



Registration of a Charge

Company name: **FACILE.IT GROUP LIMITED**

Company number: **09154403**



X5CM1CIO

Received for Electronic Filing: **03/08/2016**

Details of Charge

Date of creation: **27/07/2016**

Charge code: **0915 4403 0006**

Persons entitled: **CASSA DI RISPARMIO DI PARMA E PIACENZA S.P.A.**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **RACHEL ABEL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9154403

Charge code: 0915 4403 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th July 2016 and created by FACILE.IT GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2016 .

Given at Companies House, Cardiff on 8th August 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

To: Cassa di Risparmio di Parma e Piacenza S.p.A.

Via Università, 1
43121 Parma

London, 27 July 2016

Dear Sirs,

Re: Agreement for the Confirmation and Extension of a Pledge over Shares of Facile.it Broker di Assicurazioni S.p.A.

Further to our recent discussions, we hereby propose you to enter into the Agreement for the Confirmation and Extension of a Pledge over Shares of Facile.it Broker di Assicurazioni S.p.A., as set out below:

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**Agreement for the Confirmation and Extension of a
Pledge over Shares of Facile.it Broker di
Assicurazioni S.p.A.**

between

Facile.it Group Limited
as Pledgor

and

Cassa di Risparmio di Parma e Piacenza S.p.A.
as Security Agent

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**AGREEMENT FOR THE CONFIRMATION AND EXTENSION OF A PLEDGE
OVER SHARES OF FACILE.IT BROKER DI ASSICURAZIONI S.P.A.
(the "Agreement")**

Between

- (1) **Facile.it Group Limited**, a company incorporated under the laws of England and Wales as a private limited company, having its registered office at 3 Cadogan Gate Chelsea, London, SW1X 0AS, and registration number 09154403 (as the pledgor and hereinafter the "**Pledgor**");
- (2) **Cassa di Risparmio di Parma e Piacenza S.p.A.**, a company incorporated in the Republic of Italy with registered office at Via Università 1, 43121 Parma, registered with the Companies' Register of Parma, fiscal code and VAT number 02113530345, registered in the register held by the Bank of Italy pursuant to article 13 of the legislative decree 1 September 1993, 385 under number 5435, holding company of "*Gruppo Bancario Cariparma Crédit Agricole*", member of the *Fondo Interbancario di Tutela dei Depositi e Fondo Nazionale di Garanzia*, participating in this agreement as Secured Creditor and in the name and on behalf and also as representative (*mandatario con rappresentanza*) of the other Secured Creditors listed under Schedule 1 (*The Secured Creditors*) to this Agreement ("**Cariparma**" and the "**Security Agent**").

Whereas:

- (A) On 28 May 2015, Cassa di Risparmio di Parma e Piacenza S.p.A. as "*Agent*", "*Lender*", "*Security Agent*" and "*Underwriter*" (each as defined therein) and Facile.it Group S.p.A., as "*Borrower*" executed a Euro 32,000,000 term credit agreement denominated "*Facilities Agreement*", as amended on 19 June 2015 and on 5 November 2015 (the "**Credit Agreement**").
- (B) On 28 May 2015, Cassa di Risparmio di Parma e Piacenza S.p.A. as "*Security Agent*" (acting for itself as secured creditor and in the name and on behalf of the secured creditors listed in Schedule 1 (*The Secured Creditors*) to the Facile.it Group Pledge Agreement (as defined below)) and Facile.it Group Limited, as "*Pledgor*" executed, by exchange of commercial correspondence, an agreement denominated "*Agreement for the Creation of a Pledge over the shares of Facile.it Group S.p.A.*", pursuant to which the Pledgor granted a pledge over the Shares and the Related Rights (each as defined therein) jointly and on a *pro-indiviso* basis for the benefit of the Secured Creditors to secure the obligations of Facile.it Group S.p.A. (the "**Facile.it Group Pledge Agreement**").
- (C) On 28 May 2015, Cassa di Risparmio di Parma e Piacenza S.p.A. as "*Security Agent*" (acting for itself as secured creditor and in the name and on behalf of the secured creditors listed in Schedule 1 (*The Secured Creditors*) to the Facile.it Pledge Agreement (as defined below)) and Facile.it Group S.p.A., as "*Pledgor*" executed, by exchange of commercial correspondence, an agreement denominated "*Agreement for the Creation of a Pledge over the shares of Facile.it S.p.A.*", pursuant to which Facile.it Group S.p.A. granted a pledge over the Shares and the Related Rights (each as defined therein) jointly and on a *pro-indiviso* basis for the benefit of the Secured Creditors to secure its obligations (the "**Facile.it Pledge Agreement**", together with the Facile.it Group Pledge Agreement the "**Original Pledge Agreements**")

