

Cerved Group S.p.A.

Via dell'Unione Europea n. 6A/6B
20097 San Donato Milanese (MI)

To the attention of the Board of Directors

and with courtesy copy

To the Board of Statutory Auditors

Milan, December 15, 2021

RE: Request for integration of the agenda pursuant to Article 126-bis, paragraph 1, first period, TUF of the Extraordinary Shareholders' Meeting of Cerved Group S.p.A. convened for January 14, 2022.

Dear Sirs and Madams,

We refer to the notice of call published on December 13, 2021 in order to convene the Extraordinary Shareholders' Meeting of Cerved Group S.p.A. (the "**Company**") for January 14, 2022, in a single meeting, to discuss and resolve on the following

AGENDA

"1. Approval of the merger plan by incorporation of Castor Bidco S.p.A. into Cerved Group S.p.A. Related and consequent resolutions."

Hereby, Castor Bidco S.p.A. as shareholder holding in aggregate 178,365,223 ordinary shares of the Company, representing 91.34% of the Company's share capital, hereby requests that, pursuant to Article 126-bis, paragraph 1, first sentence, of Legislative Decree no. 58 of 24 February 1998 ("**TUF**"), the agenda of the Shareholders' Meeting of the Company be supplemented with the addition of the following items, to be submitted to the Shareholders' Meeting in ordinary and extraordinary session:

"Ordinary part

Reduction of the number of members of the Board of Directors from 11 (eleven) to 10 (ten). Inherent and consequent resolutions

Extraordinary part

Adoption of a new text of the By-laws effective as of the date of the delisting of the shares of Cerved Group S.p.A. from the Euronext Milan, organized and managed by Borsa Italiana S.p.A.. Inherent and consequent resolutions."

Attached are:

- (i) the communications issued by authorised intermediaries giving evidence of the fact that the undersigned Castor Bidco S.p.A. holds shares in the Company in excess of the threshold of one fortieth of the share capital set forth by Article 126-bis, paragraph 1, first sentence, of the TUF, attached hereto as Attachment "A";
- (ii) the report describing the reasons of this request for integration pursuant to Article 126-bis, paragraph 4, of the TUF, attached hereto under Attachment "B".

Sincerely yours,

Castor Bidco S.p.A.

Luca Peyrano

Sole Director

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LIST OF ATTACHMENTS

- A. COMMUNICATIONS FROM AUTHORISED INTERMEDIARIES
- B. REPORT

Courtesy Translation

REPORT PREPARED BY CASTOR BIDCO S.P.A. PURSUANT TO ARTICLE 126-BIS OF LEGISLATIVE DECREE NO. 58 OF FEBRUARY 24, 1998, FOR THE INTEGRATION OF THE ITEMS ON THE AGENDA OF THE SHAREHOLDERS' MEETING OF CERVED GROUP S.P.A. CONVENED FOR JANUARY 14, 2022

Dear Shareholders,

this report (the "**Report**") has been prepared by Castor Bidco S.p.A. ("**Castor Bidco**"), pursuant to Article 126-bis, paragraph 4, of Legislative Decree No. 58 of 24 February 1998 ("**TUF**"), in its capacity as shareholder of Cerved Group S.p.A. ("**Cerved**" or the "**Company**"), in relation to its request, formulated on December 15, 2021, for the integration of the agenda of the Extraordinary Shareholders' Meeting of Cerved, convened for January 14, 2022, in a single call, as per the notice of call published on December 13, 2021, with the addition of the following items, to be submitted to the Shareholders' Meeting in ordinary and extraordinary session:

"*Ordinary part*

Reduction of the number of members of the Board of Directors from 11 (eleven) to 10 (ten). Related and consequent resolutions.

"*Extraordinary part*

Adoption of a new text of the By-laws effective as of the date of the delisting of the shares of Cerved Group S.p.A. from the Euronext Milan, organized and managed by Borsa Italiana S.p.A.. Related and consequent resolutions."

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The proposals submitted to the Shareholders' Meeting are outlined below.

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ORDINARY PART**Item 1 on the Agenda – Reduction in the number of members of the Board of Directors from 11 (eleven) to 10 (ten). Inherent and consequent resolutions**

On November 25, 2021, Cerved's shareholders determined the number of members of the Company's Board of Directors to be 11 (eleven).

In light of the resignation of director Gianandrea De Bernardis, which took place on 25 November 2021, the Company's current Board of Directors currently consists of 10 members, namely: Aurelio Regina (Chairman), Andrea Mignanelli (Chief Executive Officer), Luca Peyrano, Carlo Purassanta, Anna Zanardi, Elvina Finzi, Giulia Cavalli, Elena Toson, Stefano Caselli and Alessandra Ferrari.

The Directors Aurelio Regina, Anna Zanardi, Elvina Finzi, Giulia Cavalli, Elena Toson, Stefano Caselli and Alessandra Ferrari declared that they meet the independence requirements set forth by the TUF and by the *Corporate Governance* Code for listed companies approved by the Corporate Governance Committee (January 2020 edition).

As at the date of this Report, the Board of Directors of the Company has not appointed a new member to replace the resigning Director pursuant to its current By-laws and Article 2386 of the Italian Civil Code.

In light of the above, it is proposed to reduce the number of members of the Board of Directors from 11 (eleven) to 10 (ten).

It is believed that the number of 10 members allows for an adequate composition of the Board, both in terms of representation of the executive, non-executive and independent components, and in terms of diversification of the experience and expertise present within the administrative body.

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In light of the foregoing, we propose that the Shareholders' Meeting pass the following resolutions:

*"The Shareholders' Meeting of Cerved Group S.p.A., convened in ordinary session,
resolves*

- 1. to reduce the number of members of the Board of Directors as determined by the Shareholders' Meeting of November 25, 2021 from 11 (eleven) to 10 (ten);*
- 2. to grant the Board of Directors – and on its behalf the Chairman and the Managing Director, severally and with the right to sub-delegate – the widest possible powers to execute the above resolution".*

EXTRAORDINARY PART

Item 2 on the Agenda – Adoption of a new text of the By-laws effective as of the date of the delisting of the shares of Cerved Group S.p.A. from the Euronext Milan, organized and managed by Borsa Italiana S.p.A.. Inherent and consequent resolutions.

On November 16, 2021 Castor Bidco announced to the market that it had become the owner of a shareholding exceeding the 90% of Cerved's share capital, the threshold provided for by Article 108, paragraph 2, of the TUF for the application of the obligation to purchase Cerved shares from the shareholders willing to sale (the "**Sell-Out Procedure**"). In this context, Castor Bidco also declared its intention not to proceed with the restoration of the free float sufficient to ensure regular trading of Cerved ordinary shares.

