Prospectus dated 23 October 2015

IVS Group S.A.

EUR [●] 4.5 per cent. senior unsecured notes due 2022

Subject to the Minimum Offer Condition (as defined herein), IVS Group S.A. (the "**Issuer**") is expected to issue on or about 18 November 2015 (the "**Issue Date**") between €180,000,000 (the "**Minimum Offer Amount**") and €240,000,000 (the "**Maximum Offer Amount**") 4.5 per cent. senior unsecured notes due 2022 with a denomination of €1,000 (the "**Notes**") (the "**Offering**"). The Maximum Offer Amount may be reduced by the Issuer prior to the Launch Date (as defined herein). The Notes will be issued at a price of 100.00 per cent. of their principal amount (the "**Issue Price**"). The Notes will bear interest from and including 18 November 2015 to, but excluding, 15 November 2022, payable annually in arrear on 15 November each year, commencing on 15 November 2016.

The Notes, and any non-contractual obligations arising out of or in connection therewith, will be governed by the laws of England and Wales. The Issuer's obligations under the Notes will constitute direct, unconditional and unsecured obligations of the Issuer, ranking *pari passu* without any preference among themselves and *pari passu* with all other unsubordinated and unsecured obligations of the Issuer, unless such obligations are accorded priority under mandatory statutory law. The Notes will be effectively subordinated to the Issuer's and its subsidiaries' (the "**Group**") existing and future secured obligations, including the Existing Notes, that are secured by property and assets that do not secure the Notes to the extent of the value of the property or assets securing such debt. Additionally, the Notes will be structurally subordinated to any existing and future obligations of the Issuer's subsidiaries not guaranteeing the Notes.

On or about 1 April 2016, and according to the terms of the indenture governing the Existing Notes (as defined herein), the Issuer, either itself, through IVS F. S.p.A. ("**IVS F**") or through one of its other subsidiaries, expects to use the net proceeds from the Offering to redeem, or cause to be redeemed, at least in part, the outstanding Existing Notes issued by IVS F (the "**Existing Notes Redemption**"). See "*Use of Proceeds*". The terms and conditions of the Notes (the "**Terms and Conditions**") provide that if the Issuer shall have failed to: (i) on or prior to 30 April 2016 (the "**Longstop Date**"), redeem, or cause to be redeemed, at least €200.0 million aggregate principal amount of the Existing Notes (including the pro rata share of the Existing Notes held by the Group at the Existing Notes Redemption Date (as defined below)) or (ii) within 30 business days of the date of the Existing Notes Redemption (the "**Existing Notes Redemption Date**"), procure that each of IVS Italia S.p.A. ("**IVS Italia**") and S. Italia S.p.A. ("**S. Italia**" and together with IVS Italia the "**Future Guarantors**"), or their successors, shall, subject to certain legal limitations, unconditionally and irrevocably guarantee the due and punctual payment of the principal and any premium in respect of, and interest on, the Notes and of any other amounts payable by the Issuer under the Trust Deed (as defined herein) (the "**Future Guarantees**"), then all, but not some only, of the Notes shall be subject to a special mandatory redemption at their principal amount, plus accrued and unpaid interest and additional amounts, if any, from the Issue Date to the date of such special mandatory redemption. See "*Terms and Conditions of the Notes—Redemption and Repurchase—Special Mandatory Redemption*", "*Risk Factors—Risks Related to the Offering, the Notes and the Future Guarantees—If completion of the Existing Notes Redemption is delayed beyond the Longstop Date or the Future Guarantees are not granted within 30 business days of the Existing Notes Redemption Date, the Issuer will be required to redeem the Notes at par, which means that you may not obtain the return you expect on the Notes*" and "*Risk Factors—Risks Related to the Offering, the Notes and the Future Guarantees—The Notes will not be guaranteed by the Future Guarantors at issuance, and once the Future Guarantees have been granted they will be significantly limited by applicable laws and are subject to certain limitations and defences*".

At any time on or after 15 November 2018, the Issuer may redeem the Notes in whole or in part from time to time at the redemption prices specified herein. At any time prior to 15 November 2018, the Issuer may also redeem the Notes in whole or in part from time to time if the Issuer pays a "make-whole" premium. In the event of the occurrence of certain developments in applicable tax law, the Issuer may redeem all, but not some only, of the Notes. See "*Terms and Conditions of the Notes*" for further information.

This prospectus (the "**Prospectus**") constitutes a prospectus within the meaning of Article 5.3 of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended, inter alia, by Directive 2010/73/EU) (the "**Prospectus Directive**"). This Prospectus will be published in electronic form together with all documents incorporated by reference herein on the website of the Issuer (www.ivsgroup.it/en/) (the "**Issuer's Website**") and the website of the Luxembourg Stock Exchange (www.bourse.lu) (the "**Luxembourg Stock Exchange Website**") and will be available free of charge at the registered office of the Issuer.

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* of the Grand Duchy of Luxembourg ("**Luxembourg**") (the "**CSSF**") in its capacity as competent authority under the Luxembourg Act dated 10 July 2005 relating to prospectuses for securities (*Loi du 10 juillet 2005 relative aux prospectus pour valeurs mobilières*), as amended, (the "**Luxembourg Prospectus Law**"), which implements the Prospectus Directive into Luxembourg law. Pursuant to Article 7(7) of the Luxembourg Prospectus Law, by approving this Prospectus, the CSSF assumes no responsibility for, and gives no undertaking as to, the economic and financial soundness of the transaction and the quality or solvency of the Issuer.

The Issuer has requested the CSSF to provide the competent authority in Italy, *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") with a certificate of approval pursuant to Article 18 of the Prospectus Directive attesting that this Prospectus has been drawn up in accordance with the Luxembourg Prospectus Law (the "**Notification**").

Application has been made to Borsa Italiana S.p.A. ("**Borsa Italiana**") for the Notes to be admitted to listing and trading on the Borsa Italiana's regulated *Mercato delle Obligazioni Telematico* market (the "**MOT**"). The MOT is a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments, as amended. Borsa Italiana has admitted the Notes to listing on the MOT with order n. 8121 dated 22 October 2015. The start date of official trading of the Notes on the MOT (the "**Trading Start Date**") will be set by Borsa Italiana in accordance with Rule 2.4.3 of the Borsa Italiana rules and published on the Issuer's Website and the Luxembourg Stock Exchange Website and released through the SDIR-NIS system of Borsa Italiana. The Trading Start Date shall correspond to the Issue Date.

The aggregate principal amount of the Notes, the number of Notes sold and the proceeds of the Offering will be set out in a notice, which will be filed with the CSSF and published on the Issuer's Website, the Luxembourg Stock Exchange Website and released through the SDIR-NIS system of Borsa Italiana no later than the third business day after the end of the Offering Period (the "**Offering Results Notice**").

The Notes will initially be represented by a temporary global note (the "**Temporary Global Note**"), without interest coupons, which will be deposited on or about the Issue Date with a common safekeeper for Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**"). Interests in the Temporary Global Note will be exchangeable for interests in a permanent global note (the "**Permanent Global Note**" and, together with the Temporary Global Note, the "**Global Notes**"), without interest coupons, on or after the date that is 40 days after the Issue Date (the "**Exchange Date**"), upon certification as to non-U.S. beneficial ownership. Interests in the Permanent Global Note will be exchangeable for definitive Notes only in certain limited circumstances. See "*Summary of Provisions relating to the Notes while represented by the Global Notes*".

Subject to and as set forth in "*Terms and Conditions of the Notes—Taxation*", the Issuer will not be liable to pay any additional amounts to holders of the Notes (the "**Noteholders**" and each, a "**Noteholder**") in relation to any withholding or deduction required pursuant to Italian Legislative Decree No. 239 of 1 April 1996 (as the same may be amended or supplemented from time to time) where the Notes are held by a person or entity resident or established in a country that does not allow for satisfactory exchange of information with the Italian tax authorities and otherwise in the circumstance described in "*Terms and Conditions of the Notes—Taxation*".

The Notes have been assigned the following securities codes:

ISIN: XS1308021846; Common Code: 130802184.

The Notes have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "Securities Act"). The Notes are in bearer form and are subject to United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the U.S. Internal Revenue Code of 1986, as amended. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States of America (the "United States" or the "U.S.") or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("Regulation S")).

Investing in the Notes involves certain risks. See "*Risk Factors*" beginning on page 30.

Placement Agent

EQUITA SIM

RESPONSIBILITY STATEMENT

Each of the Issuer and each of the Future Guarantors accepts responsibility for the information contained in this Prospectus, each with respect to the information pertaining to each of them, and hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect the import of such information.

The Issuer accepts responsibility for the translations into English of the financial statements as of and for the years ended 31 December 2013 and 31 December 2014 and as of and for the six months ended 30 June 2015 incorporated by reference herein. Each of the Future Guarantors accepts responsibility for the translations into English of the financial statements as of and for the years ended 31 December 2013 and 31 December 2014 incorporated by reference herein and the financial statements as of and for the six months ended 30 June 2015 included herein.

Each of the Issuer and the Future Guarantors further confirms that: (i) this Prospectus contains all relevant information with respect to the Group, the Notes and the Future Guarantees which is material in the context of the issue and offering of the Notes, including all relevant information which, according to the particular nature of the Issuer, the Notes and the Future Guarantees, is necessary to enable Investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer, the Future Guarantors and the Group and of the rights attached to the Notes and the Future Guarantees; (ii) the information contained in this Prospectus relating to the Issuer, the Future Guarantors, the Group, the Notes and the Future Guarantees is accurate and complete in all material respects and is not misleading; (iii) any opinions and intentions expressed herein are honestly held and based on reasonable assumptions; (iv) there are no other facts in relation to the Issuer, the Group, the Notes or the Future Guarantees the omission of which would, in the context of the issue and offering of the Notes, make this Prospectus as a whole or any of such information or the expression of any such opinions or intentions misleading in any material respect; and (v) reasonable enquiries have been made by the Issuer and the Future Guarantors to ascertain all such facts and to verify the accuracy of all such information.

CONSENT

The Issuer has not granted their consent for the use of this Prospectus for any final placement or subsequent resale or of the Notes by any Intermediaries.

NOTICE

No person is authorised to give any information or to make any representations other than those contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been authorised by or on behalf of the Issuer, The Law Debenture Trust Corporation p.l.c. (the "**Trustee**") or the Placement Agent. Neither the delivery of this Prospectus nor any offering, sale or delivery of any Notes made hereunder shall, under any circumstances, create any implication that: (i) the information in this Prospectus is correct as of any time subsequent to the date hereof or, as the case may be, subsequent to the date on which this Prospectus has been most recently supplemented, (ii) there has been no adverse change in the financial situation of the Issuer, the Group or the Future Guarantors which is material in the context of the issue and sale of the Notes and the Future Guarantees since the date of this Prospectus or, as the case may be, the date on which this Prospectus has been most recently supplemented, or the balance sheet date of the most recent financial statements which are deemed to be incorporated into this Prospectus by reference, or (iii) any other information supplied in connection with the issue of the Notes is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

This Prospectus contains certain forward-looking statements, including statements using the words "believes", "anticipates" "intends", "expects" or other similar terms. This applies in particular to statements under the captions "*Risk Factors*" and "*Description of the Issuer—Business Description of the Issuer and the Group (Including the Future Guarantors)*" and statements elsewhere in this Prospectus relating to, among other things, the future financial performance, plans and expectations regarding developments in the business of the Issuer, the Future Guarantors and the Group. These forward-looking statements are subject to a number of risks, uncertainties, assumptions and other factors that may cause the actual results, including the financial position and profitability of

the Issuer or the Group, to be materially different from or worse than those expressed or implied by these forward-looking statements. The Issuer and the Future Guarantors do not assume any obligation to update such forward-looking statements and to adapt them to future events or developments.

Certain numerical figures set out in this Prospectus, including financial data presented in millions or thousands and percentages, have been subject to rounding adjustments and, as a result, the totals of the data in this Prospectus may vary slightly from the actual arithmetic totals of such information.

Furthermore, this Prospectus contains industry related data taken or derived from industry and market research reports published by third parties ("**External Data**"). Commercial publications generally state that the information they contain originated from sources assumed to be reliable, but that the accuracy and completeness of such information is not guaranteed and that the calculations contained therein are based on a series of assumptions. The External Data has not been independently verified by the Issuer or the Future Guarantors.

The External Data has been reproduced accurately by the Issuer and the Future Guarantors in this Prospectus, and as far as the Issuer and the Future Guarantors are aware and are able to ascertain from information published by that third party, no facts have been omitted that would render the reproduced External Data inaccurate or misleading. The Issuer and the Future Guarantors do not have access to the underlying facts and assumptions of numerical and market data and other information contained in publicly available sources. Consequently, such numerical and market data or other information cannot be verified by the Issuer and the Future Guarantors.

None of the Placement Agent, the Trustee, any of their respective affiliates, or any other person mentioned in this Prospectus, except for the Issuer and the Future Guarantors, is responsible for the information contained in this Prospectus or any other document incorporated herein by reference, and, accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons represents, warrants or undertakes, express or implied, or accepts any responsibility for, the accuracy and completeness of the information contained in any of these documents or any other information provided by the Issuer or the Future Guarantors in connection with the Notes or their distribution.

Each Investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer, the Group and the Future Guarantors. This Prospectus does not constitute an offer of Notes or an invitation by or on behalf of the Issuer, the Trustee or the Placement Agent to purchase any Notes. Neither this Prospectus nor any other information supplied in connection with the Notes should be considered as a recommendation by the Issuer, the Future Guarantors, the Trustee, the Placement Agent or any of their respective affiliates to a recipient hereof and thereof that such recipient should purchase any Notes.

The offer, sale and delivery of the Notes and the distribution of this Prospectus in certain jurisdictions are restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Placement Agent to inform themselves about and to observe any such restrictions. None of the Issuer, the Placement Agent or the Trustee represents that this Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Placement Agent or the Trustee which is intended to permit a public offering of any Notes or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Placement Agent has represented that all offers and sales by them will be made on the same terms.

For a further description of certain restrictions on offerings and sales of the Notes and distribution of this Prospectus (or of any part thereof) see "*Sale and Offer of the Notes—Selling Restrictions*".

The legally binding language of this Prospectus, according to Article 19 of the Prospectus Directive, is English. For the purposes of the offer of the Notes to the public in Italy a courtesy translation in Italian of the sections entitled "*Summary*" and "*Terms and Conditions of the Notes*" will be made available separately with this Prospectus.

This Prospectus may only be used for the purpose for which it has been published.

This Prospectus does not constitute, and may not be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

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DEFINITIONS

In this Prospectus, unless otherwise specified, all references to "**€**", "**EUR**" or "**Euro**" are to the currency introduced at the start of the third stage of the European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the Euro, as amended, and references to "**USD**" or "**U.S. dollar**" are to the legal currency of the United States of America.

Definitions

As used in this Prospectus:

- "**acquisition rate**" refers to the ratio between vends made in the current quarter by customers who became Group customers in the previous quarter to total vends of the current quarter, net of customers acquired in the previous and current quarters, as presented on an annualised basis in this Exchange Offer Memorandum—such figures exclude all vends which were acquired through mergers and acquisitions activity;

- "**churn rate**" refers to the ratio between vends made in the previous quarter by customers which were lost by the Group during the quarter and total vends made in the previous quarter, as presented on an annualised basis in this Exchange Offer Memorandum;

- "**Clearing Systems**" refers to Clearstream, Luxembourg and Euroclear;

- "**Clearstream, Luxembourg**" refers to Clearstream Banking, *société anonyme*;

- "**Coin Service Business**" refers to the activities of our Group in Italy that conduct our coin management business, specifically the following subsidiaries: CSH S.r.l.; Venpay S.p.A. (previously Coin Partecipazioni S.p.A.); Coin Service S.p.A. and Coin Service Nord S.p.A.;

- "**consumers**" refers to the individuals who purchase a product from our vending machines;

- "**customers**" refers to the clients of our Vending Business with whom we contract to place vending machines on their premises;

- "**DAV**" refers to Distribuidores Automáticos Vending, S.L., a *sociedad limitada* organised under the laws of the Kingdom of Spain and one of the IVS Group's vending machine operator subsidiaries operating in Spain;

- "**EU**" refers to the European Union;

- "**European Economic Area**" or "**EEA**" refers to the economic area encompassing all of the members of the European Union and the European Free Trade Association;

- "**Euroclear**" refers to Euroclear Bank S.A./N.V.;

- "**Existing Notes**" refers to IVS F's € 250,000,000 Senior Secured Notes due 2020 issued on 4 April 2013 and 28 March 2014;

- "**Existing Notes Collateral**" refers to first-ranking pledges over (i) all of the shares of IVS F, IVS Italia, S. Italia and Fast Service owned by the Issuer and (ii) IVS F's rights under a loan of the net proceeds from the offering of the Existing Notes to IVS Italia (the "**Existing Notes Proceeds Loan**");

- "**Existing Notes Indenture**" refers to the indenture governing the Existing Notes enter into among, *inter alios,* IVS F (as issuer), the Issuer (as parent guarantor), IVS Italia (as subsidiary guarantor), S. Italia (as subsidiary guarantor) and Fast Service (as subsidiary guarantor), the trustee of the holders of the Existing Notes and the security agent in respect of the Existing Note;

- "**Fast Service**" refers to Fast Service Italia S.p.A., a direct, 99.9 per cent.-owned subsidiary of the Issuer and a guarantor of the Existing Notes;

- "**Future Guarantee**" refers to the guarantee of the due and punctual payment of the Notes to be granted by the Future Guarantors

- "**Future Guarantors**" refers to IVS Italia and S. Italia, collectively;

- "**GDP**" refers to gross domestic product;

- "**Generali PanEurope**" refers to Generali PanEurope Limited (a company organised under the laws of Ireland and affiliated with Assicurazioni Generali S.p.A.);

- "**Group**", "**us**", "**we**" and "**our**" refer to the Issuer and its consolidated subsidiaries, unless the context requires otherwise or is clear from context;

- "**Issue Date**" refers to the date the Notes are issued, initially set as 18 November 2015. In the case of an early closure or extension of the Offering Period (as defined in "*Sale and Offer of the Notes*"), the Issue Date will be the third business day following the closure of the Offering Period;

- "**Issuer**" refers to IVS Group S.A.;

- "**Italy**" refers to the Republic of Italy;

- "**Intermediary**" or "**Intermediaries**" refer to investment companies, banks, wealth management firms, registered financial intermediaries, securities houses and any other intermediary authorised to make Purchase Offers directly on the MOT or - if such institution is not qualified to perform transactions on the MOT - through an intermediary or agent authorised to do so;

- "**Investors**" refers to the general public in Luxembourg and Italy and to qualified investors (as defined in the Prospectus Directive) in Luxembourg, Italy and other jurisdictions subject to the selling restrictions as described in "*Sale and Offer of the Notes—Public Offer and Selling Restrictions*", being the persons to whom the Offering is addressed;

- "**IVS F**" refers to IVS F S.p.A. a direct, wholly-owned subsidiary of the Issuer and the issuer of the Existing Notes;

- "**IVS Group Holding**" refers to the Issuer's predecessor IVS Group Holding S.p.A. before the Merger;

- "**IVS Italia**" refers to IVS Italia S.p.A., a direct, wholly-owned subsidiary of the Issuer and a Future Guarantor of the Notes offered hereby;

- "**IVS Partecipazioni**" refers to IVS Partecipazioni S.p.A., the controlling shareholder of the Group;

- "**Longstop Date**" refers to 30 April 2016;

- "**Luxembourg**" refers to the Grand Duchy of Luxembourg;

- "**Maximum Offer Amount**" refers to €240,000,000, being the maximum aggregate principal amount of Notes that will be offered by the Issuer, as such amount may be reduced by the Issuer prior to the Lanuch Date;

- "**Member State**" refers to a member state of the European Union;

- "**Merger**" refers to the business combination by and between privately-held IVS Group Holding and publicly-listed special purchase acquisition company Italy 1 Investment S.A. conducted pursuant to

Luxembourg law of 19 May 2006 on takeover bids (*Loi du 19 mai 2006 concernant les offres publiques d'acquisitions*), effective as of 16 May 2012 with Italy 1 Investment S.A. as the surviving entity. Subsequent to the Merger, Italy1 Investment S.A. changed its name to "IVS Group S.A". See "*Information about the Group—The Merger*";

- "**Minimum Offer Amount**" refers to €180,000,000, being the minimum aggregate principal amount of Notes that will be offered by the Issuer;
- "**Minimum Offer Condition**" refers to the condition that, if, at the expiration of the Offering Period, Purchase Offers have not been placed sufficient for the sale of at least the Minimum Offer Amount, the Offering will be withdrawn;
- "**MIV**" refers to the *Mercato Telematico degli Investment Vehicles* segment of the Borsa Italiana;
- "**Monte Titoli**" refers to Monte Titoli S.p.A.;
- "**MTA**" refers to the *Mercato Telematico Azionario* segment of the Borsa Italiana;
- "**Offering Period**" refers to the period during which the Offering will be open, starting on 3 November 2015 at 09:00 (the "**Launch Date**") remaining open until 13 November 2015 and 17:30 (the "**Offering Period End Date**"), subject to postponement, anticipation or amendment by the Issuer and the Placement Agent;
- "**Paying Agents**" refers to the Principal Paying Agent, together with any other paying agent appointed from time to time under the Agency Agreement;
- "**Placement Agent**" and "**Specialist**" refer to Equita S.I.M. S.p.A.;
- "**Principal Paying Agent**" refers to The Bank of New York Mellon, London Branch;
- "**Purchase Offer**" refers to an offer to purchase the Notes;
- "**redevance costs**" or "**usage fees**" refer to fees the Group pays to customers (usually larger corporate customers or public entities) to place vending machines at their premises;
- "**S. Italia**" refers to S. Italia S.p.A., a direct, wholly- owned subsidiary of the Issuer and a Future Guarantor of the Notes offered hereby;
- "**Terms and Conditions**" refers to the terms and conditions governing the Notes, as set out in "*Terms and Conditions of the Notes*";
- "**Trust Deed**" refers to the trust deed dated as of the Issue Date between the Issuer and the Trustee;
- "**Trustee**" refers to The Law Debenture Trust Corporation p.l.c., in its capacity as trustee of the Noteholders;
- "**vend**" refers to a sale made from a vending machine;
- "**Vending Business**" refers to the activities of our Group in Italy, France, Spain and Switzerland that conduct our automatic and semi-automatic vending machine operations, including our Office Coffee Services business;
- "**VAT**" refers to value added tax;
- "**VSI**" refers to Vending System Italia S.p.A., a direct, wholly-owned subsidiary of the Issuer; and

- "**VSI Financing Agreement**" refers to a finance agreement governed by Italian law, originally dated as of 18 October 2006, as modified and restated as of 29 June 2009 by and between VSI, as borrower, the Issuer, as guarantor, Banca Nazionale del Lavoro S.p.A. ("**BNL**"), as facility agent, Centrobanca— Banca di Credito Finanziario e Mobiliare S.p.A. and Interbanca S.p.A. as lenders.

SUMMARY

Summaries are made up of disclosure requirements known as "Elements". These elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for this type of security and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the summary because of the type of security and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of "not applicable".

Section A – Introduction and warnings

Element	Description of Element	Disclosure requirement
A.1	**Warnings**	This summary should be read as an introduction to this prospectus (the "**Prospectus**"). Any decision to invest in the 4.5 per cent. senior unsecured notes due 2022 (the "**Notes**") offered hereby by IVS Group S.A. (the "**Issuer**" and the offering of the Notes, the "**Offering**") should be based on consideration of this Prospectus as a whole by the Investor. Where a claim relating to the information contained in this Prospectus is brought before a court, the plaintiff Investor (as defined in *E.3*) might, under the national legislation of its member state of the European Union ("**Member State**") to the Agreement on the European Economic Area, have to bear the costs of translating this Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled this summary including any translation thereof, but only if this summary is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus or it does not provide, when read together with the other parts of this Prospectus, key information in order to aid Investors (as defined in *E.3*) when considering whether to invest in the Notes.
A.2	**Consent to the use of this Prospectus**	Not applicable. The Issuer has not granted their consent for the use of this Prospectus for any final placement or subsequent resale of the Notes by any Intermediaries.

Section B – The Issuer and Any Guarantors

Element	Description of Element	Disclosure requirement
B.1	**Legal and commercial name**	IVS Group S.A. is the legal name of the Issuer and IVS Group is the commercial name of the Issuer.

