

**THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF NOTEHOLDERS. IF THERE ARE ANY DOUBTS ABOUT THE ACTIONS TO BE TAKEN, NOTEHOLDERS SHOULD IMMEDIATELY SEEK THEIR OWN FINANCIAL AND LEGAL ADVICE, INCLUDING IN RESPECT OF ANY TAX CONSEQUENCES FROM THEIR INDEPENDENT PROFESSIONAL ADVISORS (IF THE NOTEHOLDER IS IN THE UK, AN AUTHORISED ADVISOR UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000)**

**Genertel S.p.A.**

(formerly Società Cattolica di Assicurazione – Società Cooperativa, which became Società Cattolica di Assicurazione S.p.A. in April 2021 and changed its name to Genertel S.p.A. in July 2023)

(incorporated as a società per azioni in the Republic of Italy)

registered office at via Machiavelli 4, 34132 Trieste, Italy

Share capital €145,141,520 fully paid in

registered with the companies' register of Venezia Giulia under number 00320160237 and with the register of the Italian insurance and reinsurance companies held by IVASS pursuant to article 14 of legislative decree No. 209 of 7 September 2005 under section 1 under n. 1.00012

subject to the supervision and coordination of Assicurazioni Generali S.p.A. and member of *Gruppo Generali*,

(“**Genertel**” or the “**Issuer**”)

**NOTICE OF MEETING**

to holders of its outstanding

**€500,000,000 Fixed/Floating Rate Subordinated Notes due December 2047 callable December 2027 (ISIN XS1733289406)**

(the “**Notes**”)

NOTICE IS HEREBY GIVEN that the meeting of the holders of the Notes (the “**Noteholders**”) convened by Genertel (as issuer of the Notes) will be held at the office of Notary Angelo Busani, Via Santa Maria Fulcorina 2, Milan, Italy for the purpose of considering and, if thought fit, passing the resolution set out below, which will be proposed as an Extraordinary Resolution at the meeting in accordance with the provisions of the terms and conditions of the Notes (the “**Conditions**”) and the agency agreement dated 14 December 2017, as amended, restated, modified and/or supplemented from time to time (the “**Agency Agreement**”) made between Genertel and BNP Paribas Securities Services, Luxembourg Branch (now BNP Paribas, Luxembourg Branch), as fiscal agent (the “**Fiscal Agent**”), paying agent and agent bank.

The meeting will be held: (i) on first call on 9 December 2024 at 10 am (CET) (the “**Initial Meeting**”); and (ii) on second call on 10 December 2024, at 10 am (CET) if a quorum is not present within 15 minutes after the commencement of the Initial Meeting (the “**Second Meeting**” and together with the Initial Meeting, each a “**Meeting**”), in order to discuss and resolve on the agenda below:

**AGENDA**

1. Approval, pursuant to Article 2415, paragraph 1, no. 2 of the Italian Civil Code, and by means of an extraordinary resolution, of the substitution of Assicurazioni Generali S.p.A. (“**Assicurazioni Generali**”, ultimate parent company of Genertel) in place of Genertel as principal debtor and issuer in respect of the Notes and certain other modifications of the terms and conditions of the Notes (the “**Conditions**”) and consequential and/or related amendments to the transaction documents of the Notes.

It is submitted to the Meeting the following proposal of Extraordinary Resolution concerning item 1 of the agenda above:

**EXTRAORDINARY RESOLUTION**

“THAT this Meeting of the holders (together, the “**Noteholders**”) of the outstanding €500,000,000 Fixed/Floating Rate Subordinated Notes due December 2047 callable December 2027 (ISIN XS1733289406, the “**Notes**”) of Genertel S.p.A. (formerly, Società Cattolica di Assicurazione – Società Cooperativa, which became Società Cattolica di Assicurazione S.p.A. in April 2021 and changed its name to Genertel S.p.A. in July 2023 the “**Issuer**”) issued with the benefit of the agency agreement dated 14 December 2017, as amended, restated, modified and/or supplemented from time to time (the “**Agency Agreement**”) made between the Issuer and BNP Paribas Securities Services, Luxembourg Branch (now BNP Paribas, Luxembourg Branch) as fiscal agent (the “**Fiscal Agent**”), paying agent and agent bank:

**Resolves**

1. to appoint a duly authorised representative of Genertel to act as the Chairman of the Meeting;
2. to authorise representatives of the Fiscal Agent, the Tabulation Agent, the Solicitation Agent, the Substitute Debtor and legal counsels to each of Genertel, the Solicitation Agent and the Substitute Debtor to attend and speak at the Meeting;