In this regard, please note that Cerved's shares will be delisted from Euronext Milan, organized and managed by Borsa Italiana S.p.A. (the "**Delisting**") starting from the trading day following the last day of payment of the consideration (set by Consob, pursuant to Article 108, paragraph 4, of the TUF), of the Cerved shares to be sold to Castor Bidco in the context of the Sell-Out Procedure (or, if the conditions are met, at the end of the joint procedure for the exercise of the purchase right pursuant to Article 111 of the TUF and the fulfilment of the purchase obligation pursuant to Article 108, paragraph 1, of the TUF, as will be indicated by Borsa Italiana).

In this context, Castor Bidco intends to propose to Cerved's shareholders' meeting to amend Cerved's by-laws by adopting the by-laws attached to this Report under Annex A (the "**Interim By-laws**") with effectiveness to be conditional upon the Delisting, in order to reflect those changes that are appropriate in light of the fact that Cerved will be delisted. The Interim By-laws will apply from the Delisting and until the effective date of the merger by incorporation of Castor Bidco into Cerved – already on the agenda of the Extraordinary Shareholders' Meeting of Cerved convened for January 14, 2022 (the "**Merger**") – the date from which the by-laws attached to the merger plan approved by the administrative bodies of Cerved and Castor Bidco on December 9, 2021 (the "**New By-laws**") will become effective.

The Interim By-laws provide, *inter alia*, for (i) the extension of Cerved's term of duration to December 31, 2060; (ii) the introduction of a ban on the establishment of burdens on shares; and (iii) the introduction of a right of pre-emption in favour of the shareholder holding the absolute majority (50%+1) of the shares.

It should be noted that the list voting mechanism provided for in Cerved's by-laws currently in force, pursuant to Article 147-ter of the TUF, will be maintained in the Interim By-Laws with the appropriate adjustments aimed at making it consistent with the fact that Cerved will be delisted.

Taking into account the provisions of Paragraph 6.2 of Cerved's By-laws, the approval of the Interim By-laws does not grant the Company's shareholders not concurring to the approval of the relevant shareholders' meeting resolution the right of withdrawal.

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In light of the foregoing, we propose that the Shareholders' Meeting pass the following resolutions:

*"The Shareholders' Meeting of Cerved Group S.p.A., convened in extraordinary session,
resolves*

1. *to amend the Company's by-laws, by adopting the by-laws attached as Annex A, with effect from the date of the delisting of Cerved's ordinary shares from Euronext Milan, organised and managed by Borsa Italiana S.p.A., and until the effective date of the merger by incorporation of Castor Bidco S.p.A. into Cerved Group S.p.A. (therefore without prejudice to the resolution approving the aforementioned merger and the consequent adoption of the new by-laws attached to the merger plan);*
2. *to grant the Board of Directors - and on its behalf the Chairman and the Managing Director, severally and with the right to sub-delegate - the widest possible powers to implement the above resolution, including but not limited to the following powers: (i) to carry out all formalities necessary to register the resolution in the Companies' Register, accepting and introducing in the same the formal and non-substantial amendments, additions or deletions that may be required by the competent Authorities; (ii) to carry out, in general, all that is necessary or even only appropriate for the complete execution and publicity of the resolution themselves, including those vis-à-vis any competent Authority (including Borsa Italiana S.p.A.), with an express mandate to proceed, once the above condition has been verified, with the relative publicity formalities at the competent office of the Companies' Register. "*

Exhibit A
Interim Bylaws

BY-LAWS

1. COMPANY NAME

1.1 A joint stock company is incorporated under the name

"Cerved Group S.p.A."

2. REGISTERED OFFICE

2.1 The registered office of the Company is in the municipality of San Donato Milanese (MI).

2.2 The management body may establish, transfer and cease in Italy and/or abroad permanent establishments, branches, representative offices, local units and warehouses of any kind.

3. COMPANY'S PURPOSE

3.1 The Company, directly and/or through its subsidiaries or affiliated companies, carries out the following activities:

- (i)* management and sale of information systems on companies, with focus on financial statements, and on individuals, as well as all business information activities;
- (ii)* implementation and management of rating and scoring systems and any other system for the assessment of credit risk;
- (iii)* carrying out investigations, research and collection of information on behalf of third parties and carrying out any related or consequential activity;
- (iv)* management of credit bureau services;
- (v)* carrying out studies and research on the competitive placement of enterprises, on the structures and outlook for economic sectors and geographical areas;
- (vi)* establishment, management, development and sale of databases and information systems;
- (vii)* management of automatic data processing services related to the services offered by the Company;
- (viii)* setting up its own networks for data storage, processing and distribution;
- (ix)* production, sale, distribution and rental of basic and application software and database connection and exploitation services;
- (x)* design, implementation and management of services on behalf of third parties within the sectors referred to in this Section;
- (xi)* carrying out, also on behalf of third parties, economic and financial analyses and evaluations and applied economic studies and research, as well as publishing activities on economic and financial matters, with the express exclusion of the publication of newspapers;
- (xii)* assistance with financial analysis, use of information systems and automation;
- (xiii)* organisation of refresher and specialisation courses in the aforementioned areas;

- (xiv) the provision of services for the recovery of non-performing loans on behalf of corporate clients; in particular, the services provided are as follows: (i) locating and liaising with the insolvent debtor, (ii) ascertaining the reasons for the default, (iii) reporting to the relevant creditor the facts, circumstances and information useful for the proper settlement of the claim, (iv) substantially carrying out all activities relating to the pre-legal-judicial phase of the recovery of outstanding receivables
- (xv) the execution of agency tasks pursuant to Article 1742 of the Civil Code, with or without representation, for the promotion of the conclusion of contracts in the fields of marketing of databases and economic-statistical information and debt collection on behalf of third parties;
- (xvi) the provision of valuation services, on its own behalf or on behalf of third parties, of movable and immovable, tangible and intangible assets for insurance, banking, management and commercial purposes. In this respect, the Company may:
 - (a) accept assignments, also through its own network of collaborators or for the purpose of entrusting assignments to qualified third parties, relating to the management and execution of feasibility studies, research, indexes, studies, consultancy and expert opinions;
 - (b) supervise and control the proper implementation, management and coordination of the above activities;

all in compliance with the law on reserved professional activities;

(xvii) marketing assistance and consulting, market research and surveys, to support the definition and implementation of plans to improve relations with customers, both external and internal, in all markets, distribution channels and geographical areas; customer orientation activities of human resources and information systems; support activities to improve productivity and profitability of commercial contact actions and performance measurement on customers; the activity of qualification of prospects and support to sales networks; the activity of understanding the needs and expectations of customers and their shopping drivers, detection of shopping behaviour, satisfaction and loyalty, measurement of market potentials and trends, demand segmentation; definition of supply systems, market and business models. The Company offers contract and multi-client research; carries out quantitative and qualitative research and mystery customer interventions; carries out data collection through personal, telephone, postal and email internet interviews with its own resources and those of third party partners; provides statistical and modelling analyses and reports with statistical tables on results and indications for improvement priorities; with its own resources and those of third party partners the company offers telemarketing services and provides CRM software applications.