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- (D) In compliance with clause 22.31 (*Conditions Subsequent*) of the Credit Agreement, on 2 July 2015 Facile.it Group S.p.A. and Cassa di Risparmio di Parma e Piacenza S.p.A., entered into a hedging arrangement for the purpose of covering risks arising out of fluctuations in interest rates in relation to the debt arising under the Credit Agreement (the "**Hedging Agreement**"). The main terms and condition of the Hedging Agreements are described under Schedule B, Part II (*Main financial terms and conditions of the Hedging Agreements*).
- (E) Further to the execution of certain "*Transfer Certificates*" (as defined in the Credit Agreement), Cariparma transferred part of its participation in the Credit Agreement to Banca Popolare di Milano S.c.à.r.l. ("**BPM**") effective as of 30 September 2015 and ICCREA BancaImpresa S.p.A. ("**ICCREA**" together with BPM, the "**New Secured Creditors**") effective as of 2 October 2015, which as a consequence became "Lenders" under the Credit Agreement.
- (F) On 26 October 2015, Facile.it Broker di Assicurazioni S.r.l., Facile.it Group S.p.A. and Facile.it S.p.A. executed a deed of merger by which the latter two were merged by way of incorporation into Facile.it Broker di Assicurazioni S.r.l. effective as of 1 November 2015 (the "**Merger**"). As a consequence of the Merger (i) the shares of Facile.it Group S.p.A. and Facile.it S.p.A. were cancelled (*annullate*) and the participation of Facile.it Broker di Assicurazioni S.r.l. was attributed to the Pledgor, which became the sole shareholder of Facile.it Broker di Assicurazioni S.r.l., subject to the security interest created under the Original Pledge Agreements in favour of Cariparma; (ii) Facile.it Broker di Assicurazioni S.r.l. succeeded in all rights and obligations of Facile.it Group S.p.A. and Facile.it S.p.A.
- (G) Simultaneously with the effective date of the Merger, Facile.it Broker di Assicurazioni S.r.l. was transformed into a joint stock company. In connection therewith, no 100,000 ordinary shares (with a nominal value of Euro 1.00 each) representing 100% of the share capital of Facile.it Broker di Assicurazioni S.p.A. were issued to the Pledgor, always subject to the security interest created under the Original Pledge Agreements in favour of Cariparma.
- (H) On 5 November 2015, Cassa di Risparmio di Parma e Piacenza S.p.A. as "*Security Agent*" (acting for itself as secured creditor and in the name and on behalf of the secured creditors listed in Schedule 1 (*The Secured Creditors*) to the Confirmation and Extension Agreement (as defined below) and Facile.it Group Limited as Pledgor executed an agreement denominated "*Agreement for the Confirmation and Extension of a Pledge over Shares of Facile.it Broker di Assicurazioni S.p.A.*" whereby the Pledgor, among others:
- (i) confirmed and assumed, to the extent necessary, all obligations arising under the Original Pledge Agreements in favour of the Secured Creditors as security for the Secured Obligations, in respect of the Shares (as defined therein);
 - (ii) acknowledged (i) the execution of the Hedging Agreement, and (ii) that a portion of the Secured Obligations (as defined in the Original Pledge Agreements) has been transferred (together with the relevant security rights) by the Security Agent to BPM and ICCREA which, pursuant to the relevant Transfer Certificate (as defined in the Credit Agreement), have become Secured Creditors (as defined below);