B.2	**Domicile, legal form, legislation, country of incorporation**	IVS Group S.A. is a public limited liability company (*société anonyme*) governed by the laws of the Grand Duchy of Luxembourg ("**Luxembourg**"), with its registered office at 2A, rue Jean Baptiste Esch, L-1473 Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 155 294. IVS Group S.A. has its operational headquarters at Via dell'Artigianato, 25, Seriate (BG) 24068, Italy.
B.4b	**Known trends affecting the Issuer and the industries in which it operates**	***Impact of macroeconomic factors on vends*** Approximately three quarters of the vending machines belonging to the Issuer and its consolidated subsidiaries (including the Future Guarantors) (the "**Group**") are located in offices and the vast majority of their vends occur during the working week. Accordingly, there is a correlation between the total number of items sold through vending machines and GDP, due primarily to (i) reductions of workforces and/or hours worked during recessionary periods (including the effects of reduced overtime, layoffs and increased reliance on part time versus full time workers and temporary versus permanent workers) and (ii) decreased purchasing power among consumers. For the year ended 31 December 2014, the Group generated 85.7 per cent. of its Vending Business (as defined in *B.15*) total revenues in Italy and we are therefore particularly susceptible to changes in the Italian economy. In addition, because approximately 79 per cent. of the Group's automatic vending machines in Italy as of 31 December 2014 were installed at corporate locations, a higher unemployment rate or uncertain conditions for employees reduces vends and/or drives office workers to select, for example, lower-priced options during breaks. According to the Italian National Statistical Institute, Italy's GDP at constant prices contracted by 2.8 per cent. in 2012, contracted by 1.7 per cent. in 2013 and further contracted by 0.4 per cent. in 2014. The Italian unemployment rate increased from 9.4 per cent. in January 2012 to 12.6 per cent. in January 2015. Economic conditions in the Group's other primary markets of France and Spain were also challenging from 2012 to 2015. According to the French National Statistical Institute, France's GDP grew by 0.3 per cent. in 2012, by another 0.3 per cent. in 2013 and 0.4 per cent. in 2014. The French unemployment rate increased from 9.1 per cent. in January 2012 to 10.0 per cent. in December 2014. According to the Spanish National Statistics Institute, Spain's GDP contracted by 1.2 per cent. in 2012, further contracted by 1.6 per cent. in 2013 and grew by 1.4 per cent. in 2014. The Spanish unemployment rate decreased from 24.2 per cent. in January 2012 to 23.7 per cent. in December 2014. Against this challenging economic backdrop, the Group's total vends grew from 634.5 million in 2012 to 656.2 million in 2014, as the size of its business grew over that period through organic growth and bolt-on acquisitions. From 2012 to 2013, vends declined on a like-for-like basis due to challenging economic conditions, however, due to acquisitions, total vends increased from 645.4 million in 2013 to 656.2 million in 2014. ***Management of product mix and average selling price (ASP)*** Group revenues from sales and services increased from €286.0 million in 2012 to €298.2 million in 2013 and to €310.0 million in 2014. In addition to the effect of acquisitions, increases in revenues from sales and services were primarily the result of the Group's policy of steadily increasing its ASP, which increased from €0.433 in 2012 to €0.443 in 2013 and to €0.452 in 2014. The Group increased ASP by tailoring its individual pricing policies by customer type and the location

		of the vending machine. For example, in the Group's experience, coffee sold in a public location typically sells for between €0.50 to €0.80, while coffee sold in an office could typically sell for between €0.30 to €0.35. However, because coffee consumption is often higher in office locations, the profitability of coffee sales from a public vending machine will often be similar to that of an office vending machine, despite the lower price per vend. The Group also seeks to increase profitability by managing its product mix to offer products that their data indicates will be most desirable in a given location and/or will provide the best margins. For example, the Group may introduce specialty or premium coffees for its Office Coffee Services machines (which are part of the Group's Vending Business). Thanks to the database of vends from its vending machines, the Group strives to constantly optimise the product offering in its vending machines and adapt according to, *inter alia*, regional preferences, customer demographics, new food and beverage products and seasonal products. The Group's contracts with its customers will typically specify prices for only a few items, such as water, coffee and cola. With respect to other items that are priced at the Group's discretion, the Group has been able to tailor its prices and product offerings in each location in an effort to achieve growth in revenues and profitability. During the second half of 2013, the Group initiated discussions with customers to re-price many of the products stocked in the vending machines on their premises in response to legislative developments, particularly in Italy where the value added tax ("**VAT**") rate applicable to food and beverage items was increased (effective as of 1 January 2014) from 4 per cent. to 10 per cent. Re-pricing negotiations with customers included, in some instances, an agreement for the Group to install a new or refurbished vending machine to certain corporate customers which was responsible for an increase in capital expenditure during 2013. Through these repurchasing negotiations the Group was able to increase its average gross sales price (including VAT) from €0.46 in 2013 to €0.49 in 2014 and was able to fully recover the VAT increase from final consumers. ***Working days and seasonality of the vending business*** Because the majority of the Group's vending machines are located in offices, the majority of its vends occur during working days. For the years ended 31 December 2012, 2013 and 2014, the Group executed an average of approximately 2.7 million, 2.7 million and 2.8 million vends per workday, respectively, equal to average sales per working day of €1.15 million, €1.20 million and €1.13 million, respectively. As such, the loss of any one working day due to extra public holidays, severe weather or an additional weekend day in the calendar year will have a direct impact on the relevant year's revenues and profitability. At the Group level there were 237.6, 238.3 and 237.7 business days in the years 2012, 2013 and 2014, respectively. In addition, the Group's vends of certain products have historically been affected by seasonal variation. The Group's vending machines include cold drinks, ice cream and water, which have all historically tended to enjoy increased vends during the late spring or summer months. In 2014, the unseasonably cool summer caused a double digit reduction of cold beverage sales volumes. Coffee vends exhibit less variation, but can also be affected by seasonal factors, especially for vending machines inside offices and government buildings, where vends are lower during holiday times. For example, the Group's vends per month are lowest in August, the traditional time for summer holidays in our primary markets, and are typically lower than normal in December and January due to the

		holiday period. In 2013, sustained periods of inclement weather in certain populous areas in Italy reduced vends from public locations as fewer people lingered at such areas and colder weather reduced vends of bottled water. In addition, according to Eurostat, Italy experienced a decline of 4.6 per cent. in the number of nights spent at tourist accommodations in 2013 and a further decline of 1.8 per cent. in 2014, indicating lower levels of leisure and business travel, reducing vends at railway stations, airports and mass transit stations. ***Customer retention and redevance costs*** The Group's Vending Business is characterised by stable relationships with its customers, some of which have been doing business with the Group or its predecessors for more than ten years. In addition, the Group's customer base is highly fragmented, consisting of approximately 76,000 customer sites (serving millions of final consumers). The Group manages its customer relationships differently depending on the size of the customer. With small- and medium-sized customers, contractual relationships have a shorter duration, but automatic renewal of the relationship is frequent. Larger customers (like industrial groups, train stations, public institutions, banks, hospitals and the Italian postal service) will typically organise periodic tenders for the assignment of multi-year contracts, sometimes lasting over ten years. Larger customers will also generally charge a redevance cost to place our vending machines on their premises. Redevance costs are negotiated according to formulas related to past and/or expected traffic in the relevant location and number of vends, and redevance payments can be either variable (i.e. based on total sales from the applicable vending machines) or fixed (i.e. based on the number of vending machines installed pursuant to the relevant contract). The Group's long experience in the vending machine operator industry provides it with extensive datasets that it can use to calculate acceptable redevance costs that will allow it to submit competitive bids without compromising profitability. For the years ended 31 December 2012, 2013 and 2014, the Group recorded €27.3 million, €32.3 million and €35.6 million in total redevance costs, respectively, with the increase in 2013 being related to a notable increase in the Group's installed vending machine base at travel segment locations which generally have higher redevance costs (and higher ASPs) as well as a larger vending machine base in general. The increase in redevance costs in 2014 was primarily due to costs associated with renegotiating existing contracts of acquired business in Italy to manage the VAT increase that took effect on 1 January 2014. To track the stability of its customer base and the rate at which it establishes new customer relationships, the Group calculates on a quarterly basis a "churn rate" (defined as the ratio between vends made in the previous quarter by customers lost and total vends made in the previous quarter) and its "acquisition rate" (defined as ratio between the vends made in the current quarter by existing customers in the previous quarter to total vends of the current quarter, net of customers acquired in the previous and current quarters, excluding customers gained in connection with acquired businesses). The Group believes its acquisition rate is a useful indicator for measuring market share in terms of vends and the fact that its acquisition rate is consistently higher than its churn rate indicates that it is gaining market share. The table below sets forth the Group's churn rate and acquisition rate for the years ended 31 December 2013 and 2014. The Group's churn rate remains relatively constant throughout the year, whereas the acquisition rate fluctuates from quarter to quarter depending on the Group's success in booking new customers.

	Churn Rate	Acquisition Rate
Year ended 31 December 2013	1.76%	2.14%
Year ended 31 December 2014	1.58%	1.60%

Cost management

For the year ended 31 December 2014, the Group estimates that approximately 40.7 per cent. of its operating expenses were fixed costs, including fixed personnel costs, costs related to rents and administration and our fixed redevance costs. The remaining costs were variable and related primarily to costs for raw materials, supplies and consumables (29.5 per cent. of operating expenses for the year ended 31 December 2014) and variable personnel costs (21.8 per cent. of operating expenses for the year ended 31 December 2014), with the remaining variable costs relating to fuel, tolls and parking for delivery vehicles, variable redevance costs and parts for vending machine maintenance.

The Group has sought to manage its costs in two primary ways. First, its seeks to minimise costs for raw materials, supplies and consumables by centralising procurement. As the largest percentage of the Group's variable costs, efficiency in procurement is crucial to cost management. Second, by increasing vending machine density, the Group is able to reduce the marginal cost of restocking and maintenance. Vending machines that are closer together can be more quickly and efficiently managed by the same personnel and the marginal delivery costs related to fuel, tolls and maintenance are also reduced.

Both cost management strategies described above have been reinforced by the economies of scale that have resulted from the increased size of the Group's business, which we have achieved both organically and through acquisitions. The synergies that have resulted from acquisitions have been particularly effective. For example, we have found that the prior performance of companies or businesses we acquire has not historically been indicative of their performance post-acquisition as part of the Group. This is because, when we acquire new companies, we integrate them into our existing network and logistics operations. At the Group level, this allows us to increase our vending machine density and better leverage our fixed cost base. In addition, synergies and economies of scale allow us to increase vends by our acquired companies (through improved product offerings and refill times), while also increasing profitability through measured price increases and lower procurement costs (due to our centralised purchasing). For example, our subsidiary Mr. Vending S.r.l., which holds the concession to operate vending machines in the Milan subway system (acquired in November 2012), was able to increase its ASP from approximately €0.54 at the time of the acquisition to €0.62 by March 2015.

Growing use of vending machine refurbishment to manage capital expenditures

As of 31 December 2014, the Group managed approximately 152,800 vending machines in its Vending Business (compared to approximately 147,600 vending machines in 2013), of which approximately 68 per cent. were automatic vending machines and 32 per cent. were semi-automatic vending machines for Office Coffee Services. Semi-automatic vending machines cost as little as €200 per unit and therefore do not affect the Group's capital expenditures as significantly as its automatic vending machines. Automatic vending machines cost approximately €1,500 to €2,000 to purchase. For some automatic vending machines, the Group provides additional equipment, including protective casing and telemetry, and spend on average an additional amount up to €2,400 to fully equip. In the

		aggregate, therefore, the Group's automatic vending machines require significant capital expenditures. Each machine is depreciated on a straight line basis over 6.6 years and has a useful life of approximately 8 years. The average age of the Group's vending machines as of 31 December 2014 was approximately 5 years. Since 2010, the Group has expanded its own in-house maintenance and repair capabilities to extend the useful life of its vending machines, to improve its service to customers and to reduce its capital expenditures. In addition, the Group purchases approximately 20 per cent. of its new machines through finance leases (which are recorded as financial debt), further allowing us to optimise its timing of capital expenditures. In both 2013 and 2014 the Group did not purchase any new machines using finance leases, but it did maintain certain finance leases on machines acquired through the business acquisitions. In the years ended 31 December 2012, 2013 and 2014, the Group's total capital expenditures for vending machines and related equipment were €26.5 million, €23.5 million and €17.1 million, respectively. The Group's refurbishing activities have become an important part of its Vending Business operations. For the years ended 31 December 2012, 2013 and 2014, the Group refurbished 16,106, 14,816 and 18,236 vending machines, respectively. Overall, this has allowed the Group to limit its purchases of new machines. In 2013, the Group purchased a number of new machines related to re-pricing negotiations with certain corporate customers following the increase in VAT rates applicable to its business.
B.5	**Description of the Group and the Issuer's position within the Group**	The Issuer is the parent company of the Group, with 31 subsidiaries and affiliated companies incorporated in Italy, France, Spain and Switzerland. See *B.15* for a description of the Group's activities.
B.9	**Profit forecast or estimate**	Not applicable. No profit forecasts or estimates are made.
B.10	**Nature of any qualifications in the audit report on historical financial information**	Not applicable. The auditor has issued unqualified audit opinions on the IFRS consolidated financial statements of Group for the years ended 31 December 2013 and 2014.

B.12	**Selected historical key financial information**	The following tables set out selected financial information relating to the Group. The information has been extracted from the audited IFRS consolidated financial statements of the Group as of and for the years ended 31 December 2013 and 2014, as well as from the unaudited interim consolidated financial statements as of and for the six-month periods ended 30 June 2015, unless otherwise stated.

Consolidated Income Statement:

	For the year ended 31 December (audited)		For the six months ended 30 June (unaudited)		For the twelve months ended 30 June (unaudited)
	2013	**2014**	**2014**	**2015**	**2015**
	(in thousands of €)				
Revenues from sales and services	298,193	310,034	154,976	167,050	322,108
Other revenues and income	14,431	11,544	5,747	6,386	12,183
Total revenues	**312,624**	**321,578**	**160,723**	**173,436**	**334,291**
Cost of raw materials, supplies and consumables	(76,982)	(75,711)	(37,698)	(39,043)	(77,056)
Cost of services	(37,009)	(37,584)	(18,177)	(18,859)	(38,266)
Personnel costs	(87,923)	(92,463)	(46,154)	(47,426)	(93,735)
Other operating income/(expenses), net	(46,492)	(51,025)	(25,251)	(26,627)	(52,401)
Gains/(losses) from disposal of fixed assets, net	1,116	481	(53)	373	907
Other non-recurring income/(expenses), net	(3,660)	(4,391)	(1,590)	(2,241)	(5,042)
Depreciation and amortisation	(38,738)	(38,518)	(19,115)	(19,227)	(38,630)
Operating profit/(loss)	**22,936**	**22,367**	**12,685**	**20,386**	**30,068**
Financial expenses	(16,610)	(20,473)	(9,414)	(11,180)	(22,239)
Financial income	1,898	1,506	742	808	1,572
Foreign exchange differences and variations in derivatives fair value, net	(1,024)	1,961	(1,237)	2,059	5,257
Results of companies valued at net equity	166	(409)	188	20	(577)
Profit/(loss) before tax	**7,366**	**4,952**	**2,964**	**12,093**	**14,081**
Income taxes	(379)	(1,895)	(1,366)	(3,114)	(3,643)
Net profit/(loss) for the period:	**6,987**	**3,057**	**1,598**	**8,979**	**10,438**
Net profit/(loss) attributable to:					
Non-controlling interests	1,325	1,345	1,027	485	803
Owners of the Parent	5,662	1,712	571	8,494	9,635

Summary Consolidated Statement of Financial Position:

	As of 31 December (audited)		As of 30 June (unaudited)
	2013	**2014**	**2015**
	(thousands of €)		
Assets			
Total non-current assets	539,625	572,009	571,926
Total current assets	176,471	175,709	206,503
Total assets	**716,096**	**747,718**	**778,429**
Liabilities			
Total non-current liabilities	265,762	317,347	297,105
Total current liabilities	146,557	137,302	183,137

Total liabilities	**412,319**	**454,649**	**480,242**
Equity attributable to owners of the parent	298,589	287,392	291,456
Equity attributable to non-controlling interests	5,188	5,677	6,731
Total equity	**303,777**	**293,069**	**298,187**
Total equity and liabilities	**716,096**	**747,718**	**778,429**

Summary Consolidated Cash Flow Statements:

	For the year ended 31 December (audited)		For the six months, ended 30 June (unaudited)		For the twelve months ended 30 June (unaudited)
	2013	2014	2014	2015	2015
	(thousands of €)				
Net cash provided by operating activities	31,115	52,795	28,345	34,895	59,345
Net cash used in investing activities	(51,681)	(75,418)	(49,935)	(22,454)	(47,937)
Net cash provided by/(used in) financing activities	80,971	38,667	43,144	14,187	9,710
Cash and cash equivalents at the beginning of the period	28,783	89,188	89,188	105,232	110,742
Cash and cash equivalents at the end of the period	89,188	105,232	110,742	131,860	131,860
Net change in cash and cash equivalents	60,405	16,044	21,554	26,628	21,118

	Material adverse change in the prospects of the Issuer	Not applicable. There has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2014.
	Significant change in the financial or trading position	Not applicable. There have been no significant changes in the financial or trading position of the Issuer or the Group since 30 June 2015.
B.13	**Recent Events**	**Intra-Group Asset Transfer** On 31 July 2015, each of the Future Guarantors and certain other subsidiaries of the Issuer transferred certain of their vending machine assets to the Issuer pursuant to intra-Group arrangements (the "**Asset Transfers**"). The Asset Transfers were effected with the goal of rationalizing the Group's asset holdings and accounting systems, but had no effect for the consolidated Group on the number of vending machines in operation or the location of those machines. **Sale and Transfer of Treasury Shares** On 31 July 2015, the Issuer, upon approval of a resolution of its Board of Directors on 18 May 2015, sold 50,000 of its treasury shares on the market, for €0.4 million.

		On 28 July 2015 E.V.A. S.p.A. ("**EVA**") formally requested that the Issuer pay the amounts agreed to for the transfer of EVA's its stake in CSH S.r.l. The Issuer elected to settle this liability by transferring to EVA 316,133 (€2.4 million) of its treasury shares, which were transferred to EVA on 5 August 2015. **Acquisitions of Existing Notes** Since the issuance of the €250.0 million senior secured Notes due 2020 by IVS F. S.p.A.'s ("**IVS F**") on 4 April 2013 and 28 March 2014 (the "**Existing Notes**"), the Issuer has acquired through bilateral transactions on the open market (and currently holds) €6.4 million aggregate principal amount of the Existing Notes.
B.14	**Statement on dependency upon other entities within the Group**	The Issuer is a holding company, with limited revenue-generating operations of its own and, therefore, depends on receiving payments from its subsidiaries in the form of dividends and the making, or repayment, of loans and advances.
B.15	**Principal activities**	The Group manages a network of approximately 153,900 vending machines and Office Coffee Service machines located at corporate offices, institutions and public places through which we sell a broad range of products, including hot and cold beverages, in-between meals, snacks and confectionary (the "**Vending Business**"). In addition, the Group operates a coin service business (the "**Coin Service Business**") that consists of collecting, packaging and delivering coins for a variety of customers, including banks, mass-retailers, third party vending operators, parking operators, train stations and highway ticket offices.
B.16	**Controlling Persons**	The Issuer is controlled by IVS Partecipazioni S.p.A. ("**IVS Partecipazioni**"). The table below sets forth the beneficial ownership of the Issuer according to the most recent information available.

	Class A Shares[(1)]		Class B2 Shares		Class B3 Shares		Voting Power
Name of beneficial owner	**Amount**	**%**	**Amount**	**%**	**Amount**	**%**	**%**
IVS Partecipazioni[(2)]	23,068,739	63.2%	—	—	—	—	65.6%
Founders[(3)]	1,250,000	3.4%	1,250,000	100.0%	1,250,000	100.0%	3.2%
Free float on Borsa Italiana[(4)]	12,167,335	33.4%	—	—	—	—	31.2%
Total	**36,486,074**	**100.0%**	**1,250,000**	**100.0%**	**1,250,000**	**100.0%**	**100.0%**

(1) The Issuer holds 2,882,550 Class A Shares (treasury shares), representing 7.7 per cent. of total Class A shares, which do not vote.

(2) IVS Partecipazioni is the vehicle which is beneficially owned by former IVS Group Holding shareholders including by Mr. Cesare Cerea and other members of the Issuer's Board of Directors and senior management, including Messrs. Cesare Cerea, Massimo Paravisi, Massimo Trapletti and Antonio Tartaro.

(3) Founders refer to certain founding shareholders of Italy1: Mr. Vito Gamberale, Mr. Giovanni Revoltella, ITA1 SV LP (a limited liability partnership organised under the laws of Guernsey and controlled by Dr. Roland Berger and Mr. Florian Lahnstein) and Generali PanEurope. The number of Founders shares is given as of 10 June 2013, the last date on which the Issuer has information. Pursuant to a shareholders' agreement by and between the Founders and IVS Partecipazioni, the Founders agreed to vote their Class B2 and Class B3 shares according to the written instructions of IVS Partecipazioni.

(4) In addition to the Issuer's Class A Shares which trade on the MTA, 19,995,500 of the

		Issuer's convertible warrants trade on Borsa Italiana under ticker symbol "WIVS".
B.17	**Credit ratings of the Issuer or its debt securities**	The Issuer is currently rated BB- by Standard & Poor's Credit Market Services Europe Limited ("**S&P**"). According to S&P, an obligation rated "BB" is less vulnerable to non-payment than other speculative issues. However, it faces major ongoing uncertainties or exposure to adverse business, financial, or economic conditions which could lead to the obligor's inadequate capacity to meet its financial commitment on the obligation. S&P is established in the EU, domiciled in the United Kingdom, and is included in the list of credit rating agencies registered in accordance with Regulation (EC) No. 1060/2009 on Credit Rating Agencies as amended by Regulation (EU) No. 513/2011. This list is available on the European Securities and Markets Authority website (http://www.esma.europa.eu/page/list-registered-and-certified-CRAs) (last updated 10 July 2015). A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating organisation. None of the Notes, the Future Guarantors (as defined in *B.19.B.1*) or the Future Guarantees (as defined in *B.18*) is rated.
B.18	**Description of the nature and scope of the Future Guarantees**	Within 30 business days of the date on which the Issuer shall have redeemed, or shall have caused to be redeemed, at least €200.0 million aggregate principal amount of the Existing Notes (including the pro rata share of the Existing Notes held by the Group at the Existing Notes Redemption Date (as defined herein)) (the "**Existing Notes Redemption**" and the date of the Existing Notes Redemption, the "**Existing Notes Redemption Date**"), the Issuer shall procure that the Future Guarantors shall, subject to certain legal limitations, unconditionally and irrevocably guarantee (the "**Future Guarantees**") the due and punctual payment of the principal and any premium in respect of, and interest on, the Notes and of any other amounts payable by the Issuer under the trust deed dated as of the Issue Date between The Law Debenture Trust Corporation p.l.c. (the "**Trustee**") and the Issuer (the "**Trust Deed**"). The obligations of the Future Guarantors under the Future Guarantees shall constitute direct, unconditional and (subject to the negative pledge) unsecured obligations of the Future Guarantors ranking *pari passu* with all other outstanding unsecured and unsubordinated obligations of the Future Guarantors, present and future, but, in the event of insolvency, only to the extent permitted by applicable laws relating to creditors' rights.
B.19.B.1	**Legal and commercial name**	IVS Italia S.p.A. ("**IVS Italia**") S. Italia S.p.A. ("**S. Italia**" and, together with IVS Italia, the "**Future Guarantors**")

B.19.B.2	**Domicile, legal form, legislation, country of incorporation**	IVS Italia S.p.A. is a joint stock company (*società per azioni)* under the laws of the Republic of Italy ("**Italy**") with its registered office and operational headquarters at Via dell'Artigianato, 25, 24068 Seriate (Bergamo), Italy and registered in the Business Register of Bergamo (*Registro delle Imprese di Bergamo*) under registration number and fiscal code 03320270162. S Italia S.p.A. is a joint stock company (*società per azioni)* under the laws of Italy with its registered office and operational headquarters at Via dell'Artigianato, 25, 24068 Seriate (Bergamo), Italy and registered in the Business Register of Bergamo (*Registro delle Imprese di Bergamo*) under registration number and fiscal code 12687800156.
B.19.B.4b	**Known trends affecting the Future Guarantors and the industries in which they operate**	The Future Guarantors are affected by the same trends that affect the Issuer. See *B.4b* for an explanation of these trends.
B.19.B.5	**Description of the Group and the Future Guarantors' position within the Group**	The Future Guarantors are direct, wholly-owned subsidiaries of the Issuer and are operational companies of the Group. IVS Italia, in turn, has 20 subsidiaries and affiliated companies incorporated in Italy, France and Spain. S. Italia does not have any subsidiaries. See *B.15* for a description of the Future Guarantors' activities.
B.19.B.9	**Profit forecast or estimate**	Not applicable. No profit forecasts or estimates are made.
B.19.B.10	**Nature of any qualifications in the audit report on historical financial information**	Not applicable. The auditor has issued unqualified audit opinions on the IFRS financial statements of both IVS Italia and S. Italia for the years ended 31 December 2013 and 2014.
B.19.B.12	**Selected historical key financial information**	The following tables set out selected financial information relating to each of IVS Italia and S. Italia. The information has been extracted from the audited stand-alone IFRS financial statements of each of IVS Italia and S. Italia as of and for the years ended 31 December 2013 and 2014. The unaudited interim stand-alone financial information of IVS Italia and S. Italia as of and for the six months ended 30 June 2015 have been taken from reports prepared by each of IVS Italia and S. Italia, which were prepared exclusively for the purpose of presenting such information in this Prospectus. Neither of IVS Italia or S. Italia have a legal obligation to prepare interim stand-alone financial statements. Therefore, the financial information of each of IVS Italia and S. Italia as of and for the six months ended 30 June 2015 presented herein has not been subject to any kind of audit or review by their respective independent auditors.