3. to consent to and agree that with effect from 14 December 2024 (the “**Effective Date**”, being the next forthcoming Interest Payment Date of the Notes):
  - (A) Assicurazioni Generali S.p.A. (“**Assicurazioni Generali**”, ultimate parent company of Genertel) shall assume all the rights, obligations and liabilities as principal debtor and issuer in respect of the Notes (the “**Substitute Debtor**”) in place of Genertel (the “**Substitution**”);
  - (B) a deed poll shall be executed by Assicurazioni Generali as Substitute Debtor in order to effect the Substitution (the “**Deed Poll**”), substantially in the form submitted to this Meeting and set out in Appendix 1 to this Notice; and
  - (C) the terms and conditions of the Notes (the “**Conditions**”) shall be amended and integrated to give effect to the Substitution as well as to make certain other modifications that are incidental to the Substitution or are of a technical nature, substantially in the form submitted to this Meeting and set out in Appendix 2 to this Notice (the “**Amended and Restated Conditions**”);
4. to acknowledge and agree that as a result of the Substitution, the Notes shall no longer be rated by Standard & Poor’s, but by Fitch, being one of the rating agencies that currently assign rating to debt instruments issued by the Substitute Debtor;
5. to consent to and agree that a supplemental agency agreement (the “**Supplemental Agency Agreement**”) relating to the Notes shall be executed by Genertel (as original issuer, the “**Original Issuer**”), Assicurazioni Generali (as Substitute Debtor) and the Fiscal Agent (and authorize, direct, request and empower the Fiscal Agent so to execute), in order to (*inter alia*) update references in the Agency Agreement and the relevant global note(s) from the Conditions to the Amended and Restated Conditions, and to introduce certain other modifications to the Agency Agreement that are of a technical nature, the draft of such Supplemental Agency Agreement being substantially in the form submitted to this Meeting and set out in Appendix 3 to this Notice, and to execute and do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient in its sole opinion to carry out and to give effect to this Extraordinary Resolution and to implement the modifications referred to in this Extraordinary Resolution;
6. to acknowledge and agree that with effect from the Effective Date of the Substitution, Part 4 (*Conditions of the Notes*) of the Permanent Global Note will be replaced by the Amended and Restated Conditions, and information relating to the Original Issuer attached to the Permanent Global Note shall be integrated by information relating to the Substitute Debtor at Appendix 4 (*Further Information relating to the Substitute Debtor*) to this Notice;
7. to discharge and exonerate the Fiscal Agent from all liability for which it may have become or may become responsible under the Agency Agreement or the Conditions or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or its implementation, the modifications referred to in paragraphs 3 to 6 of this Extraordinary Resolution or the implementation of those modifications or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Amended and Restated Conditions, the Supplemental Agency Agreement or this Extraordinary Resolution;
8. to irrevocably waive any claim that the Noteholders may have against the Fiscal Agent arising as a result of any loss or damage which the Noteholders may suffer or incur as a result of the Fiscal Agent acting upon this Extraordinary Resolution (including but not limited to circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the holders) and the Noteholders further confirm that they will not seek to hold the Fiscal Agent liable for any such loss or damage;
9. to sanction and assent to every abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders appertaining to the Notes against the Original Issuer, whether or not such rights arise under the Conditions, involved in, resulting from or to be effected by the amendments referred to in paragraphs 3 to 6 of this Extraordinary Resolution and their implementation;
10. to discharge and exonerate the Original Issuer from all liability for which it may have become or may become responsible under the Conditions, the Agency Agreement or any document related thereto in respect of any act or omission in connection with the passing of this Extraordinary Resolution or the executing of any deeds, agreements, documents or instructions, the performance of any acts, matters or things to be done to carry out and give effect to the matters contemplated in the Amended and Restated Conditions, the Supplemental Agency Agreement or this Extraordinary Resolution;
11. to approve the preparation, and entry into, of any documentation which the competent authorities may require to be prepared or submitted in connection with the amendment to the Conditions and related amendments described in paragraphs 3 to 6 of this Extraordinary Resolution;
12. to acknowledge that capitalised terms used in this Extraordinary Resolution and not otherwise defined herein have the same meanings as given to them in the Conditions and the Agency Agreement;
13. to vest the Board of Directors of Genertel – and, on its behalf, each of the Chairman of the Board of Directors, its *Amministratore Delegato* and *Direttore Generale*, severally and with power to sub-delegate – with any powers

necessary to implement this Extraordinary Resolution and to carry out all acts or deeds required, appropriate, instrumental and/or connected for the successful implementation of this Extraordinary Resolution.