3.2 In order to pursue the company's purpose, the Company may carry out management, coordination and technical, administrative and financial assistance activities in respect of and for the benefit of its subsidiaries, parent companies, affiliated companies and, in any case, companies within the group to which it belongs; it may also acquire, for the purpose of stable investment and with the exclusion of any activity *vis-à-vis* the public, directly or indirectly, shareholdings and interests in other companies or enterprises having a purpose similar or analogous to its own.

3.3 In order to achieve the company's purpose, the Company may, in any event, carry out all the transactions that are necessary or beneficial in an instrumental manner to, or in any case connected with, the corporate purpose or that allow for a more efficient use of its own structures and/or resources and those of its affiliates or subsidiaries, with the exception of the collection of savings from the public and investment services as defined by Legislative Decree no. 58 of 24 February 1998, as well as the activities referred to in Article 106 of Legislative Decree no. 385 of 1 September 1993, insofar as they are also carried out *vis-à-vis* the public, as well as the activities in general reserved by law to professionals registered in special registers.

3.4 In this respect, the Company may:

- (i) acquire interests, quotas, shareholdings in other companies with similar, analogous or complementary purposes;
- (ii) grant guarantees (*fideiussioni*), provide endorsements (*avalli*) and allow mortgages to be registered on any of the real estate owned by the Company and grant any other real and/or personal guarantee for its own or third parties' debts and obligations, whenever deemed appropriate by the Board of Directors.

4. DURATION

4.1 The duration of the Company shall be until December 31, 2060.

5. DOMICILE

5.1 The domicile, completed with certified e-mail and e-mail address, of the shareholders, for the purpose of their relationship with the Company, is the one indicated by them and resulting from the shareholders' ledger of the Company.

5.2 In the absence of an indication of the domicile in the shareholders' ledger of the Company, reference is made to the registered residence or registered office.

6. SHARE CAPITAL

6.1 The share capital is equal to Euro 50,521,142.00, divided into no. 195,274,979 Shares without express indication of their par value.

6.2 Goods, receivables and money may be contributed to the Company. The Shares may also be allocated to shareholders not in proportion to their respective contributions upon consent of the concerned shareholders.

6.3 The share capital may also be increased through issuance of Shares having different rights from those of the Shares already issued.

6.4 The extraordinary shareholders' meeting may resolve to allocate profits to the employees of the Company or its subsidiaries by issuing special classes of Shares or other types of Securities or participative financial instruments to be allocated individually to employees.

7. SHARES

7.1 Each Share gives right to one vote.

7.2 All Shares are registered and indivisible and grant the same economic and administrative rights.

7.3 The Shares are issued in dematerialized form in accordance with current legislation.

7.4 In case of joint ownership of Shares, the rights of the joint owners shall be exercised by a common representative appointed in accordance with the law.

7.5 Holders of any Shares are bound by the provisions of these By-laws and the resolutions of the shareholders' meeting taken in accordance with the law and these By-laws.

8. BONDS, LOANS AND SHAREHOLDERS' CONTRIBUTIONS

8.1 The Company may issue convertible and non-convertible bonds within the limits and in accordance with the provisions of the law.

8.2 The issuance of convertible bonds is reserved to the competence of the shareholders' meeting, in extraordinary call. The issuance of non-convertible bonds is instead reserved to the managing body in accordance with the provisions set forth under Article 2410, second paragraph, of the Civil Code.

8.3 The Company may receive contributions and interest-bearing or non-interest-bearing loans from its shareholders, whether for a consideration or free of charge, in the form of capital contributions or otherwise, with or without an obligation to repay, in compliance with applicable regulations.

9. WITHDRAWAL RIGHT

9.1 Shareholders have the right to withdraw in the cases and with the effects provided for by law. No withdrawal right is attributed to those shareholders which have not voted in favor of the resolutions concerning (i) the extension of the duration of the Company, regardless of the duration of such extension, and (ii) the introduction, amendment or removal of restrictions on the transfer of Securities.

9.2 The provisions of the law relating to the terms and conditions for exercising the withdrawal right, the criteria for determining the value of the Shares and the winding up process shall apply).

10. TRANSFERS

10.1 Securities are freely Transferable, unless otherwise provided for in these By-laws.

10.2 A partial Transfer of Securities by a shareholder is not permitted without the prior written consent of as many shareholders representing in the aggregate the absolute majority of the outstanding Shares. Such shareholder may, therefore, Transfer its own Securities only if the Transfer concerns all and not less than all of its Securities, to one or more beneficiaries.

10.3 Any Transfer of Securities in breach of these By-laws is unenforceable against the Company and other shareholders and, therefore, the relevant Transferee shall not be entitled to exercise any rights attached to the Securities acquired in breach of these By-laws (including, but not limited to, the right to receive a dividend, the right to vote and the right to participate to the distribution of the Company's assets in case of winding up of the Company). In this case, the directors are not authorized to file the Transferee in the shareholders' ledger of the Company.

11. PROHIBITION OF PLEDGE

11.1 No shareholder may establish any pledges on one or more Securities, without the prior written consent of as many shareholders as represent in the aggregate an absolute majority of the outstanding Shares, except for the pledges established to guarantee any loans granted to the Company or its Affiliates.

12. RIGHT OF FIRST REFUSAL

12.1 Should a shareholder holding a number of Shares lower than 50% of the outstanding Shares (for the purposes of this Article, the "**Transferring Shareholder**") intend to transfer its Securities (the "**Securities to be Transferred**") to a third party and/or a shareholder (for the purposes of this Article, the "**Prospective Transferee**"), the Transferring Shareholder must first offer the right of first refusal on these to the shareholder that, as of the date of issuance of the Transfer Notice (as defined below), owns a number of Shares greater than 50% of the outstanding Shares (the "**Receiving Shareholder**") in accordance with this Article 12 (the "**Right of First Refusal**"). For such purpose, the Transferring Shareholder shall send to the Receiving Shareholder and, in copy, to the management body, by PEC, registered letter with return receipt (A.R.) or express courier, a specific written notice that shall constitute an irrevocable offer to sell (the "**Transfer Notice**"), which (1) indicates that the Transferring Shareholder has entered into a binding agreement for the purchase of the Securities to be Transferred with the Prospective Transferee, and (2) shall contain a copy of the binding agreement duly signed by the Prospective Transferee and the Transferring Shareholder stating the following:

- (i) the identity of the Prospective Transferee (and of any beneficial owners), including an indication of the relevant group and/or ultimate Controlling company, if any;
- (ii) the number of Securities to be Transferred, the percentage of the Company's share capital represented by the Securities to be Transferred and their par value (implicit, if any);
- (iii) the consideration for the Transfer of the Securities to be Transferred to the Prospective Transferee (and the related terms and conditions of payment, any guarantees agreed in relation to the payment thereof and any mechanisms for adjusting the consideration) agreed with, or offered by, the Prospective Transferee (for the purposes of this Article 12, the "**Offered Price**"); and
- (iv) the date (which may in no case be earlier than 90 Business Days and no later than 12 months from the date of dispatch of the Transfer Notice) and the place where the Transfer is to be carried out and any other terms and conditions of the proposed Transfer of the Securities to be Transferred (including any conditions precedent to which the Transfer of the Securities to be Transferred is subject, representations and warranties and indemnification undertakings which may have been agreed with, or offered by, the Prospective Transferee).

