SGA in 2009.

The consideration for the Isveimer Receivables was paid in full by SGA to Isveimer by the fourth quarter of 2006 out of net recoveries from the Isveimer Receivables. During 2007, SGA and Isveimer entered into an agreement to settle all outstanding disputes between them concerning the Isveimer Receivables, pursuant to which SGA agreed to pay to Isveimer a further amount representing servicing expenses withheld, which amount was fully covered by sums recovered on the Isveimer Receivables after the fourth quarter of 2006. Overall, €291.6 million was paid by SGA to Isveimer by way of consideration for the Isveimer Receivables.

Recoveries

The amounts recovered by SGA during the year ended 31 December 2017 amounted to €35.2 million in respect of the Banco di Napoli Receivables and €7.5 million in respect of the Isveimer Receivables and GRAAL Receivables (corresponding recoveries for 2016 being €46.6 million in respect of the Banco di Napoli Receivables and €6.8 million of recoveries in respect of the SGA Receivables and the GRAAL Receivables).

Cumulative recoveries as at 31 December 2017 totalled €5,518.8 million in respect of the Banco di Napoli Receivables and €495 million in respect of the SGA Receivables and the GRAAL Receivables (compared to €5,483.6 million in respect of the Banco di Napoli Receivables and €487.9 million in respect of the Isveimer Receivables and the GRAAL Receivables as at 31 December 2016). With reference to the loan receivables originated by Banco di Napoli, cumulative recoveries as at 31 December 2017 amounted to €5,117.3 million which corresponded to approximately 81.6% of the purchase price paid by SGA for such receivables.

Other investments and activities

SGA also invests in financial assets that are directly or indirectly related to its core business. These investments are recorded in SGA's balance sheet as Available for sale financial assets. As at 31 December 2017, Available for sale financial assets amounted to €488,078.1 thousand (€50,958.4 thousand as at 31 December 2016), including the recent investments in the Italian Recovery Fund and in Banca Carige S.p.A. described below.

Italian Recovery Fund

In August 2016, SGA entered into an irrevocable commitment to subscribe €450 million of the units in the Italian Recovery Fund (**IRF**, formerly, the Atlante II Fund), a fund managed by Quaestio Capital Management SGR S.p.A. set up with the purpose of investing in junior/mezzanine tranches in the securitisation of non-performing loans. A further underwriting commitment of €70 million was agreed in September 2017.

As at 31 December 2017, the total commitment of the fund amounted to €2,480 million represented by 2,480 units. As at the same date, SGA paid up €265 million of its overall commitment of €520 million, further to investments by IRF in a series of securitisation transactions. Approximately 20.96% of IRF's units belong to SGA, and SGA has the right to appoint one member of the board of investments of the fund.

SGA has duly notified to the Bank of Italy its participation in the IRF, in relation to which for the purpose evaluating SGA's exposure to concentration risks and compliance with applicable limits on "Large Exposures", the look-through approach is to be adopted given the nature of the fund's underlying investments (asset backed securitisation notes).

Banca Carige

On 21 December 2017 the Board of Directors of SGA approved a €30 million underwriting commitment to subscribe for shares in the capital increase of Banca Carige S.p.A. (**Carige**), as part of a wider agreement between SGA and Carige pursuant to which SGA has a right of first refusal to purchase and/or manage a portion of the non-performing exposures portfolio of the Carige group.

Carige announced on 22 December 2017 that the share capital increase was subscribed for a total amount of €544,356,998.40 through the issue of 544,435,699,840 new ordinary shares at a price per share of €0.01, of which 11,925,301,640 ordinary shares were subscribed proportionally by the first allocation sub-underwriters, and 2,982,568,147 ordinary shares were subscribed by SGA further to its underwriting commitment.

Carige's share capital following the capital increase amounts to €2,854,857,461.21 divided into 555,265,855,473 ordinary shares and 25,542 savings shares. As at 31 December 2017, SGA's participation amounted to 5.4% of Carige's issued share capital.

SGA has recorded an amount of €5.9 million (representing the difference between the subscription price paid by SGA for the Carige shares and the shares' fair market value) in its balance sheet as at 31 December 2017, under the item valuation reserve.

Other activities

During the year ended 31 December 2017, SGA received remuneration for certain advisory and due diligence activities performed on behalf of third party customers concerning non-performing exposures. See further Section 14 (*Other proceeds and expenses*) of Part C (*Details on the Income Statement*) of the explanatory notes to SGA's financial statements as at and for the year ended 31 December 2017.

RECENT DEVELOPMENTS

Acquisition of the BPVi/VB Receivables

The Receivables Transfer Agreements

In accordance with Law Decree 99/2017 and the MEF Decree, on 11 April 2018 SGA entered into a receivables transfer agreement with each of the BPVi Liquidators and the VB Liquidators (the “**BPVi Receivables Transfer Agreement**” and the “**VB Receivables Transfer Agreement**”, respectively, together the “**Receivables Transfer Agreements**” and each, a “**Receivables Transfer Agreement**”) pursuant to which the BPVi/VB Liquidators assigned to SGA (acting through and on behalf of the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato) without recourse (*pro soluto*), the BPVi Receivables and the VB Receivables, with legal effect as of 11 April 2018 and economic effect as of 1 January 2018, and with reference to selected receivables whose assignment is subject to satisfaction of separate conditions stated in the agreements, legal and economic effect as of the first day of the calendar month after all the conditions precedent to their assignment have been satisfied (respectively, the “**Legal Effective Date**” and the “**Economic Effective Date**”).

In accordance with the Receivables Transfer Agreements:

- all amounts received and recovered in respect of the BPVi/VB Receivables as of the Economic Effective Date shall belong to the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato, provided that the BPVi/VB Liquidators may retain amounts received and recovered in respect of the BPVi/VB Receivables during the period from (and including) the Economic Effective Date to (and excluding) the Legal Effective Date towards satisfaction of the Purchase Price (as defined below); and
- all expenses and costs incurred in respect of the recovery activities from (and including) the Economic Effective Date and accrued in respect of the period subsequent to the Economic Effective Date (to the extent not already paid by the BPVi/VB Liquidators) shall be borne by the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato.

In compliance with the provisions of Law Decree 99/2017, notice of the assignment of the BPVi Receivables and the VB Receivables was published by the Bank of Italy on its internet website on 11 April 2018, rendering thereby the assignment of the BPVi/VB Receivables – in accordance with the provisions of Articles 3(2) and 5(1) of Law Decree 99/2017 – fully effective vis-à-vis third parties.

The BPVi Receivables and the VB Receivables

The BPVi/VB Receivables are a portfolio of non-performing loans and, in the case of VB, non-performing leases, classified as defaulted, unlikely-to-pay or past due in accordance with Bank of Italy Circular no. 272/2008 and accounting principles, as at 26 June 2017 or following the outcome of the due diligence performed by Intesa Sanpaolo. The BPVi/VB Receivables furthermore comprise, with a view to maximising the realisation value, also the obligations of BPVi and VB to make additional disbursements under unlikely-to-pay and past due loans that are not yet fully disbursed as at the Legal Effective Date (the **UTP/PD Commitments**) as well as the asset backed securities issued by the special purpose vehicles (Flaminia SPV S.r.l. and Ambra SPV S.r.l.) in the context of securitisation transactions implemented by BPVi and VB, respectively.

As at 11 April 2018, the BPVi Portfolio comprised approximately 70,000 debt positions with a gross book value of approximately €10.3 billion; and the VB Portfolio comprised approximately 42,000 debt positions owed by debtors located in Italy with a gross book value of approximately €7.7 billion as well as approximately 9,000 debt positions owed by debtors located in Croatia, Albania, Moldavia and Romania with a gross book value of approximately € 0.7 billion.

Quarterly reporting and Final report

Pursuant to the Receivables Transfer Agreements, SGA (acting through the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato) shall deliver reports to the BPVi/VB Liquidators within 15 business days of each calendar quarter (each, a “**Quarterly Report**”) detailing, with reference to each calendar quarter (each, a “**Quarterly**

Reporting Period” save for the first such period which shall end on 30 June 2018 and the last period which shall end on the Final Date) (*inter alia*) the overall composition of the BPVi/VB Receivables and any change in values; gross amount received/recovered, identifying recoveries that are subject to potential claw-back as well as those received further to preliminary enforcement measures that have not yet been confirmed by final judgments (and any amounts retained by SGA in such connection); any total or partial cancellations further to judicial or extra-judicial settlements concluded with the assigned debtors; overall amount of non-performing receivables that are subject to set-off by reason of judicial assignment of collateral posted as security for such receivables; expenses incurred by the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato; amounts disbursed in performance of obligations in respect of the UPT/PD Commitments; proceedings brought against the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato and their status; costs and liabilities to which the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato is potentially exposed further to claims from third parties or other ascertained and quantified liabilities; SGA’s Share of Recoveries (as defined below) accrued in respect of such Quarterly Reporting Period as well as interest and/or principal (re)payments in respect of loans obtained (or financial instruments issued) by SGA or in respect of cash advances granted to SGA.

With reference to reporting on the receivables forming part of the securitisation transactions of Ambra SPV S.r.l. and Flaminia SPV S.r.l., the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato shall attach the quarterly report prepared by the master servicer of these securitisations.

From the second quarter of 2018, each Quarterly Report shall be accompanied by a report from SGA’s auditors confirming that the BPVi/VB Patrimonio Destinato has correctly applied the accounting rules applicable to the recoveries and the criteria for allocation of costs to the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato. As and when all management recovery activities in respect of the BPVi/VB Receivables are considered to have been concluded and exhausted (such date to be referred to as the **Final Date**), the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato shall deliver a final report (the **Final Report**) to the BPVi/VB Liquidators. The Final Report shall be substantially along the lines of a Quarterly Report, and shall include the balance (if any) due from the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato to the BPVi/VB Liquidators by way of Purchase Price for the BPVi/VB Receivables. **Purchase Price**

In line with the provisions of the MEF Decree, the purchase price for the BPVi/VB Receivables (the **Purchase Price**) takes the form of a claim by the BPVi/VB Liquidators against the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato, corresponding initially to the book value of the relevant receivables, as periodically adjusted to align with the greater or lesser realisation value of such receivables, subject to prior deduction of SGA’s Share of Recoveries, costs and expenses (including those relating to the technical-organisational set-up and those relating to SGA’s funding, also by way of issuance of financial instruments, in such amounts as allocated to the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato) as well as losses and liabilities incurred, in each case in relation to the purchase, ownership, management, recovery and realisation (also through disposals) of the BPVi/VB Receivables. The Receivables Transfer Agreements set out a list of items that must be deducted (without double counting) from the recoveries when determining the Purchase Price. These items include (*inter alia*) interest and other amounts relating to loans/financial instruments obtained/issued (also on account of the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato) by SGA, or cash advances granted by SGA in favour of the BPVi/VB Patrimonio Destinato, in such amounts as allocated to the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato, and SGA’s Share of Recoveries, all as better specified in the Receivables Purchase Agreements. The Purchase Price shall be paid by SGA to the BPVi/VB Liquidators in quarterly instalments. Each such quarterly instalment (a **Purchase Price Instalment**) shall correspond to the recoveries realised in respect of the BPVi/VB Receivables during the preceding Quarterly Reporting Period, less the items specified in the Receivables Transfer Agreements referring to expenses incurred, amounts disbursed, and interest/principal (re)payments made by the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato during the preceding Quarterly Reporting Period as well as SGA’s Share of Recoveries for such period (the **Net Recoveries**), subject to the right to retain certain sums out of the Net Recoveries towards creation of a liquidity reserve.