In compliance with applicable provisions of Italian law, the minutes of this Meeting will be recorded in the register of meetings of bondholders (*libro delle adunanze e delle deliberazioni delle assemblee degli obbligazionisti*) of Genertel.

The amendments and modifications made and the transactions effected by this Extraordinary Resolution shall not constitute in any manner whatsoever a novation of the Notes or of the obligations thereunder.”

\* \* \* \* \*

#### DEFINED TERMS

Unless the context otherwise requires, capitalised terms used but not defined in this Notice shall have the meaning given in the Agency Agreement, the Conditions or the Extraordinary Resolution, as applicable.

#### BACKGROUND AND RATIONALE FOR CONVENING THE MEETING

Genertel (in its capacity as original issuer of the Notes, the “**Original Issuer**”) has convened the Meeting for the purpose of enabling the holders of the Notes to consider and resolve, if they think fit, to pass the Extraordinary Resolution, in order to allow for the substitution of Assicurazioni Generali, in place of the Original Issuer as principal debtor and issuer in respect of the Notes (the “**Substitution**”), on the terms and subject to the conditions set out in the above Extraordinary Resolution.

Noteholders are advised that Assicurazioni Generali indirectly holds 100% of Genertel, and that Genertel is subject to the supervision and coordination of Assicurazioni Generali and is a member of the *Gruppo Generali*. The Substitution is proposed to the Noteholders to enable the external indebtedness of Genertel to be concentrated at ultimate parent company level, with the objective of rendering more efficient the management of such external indebtedness.

Noteholders are advised that the Notes are currently rated “A-” by Standard & Poor’s. If the Extraordinary Resolution is passed and the Substitution is approved, upon implementation of the Extraordinary Resolution, the Notes will no longer be rated by Standard & Poor’s, but by Fitch. It is expected that the Notes will be assigned a rating of “BBB+” from Fitch.

The Notes are currently admitted to the official list and trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin. It is expected that after the Substitution, the Notes will continue to be admitted to the official list and trading on the regulated market of Euronext Dublin, subject to publication on Euronext Dublin of an announcement of the Substitution and delivery of such announcement to the Noteholders.

The Substitution, if approved and implemented, will result in a reduction in own funds of Genertel. Noteholders are advised that Genertel has submitted an application to IVASS (*Istituto per la vigilanza sulle assicurazioni*), and by provvedimento no. 238969/24 dated 30 October 2024, IVASS has granted its consent to the reduction in own funds of Genertel.

#### CONSENT SOLICITATION

The Issuer has invited holders of the Notes to consent to the Substitution and certain other modifications of the Conditions and consequential and/or related amendments to the transaction documents of the Notes, on the terms of and subject to the conditions set out in the consent solicitation memorandum dated 7 November 2024 prepared by the Issuer (the “**Consent Solicitation**” and the “**Consent Solicitation Memorandum**”, respectively).

Noteholders may obtain, from the date of this Notice, a copy of the Consent Solicitation Memorandum from the Tabulation Agent, the contact details of which are set out below.

Pursuant to the Consent Solicitation, each Noteholder entitled to participate in the Consent Solicitation from whom a valid Consent Instruction (as defined in the Consent Solicitation Memorandum) voting in favour of the Extraordinary Resolution is received by the Tabulation Agent at or before the Consent Fee Deadline specified in the Consent Solicitation Memorandum will, subject to the conditions set out in the Consent Solicitation Memorandum, be eligible to receive payment of an amount equal to 0.05 per cent. of the principal amount of the Notes that are the subject of such Consent Instruction (the “**Consent Fee**”), all as more fully described in the Consent Solicitation Memorandum.