12.2 If two or more Transferring Shareholders intend to jointly Transfer the respective Securities to be Transferred, each shareholder shall deliver its Transfer Notice with regard to its own Securities to be Transferred.

12.3 If the Transfer is the result of one or more transactions for a consideration other than cash (including, but not limited to, exchange, contribution, merger and demerger), or if the Transfer is the result of one or more transactions for free, the Transferring Shareholder must indicate in the Transfer Notice:

- (i) the price in cash at which the Right of First Refusal may be exercised, which shall be equivalent to the Fair Value of the asset(s) in kind offered as consideration for the Securities to be Transferred, and, where the Transfer is the result of a merger or a demerger, the share-exchange ratio (and any cash adjustment) applicable to each Transferable Security to be Transferred;
- (ii) in the case of a Transfer free of charge, the value of withdrawal of the Securities to be Transferred (to be calculated on the basis of the criteria set forth under article 2437-ter, paragraph 2, of the Italian Civil Code) without any minority stake discount or majority premium (the "**Withdrawal Value**").

12.4 In the absence of the information referred to in Paragraph 12.1 above and/or, where applicable, in Paragraph 12.3 above, the Transfer Notice shall remain ineffective and the Transferring Shareholder shall not be entitled to proceed with the Transfer of the Securities to be Transferred.

12.5 By the 60th Business Day following the date of receipt of the Transfer Notice, under penalty of forfeiture, the Receiving Shareholder shall have the right (but not the obligation) to exercise the Right of First Refusal by sending a specific written notice to the Transferring Shareholder and, for information purposes, to the management body, by means of certified e-mail, registered letter with return receipt (A.R.) or express courier, setting forth the irrevocable and unconditional intention to purchase all – and no less than all – of the Securities to be Transferred at the Offered Price offered by the Prospective Transferee (or at the price in cash determined pursuant to Paragraphs 12.3(i) and 12.3(ii) above, as applicable) at the same terms and payment methods, granting, as the case may be, the same warranties agreed in relation to the payment of such price, under the same price adjustment mechanism and any other same terms and conditions as those of the binding agreement duly signed by the Prospective Transferee and the Transferring Shareholder attached to the Transfer Notice (the "**Notice of Exercise of First Refusal**") and indicating the date (which, in any case, shall not be later than 60 Business Days after the expiry of the term for the exercise of the First Refusal, without prejudice to the provision of Paragraph 12.6 below) and the place where the purchase of the Securities to be Transferred will take place. For the sake of clarity, it should be noted that the Notice of Exercise of First Refusal shall not contain any conditions precedent or subsequent, with the sole exception of the conditions precedent of obtaining

antitrust and/or golden power clearance (where actually necessary by virtue of mandatory rules of law) and the fulfilment of obligations arising from mandatory rules of law and regulation.

12.6 The Receiving Shareholder who has exercised his/her/its Right of First Refusal and the Transferring Shareholder are obliged to complete the purchase and sale of the Securities to be Transferred subject to the Right of First Refusal within 60 Business Days from the receipt by the Transferring Shareholder of the Notice of Exercise of First Refusal. It is understood, however, that this term will be postponed to the 60th Business Day following the date of issue of the prior authorization for the Transfer by any competent authority, where necessary in application of mandatory rules of law or regulations and provided that the competent party requests such authorization in the form of law no later than 30 Business Days from receipt of the Notice of Exercise of First Refusal.

12.7 If the Receiving Shareholder has not exercised the Right of First Refusal in accordance with this Article, then the Right of First Refusal shall be deemed not to have been exercised. In such a case, the Transferring Shareholder shall give execution to its obligations *vis-à-vis* the Prospective Transferee Transferring all – and not less than all – the Securities to be Transferred within the time limits set out in the Transfer Notice, at a price no lower than and on terms and conditions no more favorable than the Offered Price and the terms and conditions set out in the binding contract duly signed by the Prospective Transferee and the Transferring Shareholder attached to the Transfer Notice.

12.8 If the Transfer is not completed in favor of the Prospective Transferee within the time limits set forth in the Transfer Notice, the Transferring Shareholder, if he/she/it intends to proceed with a Transfer, shall reinitiate the procedures set forth in this Article to allow the Receiving Shareholder to exercise the Right of First Refusal.

12.9 In the event of the situation referred to in Paragraph 12.3 above, the Receiving Shareholder which intends to exercise his/her/its Right of First Refusal may notify the Transferring Shareholder – by means of the Notice of Exercise of First Refusal – that it intends to recalculate the Fair Value of the asset(s) in kind offered as consideration for the Securities to be Transferred, or, in the event of a free transfer, the Withdrawal Value of the Securities to be Transferred. In such case, the value in cash attributable to the asset(s) in kind offered as consideration for the Securities to be Transferred, or, in the case of a Transfer for free, the Withdrawal Value of the Securities to be Transferred shall be determined by the Independent Expert. The Independent Expert shall communicate his/her conclusions to the Transferring Shareholder and to the Receiving Shareholder who has exercised his/her/its Right of First Refusal pursuant to Paragraph 12.5 above (and, for information purposes, to the management body). The determination of the Independent Expert shall be final and binding on the Transferring Shareholder and the Receiving Shareholder who has exercised his/her/its Right of First Refusal pursuant to Paragraph 12.5 above. In this case, the sale and purchase of the Securities to be Transferred and the payment of the price shall be carried out at the same time within the 20th Business Day following receipt of the Independent Expert's conclusions on the basis of the latter's determination. Within the same period, the Receiving Shareholder who has exercised his/her/its Right of First Refusal pursuant to Paragraph 12.5 above may waive the exercise of its Right of First Refusal by means of a notice to be sent to the Transferring Shareholder (and, for information purposes, to the management body) only to the extent the price determined by the Independent Expert exceeds the price set by the Transferring Shareholder. In the event of confirmation by the Independent Expert of the Fair Value of the asset(s) in kind offered as consideration for the Securities to be Transferred or Withdrawal Value (as the case may be), the costs of the Independent Expert shall be borne by the Receiving Shareholder who has sent the Notice of Exercise of First Refusal with the request referred to in this Paragraph 12.9. Otherwise, the cost of the Independent Expert shall be borne by the Transferring Shareholder for 50% and by the Receiving Shareholder who has sent the Notice of Exercise of First Refusal with the request referred to in this Paragraph 12.9 for the remaining 50%.