- (iii) confirmed, to the extent necessary, the continuing existence and validity of the Pledge, jointly and on a *pro-indiviso* basis in favour of each of the Secured Creditors (as defined below), as security for the Secured Obligations arising under the Secured Contracts (both terms as defined in the Original Pledge Agreements) in respect of the Shares (as defined below); and
 - (iv) confirmed and extended, to the extent necessary, the security created pursuant to the Pledge Agreements over the Shares (as defined therein) in order to secure in favour of Cariparma the obligations arising under the Hedging Agreement (the **"Confirmation and Extension Agreement"** and together with the Original Pledge Agreements, the **"Pledge Agreement"**).
- (I) On 26 July 2016, the Company and the Secured Creditors listed under Schedule A (*The Secured Creditors*) to this Agreement executed by exchange of commercial correspondence an agreement denominated *"Amendment Agreement to the Facilities Agreement"* pursuant to which, amongst others things, the Secured Creditors listed under Schedule A, Part I (*The Secured Creditors*) have made available to the Company an additional facility for an aggregate amount of Euro 12,000,000 (the **"Facility C"**) and certain other terms and conditions of the Credit Agreement have been amended (the **"Amendment Agreement"**). The main terms and conditions of the Credit Agreement as amended by the Amendment Agreement are described under Schedule B, Part I (*Main financial conditions of the Credit Agreement*).
- (J) On 27 July 2016 the Company and Cassa di Risparmio di Parma e Piacenza S.p.A., entered into a hedging arrangement for the purpose of covering risks arising out of fluctuations in interest rates in relation to the debt arising under the Credit Agreement (the **"New Hedging Agreement"**). The main terms and condition of the New Hedging Agreement are described under Schedule B, Part III (*Main financial terms and conditions of the New Hedging Agreement*).
- (K) In the light of the above and in compliance with Clause 12 of the Pledge Agreement, the parties intends, without novative effect, to unconditionally and irrevocably:
- (i) acknowledge (i) the amendments to the Credit Agreement and the execution of the Amendment Agreement and (ii) the execution of the New Hedging Agreement;
 - (ii) confirm and extend, to the extent necessary, the security created pursuant to the Pledge Agreement in order to secure all obligations of the Pledgor arising under the Credit Agreement, as amended by the Amendment Agreement, in favour of the Secured Creditors;
 - (iii) confirm, to the extent necessary, the continuing existence and validity of the Pledge, jointly and on a *pro-indiviso* basis in favour of each of the Secured Creditors (as defined below), as security for the Secured Obligations arising under the Secured Contracts (as defined below); and
 - (iv) confirm and extend, to the extent necessary, the security created pursuant to the Pledge Agreement in order to secure in favour of Cariparma the obligations arising under the New Hedging Agreement.

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The Parties hereby agree as follows:

1. Recitals and Definitions

- 1.1 The Recitals set out above, and the Schedules hereto, shall be deemed a substantial part of this Agreement.
- 1.2 Unless defined in this Agreement or the context otherwise requires, a term defined in the Pledge Agreements has the same meaning in this Agreement or any notice given under or in connection with this Agreement.
- 1.3 Unless a contrary indication appears, any reference in this Agreement to:
 - (a) clause, paragraph and schedule headings are for ease of reference purposes only and must not be deemed as binding and must not be taken into consideration for the construction of the provisions set out therein. Clause, Paragraph and Schedule headings shall be deemed as a reference to a clause, paragraph or schedule to this Agreement;
 - (b) a law, regulation or provision shall be a reference to such law, regulation or legal provision as subsequently amended or supplemented;
 - (c) a Party or another person shall be a reference to such party or person and its successors or assignees;
 - (d) a "successor" includes an assignee or successor in title of any party and any person who under the laws of its jurisdiction of incorporation or domicile has assumed the rights and/or obligations of any Party under this Agreement or any of the Secured Contracts or to which, under such laws, any rights and obligations have been transferred; and
 - (e) an agreement, deed or document shall be a reference to such agreement, deed or document as including all amendments made thereto from time to time.

2. Confirmation and Extension of the Pledge

- 2.1 The parties hereby unconditionally and irrevocably:
 - (i) acknowledge (i) the amendments to the Credit Agreement and the execution of the Amendment Agreement and (ii) the execution of the New Hedging Agreement;
 - (ii) confirm and extend, to the extent necessary, the security created pursuant to the Pledge Agreement in order to secure all obligations of Facile.it Broker di Assicurazioni S.p.A., arising under the Credit Agreement, as amended by the Amendment Agreement, in favour of the Secured Creditors, including for the avoidance of doubt the obligations arising under the new facility made available following the execution of the Amendment Agreement, namely Facility C;

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- (iii) confirm, to the extent necessary, the continuing existence and validity of the Pledge, jointly and on a *pro-indiviso* basis in favour of each of the Secured Creditors, as security for the Secured Obligations arising under the Secured Contracts; and
- (iv) confirm and extend, to the extent necessary, the security created pursuant to the Pledge Agreement in order to secure in favour of Cariparma the obligations arising under the New Hedging Agreement.