IVS Italia

Income Statement:

	For the year ended 31 December (audited)		For the six months 30 June (unaudited)	
	2013	2014	2014	2015
	(in thousands of €)			
Revenues from sales and services	232,555	229,952	112,245	122,032
Other revenues and income	17,023	16,438	8,513	9,433
Total revenues	**249,578**	**246,390**	**120,758**	**131,465**
Cost of raw materials, supplies and consumables	(67,887)	(63,211)	(31,415)	(32,219)
Cost of services	(32,822)	(33,290)	(15,715)	(17,199)
Personnel costs	(63,689)	(63,073)	(30,930)	(31,422)
Other operating income/(expenses), net	(43,072)	(42,817)	(20,534)	(21,615)
Gains/(losses) from disposal of fixed assets, net	1,485	979	215	935
Other non-recurring income/(expenses), net	(2,307)	(3,037)	(1,075)	(1,555)
Depreciation and amortisation	(26,853)	(27,008)	(13,190)	(13,339)
Operating profit/(loss)	**14,433**	**14,933**	**8,114**	**15,051**
Financial expenses	(13,778)	(17,857)	(8,219)	(9,400)
Financial income	1,343	1,225	481	1,278
Foreign exchange differences and variations in derivatives fair value, net	-	-	(17)	(3)
Results of companies valued at net equity	(2,245)	(17)	-	-
Profit/(loss) before tax	**(247)**	**(1,716)**	**359**	**6,926**
Income taxes	(212)	(1,935)	(897)	(2,517)
Net profit/(loss) for the period:	**(459)**	**(3,651)**	**(538)**	**4,409**

Summary Statement of Financial Position:

	As of 31 December (audited)		As of 30 June (unaudited)
	2013	2014	2015
	(thousands of €)		
Assets			
Total non-current assets	399,599	427,088	441,982
Total current assets	104,640	120,264	110,578
Total assets	**504,239**	**547,352**	**552,560**
Liabilities			
Total non-current liabilities	323,989	368,558	368,113
Total current liabilities	71,205	72,610	73,620
Total liabilities	**395,194**	**441,168**	**441,733**
Equity	**109,045**	**106,184**	**110,827**
Total equity and liabilities	**504,239**	**547,352**	**552,560**

Summary Cash Flow Statements:

	For the year ended 31 December (audited)	
	2013	2014
	(thousands of €)	
Net cash provided by operating activities	28,537	31,650
Net cash used in investing activities	(31,297)	(45,762)

Net cash provided by/(used in) financing activities	37,425	27,710
Cash and cash equivalents at the beginning of the period	8,505	43,790
Cash and cash equivalents at the beginning of the period (from merged entities)	620	167
Cash and cash equivalents at the end of the period	43,790	57,555
Net change in cash and cash equivalents	34,665	13,598

S. Italia

Income Statement:

	For the year ended 31 December (audited)		For the six months ended 30 June (unaudited)	
	2013	**2014**	**2014**	**2015**
	(in thousands of €)			
Revenues from sales and services	17,847	13,270	7,130	7,674
Other revenues and income	2,040	2,008	630	630
Total revenues	**19,887**	**15,278**	**7,760**	**8,304**
Cost of raw materials, supplies and consumables	(11,242)	(6,569)	(3,116)	(3,855)
Cost of services	(1,167)	(1,273)	(622)	(690)
Personnel costs	(3,029)	(3,393)	(1,755)	(1,895)
Other operating income/(expenses), net	(2,679)	(3,303)	(1,541)	(1,811)
Gains/(losses) from disposal of fixed assets, net	35	-	-	-
Other non-recurring income/(expenses), net	(109)	(349)	(10)	(32)
Depreciation and amortisation	(838)	(729)	(373)	(318)
Operating profit/(loss)	**858**	**(338)**	**343**	**(297)**
Financial expenses	(58)	(10)	(4)	(12)
Financial income	14	26	26	-
Foreign exchange differences and variations in derivatives fair value, net	-	-	-	-
Results of companies valued at net equity	-	-	-	-
Profit/(loss) before tax	**814**	**(322)**	**365**	**(309)**
Income taxes	(305)	(47)	(137)	89
Net profit/(loss) for the period:	**509**	**(369)**	**228**	**(220)**

Summary Statement of Financial Position:

	As of 31 December (audited)		As of 30 June (unaudited)
	2013	**2014**	**2015**
	(thousands of €)		
Assets			
Total non-current assets	1,983	1,296	956
Total current assets	5,383	9,881	5,640
Total assets	**7,366**	**11,177**	**6,596**
Liabilities			
Total non-current liabilities	419	731	595
Total current liabilities	4,093	7,986	3,751
Total liabilities	**4,512**	**8,717**	**4,346**
Equity	**2,854**	**2,460**	**2,250**
Total equity and liabilities	**7,366**	**11,177**	**6,596**

Summary Cash Flow Statements:

		For the year ended 31 December (audited) 2013 / 2014 (thousands of €) Net cash provided by operating activities: (2,324) / 1,481 Net cash used in investing activities: (33) / 2 Net cash provided by/(used in) financing activities: 2,317 / (1,421) Cash and cash equivalents at the beginning of the period: 69 / 6 Cash and cash equivalents at the end of the period: 29 / 69 Net change in cash and cash equivalents: (40) / 63
	Material adverse change in the prospects of the Future Guarantors	Not applicable. There has been no material adverse change in the prospects of the Future Guarantors since 31 December 2014.
	Significant change in the financial or trading position of the Future Guarantors	Not applicable. There have been no significant changes in the financial or trading positions of the Future Guarantors since 30 June 2015.
B.19.B.13	**Recent Events**	**IVS Italia** ***Certain Acquisitions*** On 6 October 2015, the Group announced, that IVS Italia had acquired the vending business of Guccione S.r.l., a vending machine operator active in Southern Italy. IVS Italia paid a purchase price of €2.0 million, subject to certain adjustments as provided for in the relevant acquisition agreement. During July 2015, IVS Italia, (i) finalised the acquisition of a vending machine business in Northeastern Italy for €0.2 million, subject to certain adjustments as provided for in the relevant acquisition agreement, and (ii) entered into a preliminary agreement for the acquisition of a vending machine business located in Southern Italy for a provisional consideration of €3.4 million. ***Intra-Group Asset Transfer*** See "*B.13—Intra-Group Asset Transfer*". **S. Italia** ***Intra-Group Asset Transfer*** See "*B.13—Intra-Group Asset Transfer*".

B.19.B.14	**Statement on dependency upon other entities within the Group**	Not applicable to S. Italia. IVS Italia has 20 subsidiaries and affiliated companies incorporated in Italy, France and Spain and, therefore, despite having significant revenue-generating operations of its own, receives payments from its subsidiaries in the form of dividends and the making, or repayment, of loans and advances.
B.19.B.15	**Principal activities**	See *B.15*
B.19.B.16	**Controlling Persons**	The Future Guarantors are each directly and wholly-owned subsidiaries of the Issuer. The Issuer is, in turn, controlled by IVS Partecipazioni. See *B.16* for a description of the controlling persons of the Issuer.
B.19.B.17	**Credit ratings of the Future Guarantors or their debt securities**	Not applicable. Although the Issuer is currently rated BB- by S&P, none of the Notes, the Future Guarantors or the Future Guarantees is rated. See *B.17*.

Section C – Securities

Element	Description of Element	Disclosure requirement
C.1	**Type and class of securities being offered including any security identification number**	Subject to the condition that, the Offering will be withdrawn if, at the expiration of the Offering Period, offers to purchase the Notes ("**Purchase Offers**") have not been placed sufficient for the sale of at least €180,000,000 million aggregate principal amount of the Notes (the "**Minimum Offer Condition**"), the Issuer is expected to issue on or about 18 November 2015, between a minimum of €180,000,000 and a maximum of €240,000,000 (the "**Maximum Offer Amount**") 4.5 per cent. senior unsecured notes due 2022 (the "**Notes**"). The Maximum Offer Amount may be reduced by the Issuer prior to 3 November 2015 at 09:00 (CET). The Notes will constitute direct, unconditional and unsecured obligations of the Issuer bearing fixed interest. The securities codes for the Notes are: ISIN: XS1308021846 and Common Code: 130802184.
C.2	**Currency of the securities issue**	Euro
C.5	**Restrictions on free trans-ferability of the Notes.**	Not applicable. The Notes are freely transferable. However, the offer and the sale of the Notes and the distribution of this Prospectus is subject to specific restrictions that vary depending on the jurisdiction where the Notes are offered or sold or this Prospectus is distributed.
C.8	**Rights attached to the Notes, ranking of the Notes, limitations of the rights attached to the Notes**	*Negative Pledge:* The Terms and Conditions of the Notes (the "**Terms and Conditions**") contain a negative pledge. *Financial Covenants*: The Terms and Conditions contain financial covenants. *Equity Cure*: Subject to certain conditions, in the event that the Issuer fails to comply, or would otherwise fail to comply, with any of the financial covenants of the Terms and Conditions, the Issuer shall have the right to cure an actual or anticipated breach of the financial covenants by applying net amounts received in

		respect of any new equity issued by the Issuer and/or indebtedness of the Issuer held by one or more of its shareholders received by the Issuer to remedy actual or anticipated non-compliance and by having such amounts included in the calculation or recalculation of one of or both of the financial covenants. *Taxation:* All payments in respect of the Notes by or on behalf of the Issuer or any Future Guarantor shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed or levied by or on behalf of any of Luxembourg or Italy, unless the withholding or deduction of the Taxes (the "**Tax Deduction**") is required by law. In that event, the Issuer or, as the case may be, a Future Guarantor will pay such additional amounts as may be necessary in order that the net amounts received by the holders of the Notes (the "**Noteholders**") and the holders of the interest coupons appertaining to the Notes (the "**Couponholders**" and the "**Coupons**" respectively) after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Notes or, as the case may be, Coupons in the absence of the withholding or deduction. All the above is nevertheless subject to customary market exceptions. The Issuer or, as the case may be, a Future Guarantor will not be required to make an increased payment for a Tax Deduction imposed by Luxembourg on the basis of the Luxembourg law of 23 December 2005 introducing a final withholding tax on certain savings income, as amended. *Events of Default:* The Trustee at its discretion may, and if so requested by the holders of at least one-fifth in principal amount of the Notes then outstanding or if so directed by an extraordinary resolution of the Noteholders shall (subject in each case to being indemnified and/or secured and/or pre-funded to its satisfaction), give notice to the Issuer and, if applicable, the Future Guarantors that the Notes are immediately due and repayable. *Cross Acceleration:* The Terms and Conditions include a cross acceleration provision. *Status of the Notes:* The Notes and the Coupons will constitute direct, unconditional and (subject to the negative pledge) unsecured obligations of the Issuer ranking *pari passu* without any preference among themselves with all other outstanding unsecured and unsubordinated obligations of the Issuer present and future but, in the event of insolvency, only to the extent permitted by applicable laws relating to creditors' rights. The Notes will be effectively subordinated to the Group's existing and future secured obligations, including the Existing Notes, that are secured by property and assets that do not secure the Notes to the extent of the value of the property or assets securing such debt. Additionally, the Notes will be structurally subordinated to any existing and future obligations of subsidiaries not guaranteeing the Notes, including IVS F (the issuer of the Existing Notes) and Fast Service (a guarantor of the Existing Notes). For more information regarding the rights attached to the Notes, please see *C.9.*
C.9	**Additional Information on the Rights Attached to the**	*Interest:* Interest on the Notes will accrue at a fixed rate of 4.5 per cent. per annum starting from the Issue Date, payable annually in arrear on 15 November of each year commencing on 15 November 2016.

	Securities	*Issue Price:* The Notes will be issued at a price of 100.00 per cent. of their principal amount (the "**Issue Price**"). *Maturity Date:* The Notes will mature on 15 November 2022. *Indication of yield:* The yield of the Notes will be 4.5 per cent. per annum. The yield of the Notes has been calculated on the basis of the Issue Price (100 per cent.) divided by the Interest Rate (4.5 per cent. per annum). Therefore, the interest payable on the minimum denomination of Notes would be €45 (i.e. 4.5 per cent. of €1,000), making the yield of the Notes €45/€1,000 = 4.5 per cent. *Early Redemption at the Option of the Issuer:* At any time prior to 15 November 2018, the Issuer may redeem the Notes in whole or in part from time to time if the Issuer pays a "make-whole" premium. At any time on or after 15 November 2018, the Issuer may redeem the Notes, in whole or in part and from time to time, at the following redemption prices (expressed as a percentage of the principal amount on the redemption date), plus accrued and unpaid interest and additional amounts, if any, to the relevant redemption date: **Redemption Period** — **Price** 2018 — 102.250% 2019 — 101.125% 2020 — 100.563% 2021 and thereafter — 100.000% *Early Redemption for Taxation Reasons:* Early redemption of the Notes for reasons of taxation will be permitted, if as a result of any change in, or amendment to, the laws or regulations or any change in the application or interpretation of such laws or regulations) of Luxembourg or Italy or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, the Issuer would be required to pay additional amounts on the Notes. *Special Mandatory Redemption:* If the Issuer shall have failed to: (i) on or prior to 30 April 2016 (the "**Longstop Date**"), redeem, or cause to be redeemed, at least €200.0 million aggregate principal amount of the Existing Notes (including the pro rata share of the Existing Notes held by the Group at the Existing Notes Redemption Date) or (ii) within 30 business days of the Existing Notes Redemption Date, procure that each of the Future Guarantors, or their successors, shall grant the Future Guarantees, then all, but not some only, of the Notes shall be subject to a special mandatory redemption at their principal amount, plus accrued and unpaid interest and additional amounts, if any, from the date the Notes are issued, initially set as 18 November 2015 (the "**Issue Date**") to the date of such special mandatory redemption. *Trustee:* The Law Debenture Trust Corporation p.l.c. For more information regarding the rights attached to the Notes, please see *C.8*.
C.10	**Derivative component in interest payment**	Not applicable. The Notes have no derivative component when paying interest, which could influence the value of the Notes by having an impact on the value of the underlying instrument or several underlying instruments. See *C.9* for information on the interest rate of the Notes.

C.11	**Admission to trading of securities on a regulated market**	Application has been made for the Notes to be admitted to trading on the regulated *Mercato delle Obligazioni Telematico* market (the "**MOT**") of Borsa Italiana S.p.A. ("**Borsa Italiana**"). Borsa Italiana has admitted the Notes to listing on the MOT with order n. 8121 dated 22 October 2015.

Section D – Risks

Element	Description of Element	Disclosure requirement
D.2	**Key information on the key risks specific to the Issuer and the Group or their industry**	The following are risk factors relating to the Issuer and the Group (including the Future Guarantors) that may affect the Issuer's and the Future Guarantors' ability to fulfil their obligations under the Notes and the Future Guarantees, respectively. Since the Issuer, the Future Guarantors and their respective subsidiaries conduct the same business activities, we do not believe they are exposed to separate risks, except as otherwise noted: • Our business, financial condition and results of operations may be adversely affected by the current unfavourable economic conditions in our primary markets of Italy, France and Spain; • We have historically and intend to continue to selectively acquire competitors in our industry from time to time as part of our business strategies; however, we may not realise all of the anticipated benefits of past or future acquisitions, we may not successfully consummate acquisitions or integrate acquired businesses and acquisitions may carry unexpected liabilities; • Payment of increased usage fees to customers could negatively affect our business; • The success of our Vending Business depends on customer and consumer preferences, technological innovations and the user experience of the vending machines we operate; • We operate in highly competitive industries, and if we do not compete effectively, we may lose market share or be unable to maintain or increase prices for our services; • A failure of our key information technology, inventory management and maintenance systems or processes could have a material adverse effect on our ability to conduct our business; • Disruptions in our supply and logistics chain could adversely affect us; • We are reliant on certain key manufacturers for the production of the vending machines we require to operate and expand our business; • Our business is exposed to fluctuations in costs related to fuel and other transportation inputs, food, coffee and other commodity prices; • Our Coin Service Business may not contribute to our revenues to the degree

		that we expect; • Our Coin Service Business involves the movement of large sums of money, and, as a result, our business is particularly dependent on our ability to process and settle transactions securely, accurately and efficiently; • Our business requires capital expenditures which may divert significant cash flow from other investments or uses, including debt servicing; • Certain products we sell are susceptible to seasonal variation and sustained periods of abnormal weather can have a material adverse effect on our business; • Perishable food product losses could materially impact our results; • The loss of major customers and/or the inability to establish new customer relationships could adversely affect our business, financial condition and results of operations; • Our insurance is limited and subject to exclusions, and depends on the ongoing viability of our insurers; we may also incur liabilities or losses that are not covered by insurance; • We are exposed to credit risk related to our customers which may cause us to make larger allowances for doubtful trade receivables or incur write-offs related to impaired debts; • Our operations could be adversely affected if we are unable to retain key employees; • Higher employment costs may have a material adverse effect on our business, financial condition and results of operations; • Any negative impact on the reputation of the brand names of certain of the key products we sell may adversely affect our competitive position. We may also be affected by failure to protect our proprietary know-how and trade secrets; • We may engage in hedging transactions in an attempt to mitigate exposure to interest rate fluctuations and other portfolio positions which may be unsuccessful or expose us to contingent liabilities; • The performance of our business is negatively affected by VAT rates on food and beverage items sold in vending machines and any further increase in VAT could require us to incur additional costs and have an adverse effect on our business, results of operations and financial condition; • The food and beverage industry is highly regulated and our business could be materially adversely affected by changes in governmental regulation and legislation or by associated compliance costs. Moreover, failure to comply with governmental regulations could result in the imposition of fines or restrictions on operations and remedial liabilities; • We are susceptible to claims of anti-competitive practices; • We are subject to risks related to litigation and other legal proceedings in the

		normal course of our business and otherwise; • We may face labour disruptions that could interfere with our operations and have a material adverse effect on our business, financial condition and results of operations; • We are from time to time involved in various tax audits and investigations and we may face tax liabilities in the future; • If an individual within our Group, or a third party acting on behalf of any Group entity, commits certain crimes, we and/or that Group entity may be subject to administrative liability and may face the application of sanctions, also on an interim basis, that include the prohibition to contract with public entities, termination of existing contracts and concessions, revocations or restrictions of licences and the seizures of profits arising from the crime; • The Issuer will be largely dependent on receiving payments from other members of the Group to make payments on the Notes. Such other members may not be able to make such payments in some circumstances; • We are controlled by IVS Partecipazioni whose interests may not be fully aligned with the interests of the Noteholders; • We are exposed to risks related to Group companies that include minority shareholders; • We have recorded a significant amount of goodwill and we may not realise the full value thereof; • The international scope of our operations and our corporate and financing structure may expose us to potentially adverse tax consequences; • The applicability of Luxembourg law to us and our corporate actions would be uncertain if it were to be established that our head office were not in Luxembourg; • Our significant leverage may make it difficult for us to service our debt, including the Notes, and operate our businesses; • Despite the Group's current significant leverage, we may be able to incur more debt in the future, which could further exacerbate the risks of our leverage. This additional debt may be structurally senior or have a senior security interest with respect to the Notes; and • The Group may not have enough cash available to service its debt. If any of the risks described above were to materialise, this may affect the Issuer's ability to fulfil its payment obligations under the Notes and/or lead to a decline in the market price of the Notes.
D.3	**Key information on the key risks specific to the securities**	An investment in the Notes involves certain risks associated with the respective characteristics of the Notes and the Future Guarantees (once they are granted) which could lead to substantial losses that Noteholders would have to bear in the case of selling their Notes or with regard to receiving interest payments and repayment of principal. Those risks include that:

		• The Notes may not be a suitable investment for all Investors; • The claims of the Noteholders will be effectively subordinated to the Existing Notes and to the rights of our future secured creditors to the extent of the value of the assets securing such indebtedness; • The Notes will be structurally subordinated to the liabilities of our subsidiaries and, following the granting of the Future Guarantees, to those of our non-Future Guarantor Subsidiaries; • The Notes will not be guaranteed by the Future Guarantors as at the Issue Date, and once the Future Guarantees have been granted they will be significantly limited by applicable laws and are subject to certain limitations and defences; • The Future Guarantees may be automatically released under certain circumstances; • If completion of the Existing Notes Redemption is delayed beyond the Longstop Date or the Future Guarantees are not granted within 30 business days of the Existing Notes Redemption Date, the Issuer will be required to redeem the Notes at par, which means that you may not obtain the return you expect on the Notes; • The Offering Period may be extended or amended, and the Offering may be terminated or withdrawn; • An active and liquid trading market for the Notes may not develop or be maintained; • The Notes may be delisted; • The Notes are subject to a risk of early redemption at the option of the Issuer; • The Terms and Conditions, including the terms of payment of principal and interest, can be amended by an Extraordinary Resolution (as defined in the Trust Deed) of certain Noteholders and any such Extraordinary Resolution will be binding on all Noteholders; • Upon the occurrence of an event of default, the Notes will become due and payable if the Trustee, of its own accord or as directed either by Noteholders holding at least one-fifth in aggregate principal amount of the Notes then outstanding or by an Extraordinary Resolution of the Noteholders, delivers a notice declaring such Notes due and payable; • The Terms and Conditions do not allow Noteholders to require the Issuer to repurchase the Notes upon a change of control of the Issuer; • The market value of the Notes could decrease if the creditworthiness of the Issuer worsens or is perceived to worsen; • The Notes bear specific risks typical for fixed rate notes; • The trading market for debt securities may be volatile and may be adversely affected by many events;

		• Enforcing your rights as a Noteholder or under the Future Guarantees (once they are granted) across multiple jurisdictions may be difficult; • The insolvency laws of Luxembourg and Italy may not be as favourable to Noteholders as the laws of another jurisdiction with which you may be familiar; • Fraudulent conveyance and similar laws may adversely affect the validity and enforceability of the Notes and the Future Guarantees; • The covenants in the Notes, the Existing Notes Indenture and the instruments governing the Group's other debt may limit the Group's ability to operate its business; • We may be unable to raise the funds necessary to refinance indebtedness maturing prior to the stated maturity of the Notes or to repay the Notes at maturity; • You may face foreign exchange risks by investing in the Notes; • The Notes are subject to inflation risks; • The Notes are subject to transaction costs and charges; • The Notes will initially be held in book-entry form, and therefore you must rely on the procedures of the relevant clearing systems to exercise any rights and remedies; • You generally will not be entitled to a gross up for any Italian withholding taxes, unless the Italian withholding tax is caused by a failure of the Issuer or Future Guarantors to comply with certain procedures; and • We have not obtained a credit rating for any of the Future Guarantors, the Notes or the Future Guarantees. If any of the risks described above were to materialise, this may affect the Issuer's ability to fulfil its payment obligations under the Notes and/or lead to a decline in the market price of the Notes.