12.10 If requested by the Receiving Shareholder, the Transferring Shareholder shall nevertheless provide evidence to the Company and the Receiving Shareholder of the successful Transfer of the Securities to be Transferred to the Prospective Transferee by delivery of a certified copy of the instrument of transfer signed by the Prospective Transferee within 5 Business Days of such request.

13. SHAREHOLDERS' MEETING

13.1 Shareholders' meeting resolutions are recorded in minutes drawn up by the secretary designated by the shareholders' meeting and signed both by the Chairman and the secretary; in the cases of law and/or when the management body or the Chairman of the shareholders' meeting deems it appropriate, the minutes are drawn up by a notary public; in this case the secretary's assistance is not required.

13.2 The shareholders' meeting is chaired by the Chairman of the Board of Directors and, in the event of his/her absence, resignation or impediment, by the person designated by the absolute majority of the Shares having voting rights attending the meeting.

13.3 The shareholders' meeting may also be held with those attending located in several places, contiguous or distant, connected via audio/video conference, provided that the collegial method and the principles of good faith and equal treatment of shareholders are respected; in such case, it is necessary that:

- (i) the Chairman is able to verify the identity and the right to attend the meeting of all those attending, to regulate the conduct of the shareholders' meeting, and to ascertain and proclaim the results of the vote;
- (ii) the person drawing up the minutes is allowed to adequately perceive the events of the shareholders' meeting which will be drafted in the minutes;
- (iii) those attending the meeting are allowed to participate in the simultaneous discussion and voting on the items on the agenda.

13.4 The shareholders' meeting, if not held by audio/video conference pursuant to the applicable law, is deemed to be held in the place where the person taking the minutes is present.

14. CALL OF THE SHAREHOLDERS' MEETING

14.1 The shareholders' meeting is convened by the Board of Directors and/or the Chairman of the Board of Directors in the municipality where the Company has its registered office or elsewhere, provided that it is in Italy, in the other States of the European Union, in the United Kingdom or in Switzerland, by notice, sent to the shareholders, the directors and to standing auditors by registered letter with return receipt, certified e-mail or e-mail with at least 8 days in advance respect to the date on which the shareholders' meeting is scheduled, or published on a newspaper among "Il Sole 24 Ore" and "Il Giornale" at least 15 days in advance respect to the date on which the shareholders' meeting is scheduled, containing the list of matters to be discussed and the indication of the day, time and place for the first and second call, if any, of the shareholders' meeting.

15. APPROVAL OF THE FINANCIAL STATEMENTS

15.1 The shareholders' meeting for the approval of the financial statements shall be convened within 120 days from the closing date of the financial year or, if the conditions set out in the last paragraph of article 2364 of the Italian Civil Code are met, within 180 days from that date or the different term, if any, which may be set by laws.

16. FULL-ATTENDANCE SHAREHOLDERS' MEETING

16.1 Even in the absence of a notice of call, the shareholders' meeting is deemed to be validly constituted when all those with the right to vote are attending the meeting (also by proxy) and the majority of the directors, and the majority of the standing auditors are attending the meeting.

17. RIGHT TO ATTEND AND VOTE IN THE SHAREHOLDERS' MEETING

17.1 Those which are entitled *vis-à-vis* the Company in accordance with the law have the right to vote.

17.2 Those which have the right to vote have the right to attend the shareholders' meeting and may be represented by third parties, including non-shareholders, by written proxy, in compliance with current legal provisions. In the case of Shares in the name of trust companies, the proxy may be issued to several persons delegated to vote, possibly in a divergent manner, in execution of instructions from different trustees.

17.3 A defaulting shareholder may not exercise the right to vote.

18. QUORUM OF SHAREHOLDERS' MEETINGS

18.1 The shareholders' meeting, either in ordinary or extraordinary session, is duly constituted and resolves with the majorities required by law.

19. MANAGEMENT BODY

19.1 The Company is managed by a Board of Director composed by a minimum of 3 and a maximum of 15 members, which will be appointed with the majorities required by law.

19.2 Directors remain in office for the period set forth by the shareholders' meeting up to a maximum of 3 financial years and their term of office expires on the date of the shareholders' meeting called to approve the financial statements for the last financial year of their office, except for the causes of termination and forfeiture provided for by law and/or by these By-laws.

19.3 The directors are appointed by the shareholders' meeting from lists submitted in accordance with the following paragraphs, in which the candidates, not exceeding 15 in number and in possession of the legal regulations applicable from time to time, must be listed under a progressive number.

19.4 The lists must be filed at the Company's registered office at least two calendar days before the date on which the meeting is convened.

19.5 The lists may be submitted by those shareholders who, alone or together with other shareholders, hold shares representing at least 2.5% of the share capital bearing voting rights in the ordinary shareholders' meeting. The declarations whereby the individual candidates accept their candidacy and certify, under their own responsibility, the non-existence of causes of ineligibility and incompatibility must be filed together with the list.

19.6 Each shareholder may submit or take part in the submission of only one list and each candidate may appear in only one list under penalty of ineligibility.

19.7 The lists which are not prepared in accordance with the provisions of Paragraphs from 19.3 to 19.6 above shall be deemed as not submitted.

19.8 Each person entitled to vote is allowed to vote in favour of one list only.

19.9 Following the vote, the candidates belonging to the two lists obtaining the highest number of votes will be appointed, according to the criteria set forth herebelow:

- (i)* a number of directors equal to the total number of members to be appointed, except for 1 (one) or 2 (two) members as detailed below, shall be appointed from the list obtaining the majority of the votes cast ("majority list") in the progressive order in which they appear in said list;
- (ii)* the remaining director shall be appointed from the second list obtaining the highest number of votes at the shareholders' meeting that is not connected in any way, not even indirectly, with those who submitted or voted for the list obtaining the highest number of votes, only if that list is voted by a number of shares representing less than 5% of the share capital bearing voting rights in the ordinary shareholders' meeting;

- (iii) if, however, the list obtaining the highest number of votes at the shareholders' meeting after the majority list is voted by a number of shares representing at least 5% of the share capital bearing voting rights in the ordinary shareholders' meeting, the two remaining directors shall be appointed from the aforementioned list following the progressive order in which they are listed therein;
- (iv) if more than one minority list is voted by a number of shares representing at least 5% of the capital bearing voting rights in the ordinary shareholders' meeting, the remaining two directors shall be appointed, one for each list, from the first two minority lists that have obtained the highest number of votes after the majority list in the progressive order in which they are listed therein.

In the event of a tied vote between lists, the entire shareholders' meeting shall vote again and the candidates voted by the simple majority shall be appointed.

If only one list is submitted, the directors shall be appointed from the list submitted, provided that it has obtained the approval of the simple majority of votes, and if the directors thus elected do not correspond to the number of members of the board determined by the shareholders' meeting, or if no list is submitted, the shareholders' meeting shall resolve on the necessary appointments or additions with the majority provided for by law.