Pursuant to the Receivables Purchase Agreements, SGA (on behalf of each Patrimonio Destinato) is authorised to retain a part of the Net Recoveries to create a liquidity reserve to meet future expenses and disbursements. The Receivables Purchase Agreements provide for the Purchase Price Instalment to be increased in determined circumstances, with the increase to be paid out of the sums so retained by SGA, subject to the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato's right to reintegrate the liquidity reserve out of future Net Recoveries, or out of SGA's excess liquidity.

The Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato shall notify the BPVi/VB Liquidators when the receivables management and recovery activities are deemed to have been concluded and exhausted and shall deliver the Final Report which shall indicate, amongst other details, the last Purchase Price Instalment due to the BPVi/VB Liquidators - being the difference between the Purchase Price and the sum of all Purchase Price Instalments already made - to be paid to the BPVi/VB Liquidators on the fifth business day after delivery of the Final Report.

SGA's Share of Recoveries

Each Receivables Transfer Agreement provides, in line with Law Decree 99/2017 and the MEF Decree, that prior to paying each Purchase Price Instalment to the BPVi/VB Liquidators, SGA may retain a sum out of the amounts recovered in respect of the BPVi/VB Receivables. This amount, defined in each Receivables Transfer Agreement as *Competenze SGA* (referred to herein as **SGA's Share of Recoveries**), is comprised of the following components:

- a 'corporate and administration' component: for activities such as coordinating and supervising third party special servicers; general book-keeping and administrating accounting entries in respect of the debt positions; VAT, tax, anti-money laundering and other regulatory compliance activities; compliance with the accounting and periodic reporting obligations of each Patrimonio Destinato. This component is calculated as a fixed percentage of the gross book value of the BPVi/VB Receivables (excluding those that are the subject of securitisations) as of the commencement of the relevant Quarterly Reporting Period;
- a 'special servicing' component: for managing the recovery of receivables from time to time classified as defaulted or otherwise have characteristics analogous to receivables classified as such, where such recovery activities are performed directly by SGA. This component is calculated as a percentage of the gross book value of the relevant receivables (excluding those that are the subject of securitisation) as of the commencement of the relevant Quarterly Reporting Period, which percentage decreases over time in order to incentivise a speedy recovery of the receivables;
- a 'UTP/PD servicing' component: for managing the recovery of receivables from time to time classified as unlikely-to-pay or past due, or classified as performing but in any case do not have characteristics analogous to receivables classified as defaulted, where such recovery activities are performed directly by SGA. This component is calculated as a fixed percentage of the gross book value of the relevant receivables (excluding those that are the subject of securitisation) as of the commencement of the relevant Quarterly Reporting Period.

The Receivables Transfer Agreements provide for a mechanism pursuant to which SGA's Share of Recoveries shall be adjusted at the end of every three years by reference to the ratio between the cumulative operating margin and the cumulative operating costs of SGA in respect of the BPVi/VB Receivables during the relevant adjustment period (the **Margin Ratio**), the first such adjustment to be made with reference to the period from the Legal Effective Date to 31 December 2020. The Receivables Transfer Agreements set forth defined parameters and depending on the range within which the Margin Ratio falls, there will either be nil adjustment, or alternatively SGA will receive from the relevant Patrimonio Destinato an additional sum, or will return to the relevant Patrimonio Destinato all or part of the sums received during the adjustment period.

SGA's Industrial Plan

In compliance with the procedures set forth in the Receivables Transfer Agreements, the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato is currently finalising strategic guidelines for the management of the BPVi/VB Receivables (the **BPVi/VB Industrial Plan**) which will be submitted, together with the form of the Quarterly Report, to the BPVi/VB Liquidators for consultation. The BPVi/VB Industrial Plan (which forms part of SGA's overall Industrial Plan) will be, approved by the Board of Directors of SGA following termination of the consultation period, taking into consideration the non-binding observations received from the BPVi/VB Liquidators.

Pursuant to the Receivables Transfer Agreements, in case of any amendment to the Industrial Plan or extraordinary transactions (for example, disposals of receivables to third parties also for the purposes of securitisations) concerning portions of the BPVi/VB Receivables with an aggregate gross book value above €500 million, the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato shall inform the BPVi/VB Liquidators who may submit their observations and propose changes to the proposed amendments or transactions (as the case may be), prior to approval by SGA's Board of Directors.

Servicing and recovery activities

The Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato shall administer the BPVi/VB Receivables with the objective of maximising their value, in accordance with Article 5(3) of Law Decree 99/2017 and with due professional diligence in compliance with Article 1176(2) of the Italian Civil Code.

The Receivables Transfer Agreements provide that:

- Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato may delegate the management, recovery and servicing of determined categories of BPVi/VB Receivables to third party operators, in compliance with regulatory provisions governing the outsourcing of activities;
- Gruppo Veneto Patrimonio Destinato shall perform the obligations under the unlikely-to-pay and past due leases; and the BPVi/VB Patrimonio Destinato may agree to modify the contractual terms of the BPVi/VB Receivables or agree to waivers or payment deferrals or restructuring; apply for enforcement of the collateral securing the receivables for the disposal thereof; purchase or subscribe for shares or other instruments deriving from the conversion of selected receivables, in compliance with prudent banking practice; sell selected receivables to third parties, or confer selected receivables to funds in consideration for participations in such funds, or implement transactions to securitise selected receivables;
- the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato may make further disbursements pursuant to UTP/PD Commitments or, for the sole purpose of improving the prospects to recover the assigned receivables, grant new lines of credit to the assigned debtors in the context of debt restructuring arrangements agreed with the BPVi/VB Liquidators or in accordance with agreements stipulated in the context of applicable bankruptcy proceedings,

in each case, in line with what will be set forth in the Industrial Plan that is currently being finalised. See further the paragraph headed “*SGA's Industrial Plan*” above.

In line with the Receivable Transfer Agreements and Industrial Plan currently being finalised, and in order to meet liquidity needs relating to the management of the BPVi/VB Receivables and implementation of the each Receivables Transfer Agreement (including to perform obligations assumed, to meet recovery expenses and to grant new disbursements), the Receivables Transfer Agreements provide that:

- (a) SGA may (also on account of the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato) obtain a line of credit or issue financial instruments, and/or may grant cash advances to the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato, in each case at market rates. The parties to the Receivables Transfer Agreements agree that sums towards repayment of principal under such line of credit, financial instruments or cash advances, as well as payment of interests and other expenses relating thereto, shall be

made by SGA out of recoveries in respect of the BPVi/VB Receivables, in priority to payment of the Purchase Price to the BPVi/VB Liquidators;

- (b) upon request from the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato, the BPVi/VB Liquidators may, from time to time, agree to grant to each Patrimonio Destinato interest free cash advances, to be repaid by each Patrimonio Destinato:
- in priority to payment of the Purchase Price; and
 - if agreed between the parties, after repayment of principal outstanding under loans or financial instruments referred to under sub-(a) above, and/or payment of interests accrued and related expenses in respect thereof.

Change of control of SGA

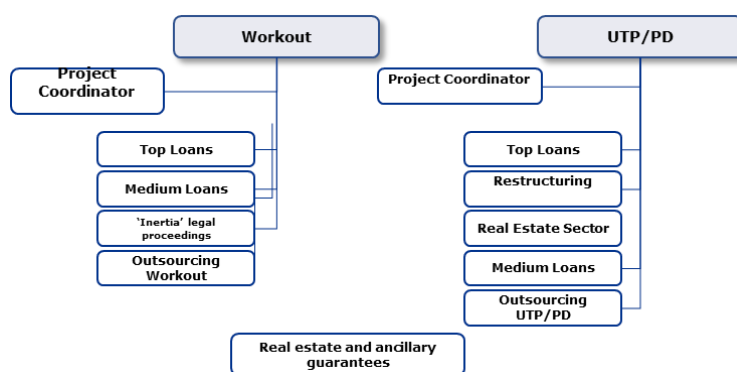
Pursuant to the Receivables Transfer Agreements, if SGA ceases to be controlled by the Italian state, or in case of transfer or assignment of the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato to a party over which the Italian state does not exercise control pursuant to Article 2359(1)(1) of the Italian Civil Code, certain provisions regarding the management and servicing of the BPVi/VB Receivables, the funding of SGA's liquidity needs and the performance of extraordinary transactions shall be promptly renegotiated between the parties. Pending completion of such renegotiations, certain acts specified in the Receivables Transfer Agreements may be performed by the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato only with the prior approval of the BPVi/VB Liquidators.

SGA'S PORTFOLIO MANAGEMENT PLATFORM

In-house structure

SGA's in-house portfolio management structure has undergone significant changes recently in contemplation of the acquisition of the BPVi/VB Receivables. In particular, this structure has witnessed an increase in terms of headcount and has been reorganised into two separate units, as illustrated in the diagram below:

- a workout unit adopting pure recovery strategies dedicated to the management of defaulted exposures as well as 'gone concern' unlikely-to-pay and past due exposures that will be managed as defaulted exposures; and
- a new business unit dedicated to the proactive management of 'going concern' unlikely-to-pay and past due exposures.



Each unit has its own teams of loan managers, who are assigned to specific groups (clusters) of receivables based on debtor's geographical location, size of exposure, type of debtor, status of the legal procedure, availability and nature of collateral, etc. Each business unit has defined strategies to be adopted by the loan managers according to the cluster categorisation of the debt position under management. These strategies envisage proactive in-house direct management of positions with high potential recovery and/or high level of criticality, as well as those positions where internal management is more cost-effective (for example, when the judicial recovery procedure is

towards the end stage), whereas fragmented positions with low gross book value and/or low recovery probability will be outsourced, also to leverage on the economies of scale of external specialised servicers. There will also be dedicated and independent teams for portfolio strategy and monitoring (reporting to the Chief Financial Officer), for back offices activities (reporting to the Chief Operating Officer), for managing the outsourcing processes and for selecting and monitoring external lawyers.

SGA has laid down detailed operational guidelines and parameters to be followed by the loan managers when considering whether to agree to restructuring of UTP/PD positions, or whether to grant new credit lines or approve further disbursements, as well as clearly defined levels of decision making. Depending on the complexity of the debt position and the size of the exposure, additional formalities may be requested such as analyses of the assigned debtor's business plan or risk opinion from the Chief Risk Officer. The cluster allocation of the files takes into account (*inter alia*) the originator and the gross book value of the debt positions, whether the assigned debtor is a corporate or retail and whether the position is subject to restructuring, to ensure that each file is assigned to a loan manager/asset manager and recovery team with the most appropriate expertise and focus.

Arrangement with Intesa Sanpaolo for front-end services The BPVi/VB Receivables comprise unlikely-to-pay and past due positions in respect of which certain disbursement obligations are still outstanding. With a view to maximise the realisation value of these receivables, the Receivables Transfer Agreements envisage that the Gruppo Vicenza/Gruppo Veneto Patrimoni Destinati may make disbursements and advances or grant new loans and lines of credit to the assigned debtors. In addition, certain front-end banking activities can be functional to the recovery of the UTP/PD debt positions, such as current account, export finance and factoring.

Since SGA, as a non-bank financial intermediary, is not authorised to perform certain of these banking activities, SGA has entered into an agreement with Intesa Sanpaolo on 11 April 2018 which governs the provision by Intesa Sanpaolo's retail network of these banking services to support the management and recovery of the relevant BPVi/VB Receivables.