Section E – Offer

Element	Description of Element	Disclosure requirement
E.2b	**Reasons for the offer and use of proceeds**	The Issuer intends to use the net proceeds from the Offering together with credit lines and cash on hand to purchase, redeem or cause to be redeemed, the outstanding Existing Notes in an amount equal to at least €200.0 million of the aggregate principal amount of the Existing Notes.
E.3	**Terms and conditions of the offer**	*Offering of the Notes:* The Offering is addressed to the general public in Luxembourg and Italy and to qualified investors (as defined in Article 5.3 of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (as amended, inter alia, by Directive 2010/73/EU) (the "**Prospectus Directive**")) in Luxembourg, Italy and other jurisdictions (the "**Investors**") following the approval of this Prospectus by the *Commission de Surveillance du Secteur Financier* of the Grand Duchy of Luxembourg (the

		"**CSSF**") according to Article 21 of the Luxembourg law relating to prospectuses for securities (*Loi du 10 juillet 2005 relative aux prospectus pour valeurs mobilières*), as amended (the "**Luxembourg Prospectus Law**"), and the effectiveness of the notification of this Prospectus by the CSSF to the competent authority in Italy, the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") according to Article 18 of the Prospectus Directive and Article 21 of the Luxembourg Prospectus Law. *Offering Period:* The Offering will open on 3 November 2015 at 09:00 (CET) and will expire on 13 November 2015 at 17:30 (CET), subject to amendment, extension or postponement by the Issuer and the Equita S.I.M. S.p.A. (the "**Placement Agent**") (the "**Offering Period**"). *Pricing Details:* The Notes will be issued at a price of 100.00 per cent. of their principal amount. The fixed interest rate of the Notes is 4.5 per cent. per annum. *Disclosure of the Results of the Offering*: The aggregate principal amount of the Notes, the number of Notes sold and the proceeds of the Offering will be set out in a notice, which will be filed with the CSSF and published on the website of the Issuer (www.ivsgroup.it/en/), the website of the Luxembourg Stock Exchange (www.bourse.lu) and released through the SDIR-NIS system of Borsa Italiana no later than the third business day after the end of the Offering Period. *Conditions of the Offering:* Except for the Minimum Offer Condition (as defined in *C.1*), the Offering is not subject to any conditions. Subscription rights for the Notes will not be issued. Therefore, there are no procedures in place for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised. *Technical Details of the Offering:* The Offering will occur through Purchase Offers made by Investors on the MOT through Intermediaries and coordinated by the Placement Agent, who has been appointed by the Issuer to offer and display the Notes for sale on the MOT according to the trading rules of Borsa Italiana. Purchase Offers may only be made with the MOT through an investment company, bank, wealth management firm, registered financial intermediary, securities house and any other intermediary authorised to make Purchase Offers directly on the MOT or - if such institution is not qualified to perform transactions on the MOT - through an intermediary or agent authorised to do so (each an "**Intermediary**"). Purchase Offers must be made during the operating hours of the MOT for a minimum quantity of aggregate par value of €1,000 of the Notes, and may be made for any multiple thereof. During the Offering Period, Intermediaries may make irrevocable Purchase Offers directly or through any agent authorised to operate on the MOT, either on their own behalf or on behalf of third parties, in compliance with the operational rules of the MOT. The Notes shall be assigned, up to their maximum availability, based on the chronological order in which Purchase Offers are made on the MOT. The acceptance of a Purchase Offer on the MOT does not alone constitute the completion of a contract with respect to the Notes requested thereby. The perfection and effectiveness of contracts with respect to the Notes are subject to confirmation of the correct execution of the Purchase Offer and issuance of the Notes. Each Intermediary through whom a Purchase Offer is made will notify Investors of the number of Notes they have been assigned within the Issue Date, which is also the date on which Investors will be required to remit payment in exchange for the

		issuance of Notes that have been accepted by the Issuer. After the end of the Offering Period, Borsa Italiana, in conjunction with the Issuer, shall set and give notice of the start date of official trading of the Notes on the MOT (the "**Trading Start Date**"). The Trading Start Date shall correspond to the Issue Date. Investors wishing to make Purchase Offers who do not have a relationship with any Intermediary may be requested to open an account or make a temporary deposit for an amount equivalent to that of the Purchase Offer. In case of partial sale of the Notes or a cancellation or withdrawal of the Offering, all amounts paid as temporary deposits, or any difference between the amount deposited with the Intermediary and the aggregate value of the Notes actually sold to the Investor, will be repaid to the Investor who initiated the Purchase Offer by the Issue Date. Any Purchase Offer received outside the Offering Period, or within the Offering Period but outside the operating hours of the MOT, will not be accepted. Investors may place multiple Purchase Offers. Purchase Offers placed by Italian Investors through telecommunication means are not subject to the existing withdrawal provisions applicable to distance marketing of consumer financial services, services in accordance with articles 67-*bis* and 67-*duodecies* of legislative Decree no. 206 of 6 September 2005 as regards the public offer in Italy. *Revocation of Purchase Offers:* If the Issuer publishes any supplement to this Prospectus (a "**Supplement**"), any Investor who has placed a Purchase Offer prior to the issuance of the Supplement shall be entitled to revoke such Purchase Offer by no later than the second business day following the publishing of the Supplement. Revocation of a Purchase Offer may be accomplished by delivering written notice to the Intermediary through whom the Investor made the Purchase Offer, who shall in turn notify the Placement Agent of such revocation. Other than as described above, Purchase Offers, once placed, may not be revoked. *Payment and Delivery of the Notes:* Investors will pay the Issue Price on the Issue Date. In case of early closure of the Offering or extension of the Offering Period, a press release will be made to announce the action and inform Investors and potential Investors of the revised Issue Date. The Notes are issued in compliance with rules in substantially the same form as U.S. Treasury Regulations §1.163-5(c)(2)(i)(D) for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended ("**TEFRA D**"). The Notes will initially be represented a temporary global note, and will be exchangeable for interests in a permanent global note without interest coupons attached against certification of non-U.S. beneficial ownership in compliance with TEFRA D. Ownership of interests in Notes (the "**Book-Entry Interests**") will be limited to persons that have accounts with Euroclear and/or Clearstream, Luxembourg or persons that hold interests in the Notes through participants in Euroclear and/or Clearstream, Luxembourg, including Monte Titoli. Euroclear and Clearstream, Luxembourg will hold interests in the Notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositories. Book-Entry Interests will not be issued in definitive form. Payments and transfers of the Notes will be settled through Euroclear and

		Clearstream, Luxembourg. None of the Issuer, the Trustee, the The Bank of New York Mellon, London Branch as principal paying agent or any other paying agent appointed from time to time or any of their respective agents will have any responsibility, or be liable, for any aspect of the records relating to the Book-Entry Interests.
E.4	**A description of any interest that is material to the issue/ offer including conflicting interests**	The Placement Agent and its affiliates have provided from time to time, and expect to provide in the future, investment services to the Issuer and its affiliates, for which the Placement Agent and its affiliates have received or will receive customary fees and commissions. There are no interests of natural and legal persons other than the Issuer and the Placement Agent involved in the issue, including conflicting ones that are material to the issue.
E.7	**Estimated expenses charged to the Investor by the Issuer**	Not applicable. The Issuer will not charge any costs, expenses or taxes directly to any Investor. Investors must, however, inform themselves about any costs, expenses or taxes in connection with the Notes which are generally applicable in their respective country of residence related to the opening of a bank account or a temporary deposit account with an Intermediary, if necessary, and/or any costs related to the execution, acceptance and transmission of Purchase Offers imposed by such Intermediaries.

RISK FACTORS

An investment in the Notes is subject to a number of risks. Prospective Investors should consider carefully the risks described below and the other information contained in this Prospectus prior to making any investment decision with respect to participation in the Offer. Each of the risks discussed below could have a material adverse effect on our business, financial condition, results of operations or prospects which, in turn, could have a material adverse effect on the principal amount and interest which Investors will receive in respect of the Notes. In addition, each of the risks discussed below could adversely affect the trading or the trading price of the Notes or the rights of Investors under the Notes and, as a result, Investors could lose some or all of their investment.

Prospective Investors should note that the risks described below may not be the only risks we face. We have described only those risks that we currently consider to be material and there may be additional risks and uncertainties not presently known to us, or that we currently consider immaterial, that might also have a material adverse effect on our business, financial condition, results of operations or prospects.

This Prospectus also contains forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward looking statements as a result of various factors, including the risks described below and elsewhere in this Prospectus.

Risks Related to the Business of the Issuer and the Group (Including the Future Guarantors)

The following are risk factors relating the Issuer and the Group (including the Future Guarantors) that may affect the Issuer's and the Future Guarantors' ability to fulfil their obligations under the Notes and the Future Guarantees, respectively. Since the Issuer, the Future Guarantors and their respective subsidiaries conduct the same business activities, we do not believe they are exposed to separate risks, except as otherwise noted.

Our business, financial condition and results of operations may be adversely affected by the current unfavourable economic conditions in our primary markets of Italy, France and Spain.

Demand for snacks and meals on the go and office coffee breaks are correlated with consumer confidence and employment levels. For the year ended 31 December 2014, we generated 85.7 per cent. of our Vending Business total revenues in Italy, 7.9 per cent. in France, 6.2 per cent. in Spain and 0.2 per cent. in Switzerland. European economics underwent periods of economic recession which also increased unemployment, lowered consumer confidence and increased concern regarding levels of government indebtedness lasting for certain countries through 2014. Recessionary conditions and uncertainty in the macroeconomic environment may adversely impact our customers' decision to contract for a vending machine on their premises as well as consumers discretionary consumption patterns. Approximately three quarters of our vending machines are located in companies and the majority of our vends occur during the working week, and there is therefore a correlation between the total number of items sold through vending machines and GDP, due primarily to reductions of workforces during recessionary periods and decreased purchase power among consumers. Employee retrenchment and uncertain economic prospects may lead consumers to make fewer snack and in-between meal purchases from our vending machines.

Italy. The Italian economy endured difficult conditions from 2011 to 2014 as the caretaker government led by Mario Monti attempted to initiate structural reforms, raised taxes and cut public spending. In April 2013, following the resignation of Mr. Monti and inconclusive Italian elections, a coalition government led by Enrico Letta assumed office and continued initiatives for further reforms and raised taxes (including the VAT applicable to items sold through vending machines). In 2014, following the resignation of Mr. Letta, Matteo Renzi assumed office. According to the Italian National Statistical Institute, Italy's GDP at constant prices contracted by 2.8 per cent. in 2012, contracted by 1.7 per cent. in 2013 and further contracted by 0.4 per cent. in 2014. The Italian unemployment rate increased from 9.4 per cent. in January 2012 to 12.6 per cent. in January 2015.

France. The French economy emerged from recession in 2011 and then entered into a period of stagnant growth during 2012, 2013 and 2014. According to the French National Statistical Institute, France's GDP grew by 0.3 per cent. in 2012, 0.3 per cent. again in 2013 and 0.4 per cent. in 2014. The French unemployment rate increased from 9.1 per cent. in January 2012 to 10.0 per cent. in December 2014.

Spain. The Spanish economy experienced a recession from 2011 to 2013 and persistently high unemployment levels adversely affected consumer confidence. According to the Spanish National Statistics Institute, Spain's GDP contracted by 1.2 per cent. in 2012, further contracted by 1.6 per cent. in 2013 and grew by 1.4 per cent. in 2014. The Spanish unemployment rate remains in excess of 20 per cent.

A deterioration of the condition of the Italian, French and Spanish economies, including as expressed by the indicators described above, could have a material adverse effect on our business, financial condition and results of operations.

In addition, disruptions in the global credit markets have in the past reduced access to bank lending and global debt capital raising. Should global macroeconomic shocks exert an influence, or if concerns regarding sovereign debt crisis in Italy accelerate, our ability to access bank lending and/or raise debt capital on financial terms acceptable to us or at all may be adversely affected. As a result, global macroeconomic conditions can affect our ability to finance our business and meet our obligations which could have a material adverse effect on our business, financial condition and results of operations, with a consequent adverse effect on the our ability to meet our financial obligations, including under the Notes.

We have historically and intend to continue to selectively acquire competitors in our industry from time to time as part of our business strategies; however, we may not realise all of the anticipated benefits of past or future acquisitions, we may not successfully consummate acquisitions or integrate acquired businesses and acquisitions may carry unexpected liabilities.

We have historically and we intend to continue to grow our business in part through selective acquisitions, primarily our core markets, particularly in Italy, because management believes that our successful growth is dependent on increased vending machine density which we believe will generate logistical, distribution and maintenance synergies and therefore increase revenue and profitability. For example, in 2014, we purchased branches of an existing vending machine operator in Central and Southern Italy, purchased a vending machine operator in Spain with a vending machine base in regions where we are already present and made a small acquisition in France and another in Switzerland.

Growth can place significant strain on our management resources and financial and accounting control systems. In addition, our ability to engage in strategic acquisitions may depend on our ability to raise substantial capital and we may not be able to raise the funds necessary to implement our acquisition strategy on terms satisfactory to us, if at all. Our management needs to identify appropriate investments and subsequently integrate, train and manage increased numbers of employees as we acquire new companies or assets. Although we analyse and conduct due diligence on acquisition targets, our assessments are subject to a number of assumptions concerning profitability, growth, interest rates and company valuations and our inquiries may fail to uncover relevant information. There can be no assurance that our assessments or due diligence of and assumptions regarding acquisition targets will prove to be correct, and actual developments may differ significantly from our expectations. Unprofitable investments or an inability to integrate or manage new investments could adversely affect our results of operations. In addition, potential synergies that our management identifies in connection with recently made and future acquisitions may not be attained due to a variety of factors such as technological incompatibility, logistical difficulties or regional variations in consumer preferences. Any future acquisitions or investments will also involve financial, managerial and operational challenges, including:

- the diversion of management attention from other business concerns;
- difficulties related integrating businesses, operations, personnel and financial and other systems;
- difficulties in obtaining regulatory approvals;
- increased indebtedness to finance the acquisitions;
- increased leverage leading to an associated reduction in the ratings of our debt securities;
- an adverse impact on our various financial ratios;

- the potential loss of key employees and customers;
- the assumption of and exposure to unknown or contingent liabilities of acquired businesses; and
- potential disputes with sellers, including concerning earn-out and put and call agreements we have concluded with selling shareholders and minority shareholders.

In addition, we could experience financial or other setbacks if any of the businesses that we have acquired or may acquire in the future have problems of which we are not aware or liabilities that exceed our expectations. We may not overcome problems encountered in connection with potential acquisitions, completed acquisitions or other expansion, and such problems could have a material adverse effect on our business, financial condition and results of operations.

Payment of increased usage fees to customers could negatively affect our business.

We are required to pay a usage fee (sometimes called a "redevance" cost) to place vending machines in public spaces and certain corporate locations. These fees have increased in recent years due in part to the difficult macroeconomic environment. We face pressure from our customers to increase the fees we pay to place our vending machines on their premises. If we are unable to respond effectively to ongoing pricing-related pressures, we may fail to win or retain certain accounts. Our fee arrangements are based on our evaluation of unique factors with each customer, including, among other factors, total revenues, long-term, non-cancellable contracts, placement of our vending machines in high-traffic locations and the demographics of the relevant location. Together with other factors, an increase in royalties paid, or other financial concessions made, to our customers could significantly increase our direct operating expenses in future periods and have a material adverse effect on our business, financial condition and results of operations.

The success of our Vending Business depends on customer and consumer preferences, technological innovations and the user experience of the vending machines we operate.

We are a consumer products company operating in the highly competitive in-between meals, snack, confectionary and caffeinated beverages segments of the food and beverage market. Changes in customer and consumer preferences affect both the demand for new vending machines and the volume of product sales therefrom. Any significant changes in consumer preferences or any inability on our part to anticipate or react to such changes could result in reduced demand for our products and erosion of our competitive and financial position. Our success depends on the ability to respond to consumer trends, including concerns of consumers regarding health and wellness, obesity, product attributes and ingredients. In addition, changes in product category consumption or consumer demographics could result in reduced demand for our products. Consumer preferences may shift due to a variety of factors, including the aging of the general population, changes in social trends, changes in travel, vacation or leisure activity patterns, weather, or negative publicity resulting from regulatory action or litigation against companies in the in-between meals and snack food industry. Any of these changes may reduce consumers' willingness to purchase the products we sell and negatively impact our business, financial condition and results of operations.

In addition, we believe that technological advances may emerge and that existing technologies may be further developed in fields in which we operate, both of which could affect our business and require significant investments. For example, affordable wireless technology could provide a practical medium through which cashless payments could be effected. Furthermore, the ability to transmit sales and stock data remotely (telemetry) could lead to significant developments in the vending industry. Other technological advances are being developed which include payments via mobile phone, machines equipped with Internet browsers, machines that speak to the visually impaired, as well as environmentally- friendly machines which use less energy. Our inability to adopt advances in technology may adversely affect our growth prospects, financial condition and results of operations. Our continued success also is dependent on product innovation, both in terms of developing ever more advanced vending machines as well as our ability to source new food and beverage products from our suppliers. We must then translate such changes into further sales to customers and consumers. Staying abreast of technological changes necessarily entails capital expenditures, which could be above our projections or strain our cash flow position. Although we believe we have always been on the vanguard of technological innovation in the vending machine operator industry, there can be no assurance that we can acquire or implement successfully new models or variants of existing models and/or

that we will be successful in stocking such vending machines with the products that will be most appealing to consumers.

Finally, our success is also dependent on the user experience of the vending machines we operate. To generate revenues and profits, we must stock food and beverage products that appeal to consumer preferences in vending machines that consistently and reliably dispense the products we offer. If users encounter vending machines that have been affected by vandalism, malfunction or that contain undesirable products, our reputation may suffer and consumers may be deterred from patronising our vending machines, leading to lower revenue. Though we invest significant sums in monitoring the functioning of our vending machines, we cannot assure you that we will be successful in sustaining a positive user experience.

We operate in highly competitive industries, and if we do not compete effectively, we may lose market share or be unable to maintain or increase prices for our services.

The market segment of the food and beverage sector for in-between meals and snacks is highly competitive. Depending on location, our vending machines compete with many well-established cafés, fast-food restaurants, delicatessens, sandwich shops, take-out and food-delivery service companies, convenience stores and supermarkets. Our Office Coffee Services business competes with cafés, specialty coffee retailers and fast-food restaurants. As a result of this competitive environment, our suppliers have significant bargaining advantages because of the multiple channels through which they can sell and/or distribute their products.

In general, we believe the vending machine operator sector is characterised by extensive logistics, distribution and maintenance service requirements, the management of which is difficult and expensive for potential new entrants. Although we believe that there are relatively few companies in the vending machine operator business have the scale to compete with us, consolidation in the industry among existing operators could adversely affect us. Presently the market is highly fragmented and we believe we enjoy a strong competitive position, but we can provide no assurance that this will continue in the future.

To compete in the highly competitive vending machine operator market, we intend to continue investing in both our existing network of vending machines as well as deploying next-generation vending machines to expand the our business. However, as we expand, we may face significant competition from domestic and overseas players, particularly in France, Spain and Switzerland where we have limited market share and geographic coverage. Certain competitors may have greater capital and other resources and superior brand recognition than us and may be able to provide more sophisticated vending machines or adopt more aggressive pricing policies. These competitors may be able to undertake more extensive marketing campaigns, secure the most advantageous locations for their vending machines or otherwise make more attractive offers to customers and consumers. There can be no assurance that we will be able to compete successfully in such a marketplace and a loss in market share or other factors described above may have a material adverse effect on our business, financial condition and results of operations.

Furthermore, we face constraints on our ability to increase prices in response to competitive pressures or otherwise. For example, as of 30 June 2015, our Vending Business operated approximately 153,900 vending machines in four countries. As a technical matter, we have limited abilities to quickly reflect higher prices for our products stocked in our vending machines—machines must be reconfigured, in some cases at our facilities, to process different prices and in other cases displays must be manually updated—such actions usually require that the relevant vending machines be out of order for a period, reducing vends, and we may face increased logistical expenses associated with employee wages. Additionally, increasing operating costs, including redevance cost arrangements with certain customers, may offset improvements on margins that rising prices might otherwise produce. As a result, we cannot assure you that competitive forces will not require us to make investments into our vending machine stock, or that we can increase prices with sufficient flexibility and speed to preserve or increase on our margins, any of which could have a material adverse effect on our business, financial position and results of operations.

A failure of our key information technology, inventory management and maintenance systems or processes could have a material adverse effect on our ability to conduct our business.

We rely extensively on information technology, inventory management and maintenance systems to monitor the status of tens of thousands of vending machines. We also utilise a management software to manage our

Coin Service Business. These systems and processes include, but are not limited to, ordering and managing stock from suppliers, coordinating the logistics of restocking of our vending machines, distributing products to various locations, processing transactions, summarising and reporting results of operations, complying with regulatory, legal or tax requirements, and other processes necessary to manage the business. Because we believe our systems represent a significant competitive advantage, if such systems are damaged or cease to function properly, we may suffer interruptions in our ability to manage operations which could reduce our vends by impeding our ability to distribute products and restock our vending machines. These interruptions could be caused by any number of events, ranging from catastrophic events to power outages to security breaches, and our business continuity plans do not effectively compensate on a timely basis, or if our employees knowledgeable about such systems are unavailable or cease to work for us. Moreover, because consumer decisions to purchase snack food and other in-between meals products are contextually specific and can change on a day to day basis (or even during the course of a day), a lost vend due to a vending machine malfunction or a lack of stock cannot typically be recouped once the malfunction has been addressed and/or the vending machine has been restocked (i.e. a consumer who cannot purchase a product one day because of a malfunction would not typically, as a result, purchase two such products the following day once the malfunction has been addressed). Failures in our systems could therefore reduce our revenues, adversely affect our reputation among consumers and/or our customers, compromise our competitive position or otherwise have a material adverse effect on our business, financial condition and results of operations.

Disruptions in our supply and logistics chain could adversely affect us.

A disruption in our supply and logistics chain caused by transportation disruptions, customs delays or increased expenses (for instance related to the fuel of our vehicles), labour strikes, product recalls or any other unforeseen events could adversely affect our ability to restock our vending machines or repair, maintain and retrofit our vending machines. If we cannot secure alternative sources of supply or effectively manage a disruption if it occurs, daily vends and revenues could be reduced until we are able to address the situation and, as indicated above, we would be unlikely to recoup the loss of such vends. See "*—A failure of our key information technology, inventory management and maintenance systems or processes could have a material adverse effect on our ability to conduct our business"*. These events could reduce our revenues, require additional resources to restore our supply and logistics chain or otherwise adversely affect our business, financial condition and results of operations.

We are reliant on certain key manufacturers for the production of the vending machines we require to operate and expand our business.

We do not manufacture new vending machines, though we do have own our vending machine refurbishment and customisation capabilities. For new machines, we primarily rely on four manufacturers to supply us with the vending machines we require to operate and expand our business. We rely on these manufacturers to produce high-quality vending machines in adequate quantities to meet customer demands. The recent financial crisis has had a significant adverse effect on the financial position of certain of our suppliers, some of which are in financial distress. If one or more of our vending machine manufacturer partners were to experience severe financial difficulties or cease operations, our ability to source new vending machines or component parts could be disrupted and a prolonged interruption could significantly adversely affect our business. Any decline in quality, disruption in production or inability of the manufacturers to produce the machines in sufficient quantities, whether as a result of a natural disaster, labour strikes or other causes, could have a material adverse effect on our business, financial condition and results of operations.

Our business is exposed to fluctuations in costs related to fuel and other transportation inputs, food, coffee and other commodity prices.

Our business is exposed to various fuel and other transportation inputs, food, coffee and other commodity prices. Our Vending Business relies on frequent restocking and maintenance of vending machines at a multitude of locations while our Coin Service Business requires many trips to collect and deliver coins. As a result, we are exposed to fluctuations in costs related to fuel and other transportation inputs. In addition, we procure food and beverage products from suppliers, the costs of which are indirectly linked to fluctuations in the prices of certain commodities, such as corn which may affect the price of crisps and beverages sweetened with corn syrup and plastics which may affect the price of the packaging component of the products we procure. We sell hot coffee drinks through our Office Coffee Services business (approximately 6.7 per cent. of revenues for the year ended 31 December 2014) and through vending machines which include hot beverage options (approximately 44.6 per cent.

of revenues for the year ended 31 December 2014). Supply and price of coffee beans can be affected by multiple factors, such as weather, pest damage, politics, competitive pressures and economics in the producing countries. There can be no assurance that we will be successful in passing on cost increases to customers without losses in vends, revenues or gross margin.