19.10 The voting list procedure applies only to the appointment of the entire board of directors.

19.11 The shareholders' meeting, even during the term of office, may vary the number of members of the board of directors, always within the limits set forth in Paragraph 19.1 above, providing – in case of an increase in the number – for the relevant appointments, without the application of the voting list procedure. The directors thus elected shall cease to hold office together with those already in office.

19.12 If, during the financial year, one or more directors appointed from the minority list(s) cease to hold office, the board of directors shall, first of all, take action pursuant to Article 2386 of the Italian Civil Code. More specifically, if one or more of the directors who have ceased to hold office were appointed from a list containing the names of candidates who were not elected, the replacement shall be made by appointing, according to the progressive order, persons taken from the list to which the director who has ceased to hold office belonged and who are still eligible and willing to accept the office, or if there are no such candidates in the list or they are not available, by appointing another candidate designated by the directors appointed from the list to which the director who has ceased to hold office belonged. If, during the course of the financial year, one or more directors elected from the majority list cease to hold office, the board of directors shall proceed in accordance with article 2386 of the Civil Code without the above limitations.

19.13 If, for any reason or cause whatsoever, the majority of the directors appointed by the shareholders' meeting cease to hold office, the entire board shall be deemed to have resigned and its termination shall be effective as of the appointment of the new board approved by the shareholders' meeting, which must be called without delay by the directors remaining in office.

20. CHAIRMAN OF THE BOARD OF DIRECTORS

20.1 The board of directors shall appoint among its members a Chairman, if not appointed by the shareholders at the time of appointment of the board itself and may also appoint a vice president to replace him/her in the event of his/her absence, resignation or incapacity.

21. BOARD OF DIRECTORS' NOTICE OF CALL

21.1 The board of directors is convened by the Chairman of the board of directors or by any other director, in the municipality where the Company has its registered office or elsewhere, provided that such place is in Italy, in any other State of the European Union, in the United Kingdom or in Switzerland.

21.2 The board of directors' meeting shall be convened by means of a notice to be sent to all directors and standing auditors at least 24 hours before the time scheduled for the meeting or, in case of urgency,

at least 5 hours before, by registered letter with return receipt, certified e-mail or electronic e-mail. The notice must contain the date, place and time of the meeting and the list of items to be discussed.

21.3 Even in the absence of a formal call, the meetings of the board of directors are validly constituted when the majority of the directors and standing auditors from time to time appointed are attending the meeting and all those entitled to attend have been informed in advance of the meeting, despite the fact that the specific formalities normally required for convening a meeting have not been complied with.

22. RESOLUTIONS OF THE MANAGEMENT BODY

22.1 For the validity of the resolutions of the board of directors, the majority of the directors in office shall attend the meeting and shall vote in favour.

22.2 The meetings of the board of directors are chaired by the Chairman or, in the absence, resignation or incapacity of the latter, by another director designated by the majority of the directors attending the meeting.

22.3 The resolutions of the board of directors shall be recorded in the minutes signed by the Chairman and by the Secretary or by the notary public.

22.4 Meetings of the board of directors may be held simultaneously in more than one place, connected via audio/video conference, under the same conditions set forth for shareholders' meetings.

23. DIRECTORS' REMUNERATION

23.1 The directors are not entitled to receive any remuneration, unless otherwise resolved by the shareholders' meeting which shall also be entitled to determine an overall amount for the remuneration of all directors, including those holding particular offices. The shareholders' meeting may also establish a severance indemnity at the end of the term of office and resolve to set aside the relevant pension fund, determining the relevant procedures. The shareholders' meeting may also grant them an indemnity on an annual basis which may also consist in a profit-sharing.

23.2 Directors shall be entitled to reimbursement of expenses incurred during their office, provided that appropriate evidence is given.

24. MANAGING POWERS AND DELEGATION OF POWERS

24.1 The management body, board of directors is vested with the broadest powers of ordinary and extraordinary management, within the limits of the powers attributed by law and by these By-laws, including the power to perform all the acts deemed appropriate for the implementation of the corporate purpose, except for those decisions reserved to the competence of the shareholders by these By-laws or by law.

24.2 The board of directors may delegate its powers to one or more of its members or to an executive committee composed of some of its members, within the limits allowed by law and by these By-laws. The bodies so delegated report to the board of directors and the board of auditors at least quarterly.

25. LEGAL REPRESENTATION

25.1 The Chairman of the board of directors and, severally, within the limits of the granted powers, each managing director, if appointed, shall sign and represent the Company vis-à-vis third parties and in legal proceedings.

25.2 Within the limits of the granted powers, those who have the signature and representation of the Company also have the power to appoint attorneys for litigation and *ad negotia*, the latter for certain acts or categories of acts.

26. BOARD OF STATUTORY AUDITORS AND EXTERNAL AUDITORS

26.1 The board of statutory auditors is composed of 3 standing members and 2 alternate members appointed by the shareholders' meeting, with the majorities required by law.

26.2 The standing members and the alternate members are appointed by the shareholders' meeting from lists submitted in accordance with the following paragraphs, in which the candidates, in possession of the legal regulations applicable from time to time, must be listed under a progressive number and must not exceed the number of members of the body to be elected. Each list shall consist of two sections: one for the appointment of the standing auditors and one for the appointment of the alternate auditors.

26.3 The lists must be filed at the Company's registered office at least two calendar days before the date on which the meeting is convened.

26.4 The lists may be submitted by those shareholders who, alone or together with other shareholders, hold shares representing at least 2.5% of the share capital bearing voting rights in the ordinary shareholders' meeting. The declarations whereby the individual candidates accept their candidacy and certify, under their own responsibility, the non-existence of causes of ineligibility and incompatibility must be filed together with the list, as well as the existence of requirements referred to such office which are provided for by law and/or by these By-laws.

26.5 Each shareholder may submit or take part in the submission of only one list and each candidate may appear in only one list under penalty of ineligibility.

26.6 The lists which are not prepared in accordance with the provisions of Paragraphs from 26.2 to 26.5 above shall be deemed as not submitted.

26.7 Each person entitled to vote is allowed to vote in favour of one list only.

26.8 Following the vote, the appointment of the auditors shall be made as follows:

- (i)** 2 (two) standing auditors and 1 (one) alternate auditor shall be appointed from the list obtaining the majority of the votes cast ("majority list") in the progressive order in which they appear in said list;
- (ii)** the remaining standing auditor and the remaining alternate auditor shall be appointed from the second list that has obtained the highest number of votes expressed (the "minority list") and that is not connected in any way, not even indirectly, with those who submitted or voted for the list obtaining the highest number of votes, following the progressive order in which they are listed therein. If more than one minority list has obtained the same number of votes, the oldest candidate of the list, standing auditor and alternate auditor, is elected;
- (iii)** if only one list is submitted, the entire board of statutory Auditors shall be appointed from the list submitted, provided that it has obtained the approval of the simple majority of votes.