Interim Special Servicing of the securitised receivables

The BPVi/VB Receivables comprise asset backed securities issued by Ambra SPV S.r.l. (the special purpose vehicle of a securitisation transaction implemented by BPVi and its former subsidiaries, Banca Nuova S.p.A. and Farbanca S.p.A.) and Flaminia SPV S.r.l. (the special purpose vehicle of a securitisation transaction implemented by VB). While the master servicing activities for these securitisations will continue to be performed by Credito Fondiario S.p.A., the special servicing activities are currently performed: (i) by SGA pursuant to the original interim special servicing agreements entered into with the originators, to which SGA has acceded and has consequently replaced VB (in the case of the Flaminia securitisation) and BPVi and Banca Nuova (in the case of the Ambra securitisation), in each case with effect from 11 April 2018 (the **Interim Special Servicing Agreements**); and (ii) by Farbanca, as interim special servicer, in respect of the portion of the portfolio originated by it with reference to the Ambra securitisation. Pursuant to the fee letters entered into in connection with SGA's accession to the Interim Special Servicing Agreements, SGA will receive a fee from each SPV for its services, in an amount corresponding to the special servicing component of SGA's Share of Recoveries as determined pursuant to the Receivables Transfer Agreements.

Back office and documentation management activities A wide range of operations are performed by the back office to support the workout of defaulted exposures and the management of unlikely-to-pay and past due positions. These include credit payments accounting, credit management closing operations, regulatory reporting to the *Centrale dei Rischi*, anti-money laundering management and reporting formalities, reporting to the tax authorities as well as handling investigations on the assigned debtors by competent authorities. A significant overhaul of SGA's back office operations is currently ongoing as part of the general improvements to its information technology systems, with a view to unifying all the operations so as to achieve unified back-end and front-end platforms.

SGA recognises that the pre-existing documentary archives management adopted by it for the Banco di Napoli Receivables – according to which active files are archived internally by SGA on site and closed files are archived externally – would not be adequate or appropriate to handle the onboarding of the BPVi/VB Portfolios, which involves a huge quantity of physical documentation and data tapes. Third party specialised suppliers have therefore been identified to handle the categorization, digitization and physical archiving of the BPVi/VB loan files and documentation, according to a migration plan defined with other parties. The process is ongoing and it is currently envisaged that the physical onboarding process and the digitization/set-up of the new documentation archives should be completed towards the end of 2018.

Information Technology infrastructure

SGA's information technology system comprises a set of accounting, management and regulatory reporting applications to support its core business processes. Customised data management procedures generate periodic analyses and reports according to SGA's specific needs, including impairment tests, recovery forecasts, outstanding and extinguished positions, breakdown by geographic areas and by business sector, etc.

An important part of the actions contemplated by SGA refers to implement a new ICT infrastructure, integrating SGA's pre-existing core business platform with the ICT infrastructure and system used in the administration of the BPVi/VB Receivables, which system incorporates applications dedicated to the credit accounting and management of also unlikely-to-pay and past due positions. The objective is to achieve a target ICT model based on a tailored ICT architecture with fully integrated back-end and front-end platforms. This project is currently ongoing, according to clearly defined priorities and milestones involving also competitive processes to select new providers and to introduce tailored applications. At the date of this Base Prospectus, SGA has selected the core business platform, EPC managed by RAD Informatica S.p.A.: the installation project is currently under process and the release date is scheduled towards the end of June 2018. The competitive process to select the core banking platform is ongoing and is expected to conclude in June 2018. Migration projects are currently envisaged to commence during the second half of 2018. SGA's goal is to have the new ICT infrastructure fully operational from the beginning of 2019.

SHAREHOLDERS

As at the date of this Base Prospectus, SGA's issued share capital amounts to Euro 3,000,000, comprised of 3,000,000 ordinary shares with no nominal value. The entire share capital of SGA is currently held by MEF which acquired such participation from Intesa Sanpaolo on 20 September 2016.

In accordance with the provisions of article 19, paragraph 6 of Legislative Decree 78/2009 which states that the exercise of supervision and coordination pursuant to Article 2497(1) of the Italian Civil Code refers to the exercise of such supervision and coordination by legal entities (other than the State) holding an equity participation in the course of their business activities or for economic/financial purposes, SGA is not subject to any supervision or coordination pursuant to Article 2497(1) of the Italian Civil Code by the MEF.

CORPORATE GOVERNANCE, ORGANISATIONAL STRUCTURE AND INTERNAL CONTROLS

SGA has adopted a "traditional" system of corporate governance, based on a conventional organisational model involving shareholders' meetings, a board of directors, a board of statutory auditors and independent auditors.

Pursuant to its by-laws, the management of SGA is entrusted to a collegial body made up of three or five members, appointed by the shareholders' meeting (collectively the **Board of Directors** and each member so appointed a **Director**). Directors are appointed for a term not exceeding three financial years, and they may be reappointed.

According to SGA's by-laws, the Directors are responsible for the management of the company and shall perform transactions necessary to achieve SGA's corporate objects. Without prejudice to limitations as regards interlocking

directorships imposed by Law Decree no. 201 of 6 December 2011 (converted into law with modifications by Law no. 214 of 22 December 2011) and the guidelines issued by the supervisory authority, the Chief Executive Officer may not sit on the board of directors of more than two other joint stock companies (excluding subsidiaries and affiliates of SGA), while other Directors may not sit on the board of directors of more than five other joint stock companies.

Pursuant to SGA's by-laws, the board of statutory auditors (*collegio sindacale*) is composed of three auditors and two alternate auditors, each of whom shall meet the requirements provided for by applicable law and SGA's by-laws (collectively, the **Board of Statutory Auditors**). All members of the Board of Statutory Auditors are appointed by the shareholders' meeting for three years and can be reappointed. The alternate auditors will automatically replace any statutory auditor who resigns or who is otherwise unable to serve as a statutory auditor. The Statutory Auditors may not hold similar office in other companies or groups of companies operating in markets that compete with that in which SGA operates.

SGA's by-laws provide that the composition of the Board of Directors and the Board of Statutory Auditors must comply with applicable laws and regulations on the gender balance, and the Directors and Statutory Auditors must meet relevant requirements as to integrity and professionalism.

Management

Board of Directors

SGA's current Board of Directors was appointed on 7 July 2017. Unless their term of office is terminated early, all members will remain in office until the shareholders' meeting called to approve SGA's financial statements for the financial year ending 31 December 2019.

The following table sets out the current members of SGA's Board of Directors and the main positions held by each of them outside SGA.

Name	Position	Main positions held by Directors outside SGA
Alessandro Rivera	Chairman	Head of the Directorate IV – Banking and Financial System - Legal Affairs at MEF
Marina Natale	Chief Executive Officer and General Manager	Member of the Investor Committee of the Italian Recovery Fund, member of the board of directors of Valentino S.p.A. and of Fiera di Milano S.p.A.
Domenico Iannotta	Director	Manager of the Directorate VII – Finance and Privatisations at MEF

The business address of each of the Directors is Via Turati 12, 20121 Milan, Italy.

Senior management

The following table sets forth the members of SGA's senior management (the **Senior Management**), together with their current positions:

Name	Position
Marina Natale	Chief Executive Officer and General Manager

Name	Position
Anna Tosolini	Chief Financial Officer
Stefano Micheli	Chief Operating Officer
Manuela Ognissanti	Head of Compliance
Lorenzo Lampiano	General Counsel and Secretary to the Board of Directors
Roberto Piana	Human Resources

The business address of each member of the Senior Management is Via Turati 12, 20121 Milan, Italy.

Board of Statutory Auditors

The current Board of Statutory Auditors consists of three auditors and two alternate auditors. The term of office of the current Board of Statutory Auditors has expired at the shareholders' meeting of 10 May 2018 that approved SGA's financial statements for the financial year ending 31 December 2017. However, the current members of the Board of Statutory Auditors will remain in office until appointment of the new members of the Board by the shareholders' meeting of SGA. The following table sets out the current members of SGA's Board of Statutory Auditors:

Name	Position
Giancarlo Brancadoro	Chairman
Maurizio Ganelli	Statutory Auditor
Enrico Amodeo	Statutory Auditor
Gaetano De Gregorio	Alternate Auditor
Abbondio Causa	Alternate Auditor

The business address of each member of the Board of Statutory Auditors is Via Turati 12, 20121 Milan, Italy.

Court of Auditors (Corte dei Conti)

According to Article 12 of Law no. 259 of 21 March 1958, supervision of the financial management of entities owned by the public administration (such as SGA) envisaged by Article 100 of the Italian Constitution is to be exercised through magistrate(s) of the Court of Auditors, appointed by the chairman of the Court of Auditors, who shall participate in meetings of the entity's management and auditing organs.

At the date of this Base Prospectus, the magistrates appointed by the Court of Auditors to participate in the financial management supervision of SGA are Giulia de Franciscis and Carmela de Gennaro.

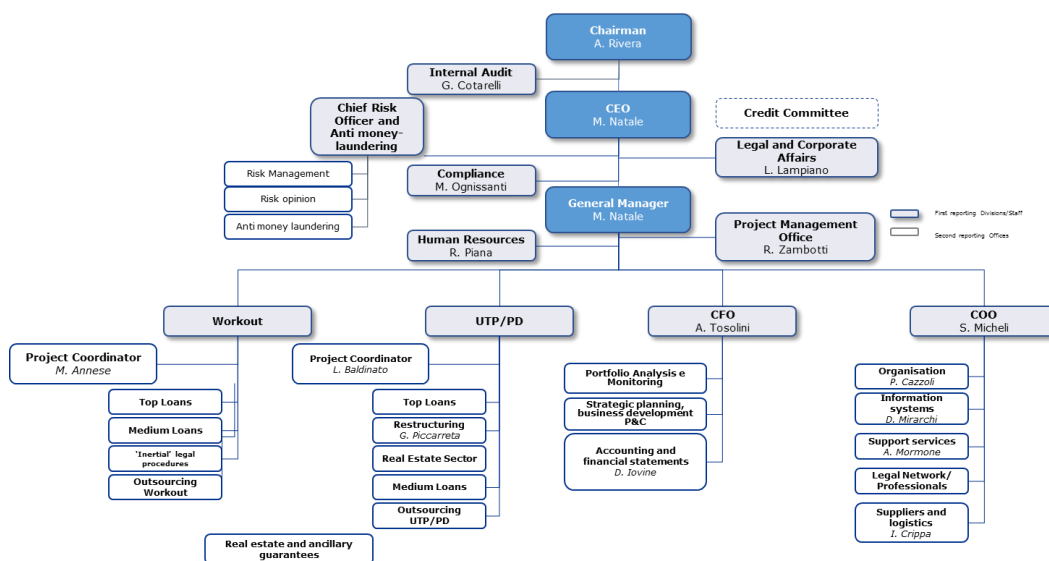
Potential conflicts of interest

The Directors and the Statutory Auditors of SGA may, from time to time, hold directorships with or have other significant interests in companies outside the Group, which may have business relationships with the Group. SGA has in place procedures aimed at identifying and managing any conflicts or potential conflicts of interest, to ensure where possible that no actual or potential conflicts of interest will arise. As at the date of this Base Prospectus, there are no actual or potential conflicts of interest between the duties of the members of the Board of Directors and the Board of the Statutory Auditors to SGA and their private interests or other duties.