As a consequence, from the date hereof the definition of Secured Contracts shall be read as follows:

“Secured Contracts” means:

- (a) *the Credit Agreement as amended by the Amendment Agreement;*
- (b) *the Pledge Agreement as confirmed and extended by this Agreement;*
- (c) *the Hedging Agreements and the transaction provided therein, if entered into with the Hedge Counterparty; and*
- (d) *the New Hedging Agreement and the transaction provided therein, if entered into with the Hedge Counterparty.”*

As a consequence, from the date hereof the definition of Secured Obligations shall be read as follows:

“Secured Obligations” means (i) *all present, future and contingent amounts that are or shall be due to all or any of the Secured Creditors, arising for any reason under the Secured Contracts vis à vis Facile.it Broker di Assicurazioni S.p.A., including, without limitations, all amounts due as payment of principal and interest, expenses and charges (including, if incurred in connection with the recovery of sums due under any of the Secured Contracts and the enforcement of the Pledge), fees, indemnities and damages, any amounts due as a result of any undue payment and/or unjust enrichment (ripetizione dell'indebito and/or arricchimento senza causa), and (ii) any amounts due (including later of the settlement of the amounts referred to under Paragraph (i) above) as a consequence of any claw back action (azione revocatoria) and/or voidance (inefficacia) pursuant to any applicable law, of any payments made under the Secured Contracts.”*

- 2.2 For the avoidance of doubt, the definition of “Secured Creditors” in the Pledge Agreement, as confirmed and extended by this Agreement, will include each beneficiary of the Pledge as listed in Schedule A (*The Secured Creditors*) to this Agreement, and any successor, either in general (*a titolo universale*) or in the particular (*a titolo particolare*), transferee (*cessionario*) or assignee (*avente causa*) in its contractual position under the Secured Contracts.

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3. Confirmation - without Novative Effect

- 3.1 Without prejudice to the provisions of Article 2 (*Confirmation and Extension of the Pledge*), the Pledge and all the terms applicable to it (that will continue to apply to the Pledge, as confirmed and extended pursuant to this Agreement), remain unprejudiced and confirmed.
- 3.2 The parties to this Agreement also reciprocally acknowledge, to the extent necessary, that they do not intend, by way of this Agreement, to novate the rights of pledge constituted by the Pledge Agreement, as confirmed and extended by this Agreement.

4. Formalities

- 4.1 On the same date of the execution of this Agreement, the Pledgor shall:
- (a) procure that one of the directors of the Company annotate the confirmation and extension of the Pledge, in accordance with the form set out in Schedule C (*Form of annotation - Share Certificate*), on the Share Certificate which is rendered available for such sole purpose by the Security Agent;
 - (b) cause one of the directors of the Company to annotate the confirmation and extension of the Pledge in the shareholders' book of the Company, in accordance with the form set out in Schedule D (*Form of annotation in the shareholders' book*).
- 4.2 Within 5 (five) Business Days from the execution of this Agreement, the Pledgor shall deliver to the Security Agent an excerpt (certified as a true copy by a notary public) of the shareholders' book of the Company evidencing the annotation referred to in paragraph (b) above.
- 4.3 The Parties agree and acknowledge that the Share Certificate shall continue being deposited with the Security Agent, in its capacity as custodian of the Collateral.

5. Expenses, costs and taxes

- 5.1 The costs, including tax costs, related to this Agreement, consequential formalities and future cancellations will be for the account of the Pledgor, in accordance with and subject to the provisions of the Credit Agreement.
- 5.2 This Agreement has been reached through an exchange of commercial correspondence (*"scambio di corrispondenza commerciale"*).
- 5.3 The Pledgor shall cooperate and shall do all such things as the Secured Creditors may require or consider necessary to enable the Secured Creditors to perfect the security confirmed and extended by this Agreement, including any cooperation needed for the purpose of registering the confirmation and extension of the Pledge in accordance with the relevant provisions of the Companies Act 2006.