26.9 If the requirements provided for by law and/or by these By-laws are no longer met, the auditor shall cease to hold office. In the event of the replacement of a statutory auditor, he/she shall be replaced by the alternate auditor belonging to the same list as the ceased auditor or, failing that, if a minority auditor cease to hold office, by the next candidate of the same list to which the ceased auditor belonged or, secondarily, by the first candidate of the minority list that obtained the second-highest number of votes.

26.10 When the shareholders' meeting has to appoint the standing and/or alternate auditors needed to complete the board of statutory auditors, the procedure is as follows: if auditors appointed from the majority list are to be replaced, the appointment is made by resolution taken with the relative majority without list constraints; if auditors appointed from the minority list are to be replaced, the shareholders' meeting shall replace them with a resolution taken with the relative majority, selecting the new members,

where possible, among the candidates of the list from which the auditor to be replaced was appointed, or from the minority list that received the second highest number of votes.

26.11 If for any reason these procedures do not allow for the replacement of the auditors designated by the minority, the shareholders' meeting shall proceed with the replacement by resolution taken with the relative majority, subject to the submission of nominations by shareholders who, alone or together with others, hold shares bearing voting rights representing at least the percentage referred to above in relation to the procedure for the submission of lists; however, in ascertaining the results of the latter vote, the votes of shareholders who hold, even indirectly, a relative majority of the votes that can be exercised at the shareholders' meeting, as well as of shareholders who control, are controlled or are subject to joint control by the same, shall not be counted.

26.12 The meetings of the board of statutory auditors may also be held via audio/video conference and this under the conditions set out above for shareholders' meetings.

26.13 The board of statutory auditors carries out the auditing activities of the external auditor unless they are assigned by shareholders' meeting, at its discretion or in the cases prescribed by law, to an external solo auditor or to an auditing firm registered in the appropriate register.

27. FINANCIAL YEARS AND NET PROFITS

27.1 The financial years shall end on December 31 of each year.

27.2 The net profits resulting from the financial statements approved by the shareholders' meeting, less at least 5% to be allocated as statutory legal reserve until it has reached one fifth of the share capital, shall be allocated in accordance with the resolutions of the shareholders' meeting, which shall also have the right to establish extraordinary reserves.

27.3 If the conditions and requirements provided for by law are met, the Company may distribute interim dividends.

28. WINDING-UP AND LIQUIDATION

28.1 The Company shall be wound-up for the causes provided for by law.

29. JURISDICTION

29.1 Any dispute concerning rights relating to the Company's relationship - including those relating to the validity of shareholders' meeting resolutions - brought by or against shareholders, by or against the Company, by or against directors, by or against statutory auditors, by or against liquidators, shall be decided by the Court of Milan (Italy) on an exclusive basis, unless otherwise required by law.

30. GOVERNING LAW

30.1 For anything not expressly provided for in these By-Laws, Italian law and any other regulation applicable from time to time shall apply.

31. DEFINIZIONI

31.1 In addition to the other terms with a capital letter defined elsewhere, the terms referred to in these By-laws with a capital letter shall have the following meanings:

Affiliate means, in relation to a Person, a Person that, directly or indirectly, (i) Controls such Person; (ii) is Controlled by such Person or (iii) is Controlled by the same Person which Controls, directly or indirectly, such Person.

Business Day	means any day that is not a Saturday or a Sunday or any other day on which retail banks are required or authorized by law to be closed in the City of Milan (Italy).
Control	has the meaning provided in article 2359, Paragraph 1, No. 1, and Paragraph 2, of the Italian Civil Code and the words Controlled and Controlling shall be used accordingly.
Fair Value	means the price in cash for the relevant Securities for the purchase and/or the subscription of such Securities, as determined by the Independent Expert using methodologies in line with those used in transaction of the same nature for companies active in the same sector of the Company (or in similar industries) keeping into consideration: (a) the net worth, the financial indebtedness, the forecasted revenues of the Company, (b) if existing, values of similar companies in Italy and/or Europe, as well as (c) any circumstance or condition which is usually taken into consideration for determining the value of a company, including the price concerning previous transactions of Securities or subscription price of the same.
Independent Expert	means an independent financial advisor of primary national and/or international standing appointed by the Receiving Shareholder and notified to the Transferring Shareholders (collectively, the " Interested Shareholders "). The Transferring Shareholder shall have the right to request – under penalty of forfeiture within 3 Business Days from the date of receipt of the Receiving Shareholder's notice of appointment of the Independent Expert – that the Independent Expert is appointed by mutual agreement of the Interested Shareholders. In this event, if the Interested Shareholders are unable to reach an agreement within 5 Business Days, the Independent Expert shall be chosen by the President of the Court of Milan at the request of the most diligent Interested Shareholder, it being understood in any case that: (i) the Independent Expert shall act as arbitrator pursuant to articles 1349, paragraph 1 (without mere arbitration), and 1473 of the Italian Civil Code; (ii) the Independent Expert shall have the widest powers to regulate his own work, without prejudice to the principle of cross-examination, and may request from the Interested Shareholders – and the latter, each to the extent of its power, shall be obliged to provide the Independent Expert with the information, data and documents necessary and/or even only appropriate for the performance of the assignment, insofar as they are in their respective; (iii) the Independent Expert shall allow each Interested Shareholder to show its determination; (iv) the Independent Expert shall motivate its decision; (v) the Independent Expert, subject to an appropriate undertaking of confidentiality, shall have access to the Company's books and records within the limits of, and for the purposes of, the exercise of its mandate; (vi) the determination of the Independent Expert shall be final and binding for the Interested Shareholders; (vii) the costs of the Independent Expert shall be borne by the Interested Shareholders in proportion to their respective shareholdings in the Company's capital, unless otherwise determined in accordance with these By-laws; (viii) the Independent Expert shall determine the Fair Value or the Withdrawal Value (as the case may be) within 20 days from the date of his appointment, unless otherwise determined in accordance with these By-laws.

Person	means any person, individual or legal entity, company, association, consortium, partnership, fund, entity without legal capacity or any other entity or person.
Securities	means the Shares, their pre-emption rights to subscribe new Shares and their rights of first refusal to subscribe new Shares which have not been already subscribed for, as well as any other security representing the share capital of the Company and/or any security and/or financial instrument conferring in any way on its holder the right to acquire or subscribe for Shares, if necessary any time in the future (as, for example without limitation, convertible bonds and warrants).
Share(s)	means any share, ordinary or of any class, of the share capital of the Company.
Transfer	means any form of transfer, <i>inter vivos</i> , for consideration or free of charge, (including, but not limited to, sales, swaps, donations, legacies, transfers, mergers, demergers, transfers of business and/or business lines, creation of usufruct rights, deeds of pledge, contributions to companies or assets, constitution of separate assets, contributions to trusts), transfer of ownership by transfer of the fiduciary mandate) through which the result of the transfer (or the commitment to transfer) of ownership or of any other right on Securities is obtained, and/or also in the form of preliminary contracts, pre-emption right and/or contracts with deferred execution. The terms " Transfer ", " Transferor ", " Transferee " and " Transferable " have a consistent meaning with the meaning of Transfer.