Organisational structure

The following diagram illustrates the organisational structure of SGA as at the date of the Base Prospectus. This represents the outcome of a series of internal reorganisations that have involved the introduction of new internal functions and business units, the hiring of new first-line managers, loan specialists and professionals as well as enhancements to the existing structures. SGA has also entered into an arrangement with Intesa Sanpaolo for the secondment of a number of staff who were formerly loan managers of BPVi and VB, to assist in the management

of the BPVi/VB Portfolios. These new hirings and secondments have resulted in a change in SGA's human resources head count from 71 as at 31 December 2017 to 174 as at the date of this Base Prospectus (inclusive of secondees and consultants).



Control Functions

Internal Audit Function

The 'Internal Audit' function has the responsibility to verify the regularity of SGA's operations and risk trends, and assesses the reliability and the proper functioning of SGA's internal control system. In particular, this office is in charge of:

- reviewing the regularity of various corporate processes, including those outsourced, and evolution of risks;
- monitoring compliance of SGA's activities at all levels with relevant legislative provisions;
- ensuring compliance with the limits envisaged in the delegation mechanisms, as well as due and correct use of available information in SGA's activities; and
- follow-up activities to address anomalies identified.

The 'Internal Audit' function performs periodic checks, also by way of inspections, aimed at producing monthly, semi-annual and annual reports to the Board of Directors and the Board of Statutory Auditors summarising the checks undertaken during the relevant reference period.

The Board of Directors resolved on 28 February 2018 to delegate to the Internal Audit function responsibility for all relevant activities required under Legislative Decree no. 231 of 8 June 2001 (**Legislative Decree 231/2001**). In particular, Legislative Decree 231/2001 introduced the corporate administrative liability regime in Italy and requires companies to implement an organisational model aimed at preventing the commission by its officers of offences in the interest (or to the benefit) of the company and consequential liability of the company under Legislative Decree 231/2001, and to set up an internal organ (*Organismo di Vigilanza*) to oversee the implementation of the organisational model. The *Organismo di Vigilanza* is currently comprised of the statutory auditors Gianluca Brancadoro, Maurizio Ganelli and Enrico Amodeo. The Board of Directors furthermore assigned to the Internal Audit function the task to gather applicable anti-corruption and transparency regulations.

Risk Management/Anti money-laundering (AML) Function and Compliance Function Two new functions - the Risk Management/AML function and the Compliance function – have been set up during early 2018 and report directly to the Chief Executive Officer.

The Risk Management/AML function – currently outsourced to an external provider, Deloitte Risk Advisory S.r.l., and SGA is in the process of setting up this function internally - has the following tasks:

- supports the management in risk valuation and in the definition of measures to manage risks. In particular, risk management is responsible for defining the methodologies of evaluation of risks, calculation of capital requirements and performance of stress test on budget for the purpose of the Internal Capital Adequacy Assessment. In addition, risk management carries out risk assessment and identifies roles and responsibilities; performs tests on operating procedures and analyses of internal process of credit loans monitoring; and coordinates SGA's Pillar III disclosure; and
- AML ensures compliance with anti-money laundering obligations applicable to SGA, evaluates the adequacy of internal procedures and assesses their correct application.

The Compliance function is performed by SGA internally and is responsible for ensuring compliance with applicable regulations through ex ante assessments of operating procedures and ex post verifications that correct operating procedures have been applied.

SGA has in place a series of internal regulations and manuals laying down relevant procedures and guidelines to be followed by the internal control functions, as well as other rules and procedures manuals to govern on all aspects and functioning of SGA, including governance, business, organisation and communications. These internal regulations and procedures have been recently reviewed for updates to take into account evolutions in the regulatory framework, and new regulations and procedures have been adopted to align with the new business model of SGA.

Internal Control Function

An Internal Committee has been recently set up and is charged with the task of coordinating the Internal Audit function, the Compliance function and the Risk Management/Anti-money laundering function, and to interface with the internal organ (*Organismo di Vigilanza*) required by Legislative Decree 231/2001. In particular, the Internal Control Committee:

- coordinates the activities of SGA's internal control functions through the exchange of information between these functions and senior management;
- coordinates the work plans prepared by the internal control functions;
- assists the Chief Executive Officer in the implementation of the internal control system, following guidelines approved by the Board of Directors;
- examines communications and information received from the Board of Statutory Auditors and from the supervisory authority;
- reviews reports of the internal organ (*Organismo di Vigilanza*) required by Legislative Decree 231/2001.

Independent auditors

SGA's current independent auditors are PricewaterhouseCoopers S.p.A., with registered office at Via Monte Rosa, 91, 20149 Milan (PwC).

PwC is registered under No. 119644 in the Register of Accountancy Auditors (*Registro Revisori Legali*) kept by the Italian Ministry of Economy and Finance, in compliance with the provisions of Legislative Decree no. 39 of 27 January 2010. PwC is also a member of the ASSIREVI (*Associazione Nazionale Revisori Contabili*), the Italian association of auditing firms.

PwC is appointed for the audit of the annual financial statements of SGA for the period 2010 to 2018.

LITIGATION

As part of the ordinary course of business, SGA is, and may in the future be, subject to a number of administrative, civil, regulatory, criminal and tax proceedings relating to its activities.

In particular, SGA is exposed to risk of revocation of (and consequential obligation to return) public contributions granted in favour of assigned debtors that have lost the benefit thereto. The recoverability of any of these contributions that SGA may be ordered to return is difficult to estimate.

SGA is furthermore party to a number of proceedings that may potentially result in liabilities to SGA, including in the context of bankruptcy or enforcement proceedings against assigned debtors, in relation to notifications to the Centrale dei Rischi, or concerning the interest rates or methods used to calculate interest rates applicable to the assigned receivables. These proceedings - many of which commenced before the relevant receivables were purchased by SGA - involve complex, diverse and evolving legal issues as well as facts and circumstances that are peculiar to each proceeding. Their outcomes are inevitably uncertain, also due to possible differences in court interpretations.

SGA constantly reviews its outstanding and potential litigations on an on-going basis, and provisions are set aside in its financial statements to meet losses that have been ascertained, or deemed probable and reasonably estimable, in accordance with applicable accounting principles and procedures governing the preparation of financial statements. Notwithstanding the foregoing, it cannot be excluded that the occurrence of new developments, facts and circumstances that, as at the date of this Base Prospectus, are neither known nor predictable may result in such provisions being inadequate. See further “*Risk Factors – Legal proceedings*”.

For further information, see paragraph headed “*Information on the management and control of risks*” in the Report on Operations in, as well as Section 11 (*Provisions for risks and charges*), Part B of the explanatory notes to, the financial statements of SGA as at and for the year ended 31 December 2017, incorporated by reference into this Base Prospectus (see section “*Documents Incorporated by Reference*” above).

ALTERNATIVE PERFORMANCE MEASURES

In order to better evaluate the Issuer’s financial and receivables management performance (based on the financial information of the Issuer as of and for the years ended 31 December 2017 and 2016), SGA’s management has identified several alternative performance measures (“**APMs**”) - as defined by the European Securities and Markets Authority’s Guidelines on Alternative Performance Measures (ESMA/2015/1415) (the “**ESMA Guidelines**”) - which appear below and elsewhere (or are otherwise incorporated by reference) in this Base Prospectus.

Management believes that these APMs provide useful information for investors as regards the financial position, cash flows and financial performance of SGA, because they facilitate the identification of significant operating trends and financial parameters. The definitions and the calculation methods of these APMs as required by the EMSA Guidelines are set out below.

- “**ROE**” is calculated as the ratio between (a) Net profit for the period and (b) the shareholders’ equity at the beginning of the period;
- “**EBITDA**” is calculated as the sum of (a) brokerage margin, (b) net impairment losses on financial assets and (c) other administrative expenses;
- “**EBIT**” is calculated as the Result from operations;
- “**Fee Margin**” is calculated as the Net commission;
- “**Cost/Income ratio**” is calculated as the ratio between (a) Total operating costs (represented by administrative and staff-related expenses) and (b) Brokerage margin plus net impairment losses on financial assets;
- “**Period collections / FTE**” is calculated as the ratio between (a) Collections for the period (being cash flows (gross of expenses incurred) deriving from the recovery of portfolio receivables under management and (b) FTE (full time equivalent), being the average number of full time employees for the period; and

- **“Period collections / GBV”** is calculated as the ratio between (a) Collections for the period, being cash flows (gross of expenses incurred) deriving from recovery of portfolio receivables under management and (b) GBV, being the book value at the beginning of the period of the portfolio of loans under management before adjustments, depreciation, expenses and interests.

It should be noted that:

- the APMs are based exclusively on the historical data and are not indicative of the future performance;
- the APMs have not been subject to audit;
- the APMs are non-IFRS financial measures and are not recognised as measure of performance or liquidity under IFRS and should not be recognised as alternative to performance measure derived in accordance with IFRS or any other generally accepted accounting principles;
- the APMs should be read together with financial information of the Issuer contained in the financial statements as of and for the years ended 31 December 2017 and 2016; and
- since all companies do not calculate APMs in an identical manner, the presentation of the Issuer may not be consistent with similar measures used by other companies. Therefore, undue reliance should not be placed on these data.

	<i>As at and for the year ended 31 December 2017</i>	<i>As at and for the year ended 31 December 2016</i>
ROE	0.3%	3.8%
EBITDA (euro millions)	3.2	13.4
EBIT (euro millions)	4.3	17.6
Fee margin (euro millions)	0.7	(1.0)
Cost/income ratio	83.7%	55,05%
Period collections / FTE (in euro)	619,985.58	803,524.62
Period collections/GBV	1.6%	1.6%

Although these measures serve to better illustrate specific aspects and historical trends of SGA’s business activities, investors should note that SGA’s historical operating results and recoveries as well as the financial data deriving from SGA’s 2017 and 2016 financial statements (and therefore the APMs derived therefrom) will not be indicative of SGA’s future performance as a consequence of the acquisition of the BPVi/VB Receivables. See further the risk factors headed “SGA’s historical operating results and recoveries are not indicative” and “The audited annual financial statements of the Issuer as of and for the financial years ended 31 December 2017 and 2016 incorporated by reference in the Base Prospectus do not take into account the acquisition of the BPVi/VB Portfolios”.

OVERVIEW FINANCIAL INFORMATION OF SGA

Set forth below is overview financial information on SGA which is derived from the audited financial statements of SGA as at and for the years ended 31 December 2017 and 2016, prepared in accordance with International Accounting Standards (IAS) and International Financial Reporting Standard (IFRS). These financial statements have been audited by PWC. The financial information below should be read in conjunction with such financial statements, audit reports and the explanatory notes thereto, incorporated by reference into this Base Prospectus See further “*Information incorporated by reference*”.

Selected balance sheet information

	31/12/2017	31/12/2016
	<i>(in euro)</i>	
ASSET ITEMS		
Available- for- sale financial assets	488,078,059	50,958,361
Loans and Receivables	201,627,692	639,769,840
Tax assets		
a) current	3,349,906	4,735,083
b) deferred	57,897,968	59,753,243
- of which pursuant to It. Law 214/2011	57,897,968	59,753,243
TOTAL ASSETS	751,975,885	756,471,712
LIABILITY AND NET EQUITY ITEMS		
Tax liabilities		
a) current	1,232,534	1,920,290
b) deferred	437,242	1,133,605
Other liabilities	1,949,970	2,719,030
Provisions for risks and charges		
- other provisions	16,610,618	15,875,978
Share capital	600,000	600,000
Reserves	733,471,385	720,353,841
Valuation reserves	-4,868,088	-57,294
Profit (loss) for the year	1,857,929	13,117,544
TOTAL LIABILITIES AND NET EQUITY	751,975,885	756,471,712

Selected income statement information

	31/12/2017	31/12/2016
	<i>(in euro)</i>	
Interest margin	1,514,449	2,787,810
Net commission	745,572	-964,495
Profit (loss) on sale/repurchase of financial assets	2,652,497	7,928,644
Brokerage margin	4,912,568	9,751,959
Net impairment losses on financial assets	14,172,574	20,001,819
Other administrative expenses	-15,904,827	-16,306,777
Net accruals to provisions for risks and charges	-1,185,913	-202,046
Other operating income and expenses	2,372,320	4,507,138
Result from operations	4,274,244	17,618,240
Net gains (losses) on equity instruments	-97,315	-77,140
Gains (losses) on disposal of investments	-37	
Profit (loss) from current operations gross of taxation	4,176,892	17,541,100
Income taxes	-2,318,963	-4,423,556
Profit (loss) from current operations net of taxation	1,857,929	13,117,544
Profit (loss) for the year	1,857,929	13,117,544

REGULATORY FRAMEWORK

Set forth below is a description of certain legislative and regulatory provisions relevant to the operations of SGA.