Our Coin Service Business may not contribute to our revenues to the degree that we expect.

In March 2011, we acquired our Coin Service Business, representing a new business area for us. Any efforts to grow our Coin Service Business may divert significant resources and management attention from our Vending Business which could have a material adverse effect on our business, financial condition and results of operations. Moreover, to the extent that coins fall out of favour by consumers or otherwise are replaced by banknotes or electronic methods of payments, our Coin Service Business may be adversely affected.

Our Coin Service Business involves the movement of large sums of money, and, as a result, our business is particularly dependent on our ability to process and settle transactions securely, accurately and efficiently.

Our Coin Service Business, which represented 4.8 per cent. of our total revenues for the year ended 31 December 2014, requires the effective transfer of large sums of money between many different locations. In the year ended 31 December 2014, we performed coin management, including collection, packaging and delivery for approximately €2.0 billion equivalent in coins from both our vending machines and for a variety of third-party customers, including banks, large retailers, parking and vending operators, train and highway stations ticket offices and public authorities. Our Coin Service Business is also a regulated activity and breach of applicable rules may result in fines and/or criminal sanctions. Furthermore, because we are responsible for large sums of money that are substantially greater than the revenues generated, the success of our business particularly depends upon the efficient, secure, and error-free handling of the money. We rely on the ability of our employees and our operating systems and network to process these transactions in a secure, efficient, uninterrupted and error-free manner. Transportation of large sums of money also exposes us to the risk of loss or theft. In the event of a breakdown, catastrophic event, security breach, improper operation or any other event impacting our systems or network or our vendors' systems or processes, or improper actions taken by employees, or third parties, we could suffer financial loss, loss of consumers or the sums entrusted to us, damage to our reputation.

Our business requires capital expenditures which may divert significant cash flow from other investments or uses, including debt servicing.

We currently manage approximately 153,900 vending machines in our Vending Business, including automatic vending machines and semi-automatic vending machines. As part of our business model, we acquire new vending machines for new customer sites, we refurbish vending machines and we replace those that reach obsolescence, both from our existing installed vending machine base and those of the companies we may acquire. In the years ended 31 December 2012, 2013 and 2014, our total capital expenditures for vending machines and related equipment were €26.5 million, €23.5 million and €17.1 million, respectively. Though we have established our own in-house maintenance and repair capabilities, we can provide no assurance that our capital expenditure will not increase, and such increases may divert significant cash flows from other investments or uses, including debt servicing, which could have a material adverse effect on our business, financial condition and results of operations.

Certain products we sell are susceptible to seasonal variation and sustained periods of abnormal weather can have a material adverse effect on our business.

Our vends of certain products have historically been affected by seasonal variation. Our vending machines include cold drinks, ice cream and water which have historically tended to enjoy increased vends during the summer months. However, if a summer is unseasonably cool, it causes a significant reduction in sales of cold beverages, as happened in 2014. A reduction in cold beverage sales mostly affects our travel sub-segment, traditionally one of our more profitable sub-segments. Coffee vends exhibit less variation, but can also be affected by seasonal factors, especially for our vending machines inside offices and government buildings, where vends are lower during holiday times. In addition, severe weather can influence consumer traffic patterns in high-traffic areas. If transportation services are closed due to heavy snow or rain, our vending machines in those locations will effectively have no patrons and vends lost on a particular business day cannot typically be recouped in the future. See "*—A failure of our key information technology, inventory management and maintenance systems or processes could have a*

material adverse effect on our ability to conduct our business". There can be no assurance that we will continue to manage effectively the stocking of our products influenced by seasonal variation or that severe weather events will not reduce our vends at certain locations, the occurrence of which could have a material adverse effect on our business, financial condition and results of operation.

Perishable food product losses could materially impact our results.

The products we stock in the vending machines we operate include fresh fruit, yoghurts and other perishable items. Due to regulatory and consumer efforts and our responses thereto, we may increase the amount of fresh and perishable products in our automatic vending machines, which could result in greater costs connected with restocking and removal of expired or perishable food items. We rely upon our inventory and distribution system and upon our logistics professionals to monitor the status of our vending machines. Although our agreements with certain suppliers allow us to return expired or unusable food products, potential extended power outages or transportation delays could result in perishable food losses which could cause us to lose vends, could adversely affect our reputation among customers or consumers or could otherwise have a material adverse effect on our business, financial condition and results of operations.

The loss of major customers and/or the inability to establish new customer relationships could adversely affect our business, financial condition and results of operations.

We place our vending machines through contracts with third parties, primarily through relationships with numerous small private customers and to a certain extent, arrangements with large institutional customers. Vending machines placed with our large institutional customers are concentrated at key traffic sites at train and subway stations, highway service stations and airports. During the year ended 31 December 2014, our top 100 customers (which may include affiliates of the same groups) and top 20 customers in Italy accounted for approximately 33 per cent. and 18 per cent. of our Vending Business revenue, respectively, while in France, Spain and Switzerland, our top 100 customers accounted for approximately 39 per cent., 50 per cent. and 100 per cent. of our total Vending Business revenue generated in those countries, respectively.

Most of our arrangements with institutional customers are evidenced by written contracts which have terms that generally range from two to six years (with some concessions having a longer duration) and contain termination clauses as well as automatic renewal clauses, in certain specific cases connected to the attainment of certain revenue targets. During the term of these arrangements, we have exclusive rights to place vending machines at specified locations. We compete to maintain existing accounts and to establish new relationships in our core markets, however we can give no assurance of our ability to renew existing contracts or enter into new contracts. We also maintain contracts with public and local entities and establishments that provide public services, such as hospitals, government buildings and schools, which have terms that generally range from three to five years and, pursuant to EU and Italian public tenders law, such contracts cannot be renewed absent a new auction process involving at least five participants. We can give no assurance that we can successfully compete in subsequent auction processes for public service contracts, or that such public service establishments will continue to welcome vending machines on their premises. We are also subject to risk that contracts with certain customers could face legal challenge because the relevant contracting entity determined that the public tender rules were not applicable and therefore, were not followed or that the contracts were entered into without an auction process.

While we believe that our customer base is diverse, we can provide no assurance that the loss of any single customer or group of customers would not materially adversely affect our business, financial condition and results of operations. In addition, if we are unable to effectively redeploy vending machines from discontinued locations on a timely basis to equally desirable locations, our business, financial condition and results of operations could be adversely affected.

Our insurance is limited and subject to exclusions, and depends on the ongoing viability of our insurers; we may also incur liabilities or losses that are not covered by insurance.

We operate a significant number of facilities and a large vehicle fleet dedicated to restocking. Our vending machine network represents our single largest fixed asset. We currently have in place a number of different insurance policies that cover property damage, environmental liabilities and losses due to the interruption of our business, subject to customary conditions. Our vending machines are insured against third party claims and they

carry certain insurance protection against damage or vandalism. Our other fixed assets, such as technical equipment used in distribution, restocking and vending machine refurbishment, information technology and office equipment, are protected by a bundled industrial insurance policy (damages from fire, catastrophes, theft, flood and severe weather) that includes a business interruption insurance when business interruption is caused by an insured property damage.

We believe that our insurance coverage is adequate to cover the risk of loss resulting from any damage to our property or the interruption of any of our business operations. However, the insurance policies are subject to limits and exclusions. Furthermore, we do not have insurance coverage for all interruptions as a result of operational risks because such risks cannot be insured or can only be insured on unreasonable terms. There can be no assurance that our insurance program would be sufficient to cover all potential losses, that we will be able to obtain sufficient levels of property insurance coverage in the future or that such coverage will be available on terms acceptable to us. In addition, recent turmoil and volatility in the global financial markets may adversely affect the insurance market. This may result in some of the insurers in our insurance portfolio failing and being unable to pay their share of claims.

Moreover, certain types of losses, such as those resulting from earthquakes, floods, hurricanes, environmental hazards or terrorist acts, breach of law or regulation, may be uninsurable or not economically insurable. In addition, there is no protection against the risk that customers will fail to pay in fully or on time. We will use our discretion in determining amounts, coverage limits, deductibility provisions and the appropriateness of self-insuring with a view to maintaining appropriate insurance coverage at a reasonable cost and on suitable terms. If we suffer an uninsured or underinsured loss, we could lose all or a portion of the capital we have invested in a business or property as well as the anticipated future revenues from such business or property. Such uninsured or underinsured losses could harm our business, financial condition and results of operations.

We are exposed to credit risk related to our customers that may cause us to make larger allowances for doubtful trade receivables or incur write-offs related to impaired debts.

As of 31 December 2014, we had €9.1 million in trade receivables from customers resulting from sales hot beverage single-use drink pods (mostly coffee), cups and stirrers which we provide to our Office Coffee Services customers and typically invoice our customers at the time of each delivery. Although we review the credit risk related to our customers regularly, such risks may be exacerbated by events or circumstances that are inherently difficult to anticipate or control. While many customers pay their receivables within 30 to 60 days, we have in the past experienced periods when the amount of trade receivables that are overdue by 91 days have increased significantly. Our allowance for impairment was €1.6 million as of 31 December 2014, representing 7.5 per cent. of our gross trade receivables but we cannot guarantee that these provisions will be sufficient. The amount of our provision for bad debts is based on our assessment of historical collection trends, business and economic conditions and other collection indicators. However, we can make no assurance that bad debts associated with delinquent payments or non-payment by our corporate customers will not increase.

If the macroeconomic conditions in Italy, France and Spain continue to deteriorate, we cannot assure you that we will not have to increase our provisions for impaired debts relating to debts owed to us, which could have a material adverse effect on our business, financial condition and results of operations.

Our operations could be adversely affected if we are unable to retain key employees.

We depend on certain key executives and personnel for our success. Our performance and our ability to implement our strategies depend on the efforts and abilities of our executive officers and key employees. Our operations could be adversely affected if, for any reason, a number of these officers or key employees do not remain with us. In the event that such key personnel choose not to remain with us, there is a risk that they may join a competing business. While employment contracts for key personnel contain non-compete arrangements, there is no assurance that these arrangements will be enforceable. Furthermore, there may be a limited number of persons with the requisite skills to serve in these positions and we may be unable to replace key employees with qualified personnel on acceptable terms. Our ability to recruit, motivate and retain personnel is important to our success and there can be no assurance that we will be able to do so given the market in which we operate.

Higher employment costs may have a material adverse effect on our business, financial condition and results of operations.

Labour costs have been increasing steadily in our business over the past several years. Our labour costs may rise faster than expected in the future as a result of increased workforce activism, government decrees and changes in social and pension contribution rules meant to reduce government budget deficits or to increase welfare benefits to employees. We may not manage to offset the increase in labour costs through productivity gains. If employment costs increase further, our operating costs will increase, which could, if we cannot recover these costs from our customers through increased selling prices or offset them through productivity gains or other measures, have a material adverse effect on our business, financial condition and results of operations.

Any negative impact on the reputation of the brand names of certain of the key products we sell may adversely affect our competitive position. We may also be affected by failure to protect our proprietary know-how and trade secrets.

We stock and sell in our vending machines certain brand name products (for example, coffee brands such as Nespresso™ or Lavazza™) whose brands are owned by our suppliers or other third parties. We have limited control over such brands and any failure on the part of the owners of such brands to defend their intellectual property rights or preserve and build their brands' reputations could compromise such reputations or the public's perception of such brands, diminishing the value of such brands and potentially adversely impacting our sales and/or our own reputation.

We also rely upon unpatented proprietary know-how and other trade secrets to develop and maintain our competitive position. While it is our policy to enter into confidentiality agreements with our employees and third parties to protect our intellectual property, there can be no assurances that our confidentiality agreements will not be breached; such agreements will provide meaningful protection for our trade secrets or proprietary know-how; or adequate remedies will be available in the event of an unauthorised use or disclosure of these trade secrets or know-how. In addition, litigation may be necessary to enforce our intellectual property rights or to determine the validity and scope of the proprietary rights of others. Such resultant intellectual property litigation could result in substantial costs and diversion of resources, may result in counterclaims or other claims against us and could harm our business significantly.

We may engage in hedging transactions in an attempt to mitigate exposure to interest rate fluctuations and other portfolio positions which may be unsuccessful or expose us to contingent liabilities.

We may utilise derivative instruments, including options and futures, to hedge against fluctuations in interest rates. For a variety of reasons, we may not elect to correlate our exposure and such hedging activity, leaving us exposed to interest rate variations. Conversely, we may enter into hedging transactions upon belief that rates are trending in a particular direction only to discover that rates exhibit the opposite behaviour; derivative transactions may be costly to unwind or may prevent us from realising gains from favourable interest rate environments. The occurrence of any such circumstances could have a material adverse effect on our business, financial condition and results of operations.

Legal, Taxation and Regulatory Risks

The performance of our business is negatively affected by VAT rates on food and beverage items sold in vending machines and any further increase in VAT could require us to incur additional costs and have an adverse effect on our business, results of operations and financial condition.

Our vending machine business operates primarily in Italy and we also have operations in France, Spain and Switzerland. Any of these countries may adopt new tax laws or modify existing laws to increase taxes, especially VAT rates, applicable to the products that consumers purchase from our vending machines. As of 1 January 2014, the Italian VAT rate applicable to vending machine products increased from 4.0 per cent. to 10.0 per cent. In addition, as of the same date, the French VAT rate applicable to confectionary items increased from 19.6 per cent. to 20.0 per cent. and to hot drinks rose from 7.0 per cent. to 10.0 per cent. but decreased from 5.5 per cent. to 5.0 per cent. for canned beverages. Furthermore, according to stability law approved by the Italian parliament at the end of December 2014 (the "**Stability Law**"), the Italian government agreed with the European Union to respect certain

budgetary restrictions and achieve certain spending cuts. If the Italian government does not respect these budgetary restrictions and spending cuts, the Stability Law provides for increases in VAT of 2 per cent. as of 1 January 2016, an additional 1 per cent. as of 1 January 2017 and an additional 0.5 per cent. as of 1 January 2018. Although we can make no assurances, it does not appear that the 2016 2 per cent. VAT increase will take effect, since the Italian government has approved certain fiscal measures aimed at achieving the necessary budget restrictions. However, we cannot guarantee that the Italian government will be able to take steps sufficient to avoid the increases in either or both of 2017 or 2018.

VAT increases affect the prices consumers pay for food and beverage items, reducing their purchasing power at a time when the Italian, French and Spanish economies are experiencing only slight growth, if any, and high levels of unemployment. For vending machine operators such as the Group, we are obliged to respond to the new VAT rates by discussing with our customers the re-pricing of the food and beverage items sold in vending machines on their premises. As many of our contracts do not contain automatic pass-through mechanisms, our regional and area managers must engage with customers to reach an agreement. Following the agreement to raise selling prices, our machine operators must re-price items on display in our vending machines. For automatic vending machines equipped with digital price displays, this may be relatively simple, however, for the majority of our vending machine base with conventional displays, re- pricing has cost and time implications. An increase in VAT also reduces the reimbursement we receive from the tax authorities that covers the differential between the VAT we pay for the food and beverage items we purchase from suppliers for stocking our vending machines (generally between 20 and 22 per cent. in Italy) and the applicable VAT that consumers pay at the point of sale.

In addition, as of 31 December 2014, we had €10.5 million in unpaid VAT refunds due to us from the Italian government. When we purchase our inventory in Italy, we pay VAT equal to 22 per cent. of the purchase price. When consumers purchase items from our vending machines, however, they paid, prior to 1 January 2014, VAT equal to 4 per cent., and following 1 January 2014, pay VAT equal to 10 per cent. following the entry into force of Italian Law Decree No. 63 of 4 June 2013. Pursuant to applicable law, the Italian government refunds us the difference in VAT we pay to purchase inventory and the VAT paid by consumers. However, these payments have been significantly delayed. These delays have become exacerbated in recent years, but have recently begun to decline. VAT refunds sometimes take as long as two years, and we have no way of knowing if such payment periods will be extended further in the future. Moreover, any tax audits or investigations as well as any tax litigation may result in significant delays in the payment of such VAT refunds.

As a result of the above, the increase in VAT as of 1 January 2014 has, and any further increase of VAT in a market where we operate may, negatively affect our revenue and increase our operating costs and could have a material adverse effect on our business, financial condition and results of operations.

The food and beverage industry is highly regulated and our business could be materially adversely affected by changes in governmental regulation and legislation or by associated compliance costs. Moreover, failure to comply with governmental regulations could result in the imposition of fines or restrictions on operations and remedial liabilities.

The food and beverage industry is highly regulated by local, national and European legislation related to nutritional information, food safety and hygiene, public tenders for placement of vending machines on public premises and increasingly, broader public health and diet concerns. For example, EU Regulation 853/2004 regulates, among other things, the temperature settings of vending machines that stock products made from or containing animal products, such as meats and cheeses. National legislation mandates, among other things, the temperatures we must store certain products. We may also be affected in the future by requirements regarding energy consumption of our vending machines and the use of recyclable or biodegradable containers in connection with our Office Coffee Service machines. Moreover, to the extent any design or technical flaws result from our refurbishment of vending machines, we may be liable for any damages caused thereby. In addition, diet concerns motivate certain regulations that affect the products we can offer for sale in our vending machines. France, for example, only allows vending machines in schools to stock products such as edible seeds, unsalted nuts and fruit and vegetables. No confectionery, chocolates or crisps are allowed and the only permissible beverages are water, pure fruit juices, yoghurt and milk drinks, low-calorie hot chocolate, tea and coffee. The restrictions placed on the French market in relation to vending machines in schools may become more widespread, even in the private sector. Such restrictions could require us to stock less profitable products in our vending machines and/or products that are less appealing to consumers and generate less revenue. If this were to occur in France, and/or if such regulations were to spread to Italy or Spain,

then it may have a material adverse effect on our business, financial condition and results of operations. See "*Information About the Group—Business Description of the Issuer and the Group (Including the Future Guarantors)—Regulation and Quality Control*".

Furthermore, compliance with laws and regulations requires substantial capital expenditures, and failure to comply could result in the imposition of fines and other remedial measures (including the shutdown of the premises). Any such costs could adversely affect our business, financial condition and results of operations. Moreover, applicable laws and regulations could change or be interpreted differently, which could result in substantially similar risks.

We are susceptible to claims of anti-competitive practices.

Part of our overall strategy is to be a market leader in the markets where we operate. For this reason and taking into particular consideration our leading position in Italy, we may be accused of the abuse of our position or the use of anti-competitive practices. This risk may increase in the event we acquire companies that have strong market leading position in Italy or any of the other countries in which we operate. Any such claims could adversely affect our reputation, potentially result in legal proceedings that could have an impact on our business, financial condition and results of operations and require us to divest assets in markets where we have a dominant position. Such claims could also impair our acquisition growth strategy. Before certain future acquisitions may be consummated, we may need to seek approvals and consents from regulatory agencies or there may be applicable waiting periods that will need to expire. We may be unable to obtain such regulatory approvals or consents, or in order to obtain them, we may be required to dispose of assets or take other actions that could have the effect of reducing our vends, profit, or cash flows. Even if regulatory authorities do not require disposals or other actions, the regulatory approval process triggered by our leading position or claims of anti-competitive practices may have the effect of delaying acquisitions. See "*Information About the Group—Business Description of the Issuer and the Group (Including the Future Guarantors)—Legal Proceedings—The Future Guarantors—IVS Italia—Italian Antitrust Authority Investigation*".

We are subject to risks related to litigation and other legal proceedings in the normal course of our business and otherwise.

We are subject to the risk of legal claims and proceedings and regulatory enforcement actions in the ordinary course of our business and otherwise. From time to time, we have been party as defendant or plaintiff in various claims and lawsuits incidental to the ordinary course of our business, such as those related to labour issues, restitution of retainers, and challenges to public tenders won or lost. While we believe none of the legal proceedings to which we are party expose us to material liabilities, the results of pending or future legal proceedings are inherently difficult to predict and we can provide no assurance that we will not incur losses in connection with current or future legal or regulatory proceedings (including tax audits) or actions that exceed any provision we may set aside in respect of such proceedings or actions or that exceed any insurance coverage available, which may have a material adverse effect on our business, financial position and results of operations. See "*Information About the Group—Business Description of the Issuer and the Group (Including the Future Guarantors)—Legal Proceedings*".

We may face labour disruptions that could interfere with our operations and have a material adverse effect on our business, financial condition and results of operations.

We currently employ more than 1,850 employees in Italy and more than 350 employees in France, Spain and Switzerland. Although management believes that its relationship with employees is generally good, there can be no assurance that there will not be labour disputes and/or adverse employee relations in the future. Disruptions of business operations due to strikes or similar measures by our employees or the employees or any of our significant suppliers could have a material adverse effect on our business, financial condition and results of operations. See "*— A failure of our key information technology, inventory management and maintenance systems or processes could have a material adverse effect on our ability to conduct our business".*

We are from time to time involved in various tax audits and investigations and we may face tax liabilities in the future.

We are from time to time subject to tax audits and investigations by the tax authorities in the countries where we operate, which include investigations with respect to the direct tax and indirect tax regime of any of our transactions and/or value-added tax classification of products sold through our vending machines. On 6 May 2015, we received notice from the Italian tax authority (*Agenzia delle Entrate*) that our results for the years ended 31 December 2010, 2011 and 2012 are subject to audit. Although the Italian tax authority has begun the audit process, the process remains in its early stages and as such we are not in a position to estimate its effects on our operations or any potential additional taxes for such periods, penalties or fees. Adverse developments in these laws or regulations, or any change in position by the relevant taxing authority regarding the application, administration or interpretation of these laws or regulations, could have a material adverse effect on our business, financial condition and results of operations or on our ability to service or otherwise make payments on the Notes and our other indebtedness. In addition, the relevant tax authorities may disagree with the positions we have taken or intend to take regarding the tax treatment or characterisation of any of our transactions. We could also fail, whether inadvertently or through reasons beyond our control, to comply with tax laws and regulations relating to the tax treatment of various of our transactions or financing arrangements, which could result in unfavourable tax treatment for such transactions or arrangements, and possibly lead to significant fines or penalties. It may be necessary to defend our tax filings in court if a reasonable settlement cannot be reached with the relevant tax authorities and such ensuing litigation could be costly and distract management from the other affairs of our business. Tax audits and investigations by the competent tax authorities may generate negative publicity which could harm our reputation with customers, suppliers and counterparties. We can provide no assurance that the financial impact of any adverse tax adjustment in connection with our business would not have a material adverse effect on our business, financial condition and results of operations.

If an individual within our Group, or a third party acting on behalf of any Group entity, commits certain crimes, we and/or that Group entity may be subject to administrative liability and may face the application of sanctions, also on an interim basis, that include the prohibition to contract with public entities, termination of existing contracts and concessions, revocations or restrictions of licences and the seizures of profits arising from the crime.

The real and perceived integrity of our employees, executives and systems is critical to our ability to attract customers and comply with applicable regulations. Our reputation in this regard is an important factor in our business dealings with governmental authorities and our business partners and customers. Accordingly, a finding of improper conduct on our part, or on the part of one or more of our current or former employees or another related party that is attributable to us, or a system security defect or failure attributable to us, or an allegation of such conduct that impairs our reputation, could result in civil or criminal liability for us and could have a material adverse effect upon our business, results of operations and financial condition including our ability to retain or renew existing concessions, contracts (including with public entities) and licences or obtain new concessions, contracts (including with public entities) and licences.

The tender process and the award of contracts by public authorities and concessions involve risks associated with fraud, bribery of officials involved in the tender process and corruption or allegations thereof. Although we maintain internal monitoring systems, we may be unable to detect or prevent every instance of fraud, bribery, corruption and other crimes committed in relation to our activities involving our employees or agents in the future.

We may therefore be subject to civil and criminal penalties and to reputational damage as a result of such occurrences. Proceedings and convictions even if not definitive (*i.e.*, subject to further appeal), with regard to certain crimes including, *inter alia*, bribery, corruption and non-compliance with the provisions of Law No. 136 of 13 August 2010, concerning the traceability of the funds flow may render us ineligible to maintain our awarded contracts and concessions or to participate in future public tenders to acquire or renew contracts (including with public entities) and concessions. The involvement or association of our employees or agents with fraud, bribery, corruption and other crimes committed in relation to our activities, or allegations or rumours relating thereto, could have a material adverse effect on our business, results of operations and financial condition.