**The Consent Solicitation is intended exclusively for Noteholders to which the Consent Solicitation can be lawfully addressed and who can lawfully participate in the Consent Solicitation.**

**The Consent Solicitation is not addressed to any Sanctions Restricted Owner (as defined in the Consent Solicitation Memorandum) nor to any Noteholder whose participation in the Consent Solicitation would violate the laws or regulations of its jurisdiction of residence or domicile or whose participation in Consent Solicitation is excluded under the Consent Solicitation Memorandum.**

## GENERAL

Copies of the Agency Agreement and the form of each of the Deed Poll, the Amended & Restated Conditions, the Supplemental Agency Agreement and the Further Information relating to the Substitute Debtor referred to in the Extraordinary Resolution set out above are available for inspection by the Noteholders upon request to the Tabulation Agent, and will be available (together with the directors' report (*relazione illustrativa*) on the Substitution) on the website of the Issuer at <https://www.genertel.it/governance-e-investor-relations>. The form of the Deed Poll, the Amended and Restated Conditions, the Supplemental Agency Agreement and the Further Information relating to the Substitute Debtor can also be found at Appendices 1, 2, 3 and 4 of this Notice. Any revised version of the Deed Poll, the Amended and Restated Conditions, the Supplemental Agency Agreement or the Further Information relating to the Substitute Debtor, marked to indicate amendments to the draft previously made available, will be made available as described above and will supersede the previous draft of the relevant document and Noteholders will be deemed to have notice of any such amendments.

**The attention of Noteholders is particularly drawn to the procedures set out below for voting, quorum and other requirements for participating and voting at the Initial Meeting or at the Second Meeting held following adjournment of the Initial Meeting. Having regard to such requirements, Noteholders are strongly urged to take steps to be represented at the Meeting, including by way of submitting Consent Instructions, as soon as possible.**

*Noteholders who have submitted and not revoked (in the limited circumstances in which revocation is permitted) a valid Consent Instruction in respect of the Extraordinary Resolution by 5.00 pm (CET) on 5 December 2024 (the "Expiration Deadline") – by which they will have given instructions for the appointment of one or more representatives of the Tabulation Agent by the Fiscal Agent as their proxy to vote (in favour of or against or abstain from voting, as specified in the Consent Instruction) the Extraordinary Resolution at the Meeting (or any adjourned such Meeting) – need take no further action to be represented at the Meeting (or any such adjourned Meeting).*

*Noteholders who have not submitted, or have submitted and subsequently revoked (in the limited circumstances in which such revocation is permitted) a Consent Instruction in respect of the Extraordinary Resolution should take note of the provisions set out below detailing how such Noteholders can take steps to be represented at the Meeting (or any such adjourned Meeting).*

## RECORD DATE

Pursuant to Article 83-*sexies* of the Legislative Decree no. 58 of 24 February 1998 (the "**Consolidated Financial Act**"), only those Noteholders who holds the Notes on the seventh trading day on which Euronext Dublin is open for business prior to the date of the Initial Meeting (i.e. 28 November 2024, the "**Record Date**"), as certified by Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking, S.A. ("**Clearstream, Luxembourg**" and, together with Euroclear, the "**Clearing Systems**") on the basis of their accounting records, are entitled to participate in the Meeting. Noteholders who dispose their Notes after the Record Date shall not have the right to vote at the Meeting.

Each Noteholder wishing to participate in the Meeting must request the relevant Clearing System to issue evidence of the Noteholder's entitlement by sending such evidence to Kroll Issuer Services Limited (the "**Tabulation Agent**"), by no later than 5.00 pm (CET), on the third trading day on which Euronext Dublin is open for business prior to the date of the Initial Meeting (i.e. by 4 December 2024), based on the accounting records of that Clearing Systems at Record Date. Noteholders submitting Consent Instructions to the Clearing Systems are not required to request such evidence to be sent to the Tabulation Agent.

The above is without prejudice to the right of each Noteholder to participate and vote in the Meeting even if evidence of the Noteholder's entitlement is received by the Tabulation Agent, on behalf of the Issuer, after the deadline indicated above, provided that such evidence is received by the Issuer before the commencement of the Meeting.

If the beneficial owner of the Notes is not a Direct Participant, such Noteholder must arrange for the Direct Participant through which it holds the relevant Notes to complete on its behalf the procedure required to vote at the Meeting.