Assignment of the BPVi/VB Receivables to the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato

Following the declaration by the European Central Bank, in its capacity as supervisory authority, of 23 June 2017 that BPVi and VB were failing or likely to fail, the Single Resolution Board (the competent resolution authority) ruled that resolution action was not warranted in the public interest in either case. EU law provided that, in such circumstances, national insolvency rules applied and it was for the responsible national authorities to wind up the institution under national insolvency law. In this context, given that the winding up of BPVi and VB would have a serious impact on the real economies of the regions where they were most active, Italy notified the European Commission its plans to grant state aid to wind down BPVi and VB, in order to enable the sale of parts of the two banks' activities to Intesa Sanpaolo, which was selected as the buyer in an open, fair and transparent sales procedure), including the transfer of employees but excluding all non-performing exposures of the two banks. In particular, the Italian state granted cash injections of approximately €4,785 billion; and state guarantees of a maximum of approximately €12 billion on loans granted by Intesa Sanpaolo (the **Intesa Loans**) to finance the winding down of the remaining liquidation mass, in the event the liquidation mass was insufficient to reimburse the Intesa Loans. The cash injections and state guarantees, which rank as senior claims by the Italian state on the assets in the liquidation mass, were approved by the European Commission in line with EU state aid rules.

Following approval by the European Commission, Law Decree 99/2017 was issued containing provisions relating to the liquidation of BPVi and VB. In addition to provisions relevant to the aforementioned sale of activities to Intesa Sanpaolo, Article 5 of Law Decree 99/2017 provides for the following:

- MEF shall, by decree, order the BPVi/VB Liquidators to assign their non-performing receivables and certain other related assets to SGA. In consideration for the assignment, the BPVi/VB Liquidators shall have a claim against SGA corresponding to the book value of the relevant receivables and assets, as adjusted from time to time according to the greater or lesser realisation value thereof;
- SGA shall administer such receivables and assets with the objective of maximising their value, also in derogation from the general provisions as regards capital adequacy imposed on financial intermediaries pursuant to Article 108 of the Consolidated Banking Act;
- SGA may constitute one or more dedicated assets pools (*Patrimoni Destinati*) exclusively for the administration of such non-performing receivables and assets, the value of each individual Patrimonio Destinato may exceed 10 per cent. of SGA's total net assets.

The constitution and the administration of patrimoni destinati are governed by Section XI, Articles 2447-bis to 2447-decies of the Italian Civil Code. According to these articles of the Italian Civil Code, a company's liability for obligations contracted for the specific purpose for which a patrimonio destinato is established shall be limited to the total value of such patrimonio destinato, unless the company's board of directors resolves otherwise and provided that any limitation of liability does not apply to obligations arising from illegal acts (Article 2447-quinquies, third paragraph). Directors shall maintain separate books and accounting records in respect of each patrimonio destinato; a separate report in respect of each patrimonio destinato shall be annexed to the company's financial statements and the explanatory notes must indicate, *inter alia*, the criteria adopted for allocating common items of costs and income and the applicable liability regime. (Article 2447-septies)

Article 2447-novies of the Italian Civil Code provides that when the specific purpose for which a patrimonio destinato is established has been realised or has otherwise become impossible to realise, the directors shall prepare a final report, accompanied by a report of the statutory auditors and of the auditors, which shall be filed with the competent companies registry. In case not all the obligations contracted by the patrimonio destinato in pursuit of its

specific purpose have been satisfied in full, the creditors may ask for the liquidation of the patrimonio destinato within 90 days after the date of filing of the final report. In case of liquidation of a patrimonio destinato, the following provisions shall apply:

- the rules applicable to liquidation of joint stock companies shall apply insofar as compatible for the liquidation of a patrimonio destinato;
- the aforementioned provisions of Article 2447-quinquies, paragraph 3, of the Italian Civil Code shall apply to determine whether claims of the creditors of a patrimonio destinato shall be limited recourse to the patrimonio destinato or not.

Article 5(5) of Law Decree 99/2017 provides that for the purposes of the assignment of the non-performing receivables by the BPVi/VB Liquidators, the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato may also be established by a decree by MEF. In this case, the constitution shall take effect on the date of publication of such MEF decree in the Official Gazette or, if earlier, the date of publication by the Bank of Italy of notice of such assignment. The Gruppo Vicenza Patrimonio Destinato and the Gruppo Veneto Patrimonio Destinato have been constituted by the MEF Decree with effect on 11 April 2018, being the date of publication by the Bank of Italy of notice of the assignment of the BPVi/VB Receivables.

Certain provisions of the Italian Civil Code are expressly derogated by Law Decree 99/2017, namely:

- Article 2447-quarter, second paragraph pursuant to which creditors of a company may oppose the patrimonio destinato's constitution within sixty days after filing of the resolution approving the patrimonio destinato's establishment. Alternatively, the competent court may rule that the resolution approving establishment of the patrimonio destinato be implemented subject to the provision of appropriate guarantees by the company;
- Article 2447-quinquies, first paragraph pursuant to which after such sixty-days' period (or following entry of the court ruling), general creditors of a company may have no further claims on the dedicated assets of the patrimonio destinato, save for such part of the income produced by the patrimonio destinato that is due to the company's general assets; and
- Article 2447-quinquies, second paragraph pursuant to which with reference to moveable and immovable assets comprised in a patrimonio destinato, the exclusion of these assets from claims of general creditors shall not apply until such time the specific purpose of the patrimonio destinato has been entered in the relevant public registers.

On 22 February 2018, the MEF Decree was issued, in implementation of Article 5 of Law Decree 99/2017. The decree – which was issued by MEF on 22 February 2018 and registered by the Court of Auditors on 12 March 2018– provides as follows:

- the BPVi/VB Liquidators shall assign, on one or more occasions, to the Gruppo Vicenza/Gruppo Veneto Patrimonio Destinato certain receivables and relating assets classified as non-performing at the date of commencement of the liquidation of BPVi/VB;
- the Gruppo Vicenza Patrimonio Destinato and the Gruppo Veneto Patrimonio Destinato shall be constituted within SGA, for the purpose of segregating the assets and liabilities arising in connection with the management of the receivables assigned to each Patrimonio Destinato from the general assets of SGA;
- the purchase price for the receivables assigned to each Patrimonio Destinato shall be defined in the relevant receivables transfer agreements, taking into account amounts due to SGA, costs and expenses relating to the purchase, ownership, management, recovery and realisation of the receivables as well as the conclusion and implementation of the receivables transfer agreements, including any losses and liabilities incurred. Such purchase price shall be paid out of sums from time to time recovered by each Patrimonio Destinato, net of expenses, disbursements and other expenditures and taking into account the operational needs of each Patrimonio Destinato;

- SGA shall have sole responsibility for the management of the receivables assigned to each Patrimonio Destinato, and shall receive an amount to cover costs not otherwise attributed to each Patrimonio Destinato and to maintain its economic sustainability over time; and
- certain provisions concerning the management of the receivables shall be renegotiated in case of change of control of SGA by operation of law.

Financial Intermediaries regulations

Financial intermediaries are entities other than banks allowed by Italian law to provide credit in a professional capacity in Italy. Following the reform of Title V of the Consolidated Banking Act, financial intermediaries are authorised by the Bank of Italy to provide financing in any form, and are entered in a special register pursuant to Article 106 of the Consolidated Banking Act (the **Article 106 Register**). Loan guarantee consortia with business volumes of €150 million or more, securitisation servicers (i.e. entities that collect assigned receivables and perform cash and payment services pursuant to the Securitisation Law) and fiduciary companies pursuant to Article 199 of Legislative Decree no. 58 of 24 February 1998 are also entered in this register. Financial intermediaries and other entities entered on the Article 106 Register are subject to a prudential supervisory regime equivalent to that of banks, the aim of which is to ensure financial stability and sound and prudent management. This regime is based on the principle of proportionality so as to take into account the operational, size-related and organisational complexities of the entity and the nature of its activities.

As a financial intermediary entered on the Article 106 Register, SGA is subject to the measures relating to the activities and supervision of financial intermediaries, including in particular Circular No. 288 of 3 April 2015 (*Supervisory Provisions for financial intermediaries*) issued by the Bank of Italy (**Circular 288/2015**) pursuant to Articles 107 and 108 of the Consolidated Banking Act, which provide that the Bank of Italy is (*inter alia*) authorised to issue provisions of a general character applicable to financial intermediaries referring to their corporate governance, capital adequacy, containment of risks, accounting and administrative organisation, internal control, remuneration and incentive systems as well as disclosure of information to the public. Circular 288/2015 contains (among others) the following provisions:

- provisions governing the conditions and procedures for granting authorisation for enrolment on the Article 106 Register. For the purpose of verifying the existence of conditions to ensure a sound and prudent management of the financial intermediary, authorisation is subject to satisfaction of a number of conditions, including minimum paid up share capital; satisfaction by shareholders of requirements as to integrity; satisfaction by corporate officers of requirements as to professionalism, integrity and independence; submission of business plan and organisational structure;
- provisions governing: (a) the general organisational requirement and corporate governance rules, setting forth the duties and responsibilities of corporate bodies, (b) the internal control systems and (c) the outsourcing of business functions; and
- provisions governing the prudential regime applicable to financial intermediaries, characterised by prudential requirements comparable, in terms of solidity, to corresponding requirements applicable to banks, to contribute towards a sound and prudent management of financial intermediaries and the stability of the financial sector as a whole. These rules are based on the same three pillars envisaged by the Basel regulatory framework applicable to banks, namely:
 - o Pillar One that introduces a regulatory capital requirement to meet risks inherent in financial activities;
 - o Pillar Two, pursuant to which financial intermediaries must possess an internal process to ascertain the adequacy of its current and prospective capital position, while the competent supervisory authority has the task to verify the reliability and coherence of results and to adopt appropriate corrective measures; and

- Pillar Three, which imposes on financial intermediaries the obligation to disclose to the public their regulatory capital position, exposures to risks and general characteristics of their management and control systems.