Italian Legislative Decree No. 231 of 8 June 2001 ("**Decree 231**") allows Italian corporate entities to implement compliance procedures to defend themselves against the administrative liability that may attach to them under Decree 231 for crimes committed in their interest or to their advantage by individuals who have a functional relationship with such corporate entities, such as employees, directors and representatives. Crimes which could cause a corporate entity's administrative liability pursuant to Decree 231 include, among others, those committed when dealing with public administrations (including, *inter alia*, corruption, bribery, fraud in public procurement, misappropriation of public contributions and fraud to the detriment of the state), corporate crimes, environmental crimes and crimes of manslaughter or serious injury in violation of provisions on health and safety at workplace. OMCs provide a defines from administrative liability to corporate entities that have implemented an OMC in compliance with Decree 231 and have appointed an independent officer or body, such as a supervisory body (*Organismo di Vigilanza*), to supervise such OMC. The Issuer and IVS Italia have adopted OMC models. The adoption of an OMC model by a company does not in itself preclude the application of sanctions under Decree 231, and failure to update these OMC models increases the risk that administrative liability under Decree 231 may attach. If a crime falling within the scope of Decree 231 is committed, the court will examine the controls implemented by the relevant company and, where the controls are considered to be inadequate, implemented ineffectively or insufficiently monitored, the Company could be subject to economic sanctions, (fines and confiscation of profits) and legal sanctions which could include: (i) prohibition from continuing the business affected by the criminal offenses; (ii) suspension and revocation of current or future authorisations, licences or concessions; (iii) prohibition from contracting with public authorities; (iv) exclusion from subsidies, loans contributions or, where applicable, the revocation of those already granted; and (v) prohibition on publicising goods or services. The duration of these disqualifications ranges from a minimum of three months to a maximum of two years (in very serious cases, however, some of these disqualifications can be applied permanently).

We may also be liable if it is determined that our internal anti-corruption controls and policies are inadequate or are not effectively implemented. If we are, or one of our Group companies is, found liable under Decree 231 and sanctions are imposed, our authorisations, licences, concessions and financing agreements may be terminated (or our ability to draw under financing agreements may be suspended) and we may face temporary or permanent suspension of our operations, debarment from contracting with public authorities and debarment or cross-debarment from public funding, which could have a material adverse effect on our business, financial condition and results of operations.

Under Italian law, any Office of the Public Prosecutor is subject to a constitutional duty to initiate a criminal investigation as soon as it becomes aware that a crime might have been committed. This implies that, regardless of the apparent merits of a case, if an individual having a functional relationship with any of our Group companies is deemed to have committed a crime falling within the scope of Decree 231, both that individual and the relevant Group company will face a criminal investigation. Furthermore, pending these criminal investigations, if reasonable grounds exist for suspecting that crimes similar in nature to those being investigated might be committed, a criminal judge may order the application of any of the aforementioned sanctions as interim measures.

An administrative proceeding relating to alleged crimes falling within the scope of Decree 231, even if ultimately such proceeding discharges the relevant Group entity, could be costly and could divert management's attention away from other aspects of our business. Any such proceedings may also cause adverse publicity and reputational harm, and may have a material adverse effect on our business, financial condition, results of operations or prospects.

Risks Related to the Group's Capital Structure

The Issuer will be largely dependent on receiving payments from other members of the Group to make payments on the Notes. Such other members may not be able to make such payments in some circumstances.

The Issuer is a holding company, with limited revenue-generating operations of our own. As a result, in order to make payments on the Notes, we will be dependent on receiving payments from our subsidiaries in the form of dividends and the making, or repayment, of loans and advances. The ability of our subsidiaries to make payments to us (or, in the case of Future Guarantors, once the Future Guarantees have been granted, to meet the obligations of their Future Guarantees) will depend on their results of operations, cash flows and earnings, which, in turn, will be affected by all of the factors discussed in these "*Risk Factors*". Furthermore, certain of our operating subsidiaries have debt agreements, and payments under those agreements may inhibit the ability of certain members of our

Group to make distributions or other payments to creditors. We cannot assure you that arrangements with our subsidiaries will provide us with sufficient dividends, distributions or loans to fund payments on the Notes if and when required.

We are controlled by IVS Partecipazioni whose interests may not be fully aligned with the interests of the Noteholders.

As of the date of this Prospectus, IVS Partecipazioni, a vehicle formed by Mr. Cesare Cerea and certain other legacy shareholders of IVS Group Holding beneficially owns 63.2 per cent. of our Class A Shares and controls 65.6 per cent. of our voting rights. See "*Information About the Group—Principal Shareholders—The Issuer—Share Capital and Principal Shareholders*". In addition, as of 10 June 2013 (the last date on which the Issuer has information), Mr. Vito Gamberale, Giovanni Revoltella, ITA1 SV LP (a limited liability partnership organised under the laws of Guernsey and controlled by Dr. Roland Berger, Mr. Florian Lahnstein and Mr. Gero Wendenburg) and Generali PanEurope) (each a "**Founder**" and collectively, the "**Founders**") held 3.5 per cent. of our Class A Shares and 100.0 per cent. of our Class B2 and Class B3 Shares. Pursuant to a shareholders' agreement between IVS Partecipazioni and the Founders, the Founders have agreed to vote their Class B2 and Class B3 Shares according to the written instructions of IVS Partecipazioni. See "*Information About the Group—Principal Shareholders—The Issuer—IVS Shareholders' Agreement*". The interests of our principal shareholders may not in all cases be aligned with your interests. For example, if we encounter financial difficulties or are unable to pay our debts as they mature, the interests of IVS Partecipazioni might conflict with your interests as a Noteholder. In addition, IVS Partecipazioni may have an interest in causing our Board of Directors to declare dividends, incur additional indebtedness or pursue acquisitions, divestitures, financings or other transactions that, in its judgment, could enhance its equity investments, even though such transactions might involve risks to you as a Noteholder.

We are exposed to risks related to Group companies that include minority shareholders.

We conduct our business through operating subsidiaries. In some instances, third-party shareholders hold minority interests in these subsidiaries; such third parties are generally the former owners of such operating subsidiaries our Vending Business has subsequently purchased. We also operate our Coin Service Business with third party non-controlling shareholders. While we generally consider entering into such partnerships or investments to be positive developments, various disadvantages may also result from the participation of minority shareholders whose interests may not always coincide with ours. Some of these disadvantages may, among other things, result in our inability to implement organisational efficiencies and transfer cash and assets from one subsidiary to another in order to allocate assets most effectively. We may also incur liabilities related to earn-out or put and call agreements we have signed with sellers of acquired businesses.

We have recorded a significant amount of goodwill and we may not realise the full value thereof.

We have recorded a significant amount of goodwill. As of 31 December 2014, our total goodwill, which represents the excess of the cost of acquisitions over our interest in the net fair value of the assets acquired and liabilities and contingent liabilities assumed, amounted to €340.4 million, representing 45.5 per cent. of our total assets. Goodwill is recorded on the date of acquisition and, in accordance with IFRS, is tested for impairment annually and whenever there is any indication of impairment. Impairment may result from, among other things, deterioration in our performance, a decline in expected future cash flows, adverse market conditions, adverse changes in applicable laws and regulations and a variety of other factors. The amount of any impairment must be expensed immediately as a charge to our income statement. Following the completion of the purchase price allocation relating to each acquisition we may consummate, goodwill will be tested annually for impairment. Any future impairment of goodwill may result in material reductions of our income and equity under IFRS.

The international scope of our operations and our corporate and financing structure may expose us to potentially adverse tax consequences.

We are subject to taxation in and to the tax laws and regulations of multiple jurisdictions as a result of the international scope of our operations and our corporate and financing structure. We are also subject to intercompany pricing laws, including those relating to the flow of funds among our companies pursuant to, for example, purchase agreements, licensing agreements or other arrangements. Adverse developments in these laws or regulations, or any change in position by the relevant authority regarding the application, administration or interpretation of these laws

or regulations in any applicable jurisdiction, could have a material adverse effect on our business, financial condition and results of operations or on our ability to service or otherwise make payments on the Notes and on our indebtedness. In addition, the tax authorities in any applicable jurisdiction may disagree with the positions we have taken or intend to take regarding our tax residency for tax purposes, the tax treatment or characterisation of any of our transactions, including the tax treatment or characterisation of our indebtedness, including the Notes, existing and future intercompany loans and guarantees or the deduction of certain interest expense. If any applicable tax authorities were to: (i) successfully challenge the tax treatment or characterisation of any of our intercompany loans or transactions; or (ii) impose additional registration or other taxes, it could result in the disallowance of deductions, a limitation on our ability to deduct interest expense, the imposition of withholding or other taxes, the imposition of taxes on internal deemed transfers and the application of significant penalties and accrued interest. These consequences could have a material adverse effect on our business, financial condition, results of operations and cash flows or on our ability to service or otherwise make payments on the Notes or the ability of the Group to make payments on the intercompany loans made in connection therewith.

The applicability of Luxembourg law to us and our corporate actions would be uncertain if it were to be established that our head office were not in Luxembourg.

Luxembourg law on commercial companies dated 10 August 1915, as amended (the "**Luxembourg Companies' Law**") does not define the "head office" (*administration central*) for Luxembourg companies but states that the domicile of a commercial company is located at the seat of its central administration (*siège de l'administration centrale*) and further establishes an assumption according to which, until evidence to the contrary is presented, the central administration of a company is deemed to coincide with its registered office (*siège statutaire*). Therefore, the determination thereof is essentially a factual question. Under Luxembourg case law, factors that courts consider in determining the location of a company's head office include the place of meetings of its corporate bodies, the location of its books and records and the place of the company's daily management. Since the Merger, all of our meetings of the board of directors at which board members were physically present and an extraordinary shareholders' meeting have taken place in Italy and, as of 31 December 2014, we believe our operational headquarters was in Italy. If it were to be established that our head office were not in Luxembourg, the applicability of Luxembourg law to us and our corporate actions would be uncertain. It is difficult to predict the legal consequences if Luxembourg law were deemed not to apply to us (including the effect on our corporate power and authority under Luxembourg law).

We note that the Luxembourg Public Prosecutor (*Procureur d'État*) may request the Luxembourg District Court (*Tribunal d'Arrondissement*) to seek remedial measures against companies that violate the Luxembourg Companies' Law and that such measures, in extreme circumstances (and when in the interest of a company's third party creditors), could include dissolution and liquidation. Although we believe that we are in compliance with the Luxembourg Companies Law in a manner sufficient to preserve our Luxembourg existence and domicile and our power and authority to execute and perform all relevant obligations under the Notes, we can provide no assurance with respect to the legal effect of a determination that our head office is not in Luxembourg.

Risks Related to the Group's Financial Condition

Our significant leverage may make it difficult for us to service our debt, including the Notes, and operate our businesses.

Upon completion of the Offering, and before the Existing Notes Redemption, our gross leverage will increase significantly and we will have a substantial amount of outstanding debt with significant debt service requirements. At 30 June 2015, on an as adjusted basis after the Offering, assuming a Maximum Offer Amount of €240.0 million and the related transaction costs (but not adjusted for the Existing Notes Redemption), our consolidated debt would have been €591.6 million. Our significant leverage could have important consequences for you as a Noteholder, including:

- making it more difficult for the Issuer and the Future Guarantors (once the Future Guarantees have been granted) to satisfy their obligations with respect to the Notes, the Future Guarantees and their other debt and liabilities;

- requiring the Issuer's operating subsidiaries to dedicate a substantial portion of their cash flow from operations to payments on debt, reducing the availability of cash flow to fund internal growth through capital expenditures and for other general corporate purposes;

- increasing the Group's vulnerability to economic downturns in our industry;

- exposing the Group to interest rate increases;

- placing the Group at a competitive disadvantage compared to its competitors that have less debt in relation to cash flow;

- limiting the Group's flexibility in planning for, or reacting to, changes in our business and our industry;

- restricting the Group from pursuing acquisitions, or exploiting certain business opportunities;

- limiting, among other things, the Group's ability to borrow additional funds or raise equity capital in the future and increasing the costs of such additional financings; and

- subjecting the Group to a greater risk of non-compliance with financial and other restrictive covenants in its debt facilities.

Under the Terms and Conditions we have undertaken to complete the Existing Notes Redemption on or before the Longstop Date and in such an amount as to result in the redemption of at least €200.0 million aggregate principal amount of the Existing Notes (including the pro rata share of the Existing Notes held by the Group at the Existing Notes Redemption Date). Following the Existing Notes Redemption we expect to retain a significant amount of indebtedness, including, possibly an unredeemed portion of the Existing Notes in case we do not redeem them, or cause them to be redeemed, in full.

In addition, our compliance with the financial covenants set forth in the Terms and Conditions will not be measured for the first time until December 31, 2016, and the results of that measurement will not be reported until within 140 days following such date. See "*Terms and Conditions of the Notes—Covenants Financial Covenants*".

Despite the Group's current significant leverage, we may be able to incur more debt in the future, which could further exacerbate the risks of our leverage. This additional debt may be structurally senior or have a senior security interest with respect to the Notes.

The Group has incurred significant amounts of debt and may incur more debt in the future. The Terms and Conditions do not prohibit us from incurring additional debt, provided that financial covenants and the negative pledge covenant under the Terms and Conditions are complied with, including by non-Future Guarantors or debt that is secured on assets of the Group, which debt would be satisfied ahead of the Notes and the Future Guarantees (once they have been granted). The incurrence of additional debt would increase the leverage-related risks described in this Prospectus.

The Group may not have enough cash available to service its debt.

Our ability to make scheduled payments on the Notes and to meet our other debt service obligations, including the Existing Notes, which mature prior to the Notes, or to refinance our debt depends on our future operating and financial performance, which will be affected by our ability to successfully implement our business strategies as well as general economic, financial, competitive, regulatory, technical and other factors, including the other factors discussed in this "*Risk Factors*" section, that are beyond our control. If we cannot generate sufficient cash to meet our debt service requirements, we may, among other things, need to refinance all or a portion of our debt, including the Notes, obtain additional financing, delay planned capital expenditure or sell material assets. We cannot assure you that we will be able to refinance any of our debt, including the Notes, on commercially reasonable terms, if at all. If we are not able to refinance any of our debt, obtain additional financing or sell assets on commercially reasonable terms or at all, we may not be able to satisfy our obligations with respect to our debt,

including the Notes. In that event, borrowings under other debt agreements or instruments that contain cross-default or cross-acceleration provisions may become payable on demand and we may not have sufficient funds to repay all of our debts, including the Notes. See also "*—Risks Related to Our Capital Structure—We are largely dependent on receiving payments from other members of the Group to make payments on the Notes or meet our other obligations. Such other members may not be able to make such payments in some circumstance*".

Risks Related to the Offering, the Notes and the Future Guarantees

An investment in the Notes involves certain risks associated with the characteristics, specification and type of the Notes and the Future Guarantees which could lead to substantial losses that Noteholders would have to bear in the case of selling their Notes or with regard to receiving interest payments and repayment of principal. Risks regarding the Offering, the Notes and the Future Guarantees comprise, inter alia, the following risks:

The Notes may not be a suitable investment for all Investors.

Each potential Investor must determine the suitability of such investment in light of their own circumstances. In particular, each potential Investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus, the Offering Results Notice or any applicable supplement to this Prospectus;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the investment in the Notes will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential Investor's currency;
- understand thoroughly the terms of the Notes and be familiar with the financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The investment activities of certain Investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential Investor should consult its legal advisers prior to investing in the Notes to determine whether and to what extent (i) the Notes are permitted investments for it, (ii) where relevant, the Notes can be used as collateral for various types of borrowing, and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules. Each Investor should also consider the tax consequences of investing in the Notes and consult its own tax advisers with respect to the acquisition, sale and redemption of the Notes in light of its personal situation.

The claims of the Noteholders will be effectively subordinated to the Existing Notes and to the rights of our future secured creditors to the extent of the value of the assets securing such indebtedness.

As long as any portion of the Existing Notes remains outstanding (even after the Existing Notes Redemption) the Notes will be effectively subordinated to the Existing Notes to the extent of the value of the Existing Notes Collateral. Furthermore, as detailed in, and subject to, the Terms and Conditions, the Issuer and the Future Guarantors (once the Future Guarantees have been granted) will be permitted to incur certain future secured indebtedness that they may secure with Permitted Security Interests (as defined in "*Terms and Conditions of the Notes*"). See "*Terms and Conditions of the Notes*". Any such future secured indebtedness will also be effectively senior to the Notes and the Future Guarantees (once they have been granted) to the extent of the value of the assets that secure that indebtedness. See "*Terms and Conditions of the Notes*". In the event of any distribution or payment of our assets in any foreclosure, dissolution, winding-up, liquidation, administration, reorganisation, or other

insolvency or bankruptcy proceeding, the proceeds from the sale of assets securing any secured indebtedness will be available to pay obligations on the Notes only after all such secured indebtedness (including claims preferred by operation of law) has been paid in full. As a result, Noteholders may receive less, rateably, than holders of secured indebtedness. As of the Issue Date, we will have no secured indebtedness outstanding other than the Existing Notes, the VSI Finance Agreement and certain finance leases.

The Notes will be structurally subordinated to the liabilities of our subsidiaries and, following the granting of the Future Guarantees, to those of our non-Future Guarantor Subsidiaries.

As of the Issue Date, the Notes will not be guaranteed and, therefore, will be structurally subordinated to the liabilities of our subsidiaries, including the Existing Notes. Following the Existing Notes Redemption and the granting of the Notes Guarantees, the Notes will remain structurally subordinated to the liabilities of our non-Future Guarantor subsidiaries, including to the obligations of IVS F as issuer of the Existing Notes and Fast Service as guarantor of the Existing Notes (to the extent that the Existing Notes are not redeemed in full). Moreover, IVS F is the creditor under the Existing Notes Proceeds Loan with IVS Italia and, therefore, will be owed amounts from a Future Guarantor of the Notes. For the twelve months ended 30 June 2015, our subsidiaries who will not guarantee the Notes following the Existing Notes Redemption represented approximately 26.9 per cent. of our total revenues and 34.6 per cent. of our Adjusted EBITDA. As at 30 June 2015, those same subsidiaries represented approximately 35.8 per cent. of our total assets and had approximately €340.3 million of indebtedness, including the Existing Notes, as well as significant trade payables and other liabilities outstanding.

The Terms and Conditions permit our subsidiaries who will not guarantee the Notes following the Existing Notes Redemption to incur additional indebtedness subject to complying with the financial covenants set forth in the Terms and Conditions. See "*Terms and Conditions of the Notes—Covenants—Financial Covenants*".

Our subsidiaries who will not guarantee the Notes following the Existing Notes Redemption will not have any obligation to pay any amounts due under the Notes or to make funds available for that purpose. Generally, holders of indebtedness of, and trade creditors of, non-Future Guarantor subsidiaries, including lenders under bank financing agreements, are entitled to payments of their claims from the assets of such subsidiaries before these assets are made available for distribution to the Issuer or any Future Guarantor (once the Future Guarantees have been granted), as a direct or indirect shareholder and the creditors of the Issuer (including the Noteholders) and the Future Guarantors (once the Future Guarantees have been granted) will have no right to proceed against the assets of such subsidiary. As such, the Notes and the Future Guarantees (once they have been granted) will be structurally subordinated to the creditors (including trade creditors) and any preferred stockholders of our subsidiaries who will not guarantee the Notes following the Existing Notes Redemption.

The Notes will not be guaranteed by the Future Guarantors as at the Issue Date, and once the Future Guarantees have been granted they will be significantly limited by applicable laws and are subject to certain limitations and defences.

As a result of applicable Italian law, the Future Guarantors will not guarantee the Notes as at the Issue Date. Italian law prohibits the Future Guarantors from granting the Future Guarantees before they have realised a corporate benefit from the Notes, and the Future Guarantors will not realise such corporate benefit until the completion of the Existing Notes Redemption. As a result, until the completion of the Existing Notes Redemption, the Notes will remain unguaranteed and the Noteholders will have no direct claim against the Future Guarantors for payment of the obligations thereunder. Furthermore, so long as the Future Guarantees have not been granted, the Notes will remain structurally subordinated to the indebtedness of the Future Guarantors, including their obligations in respect of the Existing Notes and the VSI Finance Agreement and the Noteholders will have no right to proceed against the assets of the Future Guarantors. See "*—The Notes will be structurally subordinated to the liabilities of non-Future Guarantor subsidiaries*". For the twelve months ended 30 June 2015 the Issuer and the Future Guarantors represented approximately 73.1 per cent. of our total revenues and 65.4 per cent. of our Adjusted EBITDA. As at 30 June 2015, the Issuer and the Future Guarantors represented approximately 64.2 per cent. of our total assets and had approximately €15.3 million of indebtedness as well as significant trade payables and other liabilities outstanding.

Within 30 business days of the Longstop Date, the Future Guarantors will agree to guarantee the payment of the Notes. Once they have been granted, the Future Guarantees provide the Noteholders with a direct claim

against the Future Guarantors. However, the obligations of each Future Guarantor under its Future Guarantee will be limited under the Terms and Conditions to an amount which has been determined so as to ensure that amounts payable will not result in violations of laws related to corporate benefit, capitalisation, capital preservation, financial assistance or transactions under value, or otherwise cause the Future Guarantor to be deemed insolvent under applicable law or such Future Guarantee to be deemed void, unenforceable or *ultra vires*, or cause the directors of such Future Guarantee to be held in breach of applicable corporate or commercial law for providing such Future Guarantee. Since IVS Italia currently guarantees the full amounts owing under the Existing Notes, we expect that, following the Existing Notes Redemption, IVS Italia will be permitted to grant a Future Guarantee for the full amount of principal and any premium in respect of, and interest on, the Notes and of any other amounts payable by the Issuer under the Trust Deed. However, S. Italia's guarantee of the Existing Notes is limited to €20.0 million. Therefore, S. Italia's Future Guarantee will be limited to an amount equal to €20.0 million multiplied by the percentage of the Existing Notes redeemed by the Existing Notes Redemption.

The Future Guarantees may be automatically released under certain circumstances.

The Terms and Conditions permit the Future Guarantees of a given Future Guarantor to be automatically released under certain circumstances, including:

- in connection with any sale or other disposition of all or substantially all of the assets of the Future Guarantor (including by way of merger, consolidation, amalgamation or combination) to a Person (as defined in "*Terms and Conditions of the Notes—Definitions*") that is not (either before or after giving effect to such transaction) the Issuer or any Subsidiary (as defined in "*Terms and Conditions of the Notes—Definitions*"), except as otherwise permitted by the Terms and Conditions;

- in connection with the sale or other disposition of the capital stock of the Future Guarantor to a Person that is not (either before or after giving effect to such transaction) the Issuer or any Subsidiary, and the Future Guarantor ceases to be a Subsidiary, except as otherwise permitted by the Terms and Conditions;

- in accordance with the "*Meetings of Noteholders*" and "*Modification, Waiver, Authorisation and Determination*" provisions of the Terms and Conditions;

- upon repayment in full of all obligations of the Issuer and the Future Guarantors under the Notes; or

- otherwise as a result of a Future Guarantor, directly or indirectly, consolidating or merging with or into another Person if the Future Guarantor is not the surviving entity.

If a the Future Guarantee of a Future Guarantor is released, the Noteholders will lose all claim against such Future Guarantor in respect of its Future Guarantee of the Notes.

If completion of the Existing Notes Redemption is delayed beyond the Longstop Date or the Future Guarantees are not granted within 30 business days of the Existing Notes Redemption Date, the Issuer will be required to redeem the Notes at par, which means that you may not obtain the return you expect on the Notes.

The Terms and Conditions provide that if, the Issuer shall have failed to: (i) on or prior to the Longstop Date, redeem, or cause to be redeemed, at least €200.0 million aggregate principal amount of the Existing Notes (including the pro rata share of the Existing Notes held by the Group at the Existing Notes Redemption Date) or (ii) within 30 business days of the Existing Notes Redemption Date, procure that each of the Future Guarantors, or their successors, shall grant the Future Guarantees, then all, but not some only, of the Notes shall be subject to a special mandatory redemption at their principal amount, plus accrued and unpaid interest and additional amounts, if any, from the Issue Date to the date of such special mandatory redemption. In the event of such special mandatory redemption of the Notes you may not obtain the return you expect to receive on the Notes and you may not be able to reinvest the proceeds from the redemption in an investment that yields comparable returns. See "*Terms and Conditions of the Notes—Redemption and Repurchase—Special Mandatory Redemption*". Until the Existing Notes Redemption Date, the net proceeds from the Offering will be held exclusively by the Issuer and its subsidiaries and will not be held in an escrow account or benefit from any guarantees or security.