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6. Governing Law and Jurisdiction

- 6.1 This Agreement and the Pledge confirmed hereunder shall be governed by the laws of the Republic of Italy.
- 6.2 Without prejudice to cases when jurisdiction (*competenza*) cannot be derogated in accordance with the Civil Procedure Code, the Court of Milan shall have exclusive jurisdiction to hear any dispute arising between the Parties in relation to this Agreement and the Pledge confirmed and extended hereunder.

7. Transparency Provisions

- 7.1 For the purposes of the Transparency Provisions, the Parties hereby acknowledge and confirm that:
- (a) they have appointed and has been assisted by its respective legal counsel in connection with the negotiation, preparation and execution of this Agreement; and
 - (b) this Agreement, and all of its terms and conditions, including the Recitals and the Schedules hereto, have been specifically negotiated ("*oggetto di trattativa individuale*") between the Parties

Schedule A (*The Secured Creditors*)

Part I (Credit Agreement)

Cassa di Risparmio di Parma e Piacenza S.p.A., a company incorporated in Italy with registered office at Via Università 1, 43121 Parma, registered with the Companies' Register of Parma, fiscal code and VAT number 02113530345, registered in the register held by the Bank of Italy pursuant to article 13 of the legislative decree 1 September 1993, 385 (TUB) under number 5435, holding company of "Gruppo Bancario Cariparma Crédit Agricole", member of the Fondo Interbancario di Tutela dei Depositi e Fondo Nazionale di Garanzia.

Banca Popolare di Milano S.c.ar.l., a company incorporated under the laws of the Republic of Italy, with registered office in piazza Meda 4, 20121 Milan, registered with the Companies Register of Milan under No. 00715120150;

ICCREA BancaImpresa S.p.A., a company incorporated under the laws of the Republic of Italy, with registered office in via Lucrezia Romana 41/47, 00178 Rome, registered with the Companies Register of Rome under No. 02820100580.

Part II (Hedging Agreement)

Cassa di Risparmio di Parma e Piacenza S.p.A., a company incorporated in Italy with registered office at Via Università 1, 43121 Parma, registered with the Companies' Register of Parma, fiscal code and VAT number 02113530345, registered in the register held by the Bank of Italy pursuant to article 13 of the legislative decree 1 September 1993, 385 (TUB) under number 5435, holding company of "Gruppo Bancario Cariparma Crédit Agricole", member of the Fondo Interbancario di Tutela dei Depositi e Fondo Nazionale di Garanzia.

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Schedule B Part I

(MAIN FINANCIAL CONDITIONS OF THE CREDIT AGREEMENT).

Name of Agreement:	Facilities Agreement
Aggregate Principal:	Euro 32,000,000
Credit Facilities:	
1. Facility:	Facility A
Maximum principal amount:	Euro 16,000,000
Interest:	6 month EURIBOR plus a variable margin between 3.50 per cent <i>per annum</i> and 2.00 per cent <i>per annum</i>
Default Interest:	The default interest rate shall be the interest rate applicable from time to time, plus a margin of 2%
Repayment:	variable semi-annual instalments, the last of which shall fall due on the date falling 6 years after the Closing Date
2. Facility:	Facility B
Maximum principal amount:	Euro 16,000,000
Interest:	6 month EURIBOR plus a variable margin between 4.00 per cent <i>per annum</i> and 2.50 per cent <i>per annum</i>
Default Interest:	The default interest rate shall be the interest rate applicable from time to time, plus a margin of 2%
Repayment:	In full on the date falling 7 years after the Closing Date
3. Facility:	Facility C
Maximum principal amount:	Euro 12,000,000
Tranche:	Facility C - Tranche 1
Maximum principal amount:	Euro 7,000,000
Interest:	6 month EURIBOR plus a variable margin between 3.50 per cent <i>per annum</i> and 2.00 per cent <i>per annum</i>
Default Interest:	The default interest rate shall be the interest rate applicable from time to time, plus a margin of 2%
Repayment:	variable semi-annual instalments, the last of which shall fall due on the 30 June 2021
Tranche:	Facility C - Tranche 2

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Maximum principal amount:	Euro 5,000,000
Interest:	6 month EURIBOR plus a variable margin between 4.00 per cent <i>per annum</i> and 2.50 per cent <i>per annum</i>
Default Interest:	The default interest rate shall be the interest rate applicable from time to time, plus a margin of 2%
Repayment:	In full on the 30 June 2022
4. Borrower	Facile.it Broker di Assicurazioni S.p.A.