With specific reference to capital adequacy, Circular 288/2015 sets out in Title IV, Chapter 4 (*Capital Requirements*) provisions applicable to financial intermediaries that are both of a general character as well as specific provisions. In particular, Title IV, Chapter 4, Section II of Circular 288/2015 states that unless stated otherwise, the provisions of Part Three (*Capital Requirements*), Title I (*General Requirements, valuation and reporting*), Chapter 1 (*Required level of own funds*) of Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms (the **CRR**) would apply to financial intermediaries. According to Article 92(1) of the CRR, institutions shall at all times satisfy a Common Equity Tier 1 capital ratio of 4.5%; a Tier 1 capital ratio of 6% and a total capital ratio of 8%. Section III (*Specific provisions*) of Circular 288/2015 provides that by way of derogation from the general provisions of Article 92(1) of the CRR, financial intermediaries that do not collect savings from the public shall satisfy (a) a Common Equity Tier 1 capital ratio of 4.5% and (b) a total capital ratio of 6% that may be met either by common equity tier 1 instruments or by Tier 2 instruments. Bank of Italy has furthermore clarified that capital buffer requirements do not apply to financial intermediaries.

Title IV, Chapter 12 (*Large Exposures*), Section II of Circular 288/2015 provides that a financial intermediary shall not incur an exposure, after taking into account the effect of the credit risk mitigation in accordance with Articles 399 to 403 of the CRR, to a client or group of connected clients the value of which exceeds 25% of its eligible capital. Where that client is an institution or where a group of connected clients includes one or more institutions, the value shall not exceed 25% of the intermediary's eligible capital or Euro 150 million, whichever the higher, provided that the sum of exposure values, after taking into account the effect of the credit risk mitigation in accordance with Articles 399 to 403 of the CRR, to all connected clients that are not institutions does not exceed 25% of the intermediary's eligible capital. This and other provisions of a general character concerning capital adequacy requirements applicable to financial intermediaries are expressly derogated with reference to the risks assumed by SGA in the context of its purchase of the BPVi/VB Receivables, in accordance with the provisions laid down in Article 5(3) of Law Decree 99/2017 pursuant to which SGA shall administer the receivables and other assets purchased by it from the BPVi/VB Liquidators with the objective to maximise their value, also in derogation from the provisions of a general character in relation to capital adequacy referred to in Article 108 of the Consolidated Banking Act. As regards SGA's investment in the IRF, the look-through approach is to be adopted for the purpose of evaluating concentration risk and determining compliance with applicable limits as regards "Large Exposures", in view of the nature of the underlying investments of the fund (asset backed securitisation notes).

The prudential supervisory regime is two-fold: *firstly*, the adequacy of a financial intermediary's capital position is assessed in accordance with the ICAAP (Internal Capital Adequacy Assessment Process), pursuant to which the financial intermediary performs an evaluation of the adequacy of its capital position, current and prospective, with reference to the risks undertaken and corporate strategies; and *secondly*, the supervisory authority performs a Supervisory Review and Evaluation Process and where appropriate, orders corrective measures.

The Board of Directors of SGA approves the ICAAP report with reference to the previous financial year, which is then submitted to the Bank of Italy. In accordance with the provisions laid down in Part Eight of the CRR, SGA publishes disclosures in compliance with its Pillar Three obligations on an annual basis. As disclosed in SGA's Pillar Three disclosure report as at 31 December 2016, based on an analysis conducted in consideration of its current and prospective activities, SGA is exposed to the following risks:

- Pillar One risks: credit risk; counterparty risk; and operational risk;
- Pillar Two risks: interest rate risks; liquidity risk; residual risk; and excessive financial leverage risk;
- Large exposures risks.

For a more detailed description of these risks, see further “*Risk Factors – Other risk factors affecting SGA*”.

TAXATION

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

Republic of Italy

Tax treatment of Notes issued by the Issuer

Italian Legislative Decree No. 239 of 1 April 1996 ("**Decree. No. 239**") regulates the tax treatment of interest, premiums and other income, including the difference between the redemption amount and the issue price, (hereinafter collectively referred to as "**Interest**") from certain securities issued, *inter alia*, by Italian companies other than small capitalized companies, provided that the notes are traded on a EU or EEA regulated market or multilateral trading facility or, if not traded in the aforementioned market or multilateral trading facility, that such securities are held by "qualified investors" pursuant to article 100 of the Italian Legislative Decree No. 58 of 24 February 1998.

The provisions of Decree No. 239 only apply to notes issued by the Issuer which qualify as bonds (*obbligazioni*) or securities similar to bonds (*titoli similari alle obbligazioni*) pursuant to Article 44 of Presidential Decree No. 917 of 22 December 1986.

For these purposes, securities similar to bonds (*titoli similari alle obbligazioni*) are securities that incorporate an unconditional obligation of the issuer to pay at maturity an amount not lower than their nominal value, with or without the payment of periodic interest, and do not give any right to directly or indirectly participate in the management of the issuer or to the business in connection to which the securities were issued, nor to control the same.

Italian Resident Noteholders

Pursuant to Decree No. 239, where the Italian resident holder of Notes, who is the beneficial owner of such Notes, is:

- (a) an individual not engaged in an entrepreneurial activity to which the Notes are connected (unless he has entrusted the management of his financial assets, including the Notes, to an authorised intermediary and has opted for the so called "*regime del risparmio gestito*" (the "**Asset Management Regime**") according to Article 7 of Italian Legislative Decree No. 461 of 21 November 1997, as amended ("**Decree No. 461**")); or
- (b) a partnership (other than a *società in nome collettivo* or *società in accomandita semplice* or similar partnership), or a de facto partnership not carrying out commercial activities or professional association; or
- (c) private or public institutions (other than companies), trusts not carrying out mainly or exclusively commercial activities, the Italian State and public and territorial entities; or

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

Interest payments relating to the Notes are subject to a tax, referred to as *imposta sostitutiva*, levied at the rate of 26 per cent. (either when Interest is paid or when payment thereof is obtained by the holder on a sale of the Notes). All the above categories are qualified as "net recipients".

Where the resident holders of the Notes described above under (a) and (c) are engaged in an entrepreneurial activity to which the Notes are connected, *imposta sostitutiva* applies as a provisional income tax. Interest will be included in the relevant beneficial owner's Italian income tax return and will be subject to Italian ordinary income taxation and the *imposta sostitutiva* may be recovered as a deduction from Italian income tax due.

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

Pursuant to Decree No. 239, the 26 per cent. *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare* (so called "**SIMs**"), fiduciary companies, *società di gestione del risparmio* ("**SGRs**"), stock brokers and other qualified entities identified by a decree of the Ministry of Finance ("**Intermediaries**" and each an "**Intermediary**"). An Intermediary must (a) be resident in Italy or be a permanent establishments in Italy of a non-Italian resident Intermediary, and (b) intervene, in any way, in the collection of Interest or, also as transferees, in transfers or disposals of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant notes or in a change of the Intermediary with which the notes are deposited.

Where the Notes and the relevant coupons are not deposited with an authorised Italian Intermediary (or with a permanent establishment in Italy of a foreign Intermediary), the *imposta sostitutiva* is applied and withheld by any Italian Intermediary paying Interest to the holders of the Notes or, absent that by the Issuer.

Payments of Interest in respect of Notes that qualify as *obbligazioni* or *titoli simili alle obbligazioni* are not subject to the 26 per cent. *imposta sostitutiva* if made to beneficial owners who are:

- (i) Italian resident corporations or permanent establishments in Italy of foreign corporations to which the Notes are effectively connected;
- (ii) Italian resident partnerships carrying out commercial activities (*società in nome collettivo* or *società in accomandita semplice*);
- (iii) Italian resident open-ended or closed-ended collective investment funds (together the "**Funds**" and each a "**Fund**"), SICAVs, SICAFs, Italian resident real estate investment funds subject to the regime provided for by Law Decree No. 351 of 25 September 2001 and Italian resident pension funds referred to in Legislative Decree No. 252 of 5 December 2005 ("**Decree No. 252**"); and
- (iv) Italian resident individuals holding Notes not in connection with entrepreneurial activity who have entrusted the management of their financial assets, including the Notes, to an authorised financial Intermediary and have opted for the Asset Management Regime.

Such categories are qualified as "gross recipients". To ensure payment of Interest in respect of the Notes without the application of 26 per cent. *imposta sostitutiva*, gross recipients indicated above under (i) to (iv) must: (a) be the beneficial owners of payments of Interest on the Notes and (b) deposit the Notes in due time, together with the coupons relating to such Notes, directly or indirectly with an Italian authorised Intermediary (or a permanent establishment in Italy of a foreign Intermediary). Where the Notes and the relevant coupons are not deposited with an Italian authorised Intermediary (or a permanent establishment in Italy of a foreign Intermediary), the *imposta*

sostitutiva is applied and withheld by any Italian Intermediary paying Interest to the holders of the Notes or, absent that, by the Issuer.

Gross recipients that are Italian resident corporations or partnerships or permanent establishments in Italy of foreign entities to which the Notes are effectively connected are entitled to deduct *imposta sostitutiva* suffered from income taxes due.

Interest accrued on the Notes shall be included in the corporate taxable income (and in certain circumstances, depending on the "status" of the Noteholder, also in the net value of production for purposes of regional tax on productive activities – "**IRAP**") of beneficial owners who are Italian resident corporations or permanent establishments in Italy of foreign corporations to which the Notes are effectively connected, subject to tax in Italy in accordance with ordinary tax rules.

Italian resident individuals holding Notes not in connection with entrepreneurial activity who have opted for the Asset Management Regime are subject to a 26 per cent. annual substitute tax (the "**Asset Management Tax**") on the increase in value of the managed assets accrued at the end of each tax year (which increase would include Interest accrued on the Notes). The Asset Management Tax is applied on behalf of the taxpayer by the managing authorised Intermediary.

If the investor is resident in Italy and is a Fund, a SICAV or a SICAF and the relevant Notes are held by an authorised intermediary, Interest accrued during the holding period on such Notes will not be subject to *imposta sostitutiva*, but must be included in the financial results of the Fund, the SICAV or the SICAF. The Fund, SICAV or SICAF will not be subject to taxation on such result, but a withholding tax of 26 per cent. will apply, in certain circumstances, to distributions made in favour of unitholders or shareholders (the "**Collective Investment Fund Tax**").

Where a Noteholder is an Italian resident real estate investment fund, to which the provisions of Law Decree No. 351 of 25 September 2001, as subsequently amended, apply, or a SICAF, Interest accrued on the Notes will be subject neither to *imposta sostitutiva* nor to any other income tax in the hands of the real estate investment fund or SICAF. The income of the real estate fund or of the SICAF is subject to tax, in the hands of the unitholder, depending on the status and percentage of participation, or, when earned by the fund, through distribution and/or upon redemption or disposal of the units.

Where a Noteholder is an Italian resident pension fund subject to the regime provided for by Article 17 of Legislative Decree No. 252 of 5 December 2005 and the Notes are deposited with an Italian resident intermediary, Interest relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to a 20 per cent. substitute tax (the "**Pension Fund Tax**") on the increase in value of the managed assets accrued at the end of each tax year (which increase would include Interest accrued on the Notes).

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

Non-Italian resident Noteholders

According to Decree No. 239, payments of Interest in respect of the Notes issued by the Issuer will not be subject to the *imposta sostitutiva* at the rate of 26 per cent. if made to beneficial owners who are non-Italian resident beneficial owners of the Notes with no permanent establishment in Italy to which the Notes are effectively connected provided that:

- (a) such beneficial owners are resident for tax purposes in a state or territory which allows an adequate exchange of information with the Italian tax authorities and listed in the Ministerial Decree dated 4

September 1996 as amended from time to time (the "**White List**"). According to Article 11, par. 4, let. c) of Decree No. 239, the White List will be updated every six months period. In absence of the issuance of the new White List, reference has to be made to the Italian Ministerial Decree dated 4 September 1996 as amended from time to time; and

- (b) all the requirements and procedures set forth in Decree No. 239 and in the relevant implementation rules, as subsequently amended, in order to benefit from the exemption from *imposta sostitutiva* are met or complied with in due time.