## VOTING AND QUORUM

1. The provisions governing the convening and holding of the Meeting are set out in Schedule 3 (*Provisions for Meetings of the Noteholders*) to the Agency Agreement, as supplemented by provisions in the Italian civil code and other applicable provisions of Italian law.
2. All of the Notes are represented by a global note held by a common depository or common safekeeper for Euroclear and Clearstream, Luxembourg.
3. Noteholders who wish to participate in the Consent Solicitation may deliver a Consent Instruction to the Tabulation Agent in accordance with the procedures set out in the Consent Solicitation Memorandum.
4. Noteholders who do not wish to participate in the Consent Solicitation may: (a) attend the Meeting and vote in

person; or (b) appoint a proxy to attend the Meeting and vote on their behalf, by obtaining a Voting Certificate or requiring the Paying Agent to issue a Voting Instruction not later than 48 hours before the date of the Meeting. As the Notes are represented by a Permanent Global Note held by a common safekeeper for Clearstream, Luxembourg and Euroclear, electronic instructions should be given by the Noteholders to the Tabulation Agent (directly or indirectly through its custodian) through the relevant Clearing System, in accordance with the procedures of such Clearing System. For the avoidance of doubt, such Noteholders will not be entitled to receive any Consent Fee.

Voting in person. A Noteholder wishing to attend and vote at the Meeting in person may do so by causing the Paying Agent to issue a voting certificate in respect of the Note(s) in relation to which it wishes to vote, by sending an electronic instruction conveying such request to Euroclear or Clearstream, Luxembourg, as the case may be, in accordance with the respective procedures of Euroclear or Clearstream, Luxembourg. Noteholders shall give such instructions (either directly or indirectly through its custodian) in sufficient time to Euroclear or Clearstream, Luxembourg to ensure that the Fiscal Agent receives such instruction no later than 17.00 (CET) on 5 December 2024 (the “**Voting Instruction Deadline**”).

Voting certificates shall be available for collection by Noteholders at the Meeting against exhibit of a valid document for proof of identity and/or power of attorney, as applicable.

Voting by proxy. If a Noteholder does not wish to attend the Meeting, it may instruct the relevant Clearing System (either directly or indirectly through its custodian) to request the Paying Agent to issue a voting instruction to a proxy of its choice, instructing such proxy to vote in the manner specified by the Noteholder. Noteholders may cause the Paying Agent to issue a voting instruction by sending an electronic instruction conveying such request to Euroclear or Clearstream, Luxembourg, as the case may be, in accordance with the respective procedures of Euroclear or Clearstream, Luxembourg. To be effective, such instructions must reach the Fiscal Agent no later than the Voting Instruction Deadline. In this case, the Paying Agent shall appoint the Tabulation Agent (or its representatives) as proxy to attend and vote at such Meeting in accordance with such Noteholder’s instructions.

5. Only Noteholders who holds the Notes as of the Record Date, as certified by the Clearing Systems on the basis of their accounting records, may submit a Consent Instruction in accordance with the procedures set out in the Consent Solicitation Memorandum, or require the Paying Agent to issue a Voting Instruction, or obtain a Voting Certificate.
6. The receipt of a Voting Instruction (including a Consent Instruction), or the request for a Voting Certificate (as the case may be) by the relevant Clearing System will result in the blocking of the Notes in the relevant Clearing System so that no transfer may be effected in relation to such Notes from the date on which the Voting (or Consent) Instruction is submitted until the earlier of (i) the conclusion of the Meeting; and (ii) (A) in respect of Voting Instructions, the notification in writing of any revocation of a Direct Participant’s previous instructions to the Paying Agent and the same then being notified in writing by the Paying Agent to the Issuer not less than 24 hours before the time for which the Meeting is convened, and such Notes ceasing in accordance with the procedures of the relevant Clearing System and with the agreement of the Paying Agent to be held to its order or under its control; or (B) in respect of Consent Instructions, notice of revocation of such Consent Instruction(s) is given to the Tabulation Agent before the Revocation Deadline or (if earlier) the date on which the Consent Solicitation is terminated by the Issuer; ; or (C) in respect of Voting Certificates, the surrender to the Paying Agent of such Voting Certificate(s).

A Voting Instruction, a Consent Instruction and a Voting Certificate cannot be outstanding simultaneously in respect of the same Note.

## **OTHER MATTERS**

### Right to ask questions before the Meeting

Pursuant to Article 127-ter of the Consolidated Financial Act, Noteholders may ask questions about the items on the agenda also before the Meeting. The questions, together with appropriate documentation allowing identification of the Noteholder as at the Record Date, must be submitted to the Issuer at [legale.compliance@pec.genertel.it](mailto:legale.compliance@pec.genertel.it). Questions must be received no later than the fifth trading day on which Euronext Dublin is open prior to the date of the Meeting, i.e. no later than 2 December 2024. Questions received by such date and which are relevant to the items on the agenda will be answered at the latest during the Meeting, with the right for the Issuer to provide a single answer to questions having the same content.