PART II

(MAIN FINANCIAL CONDITIONS OF THE HEDGING AGREEMENT)

Interest Rate Swap entered into by Cassa di Risparmio di Parma e Piacenza S.p.A. and Facile.it Group S.p.A. on 2 July 2015.

Type of derivative: Interest Rate Swap

Perfection Date: 2 July 2015

Fixed Rate:

Period from	To	Fixed Rate
30/06/2016	30/12/2016	1.045%
30/12/2016	31/06/2017	1.045%
31/06/2017	29/12/2017	1.045%
29/12/2017	29/06/2018	1.045%
29/06/2018	31/12/2018	1.045%
31/12/2018	28/06/2019	1.045%
28/06/2019	31/12/2019	1.045%
31/12/2019	30/06/2020	1.045%
30/06/2020	31/12/2020	1.045%
31/12/2020	30/06/2021	1.045%
30/06/2021	31/12/2021	1.045%
31/12/2021	30/06/2022	1.045%

Notional Amount: Euro 16,000,000,000

Value date: From 30 June 2016 to 30 June 2022

Timing Fixing: Advanced half-yearly

EURIBOR: 6 months

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PART III

(MAIN FINANCIAL CONDITIONS OF THE NEW HEDGING AGREEMENT)

Interest Rate Swap entered into by Cassa di Risparmio di Parma e Piacenza S.p.A. and Facile.it Broker di Assicurazioni S.p.A. on 27 July 2016.

Type of derivative: Interest Rate Swap

Perfection Date: 27 July 2016

Fixed Rate:

Period from	To	Fixed Rate
30/12/2016	30/06/2017	-0.02%
30/06/2017	31/12/2017	-0.02%
31/12/2017	30/06/2018	-0.02%
30/06/2018	31/12/2018	-0.02%
31/12/2018	30/06/2019	-0.02%
30/06/2019	31/12/2019	-0.02%

Notional Amount: Euro 2,500,000.00

Value date: From 30 December 2016 to 31 December 2019

Timing Fixing: Advanced half-yearly

EURIBOR: 6 months

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Schedule C (Form of Annotation - Share Certificate)

Si dà atto che il pegno costituito sulle azioni di cui al presente certificato azionario, ai sensi di (i) un contratto denominato "*Agreement for the creation of a Pledge over Shares of Facile.it Group S.p.A.*" ("**Atto di Pegno Facile.it Group**"), sottoscritto in data 28 maggio 2015 tra Facile.it Group Limited in qualità di Costituente e Cassa di Risparmio di Parma e Piacenza S.p.A. in qualità di Security Agent, e (ii) un contratto denominato "*Agreement for the creation of a Pledge over Shares of Facile.it S.p.A.*", sottoscritto in data 28 maggio 2015 tra Facile.it Group S.p.A. in qualità di Costituente e Cassa di Risparmio di Parma e Piacenza S.p.A. in qualità di Security Agent ("**Atto di Pegno Facile.it**", congiuntamente all'Atto di Pegno Facile.it Group, gli "**Atti di Pegno**"), come confermato ed esteso mediante un atto denominato "*Agreement for the Confirmation and Extension of a Pledge over Shares of Facile.it Broker di Assicurazioni S.p.A.*" ("**il Primo Atto di Conferma ed Estensione**"), sottoscritto in data 5 novembre 2015 tra, *inter alios*, Facile.it Group Limited, in qualità di Costituente e Cassa di Risparmio di Parma e Piacenza S.p.A. per sé in qualità di creditore garantito e in rappresentanza degli altri Creditori Garantiti (come definiti nel Primo Atto di Conferma ed Estensione) è stato confermato ed esteso mediante un atto denominato "*Agreement for the Confirmation and Extension of a Pledge over Shares of Facile.it Broker di Assicurazioni S.p.A.*" ("**il Secondo Atto di Conferma ed Estensione**"), sottoscritto in data 27 luglio 2016 tra, *inter alios*, Facile.it Group Limited, in qualità di Costituente e Cassa di Risparmio di Parma e Piacenza S.p.A. per sé in qualità di creditore garantito e in rappresentanza degli altri Creditori Garantiti (come definiti nel Secondo Atto di Conferma ed Estensione).