Decree No. 239 also provides for additional exemptions from the *imposta sostitutiva* for payments of Interest in respect of the Notes made to (i) international entities and organisations established in accordance with international agreements ratified in Italy; (ii) certain foreign institutional investors established in countries which allow for an adequate exchange of information with Italy; and (iii) Central Banks or entities which manage, inter alia, the official reserves of a foreign State.

To ensure payment of Interest in respect of the Notes without the application of 26 per cent. *imposta sostitutiva*, non-Italian resident investors indicated above must:

- (a) be the beneficial owners of payments of Interest on the Notes;
- (b) deposit the Notes in due time together with the coupons relating to such Notes directly or indirectly with a resident bank or SIM, or a permanent establishment in Italy of a non-Italian resident bank or SIM, or with a non-Italian resident operator participating in a centralised securities management system which is in contact via computer with the Ministry of Economy and Finance; and
- (c) file with the relevant depository a statement (*autocertificazione*) in due time stating, *inter alia*, that he or she is resident, for tax purposes, in one of the above mentioned White List states. Such statement (*autocertificazione*), which must comply with the requirements set forth by Ministerial Decree of 12 December 2001 (as amended and supplemented), is valid until withdrawn or revoked and need not be submitted where a certificate, declaration or other similar document meant for equivalent uses was previously submitted to the same depository. The statement (*autocertificazione*) is not required for non-Italian resident investors that are international entities and organisations established in accordance with international agreements ratified in Italy and Central Banks or entities which manage, inter alia, the official reserves of a foreign state.

Failure of a non-resident holder of the Notes to comply in due time with the procedures set forth in Decree No. 239 and in the relevant implementation rules will result in the application of *imposta sostitutiva* on Interests payments to a non-resident holder of the Notes.

Non-resident holders of the Notes who are subject to substitute tax might, nevertheless, be eligible for a total or partial relief under an applicable tax treaty between the Republic of Italy and the country of residence of the relevant holder of the Notes.

Fungible issues

Pursuant to Article 11, paragraph 2 of Decree No. 239, where the Issuer issues a new Tranche forming part of a single series with a previous Tranche, for the purposes of calculating the amount of Interest subject to *imposta sostitutiva* (if any), the issue price of the new Tranche will be deemed to be the same as the issue price of the original Tranche. This rule applies where (a) the new Tranche is issued within 12 months from the issue date of the previous Tranche and (b) the difference between the issue price of the new Tranche and that of the original Tranche does not exceed 1 per cent. of the nominal value of the Notes multiplied by the number of years of the duration of the Notes.

Atypical securities

Interest payments relating to Notes that are not deemed to fall within the category of bonds (*obbligazioni*) or securities similar to bonds (*titoli similari alle obbligazioni*), so called "*titoli atipici*", may be subject to a withholding tax, levied at the rate of 26 per cent under Law Decree No. 512 of 30 September 1983 ("**Decree No. 512**"). For this purpose, securities similar to bonds are securities that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value, with or without the payment of periodic interest, and do not give any right to directly or indirectly participate in the management of the issuer or to the business in connection to which the securities were issued, nor to control the same.

Where the Noteholder is (i) an Italian individual engaged in an entrepreneurial activity to which the Notes are connected, (ii) an Italian company or a similar Italian commercial entity, (iii) a permanent establishment in Italy of a foreign entity to which the Notes are connected, (iv) an Italian commercial partnership or (v) an Italian commercial private or public institution, such withholding tax is a provisional withholding tax. In all other cases, the withholding tax is a final withholding tax. For non-Italian resident Noteholders, the withholding tax rate may be reduced by any applicable tax treaty.

Non-resident holders of the Notes who are subject to the withholding tax under Decree No. 512 might, nevertheless, be eligible for a total or partial relief under an applicable tax treaty between the Republic of Italy and the country of residence of the relevant holder of the Notes.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity may be exempt from any income taxation, including the withholding tax on interest, premium and other income relating to "*titoli atipici*", if those Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1, paragraph 100-114 of Law No. 232.

Capital Gains

Italian resident Noteholders

Pursuant to Decree No. 461, a 26 per cent. capital gains tax (referred to as "*imposta sostitutiva*") is applicable to capital gains realised by:

- (a) an Italian resident individual not engaged in entrepreneurial activities to which the Notes are connected;
- (b) an Italian resident partnership not carrying out commercial activities;
- (c) an Italian private or public institution not carrying out mainly or exclusively commercial activities

on any sale or transfer for consideration of the Notes or redemption thereof.

Under the so called "*regime della dichiarazione*" (the "**Tax Declaration Regime**"), which is the standard regime for taxation of capital gains, the 26 per cent. *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains net of any relevant incurred capital losses realised pursuant to all investment transactions carried out during any given fiscal year. The capital gains realised in a year net of any relevant incurred capital losses must be detailed in the relevant annual tax return to be filed with Italian tax authorities and *imposta sostitutiva* must be paid on such capital gains together with any balance income tax due for the relevant tax year. Capital losses in excess of capital gains may be carried forward against capital gains of the same kind for up to the fourth subsequent fiscal year. Pursuant to Law Decree No. 66 of 24 April 2014, as converted into law with amendments by Law No. 89 of 23 June 2014 published in the Official Gazette No. 143 of 23 June 2014, ("**Decree No. 66**"), capital losses realized from 1st January 2012 to 30 June 2014 may be offset against capital gains of the same nature realized after 30 June 2014 for an overall amount of 76.92 per cent. of the same capital losses.

Alternatively to the Tax Declaration Regime, holders of the Notes who are:

- (a) Italian resident individuals not engaged in entrepreneurial activities to which the Notes are connected;

- (b) Italian resident partnerships not carrying out commercial activities;
- (c) Italian private or public institutions not carrying out mainly or exclusively commercial activities,

may elect to pay *imposta sostitutiva* separately on capital gains realised on each sale or transfer or redemption of the Notes under the so called "*regime del risparmio amministrato*" (the "**Administrative Savings Regime**"). Such separate taxation of capital gains is allowed subject to (i) the Notes being deposited with banks, SIMs and any other Italian qualified intermediary (or permanent establishment in Italy of foreign intermediary) and (ii) an express election for the Administrative Savings Regime being made in writing in due time by the relevant holder of the Notes. The intermediary is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or transfer or redemption of the Notes, as well as on capital gains realised as at revocation of its mandate, net of any relevant incurred capital losses, and is required to pay the relevant amount to the Italian tax authorities on behalf of the holder of the Notes, deducting a corresponding amount from proceeds to be credited to the holder of the Notes. Where a sale or transfer or redemption of the Notes results in a capital loss, the intermediary is entitled to deduct such loss from gains of the same kind subsequently realised on assets held by the holder of the Notes within the same relationship of deposit in the same tax year or in the following tax years up to the fourth. Pursuant to Decree No. 66, capital losses realised from 1 January 2012 to 30 June 2014 may be offset against capital gains of the same nature realised after 30 June 2014 for an overall amount of 76.92 per cent. of the same capital losses. Under the Administrative Savings Regime, the realised capital gain is not required to be included in the annual income tax return of the Noteholder.

Special rules apply if the Notes are part of a portfolio managed under the Asset Management Regime by an Italian asset management company or an authorised intermediary. The capital gains realised upon sale, transfer or redemption of the Notes will not be subject to 26 per cent. *imposta sostitutiva* on capital gains but will contribute to determine the annual accrued appreciation of the managed portfolio, subject to the Asset Management Tax. Any depreciation of the managed portfolio accrued at year end may be carried forward against appreciation accrued in each of the following years up to the fourth. Pursuant to Decree No. 66, depreciations of the managed assets registered from 1 January 2012 to 30 June, 2014 may be offset against any subsequent increase in value accrued as of 1 July 2014 for an overall amount of 76.92 per cent. of the same depreciations in value. Also under the Asset Management Regime the realised capital gain is not required to be included in the annual income tax return of the Noteholder.

Subject to certain limitations and requirements (including a minimum holding period), capital gains in respect of Notes realized upon sale, transfer or redemption by Italian resident individuals holding the Notes not in connection with an entrepreneurial activity may be exempt from taxation, including the 26 per cent. *imposta sostitutiva*, if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) pursuant Article 1, paragraph 100 – 114, of Law No. 232.

In case of Notes held by Funds, SICAVs and SICAFs, capital gains on Notes contribute to determinate the increase in value of the managed assets of the Funds, SICAVs or SICAFs accrued at the end of each tax year. The Funds, SICAVs or SICAFs will not be subject to taxation on such increase, but the Collective Investment Fund Tax will apply, in certain circumstances, to distributions made in favour of unitholders or shareholders.

Where a Noteholder is an Italian resident real estate investment fund, to which the provisions of Law Decree No. 351 of 25 September, 2001, as subsequently amended, apply, or a SICAF, capital gains realised will be subject neither to *imposta sostitutiva* nor to any other income tax in the hands of the real estate investment fund or SICAF. The income of the real estate fund or of the SICAF is subject to tax, in the hands of the unitholder, depending on the status and percentage of participation, or, when earned by the fund, through distribution and/or upon redemption or disposal of the units.

Any capital gains realised by a Noteholder who is an Italian pension fund (subject to the regime provided for by article 17 of the Italian Legislative Decree No. 252 of 5 December 2005) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the Pension Fund Tax. Subject to certain

conditions (including minimum holding period) and limitations, capital gains in respect of Notes realized upon sale, transfer or redemption by Italian Pension Fund may be excluded from the taxable base of the Pension Fund Tax if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth in Article 1 (100 - 114) of Law No. 232.

The 26 per cent. *imposta sostitutiva* on capital gains may in certain circumstances be payable on any capital gains realised upon sale, transfer or redemption of the Notes by non-Italian resident individuals and corporations without a permanent establishment in Italy to which the Notes are effectively connected, if the Notes are held in Italy.

However, pursuant to Article 23 of Decree No. 917, any capital gains realised by non-Italian residents without a permanent establishment in Italy to which the Notes are effectively connected through the sale for consideration or redemption of the Notes are exempt from taxation in Italy to the extent that the Notes are listed on a regulated market in Italy or abroad, and in certain cases subject to timely filing of required documentation (in the form of a declaration (*autocertificazione*) of non-residence in Italy) with Italian qualified intermediaries (or permanent establishments in Italy of foreign intermediaries) with which the Notes are deposited, even if the Notes are held in Italy and regardless of the provisions set forth by any applicable double tax treaty.

Where the Notes are not listed on a regulated market in Italy or abroad:

- (a) pursuant to the provisions of Decree No. 461 non Italian resident beneficial owners of the Notes with no permanent establishment in Italy to which the Notes are effectively connected are exempt from the *imposta sostitutiva* in the Republic of Italy on any capital gains realised upon sale for consideration or redemption of the Notes if they are resident, for tax purposes: (a) in a state or territory listed in the White List as defined above, and (b) all the requirements and procedures set forth in Decree No. 239 and in the relevant implementation rules, as subsequently amended, in order to benefit from the exemption from *imposta sostitutiva* are met or complied with in due time. Under these circumstances, if non-Italian residents without a permanent establishment in Italy to which the Notes are effectively connected elect for the Asset Management Regime or are subject to the Administrative Savings Regime, exemption from Italian capital gains tax will apply upon condition that they file in time with the authorised financial intermediary an appropriate declaration (*autocertificazione*) stating that they meet the requirement indicated above. The same exemption applies where the beneficial owners of the Notes are (i) international entities or organisations established in accordance with international agreements ratified by Italy; (ii) certain foreign institutional investors established in countries which allow for an adequate exchange of information with Italy; or (iii) Central Banks or entities which manage, inter alia, the official reserves of a foreign State; and
- (b) in any event, non-Italian resident individuals or entities without a permanent establishment in Italy to which the Notes are effectively connected that may benefit from a double taxation treaty with Italy, providing that capital gains realised upon sale or redemption of Notes are to be taxed only in the country of tax residence of the recipient, will not be subject to *imposta sostitutiva* in Italy on any capital gains realised upon sale for consideration or redemption of Notes.