CERTIFICAZIONE DI PARTECIPAZIONE AL SISTEMA
DI GESTIONE ACCENTRATA MONTE TITOLI
(art. 46 del provvedimento Banca d'Italia/Consob 13/08/2018)

Intermediario che rilascia la certificazione

ABI CAB
denominazione **Societe Generale Securities Service S.p.A**

Intermediario partecipante se diverso dal precedente

ABI
denominazione _____

Data della richiesta

Ggmmssaa

Data rilascio della certificazione

ggmmssaa

N° progressivo annuo

Su richiesta di:

Titolare degli strumenti finanziari:

cognome o denominazione CASTOR BIDCO SPA
Nome _____
codice fiscale / partita iva 11676310961
comune di nascita _____ provincia di nascita _____
data di nascita _____ nazionalità _____
ggmmssaa
indirizzo VIA ALESSANDRO MANZONI,38
città 20121 MILANO (MI) ITALIA

Strumenti finanziari oggetto di certificazione:

ISIN
denominazione

Quantità degli strumenti finanziari oggetto di certificazione:

Vincoli o annotazioni sugli strumenti finanziari oggetto di certificazione

data di: costituzione modifica estinzione
ggmmssaa

Natura vincolo VINCOLO DI PEGNO

Beneficiario vincolo (denominazione, codice fiscale, comune e data di nascita, indirizzo e città di residenza o della sede)

Vedi INDICAZIONE ELENCO ISTITUTI ALLEGATO.*

I TITOLI RIMARRANNO VINCOLATI SUL CONTO TITOLI DELL'INVESTITORE SINO AL 23/12/2021

COMPRESO

Data di riferimento

ggmmssaa

Termine di efficacia/revoca

ggmmssaa

Note

Firma Intermediario

SOCIETE GENERALE
Securities Service S.p.A.

Matteo Draghetti

Digitally signed by Matteo
DRAGHETTI
Date: 2021.12.09 10:25:22 +01'00'

SGSS S.p.A.

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Via Benigno Crespi, 19/A
20159 Milano
Italy

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Fax. +39 02 9178.9999
www.securities-
services.societegenerale.com

Capitale Sociale € 111.309.007,08
interamente versato
Banca iscritta all'Albo delle Banche
cod. 5622
Assoggettata all'attività di direzione e
coordinamento di Société Générale S.A.

Iscrizione al Registro delle Imprese di
Milano, Codice Fiscale e P. IVA
03126570013 Aderente al Fondo
Interbancario di Tutela dei Depositi

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CERTIFICAZIONE DI PARTECIPAZIONE AL SISTEMA
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(art. 46 del provvedimento Banca d'Italia/Consob 13/08/2018)

Intermediario che rilascia la certificazione

ABI CAB
denominazione **Societe Generale Securities Service S.p.A**

Intermediario partecipante se diverso dal precedente

ABI
denominazione _____

Data della richiesta

Ggmmssaa

Data rilascio della certificazione

ggmmssaa

N° progressivo annuo

Su richiesta di:

Titolare degli strumenti finanziari:

cognome o denominazione **CASTOR BIDCO SPA**
Nome _____
codice fiscale / partita iva **11676310961**
comune di nascita _____ provincia di nascita _____
data di nascita _____ nazionalità _____
ggmmssaa
indirizzo **VIA ALESSANDRO MANZONI,38**
città **20121 MILANO (MI)** **ITALIA**

Strumenti finanziari oggetto di certificazione:

ISIN
denominazione

Quantità degli strumenti finanziari oggetto di certificazione:

Vincoli o annotazioni sugli strumenti finanziari oggetto di certificazione

data di: costituzione modifica estinzione
ggmmssaa

Natura vincolo _____

Beneficiario vincolo (denominazione, codice fiscale, comune e data di nascita, indirizzo e città di residenza o della sede)

I TITOLI RIMARRANNO VINCOLATI SUL CONTO TITOLI DELL'INVESTITORE SINO AL 23/12/2021
COMPRESO

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ggmmssaa

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Firma Intermediario

SOCIETE GENERALE
Securities Service S.p.A.

Matteo Draghetti

Digitally signed by Matteo
DRAGHETTI

Date: 2021.12.09 10:25:42 +01'00'

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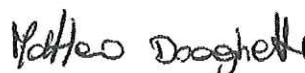
Iscrizione al Registro delle Imprese di
Milano, Codice Fiscale e P. IVA
03126570013 Aderente al Fondo
Interbancario di Tutela dei Depositi

*Beneficiario vincolo :

Per il deposito a pegno, i dati dei beneficiari delle varie linee di credito garantite dal pegno titoli sono:

1. Lucid Trustee Services Limited, registered with the companies register of the United Kingdom under no. 10992576 and its registered office at 6th Floor, No 1 Building 1-5 London Wall Buildings, London Wall, London, United Kingdom, EC2M 5PG.
2. Lucid Agency Services Limited, registered with the companies register of the United Kingdom under no. 10987833 and its registered office at 6th Floor, No 1 Building 1-5 London Wall Buildings, London Wall, London, United Kingdom, EC2M 5PG. .
3. J.P. Morgan AG, registered with the Commercial Register B (Handelsregister B) of the local court (Amtsgericht) of the Frankfurt am Main under registration number HRB 16861 and its registered office at Taunustor 1, 60310 Frankfurt am Main, Germany;
4. Deutsche Bank S.p.A. registered with the Companies Register of Milan-Monza-Brianza-Lodi under registration number 01340740156 and its registered office at Piazza del Calendario 3, Milan, Italy;
5. Goldman Sachs Bank Europe SE, registered with the German Commercial Register (Handelsregister) under no. HRB number: 114190 and its registered office at Marienurm, Taunusanlage 9-10 60329 Frankfurt am Main, Germany; and
6. UniCredit S.p.A., registered with the Companies Register of Milan-Monza-Brianza-Lodi under registration number 00348170101 and its registered office at Piazza Gae Aulenti 3 – Tower A, Milan, Italy.
7. JPMorgan Chase Bank, N.A., Milan Branch, registered with the Companies Register of Milan-Monza-Brianza-Lodi under no. 03739300154, with Numero repertorio economico amministrativo (REA) Milan, 966236 and its registered office at Via Cordusio 3, Milan, Italy.
8. Deutsche Bank Aktiengesellschaft registered with the District Court in Frankfurt am Main under registration number HRB 30 000 and its registered office at Taunusanlage 12, Frankfurt am Main, Federal Republic of Germany;

SOCIETE GENERALE
Securities Services S.p.A



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