The net proceeds of the Offering will not be sufficient to pay the principal amount of the Notes plus accrued and unpaid interest and additional amounts, if any, from the Issue Date for the Notes to the date of special mandatory redemption. We will be required to fund the accrued and unpaid interest and additional amounts, if any, as well as the difference between the proceeds of the Offering, net of our fees and expenses related to the Offering, and the Issue Price owing to the Noteholders. There can be no assurance that we will have sufficient funds to make these payments or that the relevant payment will be made in a timely fashion.

Your decision to invest in the Notes is made at the time of purchase. Changes in our business or financial condition, or the terms of the Existing Notes redemption, between the closing of this Offering and the date on which the Existing Notes Redemption is completed, will have no effect on your rights as a purchaser of the Notes.

The Offering Period may be extended or amended, and the Offering may be terminated or withdrawn.

The Issuer together with the Placement Agent has the right to extend or amend the Offering Period and to terminate, postpone or withdraw the Offering for a number of reasons, including a failure to satisfy the Minimum Offer Condition or any extraordinary change in the political, financial, economic, regulatory, currency or market situation of the markets in which the Group operates that could have a materially adverse effect on the conditions of the Group and their business activities. See "*Sale and Offer of the Notes—Offering of the Notes—Offering Period, Early Closure, Extension and Withdrawal*".

An active and liquid trading market for the Notes may not develop or be maintained.

The Notes represent a new issues of securities which may not be widely distributed and for which there is currently no established trading market. Although the Issuer has applied for admission of the Notes to trading on the regulated MOT market of Borsa Italiana, there can be no assurance that a market for the Notes will develop or, if it does develop, continue or that it will be liquid, thereby enabling Investors to sell their Notes when desired, or at all, or at prices they find acceptable.

The development or continued liquidity of any secondary market for the Notes will be affected by a number of factors including prevailing interest rates, the market for similar securities, general economic conditions and the creditworthiness of the Issuer as well as other factors such as the time remaining to maturity of the Notes, the outstanding amount of the Notes and the redemption features of the Notes. Such factors will also affect the market value of the Notes.

Investors may not be able to sell Notes readily or at prices that will enable Investors to realise their anticipated yield. No Investor should purchase Notes unless the Investor understands and is able to bear the risk that the Notes may not be readily sellable, that the value of the Notes will fluctuate over time and that such fluctuations may be significant.

The Notes may be delisted.

Under the Terms and Conditions a delisting of the Notes does not constitute an event of default. Should the Notes be delisted, there would no longer be a market on which Noteholders could trade them, which would significantly affect the market price of the Notes and the Noteholders' ability to realise their anticipated yield therefrom. A delisting of the Notes would also exacerbate the liquidity risk described above in "*—An active and liquid trading market for the notes may not develop or be maintained*".

The Notes are subject to a risk of early redemption at the option of the Issuer.

As set out in the Terms and Conditions, the Issuer has the right to redeem the Notes prior to maturity. Prior to the third anniversary of the Issue Date, the Issuer may redeem the Notes by paying a "make-whole" premium. Starting from the third anniversary of the Issue Date, the Issuer may redeem the Notes by paying a price equal to the principal amount of the Notes redeemed plus a premium as set out in the Terms and Conditions. The Issuer is also permitted to redeem the Notes if the Issuer or the Future Guarantors are required to pay additional amounts on the Notes for taxation reasons. If the Issuer redeems the Notes prior to maturity, a Noteholder is exposed to the risk that his investment will have a lower than expected yield. Also, in case of an early redemption of the Notes, a Noteholder

may not obtain the return he expects to receive on the Notes and may only be able to reinvest on less favourable conditions as compared to the original investment.

The Terms and Conditions, including the terms of payment of principal and interest, can be amended by an Extraordinary Resolution (as defined in the Trust Deed) of certain Noteholders and any such Extraordinary Resolution will be binding on all Noteholders.

According to the Terms and Conditions, Noteholders can, by Extraordinary Resolution, consent to amendments to the Terms and Conditions. Accordingly, although no obligation to make any payment or render any other performance may be imposed on any Noteholder, the Noteholders may, by Extraordinary Resolution, among other things agree to:

- change the due date for payment of interest and reduce, or cancel interest;
- change the maturity date of the Notes or reduce the principal amount payable on the Notes;
- convert the Notes into, or exchange the Notes for, shares or other securities or obligations;
- change the currency of the Notes; or
- waive or restrict Noteholders' rights to accelerate the Notes.

Under the Terms and Conditions, such amendments require a quorum of Noteholders of not less than two-thirds (or at any adjourned meeting one-third) of the principal amount of the Notes for the time being outstanding of which at least 75 per cent. of the votes cast must be cast in favour of the Extraordinary Resolution. Any such Extraordinary Resolution will be binding on all Noteholders whether they voted for or against the Extraordinary Resolution or did not vote.

As a result, a Noteholder is subject to the risk of being outvoted and losing rights against the Issuer or the Future Guarantors under the Notes or the Future Guarantees, as the case may be, against its will in the event that Noteholders holding a sufficient aggregate principal amount of the Notes participate in the vote and agree to amend the Terms and Conditions in accordance with the Terms and Conditions.

Upon the occurrence of an event of default, the Notes will become due and payable if the Trustee, of its own accord or as directed either by Noteholders holding at least one-fifth in aggregate principal amount of the Notes then outstanding or by an Extraordinary Resolution of the Noteholders, delivers a notice declaring such Notes due and payable.

The Terms and Conditions provide that, upon the occurrence of an event of default, the Notes will become due and payable if the Trustee, of its own accord or as directed either by Noteholders holding at least one-fifth in aggregate principal amount of the Notes then outstanding or by an Extraordinary Resolution of the Noteholders, delivers a notice declaring such Notes due and payable.

Noteholders should be aware that, as a result, they may not be able to accelerate their Notes upon the occurrence of certain Events of Default, unless the required quorum of Noteholders delivers default notices.

The Terms and Conditions do not allow Noteholders to require the Issuer to repurchase the Notes upon a change of control of the Issuer.

There is no provision in the Terms and Conditions allowing the Noteholders to require the Issuer to repurchase the Notes upon a change of control of the Issuer. A new controlling entity or entities may not have experience in the vending sector, or may not make management or financial decisions that would be in the best interest of the Noteholders. Consequently, there can be no assurance that, following a change of control of the Issuer, the Group would be managed in such a way as to allow the Issuer or the Future Guarantors to meet their obligations under the Notes or the Future Guarantees.

The market value of the Notes could decrease if the creditworthiness of the Issuer worsens or is perceived to worsen.

If any of the risks regarding the Group described herein materialises, then the Issuer is less likely to be in a position to fully perform all obligations under the Notes when they fall due, and the market value of the Notes will suffer. In addition, even if the Issuer is not actually less likely to be in a position to fully perform all obligations under the Notes when they fall due, market participants could nevertheless have a different perception. In addition, the market participants' estimation of the creditworthiness of corporate debtors in general or debtors operating in the same business areas as the Group could adversely change and have resulting effects on the perceptions of our creditworthiness, whether warranted or otherwise.

Furthermore, changes in accounting standards may lead to adjustments in the relevant accounting positions of the Group which could have an adverse effect on our financial condition, which could in turn affect the market value of the Notes.

The Notes bear specific risks typical for fixed rate notes.

The Notes are fixed rate notes. Therefore, each Noteholder is particularly exposed to the risk that the price of the Notes may fall as a result of changes in market interest rates. While the nominal interest rate of the Notes as specified in the Terms and Conditions is fixed during the term of the Notes, the current market interest rates typically change on a daily basis. If the market interest rate increases, the price of fixed rate notes typically decreases, until the yield of such notes is approximately equal to the market interest rate of comparable issuers. If the market interest rate decreases, the price of fixed rate notes typically increases, until the yield of such notes is approximately equal to the market interest rate.

The trading market for debt securities may be volatile and may be adversely affected by many events.

The market for debt securities issued by the Issuer is influenced by a number of interrelated factors, including economic, financial and political conditions and events in Italy, France, Spain and Switzerland, as well as economic conditions and, to varying degrees, market conditions, interest rates, currency exchange rates and inflation rates in other European and other industrialised countries. There can be no assurance that events in Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the market price of the Notes or that economic and market conditions will not have any other adverse effects. Accordingly, the price at which an Investor will be able to sell the Notes prior to maturity may be discounted, even substantially, from the Issue Price or the purchase price paid by such Investor.

No assurance can be given as to the effect of any possible judicial decision or change of laws or administrative practices after the date of this Prospectus.

The Terms and Conditions are governed by the laws of England and Wales in effect as at the date of this Prospectus. No assurance can be given as to the effect of any possible judicial decision or change to the laws of England and Wales or administrative practice or the official application or interpretation of English law after the date of this Prospectus.

Enforcing your rights as a Noteholder or under the Future Guarantees (once they are granted) across multiple jurisdictions may be difficult.

The Notes have been issued by the Issuer, organised under the laws of Luxembourg. Furthermore, we intend that the Notes will be guaranteed by the Future Guarantors, each of which is organised under the laws of Italy. See "*—The Notes will not be guaranteed by the Future Guarantors at issuance, and once the Future Guarantees have been granted they will be significantly limited by applicable laws and are subject to certain limitations and defences*". In the event of any bankruptcy, insolvency or a similar event, proceedings could be initiated in either of these jurisdictions. Your rights under the Notes and the Future Guarantees (once they have been granted) will thus be subject to the laws of Luxembourg and Italy and you may not be able to effectively enforce your rights in multiple bankruptcy, insolvency and other similar proceedings. Moreover, such multi-jurisdictional proceedings are typically complex and costly for creditors and often result in substantial uncertainty and delay in the enforcement of creditors' rights.

The insolvency laws of Luxembourg and Italy may not be as favourable to Noteholders as the laws of another jurisdiction with which you may be familiar.

The Issuer is incorporated under the laws of Luxembourg but its "centre of main interests" may not be in Luxembourg and may be deemed to be in Italy, and the Future Guarantors are incorporated and are likely to have their centres of main interests in Italy. In accordance with Council Regulation (EC) N° 1346/2000 of 29 May 2000 on insolvency proceedings, as amended, the main insolvency proceedings are opened in the jurisdiction in which the debtor has its "centre of main interests" (as that term is used in Article 3(1) of the EU Insolvency Regulation). The determination of where any such company has its "centre of main interests" is a question of fact on which the courts of the different Member States may have differing and conflicting views. The term "centre of main interests" is not a static concept. In the event that the Issuer experiences financial difficulties, it is not possible to predict if Luxembourg would be considered as jurisdiction in which such "centre of main interests" is located and if such proceedings would be opened in Luxembourg. Accordingly, insolvency proceedings with respect to these companies may proceed under, and be governed by, Italian or Luxembourg insolvency law, as the case may be. The insolvency laws of these jurisdictions may not be as favourable to your interests as those of another jurisdiction with which you may be familiar. In the event that the Issuer or any Guarantors experiences financial difficulty, it is not possible to predict with certainty in which jurisdiction or jurisdictions insolvency or similar proceedings would be commenced, or the outcome of such proceedings. As a consequence, enforcement of rights under the Notes and the Future Guarantees (once they have been granted) in an insolvency situation may be delayed and be complex and costly for creditors.

Fraudulent conveyance and similar laws may adversely affect the validity and enforceability of the Notes and the Future Guarantees.

Although laws differ among various jurisdictions, in general, under fraudulent conveyance laws, a court could void the Notes or the Future Guarantees or subordinate the claims thereunder to other claims against the Issuer or any Future Guarantor (once the Future Guarantees have been granted) if it was determined that the Issuer or any Future Guarantor, respectively:

- issued the Notes (or granted the Future Guarantees) with the actual intent to hinder, delay or defraud creditors or shareholders of the Issuer or the respective Future Guarantor;
- received less than reasonably equivalent value or fair consideration for issuing the Notes (or granting the Future Guarantee), and, at the time thereof was insolvent or rendered insolvent by reason of issuing the Notes (or granting the Future Guarantees) within a certain time frame;
- was engaged or about to engage in a business or a transaction for which remaining assets available to carry on business constituted unreasonably small capital;
- intended to incur, or believed that the Issuer would incur, debts beyond the ability to pay the debts as they mature;
- granted guarantees which were not in the best interests or for the benefit of the relevant Future Guarantor; or
- was a defendant in an action for money damages, or had a judgment for money damages rendered against it if, in either case, after final judgment, the judgment is unsatisfied.

The measures of insolvency for the purposes of fraudulent transfer laws vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, an entity would be considered insolvent if, at the time it incurred the debt:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of its assets;

- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or

- it could not pay its debts as they become due.

We cannot be certain as to what standard a court would apply in making a solvency determination or that a court would conclude that the Issuer was solvent immediately after the issue of the Notes or the grant of the Future Guarantee. Regardless of the standard that the court uses, we cannot be sure that the issuance of the Notes (or the grant of the Future Guarantee) would not be voided or subordinated to our other debt.

Enforcement of any of the Notes Guarantees against any Guarantor will also be subject to certain defences available to guarantors generally. These laws and defences include those that relate to fraudulent conveyance or transfer, insolvency, voidable preference, financial assistance, corporate purpose or benefit, preservation of share capital, thin capitalisation and defences affecting the rights of creditors generally.

The covenants in the Notes, Existing Notes Indenture and the instruments governing the Group's other debt may limit the Group's ability to operate its business.

The Notes, the Existing Notes Indenture and the instruments governing the Group's other debt contain affirmative and negative covenants restricting, among other things, the Group's ability to incur additional debt, sell assets, create liens or other encumbrances, make certain payments and dividends and merge or consolidate. See "*Terms and Conditions of the Notes*" and "*Information About the Group— Material Financings of the Group— Issuer's €250,000,000 7.125 per cent. Senior Secured Notes due 2020*". Until such time as the Existing Notes and the Group's other debt have been redeemed or repaid in their entirety, such restrictions could affect the ability of the Group to operate its business and may limit its ability to take advantage of potential business opportunities as they arise. In addition, following the Existing Notes Redemption, the Group will remain subject to the financial and other covenants in the Notes, which could limit the Group's ability to operate its business.

If the Group does not comply with the covenants and restrictions in the Notes, Existing Notes Indenture and its other debt, it could be in default under those agreements. If the Group defaults under the Existing Notes, the holders of the Existing Notes (subject to restrictions on enforcement rights) could cause all of the outstanding debt obligations thereunder to become due and payable, requiring the Group to apply all of its cash to repay the debt thereunder or prevent it from making debt service payments on its other debt, including the Notes. In addition, any default under the Notes, could lead to an acceleration of debt under other debt instruments that contain cross acceleration or cross default provisions. If the debt under the Notes or other debt instruments is accelerated, we may not have sufficient assets to repay amounts due thereunder. The Group's ability to comply with these provisions of the Existing Notes Indenture, and other agreements governing its other debt may be affected by changes in economic or business conditions or other events beyond our control.

We may be unable to raise the funds necessary to refinance indebtedness maturing prior to the stated maturity of the Notes or to repay the Notes at maturity.

The Notes offered hereby will mature in November 2022. In addition, the VSI Finance Agreement and the finance leases may be terminated or repayable, and, if we are unable to fully redeem them, or cause them to be fully redeemed, the Existing Notes will mature, prior to the maturity of the Notes. As a result, we may not have sufficient cash to repay all amounts owing on the Notes at maturity, since the prior maturity of such other indebtedness may make it difficult to refinance the Notes offered hereby. In addition, if our access to capital markets or our ability to enter new financing arrangements is reduced for any reason, we may not be able to refinance our indebtedness on satisfactory terms or at all, which could have a material adverse effect on our business, financial position and results of operations.

You may face foreign exchange risks by investing in the Notes.

The Notes are denominated and payable in euro. If Investors measure their investment returns by reference to a currency other than euro, an investment in the Notes will entail foreign exchange-related risks due to, among other factors, possible significant changes in the value of the euro relative to the currency by reference to which

Investors measure the return on their investments because of economic, political and other factors over which we have no control. Depreciation of the euro against the currency by reference to which Investors measure the return on their investments could cause a decrease in the effective yield of the Notes below their stated coupon rates and could result in a loss to Investors when the return on the Notes is translated into the currency by reference to which the Investors measure the return on their investments.

The Notes are subject to inflation risks.

The inflation risk is the risk of future money depreciation. The real yield from an investment is reduced by inflation. The higher the rate of inflation, the lower the real yield on a Note. If the inflation rate is equal to or higher than the nominal yield, the real yield is zero or even negative. Currently, worldwide interest rates are low. Any increases in such interest rates would reduce the real amount of your return on an investment in the Notes.

The Notes are subject to transaction costs and charges.

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the purchase or sale price of the Notes. These incidental costs may significantly reduce or eliminate any profit from holding the Notes. Credit institutions as a rule charge commissions which are either fixed minimum commissions or pro-rata commissions, depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including, but not limited to, domestic dealers or brokers in foreign markets, Noteholders may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of securities, potential Investors must also take into account any follow-up costs (such as custody fees). Potential Investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

The Notes will initially be held in book-entry form, and therefore you must rely on the procedures of the relevant clearing systems to exercise any rights and remedies.

The Notes will initially only be issued in global form and will be held through Euroclear and Clearstream, Luxembourg and participants in Euroclear and Clearstream, Luxembourg, including Monte Titoli. Interests in the Global Notes will trade in book-entry form only, and Notes in definitive bearer form will be issued in exchange for ownership interests in the Notes (the "**Book-Entry Interests**") only in very limited circumstances. Owners of Book-Entry Interests will not be considered owners or Noteholders. The common depositary, or its nominee, for Euroclear and Clearstream, Luxembourg is the sole holder of the Global Notes representing the Notes. Payments of principal, interest and other amounts owing on or in respect of the Global Notes representing the Notes will be made to The Bank of New York Mellon, London Branch as Principal Paying Agent, which then will make payments to Euroclear and Clearstream, Luxembourg. Thereafter, these payments will be credited to participants' accounts that hold Book-Entry Interests in the Global Notes and credited by such participants to indirect participants. After payment to the Principal Paying Agent, we and the Trustee will have no responsibility or liability for the payment of interest, principal or other amounts to the owners of Book-Entry Interests. Accordingly, if you own a Book-Entry Interest, you must rely on the procedures of Euroclear and Clearstream, Luxembourg, and if you are not a participant in Euroclear and Clearstream, Luxembourg (including Monte Titoli) on the procedures of the participant through which you own your interest, to exercise any rights and obligations of a Noteholder.

Unlike the Noteholders themselves, owners of Book-Entry Interests will not have the direct right to act upon the Issuer's solicitations for consents, requests for waivers or other actions from Noteholders. Instead, if you own a Book-Entry Interest, you will be permitted to act only to the extent you have received appropriate proxies to do so from Euroclear and Clearstream, Luxembourg. The procedures implemented for the granting of such proxies may not be sufficient to enable you to vote on a timely basis.

Similarly, upon the occurrence of an event of default under the Terms and Conditions, unless and until Definitive Notes are issued in respect of all Book-Entry Interests, if you own a Book-Entry Interest, you will be restricted to acting through Euroclear and Clearstream, Luxembourg. The procedures to be implemented through Euroclear and Clearstream, Luxembourg may not be adequate to ensure the timely exercise of rights under the Notes.

You generally will not be entitled to a gross up for any Italian withholding taxes, unless the Italian withholding tax is caused by a failure of the Issuer or Future Guarantors to comply with certain procedures.

The Issuer is organised under the laws of Luxembourg, but its "centre of main interests" may be determined to be in Italy for tax purposes and therefore payments of principal and interest on the Notes and, in certain circumstances, any gain on the Notes, should be subject to Italian tax laws and regulations. Further, the actual identification of the specific tax laws and regulation applicable on the Notes may be subject to interpretation.

Neither the Issuer nor the Future Guarantors is liable to pay any additional amounts to Noteholders in relation to any withholding or deduction required pursuant to Italian Decree No. 239 or pursuant to Italian Decree No. 46 (except, in the case of Italian Decree No. 239, where the procedures required under Italian Decree No. 239 in order to benefit from an exemption have not been complied with due to the actions or omissions of the Issuer or the Future Guarantors or their agents). In such circumstances, Noteholders subject to Italian withholding tax or deduction will only receive the net proceeds of their investment in the Notes.

Although we believe that, under current law, Italian withholding tax will not be imposed under Italian Decree No. 239 or Italian Decree No. 461 where a Noteholder is resident for tax purposes in a country that allows for a satisfactory exchange of information with the Italian tax authorities and such Noteholder complies with certain certification requirements, there can be no assurance that this will be the case. The regime provided by Decree No. 239/1996 and in particular the exemption from substitute tax in principle granted to Noteholders resident in countries which allow for a satisfactory exchange of information with the Italian tax authorities applies if certain procedural requirements are met. There can be no assurance that all non-Italian resident Investors can claim the application of the substitute tax exemption where the relevant foreign intermediary fails to provide sufficient information to the relevant Italian tax authorities under the procedures set for applying the exemption regime.

Investors resident or established in states or territories that do not allow for a satisfactory exchange for information with Italian tax authorities or Investors not satisfying the above-mentioned procedural requirements may only receive the net proceeds of their investment in the Notes.

Moreover, Noteholders will bear the risk of any change in Italian Decree No. 239 after the date hereof, including any change in the list of countries providing for a satisfactory exchange of information with Italian tax authorities.

We have not obtained a credit rating for any of the Future Guarantors, the Notes or the Future Guarantees.

Although the Issuer is currently rated BB- by Standard & Poor's Credit Market Services Europe Limited ("**S&P**"), none of the Future Guarantors, the Notes or the Future Guarantees has been assigned a credit rating as of the date of this Prospectus, and we do not intend to pursue any such ratings. Not having a credit rating for any of the Future Guarantors, the Notes or the Future Guarantees could make it more difficult to make an investment decision regarding the Notes. A rating of the Issuer is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating organisation.

USE OF PROCEEDS

We expect the gross proceeds of the Offering will be between €180.0 million and €240.0 million. We expect to pay between €3.5 million and €5.5 million of fees and expenses (depending on the final size of the Offering), including the Placement Agent's commission and estimated expenses in respect of the Offering.

We intend to use the net proceeds from the Offering together with credit lines and cash on hand to purchase, redeem or cause to be redeemed, the outstanding Existing Notes in an amount equal to at least €200.0 million of the aggregate principal amount of the Existing Notes. Under the Existing Notes Indenture, starting on 1 April 2016, the Existing Notes may be redeemed at a price of 103.563% of the principal amount plus any accrued and unpaid interest as of, but not including, the Existing Notes Redemption Date. The Company intends to effect the Existing Notes Redemption on or about 1 April 2016.

The Future Guarantees will be granted as soon as possible following the Existing Notes Redemption, and in any case within 30 business days of the Existing Notes Redemption Date. See "*Risk Factors—Risks Related to the Offering, the Notes and the Future Guarantees—The Notes will not be guaranteed by the Future Guarantors at issuance, and once the Future Guarantees have been granted they will be significantly limited by applicable laws and are subject to certain limitations and defences*".

The Terms and Conditions provide that if the Issuer shall have failed to: (i) on or prior to the Longstop Date, redeem, or cause to be redeemed, at least €200.0 million aggregate principal amount of the Existing Notes (including the pro rata share of the Existing Notes held by the Group at the Existing Notes Redemption Date) or (ii) within 30 business days of the Existing Notes Redemption Date, procure that each of the Future Guarantors, or their successors, shall grant the Future Guarantees, then all, but not some only, of the Notes shall be subject to a special mandatory redemption at their principal amount, plus accrued and unpaid interest and additional amounts, if any, from the Issue Date to the date of such special mandatory redemption. See "*Terms and Conditions of the Notes—Redemption and Repurchase—Special Mandatory Redemption*" and "*Risk Factors—Risks Related to the Offering, the Notes and the Future Guarantees—If completion of the Existing Notes Redemption is delayed beyond the Longstop Date or the Future Guarantees are not granted within 30 business days of the Existing Notes Redemption Date, the Issuer will be required to redeem the Notes at par, which means that you may not obtain the return you expect on the Notes*".