Under these circumstances, if non Italian residents without a permanent establishment in Italy to which the Notes are effectively connected elect for the Asset Management Regime or are subject to the Administrative Savings Regime, exemption from Italian capital gains tax will apply upon condition that they promptly file with the Italian authorised financial intermediary a self declaration attesting that all the requirements for the application of the relevant double taxation treaty are met.

Any capital gains realised by Italian resident corporations or similar commercial entities or permanent establishments in Italy of non-Italian resident corporations to which the Notes are connected, will be included in their business income (and, in certain cases, may also be included in the taxable net value of production for IRAP purposes), subject to tax in Italy according to the relevant ordinary tax rules.

Inheritance and gift tax

Pursuant to Law Decree No. 262 of 3 October 2006, converted with amendments by Law No. 286 of 24 November 2006 effective from 29 November 2006, and Law No. 296 of 27 December 2006, the transfers of any valuable assets (including the Notes) as a result of death or donation (or other transfers for no consideration) and the creation of liens on such assets for a specific purpose are taxed as follows:

- (a) 4 per cent. if the transfer is made to spouses and direct descendants or ancestors; in this case, the transfer is subject to tax on the value exceeding €1,000,000 (per beneficiary);
- (b) 6 per cent. if the transfer is made to brothers and sisters; in this case, the transfer is subject to the tax on the value exceeding €100,000 (per beneficiary);
- (c) 6 per cent. if the transfer is made to relatives up to the fourth degree, to persons related by direct affinity as well as to persons related by collateral affinity up to the third degree; and
- (d) 8 per cent. in all other cases.

If the transfer is made in favour of persons with severe disabilities, the tax applies on the value exceeding €1,500,000.

If the donee sells the Notes for consideration from the receipt thereof as a gift, the donee is required to pay the relevant *imposta sostitutiva* on capital gains as if the gift has never taken place.

Transfer tax

Contracts relating to the transfer of securities are subject to the registration tax as follows: (i) public deeds and notarised deeds are subject to fixed registration tax at rate of €200; (ii) private deeds are subject to registration tax only in case of use or voluntary registration.

Tax Monitoring Obligations

Italian resident individuals, non-commercial entities, non-commercial partnerships and similar institutions are required to report in their yearly income tax return, according to Law Decree No. 167 of 28 June 1990 converted into law by Law Decree No. 227 of 4 August 1990, as amended from time to time, for tax monitoring purposes, the amount of Notes held abroad during each tax year. The requirement applies also where the persons above, being not the direct holder of the financial instruments, are the actual owner of the instrument.

Furthermore, the above reporting requirement is not required to comply with respect to: (i) Notes deposited for management with qualified Italian financial intermediaries; (ii) contracts entered into through their intervention, upon condition that the items of income derived from the Notes have been subject to tax by the same intermediaries; or (iii) if the foreign investments are only composed by deposits and/or bank accounts and their aggregate value does not exceed a €15,000 threshold throughout the year.

Stamp duty

Pursuant to Article 13 par. 2 *ter* of the tariff Part I attached to Presidential Decree No. 642 of 26 October 1972, a proportional stamp duty applies on an annual basis to any periodic reporting communications which may be sent by a financial intermediary to their clients in respect of any financial product and instrument (including the Notes), which may be deposited with such financial intermediary in Italy. The stamp duty applies at a rate of 0.2 per cent. and it cannot exceed €14,000 for taxpayers which are not individuals. This stamp duty is determined on the basis of the market value or, if no market value figure is available, on the face value or redemption value, or in the case the face or redemption values cannot be determined, on the purchase value of the financial assets (including banking bonds, *obbligazioni* and capital adequacy financial instruments) held.

The statement is deemed to be sent at least once a year, even for instruments for which is not mandatory nor the deposit nor the release nor the drafting of the statement. In case of reporting periods of less than 12 months, the stamp duty is payable based on the period accounted.

Based on the wording of the law and the implementing decree issued by the Italian Ministry of Economy on 24 May 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy on 20 June 2012) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

Wealth tax on financial assets deposited abroad

According to Article 19 of Decree No. 201 of 6 December 2011, Italian resident individuals holding financial assets – including the Notes – outside of the Italian territory are required to pay in its own annual tax declaration a wealth tax at the rate of 0.2 per cent. This tax is calculated on the market value at the end of the relevant year or, if no market value figure is available, on the nominal value or redemption value, or in the case the face or redemption values cannot be determined, on the purchase value of any financial asset (including the Notes) held abroad by Italian resident individuals. A tax credit is granted for any foreign property tax levied abroad on such financial assets. The financial assets held abroad are excluded from the scope of the wealth tax if administered by Italian financial intermediaries pursuant to an administration agreement.

FATCA

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("foreign passthru payments") to persons that fail to meet certain certification, reporting, or related requirements. A number of jurisdictions (including the jurisdiction of the Issuer) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to 1 January 2019. However, if additional notes (as described under "*Terms and Conditions – Further Issues*") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes.

SUBSCRIPTION AND SALE

UBS Limited has, in a programme agreement dated 25 May 2018, as modified, and/or supplemented and/or restated from time to time (the **Programme Agreement**), agreed with the Issuer a basis upon which it (or any additional dealers appointed from time to time pursuant to the Programme Agreement) may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "*Form of the Notes*" and "*Terms and Conditions of the Notes*". In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

United States

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States or, if Category 2 is specified in the Final Terms, to, or for the account or benefit of, U.S. persons except in certain transactions exempt from or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the Code and Treasury regulations promulgated thereunder. The applicable Final Terms will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable and will confirm whether the Issuer is Category 1 or Category 2 for the purposes of Regulation S under the Securities Act.

If Category 2 is specified in the Final Terms, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes: (a) as part of their distribution at any time; or (b) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S of the Securities Act. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Accordingly, if Category 1 is specified in the Final Terms, the Notes are being offered and sold only outside the United States in offshore transactions in reliance on, and in compliance with, Regulation S.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Prohibition of sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Base Prospectus as completed

by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or
 - (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the **Insurance Mediation Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes having a maturity of less than one year:
 - (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
 - (ii) it has not offered or sold and will not offer or sell any Notes other than to persons:
 - (A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or
 - (B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000, as amended (**FSMA**)) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948), as amended (the **FIEA**). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer to sell any Notes in Japan or to, or for the benefit of, a resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident in Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, FIEA and other relevant laws and regulations of Japan.

Republic of Italy

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of the Base Prospectus or of any other document relating to the Notes be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the **Financial Services Act**) and Article 34-*ter*, first paragraph, letter b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time (**Regulation No. 11971**); or
- (b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Article 34-*ter* of Regulation No. 11971.

Any offer, sale or delivery of the Notes or distribution of copies of the Base Prospectus or any other document relating to the Notes in the Republic of Italy under (a) or (b) above must:

- (i) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the **Banking Act**); and
- (ii) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus or any other document relating to the Notes and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification may be set out in a supplement to this Base Prospectus.

GENERAL INFORMATION

Authorisation

The update of the Programme has been duly authorised by a resolution of the shareholders of the Issuer dated 10 May 2018. The issue of Notes under the Programme will be authorised prior to each relevant issue of Notes by the competent bodies of the Issuer in accordance with applicable laws and the relevant provisions of the Issuer's by-laws. Each issuance resolution (*delibera di emissione*) shall be passed in notarial form and registered in the competent Companies' Register (*Registro delle Imprese*).

Listing of Notes, admission to trading and approval

An application has been made to the CSSF to approve this document as a base prospectus. An application has also been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange during the period of 12 months following the date of this Base Prospectus. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU).

The Issuer may also issue Notes not admitted to trading on any market.

Documents Available

For the period of 12 months following the date of this Base Prospectus, copies of the following documents will, when published, be available for inspection from the registered office of the Issuer and from the specified office of the Paying Agent for the time being in Luxembourg:

- (a) the by-laws (*statuto*) (with an English translation thereof) of the Issuer;
- (b) a copy of each document incorporated by reference in this Base Prospectus;
- (c) the audited annual financial statements of the Issuer in respect of the financial years ended 31 December 2016 and 31 December 2017 (with an English translation thereof), in each case together with the audit reports prepared in connection therewith;
- (d) the Agency Agreement, the Deed of Covenant, the Programme Manual, the Issuer-ICSD Agreement and the forms of the Global Notes, the Notes in definitive form, the Coupons and the Talons;
- (e) a copy of this Base Prospectus; and
- (f) any supplements to this Base Prospectus and any other documents incorporated by reference herein or therein by reference and Final Terms (save that a Final Terms relating to a Note which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer or the Paying Agent as to its holding of Notes and identity).

In addition, copies of this Base Prospectus, each Final Terms relating to Notes which are admitted to trading on the Luxembourg Stock Exchange's regulated market and each document incorporated by reference are available on the Luxembourg Stock Exchange's website at www.bourse.lu.

Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking S.A., 42 Avenue JF Kennedy, L-1855 Luxembourg.

The Legal Entity Identifier

The Legal Entity Identifier (LEI) code of the Issuer is 815600188E751D28E867.

Conditions for Determining Price; Yield

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions. In the case of different Tranches of a Series of Notes, the issue price may include accrued interest in respect of the period from the interest commencement date of the relevant Tranche (which may be the issue date of the first Tranche of the Series or, if interest payment dates have already passed, the most recent interest payment date in respect of the Series) to the issue date of the relevant Tranche.

The yield of each Tranche of Notes set out in the applicable Final Terms will be calculated as of the relevant issue date on an annual or semi-annual basis using the relevant issue price. It is not an indication of future yield.

Significant or Material Adverse Change

Save as disclosed in the section headed "*Description of the Issuer – Recent Developments*", there has been no significant change in the financial or trading position and no material adverse change in the prospects of the Issuer since 31 December 2017.

Litigation

The Issuer is not, or has not been, involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Issuer.

Auditors

The current auditors of the Issuer are PricewaterhouseCoopers S.p.A., who have audited the Issuer's financial statements for the financial years ended on 31 December 2017 and 31 December 2016, prepared in accordance with International Financial Reporting Standards (**IFRS**) as adopted by the European Union, and issued their independent reports thereon without exceptions.

PricewaterhouseCoopers S.p.A., with registered office at Via Monte Rosa 91, 20149 Milan, is registered under No. 119644 in the Register of Accountancy Auditors (*Registro Revisori Legali*) kept by the Italian Ministry of Economy and Finance, in compliance with the provisions of the Legislative Decree of 27 January 2010, No. 39. PricewaterhouseCoopers S.p.A. is also a member of ASSIREVI, the Italian association of auditing firms.

Dealers transacting with the Issuer

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in financing, in investment banking and/or commercial banking transactions (including the provision of loan facilities) and other related transactions with, and may perform services to the Issuer and its affiliates in the ordinary course of business. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations in order to manage their exposure, their general market risk, or other trading activities. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. For the avoidance of doubt, the term 'affiliates' also includes parent companies.

ISSUER

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ARRANGER and DEALER

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