Ai sensi del Secondo Atto di Conferma ed Estensione, il Costituente:

- (i) ha preso atto delle modifiche al Contratto di Finanziamento ("*Facilities Agreement*") e della sottoscrizione del Contratto di Modifica del Finanziamento ("*Amendment Agreement*"), nonché della sottoscrizione dei New Hedging Agreement (come definito nel Secondo Atto di Conferma ed Estensione);
- (ii) ha confermato ed esteso, per quanto occorrer possa, il pegno creato ai sensi dell'Atto di Pegno ("*Pledge Agreement*") a garanzia delle obbligazioni del Costituente derivanti dal Contratto di Finanziamento ("*Credit Agreement*"), come modificato dal Contratto di Modifica del Finanziamento ("*Amendment Agreement*"), congiuntamente e *pro-indiviso* a favore dei seguenti Creditori Garantiti:

Cassa di Risparmio di Parma e Piacenza S.p.A., società costituita in Italia, con sede legale in Via Università 1, 43121, Parma, iscritta al Registro delle Imprese di Parma al numero 02113530345, codice fiscale 02113530345, iscritta all'Albo dei Gruppi Bancari al numero 5435;

Banca Popolare di Milano S.c.ar.l. con sede legale in piazza Meda 4, 20121 Milano, capitale sociale di Euro 3.365.439.319,02, i.v., codice fiscale e numero di iscrizione presso il Registro delle Imprese di Milano 00715120150; e

ICCREA BancaImpresa S.p.A., società costituita in Italia, con sede legale in via Lucrezia Romana 41/47, 00178 Roma, iscritta al Registro delle Imprese di Roma al numero 02820100580,

- (iii) ha riconosciuto e confermato, per quanto occorrer possa, la piena esistenza, validità ed efficacia del Pegno (the "*Pledge*") congiuntamente e *pro-indiviso* a beneficio di tutti i Creditori Garantiti a

garanzia dei Crediti Garantiti ("*Secured Obligations*") quali derivanti dai Rapporti Garantiti ("*Secured Contracts*"); e

- (iv) ha confermato ed esteso il pegno creato ai sensi dell'Atto di Pegno ("*Pledge Agreement*") a garanzia, *inter alia*, delle obbligazioni nascenti dai New Hedging Agreement (come definito nel Secondo Atto di Conferma ed Estensione), a favore di Cassa di Risparmio di Parma e Piacenza S.p.A.

Data: 27 luglio 2016

Un Amministratore

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Schedule D (Form of annotation in the Shareholders' Book)

Si dà atto che il pegno costituito sulle azioni della Società, ai sensi di (i) un contratto denominato "*Agreement for the creation of a Pledge over Shares of Facile.it Group S.p.A.*" ("**Atto di Pegno Facile.it Group**"), sottoscritto in data 28 maggio 2015 tra Facile.it Group Limited in qualità di Costituente e Cassa di Risparmio di Parma e Piacenza S.p.A. in qualità di Security Agent, e (ii) un contratto denominato "*Agreement for the creation of a Pledge over Shares of Facile.it S.p.A.*", sottoscritto in data 28 maggio 2015 tra Facile.it Group S.p.A. in qualità di Costituente e Cassa di Risparmio di Parma e Piacenza S.p.A. in qualità di Security Agent ("**Atto di Pegno Facile.it**", congiuntamente all'Atto di Pegno Facile.it Group, gli "**Atti di Pegno**"), come confermato ed esteso mediante un atto denominato "*Agreement for the Confirmation and Extension of a Pledge over Shares of Facile.it Broker di Assicurazioni S.p.A.*" ("**il Primo Atto di Conferma ed Estensione**"), sottoscritto in data 5 novembre 2015 tra, *inter alios*, Facile.it Group Limited, in qualità di Costituente e Cassa di Risparmio di Parma e Piacenza S.p.A. per sé in qualità di creditore garantito e in rappresentanza degli altri Creditori Garantiti (come definiti nel Primo Atto di Conferma ed Estensione) è stato confermato ed esteso mediante un atto denominato "*Agreement for the Confirmation and Extension of a Pledge over Shares of Facile.it Broker di Assicurazioni S.p.A.*" ("**il Secondo Atto di Conferma ed Estensione**"), sottoscritto in data 27 luglio 2016 tra, *inter alios*, Facile.it Group Limited, in qualità di Costituente e Cassa di Risparmio di Parma e Piacenza S.p.A. per sé in qualità di creditore garantito e in rappresentanza degli altri Creditori Garantiti (come definiti nel Secondo Atto di Conferma ed Estensione).