### Supplements to the agenda and presentation of new resolution proposals

Pursuant to Article 126-bis of the Consolidated Financial Act, Noteholders who, individually or jointly, represent at least one-fortieth (2.5%) of the principal amount of the outstanding Notes may request, within ten (10) calendar days from the publication of the Notice (i.e. 17 November 2024), the addition of further items on the agenda to be discussed at the Meeting, stating in their request the additional items proposed, or submit proposals for resolutions on items already on the agenda.

Any Noteholder wishing to exercise such rights must request the relevant Clearing System to issue evidence of the

Noteholder's entitlement confirming ownership of the above-mentioned portion of the Notes and provide it to the Issuer.

Requests for the addition of items on the agenda or submissions of proposal for new resolutions must be delivered to the Issuer at [legale.compliance@pec.genertel.it](mailto:legale.compliance@pec.genertel.it). By the same date and with the same formalities, Noteholders submitting such proposals must submit a suitable report setting out the reasons for the proposed resolutions on the new items they propose to discuss, or the reasons for the further resolutions proposed in relation to items already on the agenda.

The Issuer will notify any additions to the agenda, or the submission of further proposals for resolutions on items already on the agenda, in the same manner as that prescribed for the publication of the Notice, at least fifteen (15) calendar days before the date set for the Meeting (i.e. by 24 November 2024). Simultaneously, the Issuer will make available to the public, in the same manner, the report prepared by the requesting Noteholders and/or any further proposals for resolutions submitted, accompanied by assessments made by the Board of Directors (if any).

#### Quorum

The quorum required for the Meeting to be validly held is one or more persons present holding Notes, Voting Certificates or being proxies and holding or representing in the aggregate:

- in the case of the Initial Meeting, not less than one-half of the aggregate principal amount of the outstanding Notes; and
- in the case of the Second Meeting, more than one-third of the aggregate principal amount of the outstanding Notes.

To be passed, the Extraordinary Resolution requires a majority in favour consisting of the higher of: (i) at least one-half of the aggregate principal amount of the outstanding Notes; and (ii) not less than two-thirds of the aggregate principal amount of the outstanding Notes represented at the Meeting.

Every Voter shall have one vote in respect of each €1,000 in aggregate nominal amount of the outstanding Note(s) represented or held by him. Unless the terms of any Voting Instruction or Consent Instruction state otherwise, a Voter shall not be obliged to exercise all the votes to which he is entitled or to cast all the votes which he exercises in the same way.

If passed, the Extraordinary Resolution will be binding on all Noteholders, whether or not present at the Meeting and whether or not voting. The payment of the Consent Fee (if any) under the Consent Solicitation will be conditional on the passing of the Extraordinary Resolution at the Meeting (including at an adjourned Meeting) with the requisite quorum and voting majority, and implementation of the Extraordinary Resolution.

#### Minutes of the Meeting

In compliance with Italian law, the minutes of the Meeting will be drawn up by a notary, recorded in the Issuer's register of meetings of bondholders (*libro delle adunanze e delle deliberazioni delle assemblee degli obbligazionisti*) and registered with the competent companies registry.

### CONTACT INFORMATION

Further information relating to the Proposals, the Extraordinary Resolution and the Consent Solicitation can be obtained from the Solicitation Agent.

#### *Solicitation Agent*

#### **HSBC Continental Europe**

38, avenue Kléber  
75116 Paris  
France

Attention: Liability Management, DCM

Telephone: +44 20 7992 6237

Email: LM\_EMEA@hsbc.com

The details of the Fiscal Agent, the Paying Agent and the Tabulation Agent are set out below.

#### *Fiscal Agent and Paying Agent*

**BNP Paribas, Luxembourg Branch**  
60 avenue J.F. Kennedy  
L-1855, Luxembourg

#### *Tabulation Agent*

**Kroll Issuer Services Limited**  
The Shard  
32 London Bridge Street

Attention: Corporate Trust Operations

London SE1 9SG, United Kingdom

Tel: +44 20 7704 0880

Email: [genertel@is.kroll.com](mailto:genertel@is.kroll.com)

Attention: Arlind Bytyqi

Consent Website: <https://deals.is.kroll.com/genertel>

**This Notice is given by Genertel S.p.A.**

7 November 2024

**Appendices**

- **Appendix 1: draft Deed Poll**
- **Appendix 2: draft Amended and Restated Conditions**
- **Appendix 3: draft Supplemental Agency Agreement**
- **Appendix 4: Further Information relating to the Substitute Debtor**