Ai sensi del Secondo Atto di Conferma ed Estensione, il Costituente:

- (i) ha preso atto delle modifiche al Contratto di Finanziamento ("*Facilities Agreement*") e della sottoscrizione del Contratto di Modifica del Finanziamento ("*Amendment Agreement*"), nonché della sottoscrizione dei New Hedging Agreement (come definito nel Secondo Atto di Conferma ed Estensione);
- (ii) ha confermato ed esteso, per quanto occorrer possa, il pegno creato ai sensi dell'Atto di Pegno ("*Pledge Agreement*") a garanzia delle obbligazioni del Costituente derivanti dal Contratto di Finanziamento ("*Credit Agreement*"), come modificato dal Contratto di Modifica del Finanziamento ("*Amendment Agreement*"), congiuntamente e *pro-indiviso* a favore dei seguenti Creditori Garantiti:

Cassa di Risparmio di Parma e Piacenza S.p.A., società costituita in Italia, con sede legale in Via Università 1, 43121, Parma, iscritta al Registro delle Imprese di Parma al numero 02113530345, codice fiscale 02113530345, iscritta all'Albo dei Gruppi Bancari al numero 5435;

Banca Popolare di Milano S.c.ar.l. con sede legale in piazza Meda 4, 20121 Milano, capitale sociale di Euro 3.365.439.319,02, i.v., codice fiscale e numero di iscrizione presso il Registro delle Imprese di Milano 00715120150; e

ICCREA BancaImpresa S.p.A., società costituita in Italia, con sede legale in via Lucrezia Romana 41/47, 00178 Roma, iscritta al Registro delle Imprese di Roma al numero 02820100580,

- (iii) ha riconosciuto e confermato, per quanto occorrer possa, la piena esistenza, validità ed efficacia del Pegno (the "*Pledge*") congiuntamente e *pro-indiviso* a beneficio di tutti i Creditori Garantiti a

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garanzia dei Crediti Garantiti ("*Secured Obligations*") quali derivanti dai Rapporti Garantiti ("*Secured Contracts*"); e

- (iv) ha confermato ed esteso il pegno creato ai sensi dell'Atto di Pegno ("*Pledge Agreement*") a garanzia, *inter alia*, delle obbligazioni nascenti dai New Hedging Agreement (come definito nel Secondo Atto di Conferma ed Estensione), a favore di Cassa di Risparmio di Parma e Piacenza S.p.A.

Data: 27 luglio 2016

Un Amministratore

If you agree with the above, please transcribe in full the text of the Agreement for the Confirmation and Extension of a Pledge over Shares of Facile.it Broker di Assicurazioni S.p.A. (including any Schedules) and return it to us duly initialled on each page and signed at the end for acceptance by your authorized signatories.

Kind regards,

Facile.it Group Limited, as Pledgor

By: _____

DAVID KEECH

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If you agree with the above, please transcribe in full the text of the Agreement for the Confirmation and Extension of a Pledge over Shares of Facile.it Broker di Assicurazioni S.p.A. (including any Schedules) and return it to us duly initialled on each page and signed at the end for acceptance by your authorized signatories.

Kind regards,

Facile.it Group Limited, as Pledgor

By: _____

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We hereby notify you of our acceptance to the Agreement for the Confirmation and Extension of a Pledge over Shares of Facile.it Broker di Assicurazioni S.p.A., whose content is reproduced above.

Yours faithfully

Cassa di Risparmio di Parma e Piacenza S.p.A., as Security Agent

By: 

PAOLO MORINO