INFORMATION ABOUT THE GROUP

General

The Issuer

The Issuer is the parent company of the Group. See "*Organisational Structure of the Group*". The Issuer was formed as a public limited liability company (*société anonyme*) under the laws of Luxembourg on 26 August 2010, with a duration until 31 December 2049 (subject to amendments to its by-laws). The Issuer's registered offices are located at 2A, rue Jean-Baptiste Esch, L-1473 Luxembourg, Grand Duchy of Luxembourg and its operational headquarters is at Via dell'Artigianato, 25, Seriate (BG) 24068, Italy and it is registered under number B 155 294 with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*). The Issuer's telephone numbers are +352 27 12 55 41 and +39 035 30 16 95.

The Issuer's share capital is set at €386,892, represented by 38,952,491 Class A Shares, 1,250,000 Class B2 Shares and 1,250,000 Class B3 Shares, in each case in registered form, without indication of nominal value all subscribed and fully paid-up. The Issuer's Class A Shares are currently listed for trading on the MTA under ticker symbol "IVS".

Pursuant to Article 4.1 of its articles of association, the corporate purposes of the Issuer is the acquisition, administration, holding, development and/or sale of shareholdings, including majority shareholdings, in industrial, commercial and service companies as well as the acquisition of any assets or interests and rights of any kind and of any other form of investment in entities in either Grand Duchy of Luxembourg or abroad and whether such companies, assets or entities exist or are to be created including by way of subscription, acquisition by purchase, sale or exchange of assets, securities or rights of any kind whatsoever, such as equity instruments, debt instruments, patents and licenses, the strategic guidance and/or commercial, technical, administrative and financial coordination of direct and indirect subsidiaries and the direction of them. According to Article 4.2 of its articles of association, the Issuer may also lend funds and may further grant any form of security in respect of any subsidiary, and, in general, of any entity which forms part of the same group of entities as the Issuer. Furthermore, according to Article 4.3 of its articles of association, the Issuer may carry out all transactions which directly or indirectly serve its purposes, including, *inter alia,* raise funds by issuing any debt or equity securities or instruments. The Issuer may also engage in the trade, management and renting of automatic and semi-automatic vending machines, their spare parts and accessories.

The Future Guarantors

IVS Italia

IVS Italia was incorporated as a private joint stock company (*società per azioni)* under the laws of Italy on 16 June 2006, with a duration until 31 December 2040 (subject to amendments to its by-laws). IVS Italia's registered office is located at Via dell'Artigianato, 25, Seriate (BG) 24068, Italy, and it is registered in the Business Register of Bergamo (*Registro delle Imprese di Bergamo*) under registration number and fiscal code 03320270162, and its telephone number is +39 02 57 523 000.

IVS Italia's share capital is set at €65,000,010 represented by 4,333,334 authorised and outstanding shares without indication of nominal value all subscribed and fully paid-up.

Pursuant to Article 3 of its charter (*statuto*), IVS Italia's corporate purpose is to, *inter alia*: manage and supply, in Italy and abroad, vending machines offering food and beverage items; supply as retailer and/or as wholesaler food and beverage items and food and beverages vending machines distribution of equipment and accessories and any part thereof; manufacture, purchase and sell raw materials and products sold through vending machines; repair, maintain and manage vending machines and accessories; manage bars and vending spaces; provide services in the commercial, industrial and administrative areas; and acquire participations on a long term and stable basis, in other companies for investment purposes and related activities such as providing financial resources and exercising coordinating tasks in the companies in which participations are acquired.

S. Italia

S. Italia was incorporated as a private joint stock company (*società per azioni)* under the laws of Italy on 18 January 1999, with a duration until 31 December 2050 (subject to amendments to its by-laws). S. Italia's registered office is located at Via dell'Artigianato, 25, Seriate (BG) 24068, Italy, and it is registered in the Business Register of Bergamo (*Registro delle Imprese di Bergamo*) under registration number and fiscal code 12687800156, and its telephone number is +39 02 57 523 000.

As of the date of this Prospectus, S. Italia's share capital is set at €120,000 represented by 120,000 authorised and outstanding shares with a nominal value of Euro 1 per share all subscribed and fully paid-up.

Pursuant to Article 4 of its charter (*statuto*), S. Italia's corporate purpose is to, *inter alia*: purchase, sell and rent vending machines, purchase, sell and commercialize products distributed through vending machines and carry out services related to a vending machine operator business of food and beverage items.

History and Overview

The Group is a pioneer of the vending industry in Italy with approximately 40 years of experience. We were founded in 1972 by Mr. Cesare Cerea and Mr. Pietro Gualdi, both of whom are still with the Group, as International Vending Services S.p.A. In those early days of the vending machine operator industry, we focused on managing first-generation coin-operated vending machines with a simple selection of products. We continued to grow through the years both organically and through acquisitions, for example, in the 1980s we entered the Spanish market and in the 1990s we entered the French market by establishing IVS France. In 2006, we formed IVS Group Holding through the union of a number of vending machine operators, laying the foundation for our national coverage in Italy. Also in 2006, DAV, our Spanish subsidiary expanded its coverage to Pamplona, Spain. Since 2007, we have focused on building out our network through a series of small and medium-sized acquisitions and streamlining our inventory management, monitoring and payment systems by implementing state-of-the-art programs and processes. In 2011, we acquired our Coin Service Business to help manage the coins from our Vending Business and began actively seeking and winning coin management contracts for banks, large retailers and public transportation companies. In 2012, we entered into a business combination with Italy 1 Investment S.A., a publicly-traded SPAC which further strengthened our management abilities, financial position and capacity to implement an acquisition expansion strategy. See "*—The Merger".* In 2013, we continued our initiative to increase vending machine density through bolt-on acquisitions in Sicily and the establishment of IVS Sicilia through a reorganisation of our operations in that region as well as the establishment of IVS Group Switzerland in the Italian-speaking canton of Ticino to commence our operations in a fourth country. In 2014 and the first half of 2015, we continued the expansion of our Spanish, French and Swiss operations and further expanded into Southern and Central Italy, primarily through the acquisition of the Liomatic Group which had significant assets in Lazio, Basilicata and Apulia.

The Merger

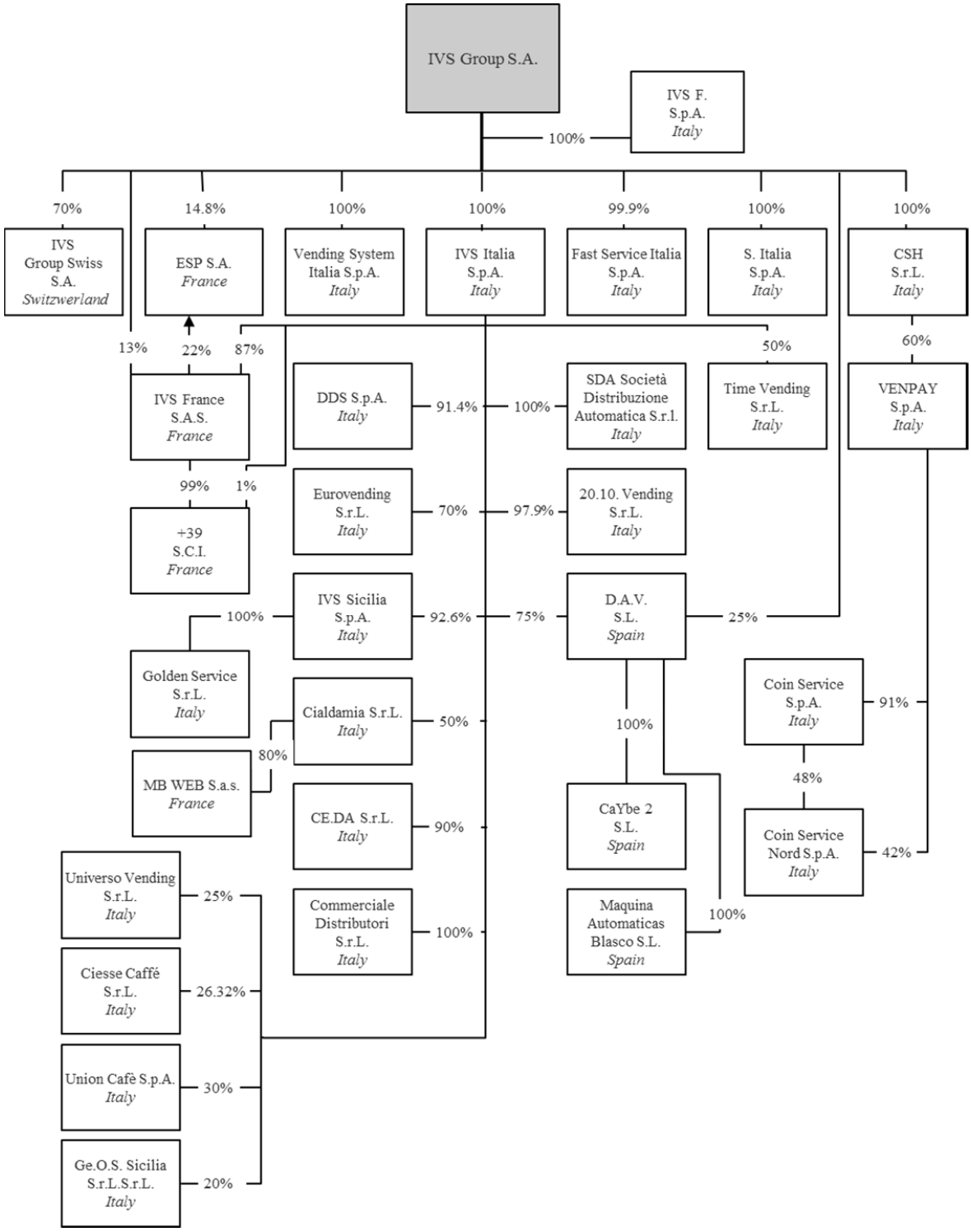
The Issuer is the result of a merger (the "**Merger**") between IVS Group Holding S.p.A., an Italian company with registered offices in Seriate (Bergamo, Italy) and Italy 1 Investment S.A. ("**Italy1**"). Italy1 was a "Special Purpose Acquisition Company" (or "**SPAC**") formed as a public limited company (*société anonyme*) under Luxembourg law in August 2010 for the purpose of acquiring a company or business with its primary business operations in Italy through a merger or similar transaction (a SPAC is an investment vehicle that is formed for the purpose of carrying out a single transaction with a target company).

On 27 January 2011, Italy1 completed an initial public offering on the Italian Stock Exchange, raising €150.0 million in proceeds for the purposes of entering into a business combination or similar transaction with a company with its primary business operations in Italy. On 2 March 2012, the Merger agreement was signed by Italy1, IVS Group Holding and its principal shareholder, IVS Partecipazioni S.r.l. On 12 April 2012, the Merger was approved by the shareholders of both Italy1 and IVS Group Holding and, on 16 May 2012, the Merger became effective, with Italy as the surviving entity retaining the listing on the Italian Stock Exchange and changing its corporate name to IVS Group S.A.

Organisational Structure of the Group

The Issuer is the parent company of the Group with, 31 subsidiaries and affiliated companies incorporated in Italy, France, Spain and Switzerland. As the parent company of the Group, the Issuer has limited revenue-generating operations of its own and is, therefore, dependent on receiving payments from its subsidiaries in the form of dividends and the making or repaying of loans and advances. See "*Risk Factors—Risks Related to Our Capital Structure*".

The following diagram depicts, in simplified form, Group's corporate structure, as of 23 October 2015.



Business Description of the Issuer and the Group (Including the Future Guarantors)

The following is a description of the business activities of the Issuer and the Group (including the Future Guarantors). Since the Issuer, the Future Guarantors and their respective subsidiaries conduct the same business

activities, we believe that a presentation of the business as that of the consolidated Group and not of individual Group companies is most representative of the business of the Issuer and the Future Guarantors.

General

We manage a network of approximately 153,900 vending machines and office coffee service machines located at corporate offices, institutions and public places through which we sell a broad range of products, including hot and cold beverages, in-between meals, snacks and confectionary (our "**Vending Business**"). We leverage over 40 years of experience in the industry to build and maintain relationships with large institutional customers and small-and medium-sized enterprises ("**SMEs**"): our contracts with these customers permit us to place our vending machines in many high-traffic and high-visibility locations throughout Italy and in key locations in France, Spain and the Italian-speaking canton of Ticino Switzerland. For the twelve months ended 30 June 2015, we reported total revenues and Adjusted EBITDA of €334.3 million and €72.6 million, respectively. In the same twelve month period, we generated 86.1 per cent. of our total revenues in Italy, with the remainder derived from operations in France (7.2 per cent.), Spain (6.5 per cent.) and Switzerland (0.2 per cent.).

Our business model covers the full spectrum of the value chain in the vending machine operator market. Our sales team originates new customer contracts allowing us to place vending machines on customers' premises and we also bid for concessions pursuant to public tenders to place vending machines with governmental entities and semi-public or large corporate entities. We purchase and customise our vending machines with the options and characteristics that our customers require and install them at their premises. Our central purchasing department sources the range of food and beverage products that our vending machines offer. Our customer contracts will typically specify a few products that a customer's vending machine should offer, but with our industry knowledge, we are also able to tailor our product offerings by type of location or region to achieve a superior product offering for consumers. We also provide our customers with restocking, maintenance, coin collection and customer service for the vending machines we operate.

Our vending machines are either automatic or semi-automatic and serve different segments of the food and beverage market. Our automatic machines are generally large, free standing vending machines favoured by corporate or public institutional customers. These machines dispense products from the "Hot" beverage, "Snacks" and "Cold" beverage segments of the food and beverage market. Our semi-automatic machines are generally small pod machines that offer coffee and other hot drinks to SMEs and other corporate customers.

For the twelve months ended 30 June 2015, our Vending Business generated approximately 95.8 per cent. of our revenues from sales and services and 95.3 per cent. of our Adjusted EBITDA. For the year ended 31 December 2014, our Vending Business sold approximately 656.2 million products (or "**vends**") at an average price per vend of 45.2 euro cents. Despite difficult economic conditions in the Italian vending market we have managed to increase our Vending Business revenues from sales and services from €285.7 million in 2013 to €296.6 million in 2014 mainly by increasing average price per vend from 44.3 euro cents to 45.2 euro cents, respectively and by integrating acquisitions. We focus on profitability through exploiting operational synergies from our extensive branch network of distribution and maintenance service operators and seeking to improve vending machine density, which refers to the placement of vending machines in close proximity to one another in order to leverage on our logistical platform.

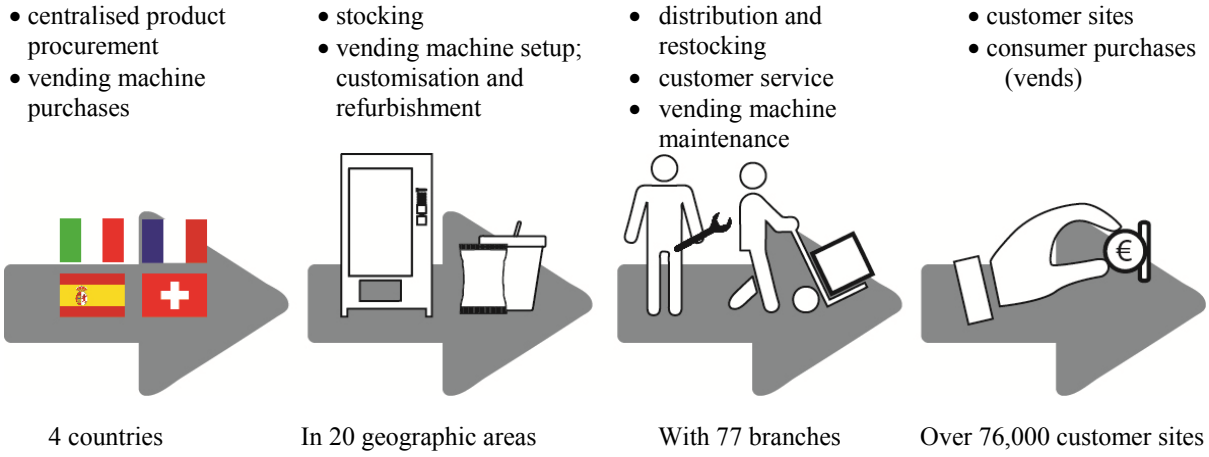
We have consolidated our Vending Business through organic growth and selective acquisitions within the highly fragmented Italian, French, Spanish and Swiss markets. We believe we rank first in terms of market share by revenues in Italy, our core market where our management estimates our market share was approximately 11.9 per cent. in 2014. Our vends are primarily generated in the Northwest, Northeast and Lazio regions. In 2014 and 2015, we undertook transactions to purchase business units in Central and Southern Italy and Sardinia and to reorganise our activities to increase vending machine density in those regions. We believe we are the only national operator in Italy that can directly provide nationwide solutions to our customers. In France and Spain, we believe we are among the market leaders in terms of market share by revenues. Our vending machines in France are concentrated in Paris and urban areas in the Provence-Alpes-Côte d'Azur province. In Spain, we believe we are among the market leaders in the areas where we are present. Our vending machines in Spain are concentrated in urban areas, specifically the Madrid, Aragon, Navarre, Catalonia and Baleares regions. Our operations in Switzerland focus on the Italian-speaking canton of Ticino.

In addition to our Vending Business, we also operate a coin service business ("**Coin Service Business**") through subsidiary companies that we acquired in March 2011 in conjunction with minority partners. For the year ended 31 December 2014, our Coin Service Business performs management of "metallic money", including collection, packaging and delivery for approximately €2.0 billion equivalent in coins for a variety of customers, including our Vending Business and other customers such as banks, mass-retailers, third party vending operators, parking operators, train stations and highway ticket offices. For the twelve months ended 30 June 2015, our Coin Service Business generated 4.2 per cent. of our total revenues and 4.7 per cent. of our Adjusted EBITDA.

The Group's Business

Products and Services in Our Vending Business

Our Vending Business manages vending machines at a variety of customer locations, dispensing food and beverage products to consumers at work and on the go. The value chain of products and services we provide can be summarised as follows:



- Country level: At the country level of Italy, France, Spain and Switzerland, we procure food and beverage items from our suppliers in the following market categories: "Hot & Cold Beverages", "Snacks" and "Office Coffee Services". We work with both international and national-level brands.

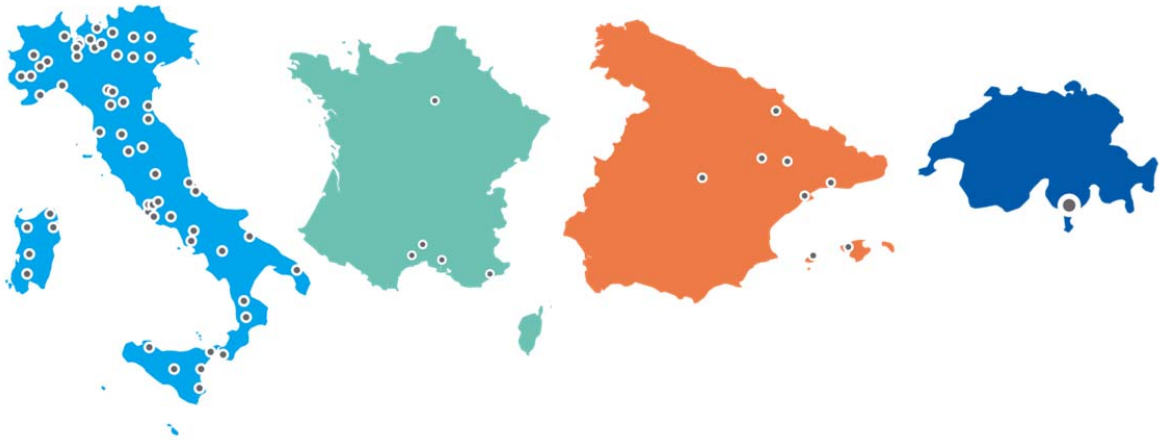
- Geographical areas: Within each country, our operations are further divided into geographic areas corresponding to political or other subdivisions of the countries in which we operate. It is here where we organise the setup and customisation of new vending machines and the refurbishment of existing vending machines, as well as handle the initial stocking.

- Branches: We have 77 branches throughout Italy, France, Spain and Switzerland (including Vending Business branches and Coin Service branches that serve our vending business). Our branch managers supervise the distribution and restocking of products, sales and customer management (including cash collection) and vending machine maintenance, assisted by our centralised customer service call centre and our monitoring systems.

- Customer sites: At over 76,000 customer sites as of 30 June 2015, consumers purchase the products they want, where and when they want them.

We believe our Vending Business is one of only three independent pan-European vending machine operators. With our 56 branches in Italy, we believe we are the only Italian vending machine operator to cover the entire Italian domestic market, with a market share in terms of revenues of approximately 12.5 per cent. for the year ended 31 December 2013. In addition, our operations in France and Spain together accounted for approximately 13.7 per cent. of our total revenues for the year ended 31 December 2014.

The graphic below depicts our branch network in Italy, France, Spain and Switzerland as of the date of this Prospectus.



As of 30 June 2015, we operate approximately 153,900 vending machines of which approximately 98,500 are automatic vending machines and approximately 55,400 are semi-automatic vending machines, serving different segments of the food and beverage market. Our automatic machines are generally larger, free standing vending machines favoured by corporate or public institutional customers. Our semi-automatic machines are generally small pod machines that offer coffee and other hot drinks to SMEs and other corporate customers.

For the year ended 31 December 2014, our Italian Vending Business generated approximately 92.7 per cent. of its revenue from automatic vending machines and 7.3 per cent. of its revenue from semi-automatic vending machines. For the years ended 31 December 2014, 2013 and 2012, our Vending Business had total vends of approximately 656.2 million, 645.4 million and 634.5 million, respectively, at an average selling price of 45.2 euro cents, 44.3 euro cents and 43.3 euro cents, respectively. For the years ended 31 December 2014, 2013 and 2012, our Vending Business generated 2,761, 2,709 and 2,670 vends per working day, respectively.

	Vending Business				
Year	Total number of vends (millions)	Average Selling Price per vend (euro cent)	Vends per working day (in thousands)	Gross profit per vend (euro cent)	Adjusted EBITDA per vend (euro cent)
2013	645.4	44.3	2,709	33.0	9.88
2014	656.2	45.2	2,761	34.1	9.78

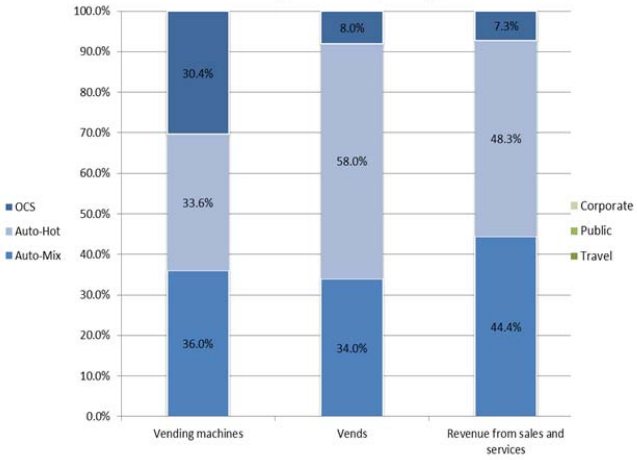
Automatic vending machines

Our automatic machines dispense products from the "Hot" and "Cold" beverages and "Snacks" segments of the food and beverage market and can be categorised as follows: (i) "Hot" machines, which dispense hot beverages, prepared instantly and (ii) "Mix" machines, which provide cold beverages, food, snacks and sandwiches. Our automatic vending machines we operate offer customers and consumers a broad range of products, including coffee and tea, soft drinks as well as in-between meals, snacks and confectionary. We are able to tailor the product offering of each automatic vending machine to the specifications of the customer. Because of the larger size of automatic vending machines, the majority of customers are corporate or public institutions. Larger customers tend to organise periodic tenders for exclusive, multi-year contracts, in some cases for placing vending machines at multiple locations. Our automatic vending machine network spans the length of Italy and has sizeable footprints in France and Spain. As of June 2015, our Hot automatic vending machines had an average age of 5.1 years and our Mix automatic vending machines had an average age of 5.4 years. Our automatic vending machines have a useful life of approximately eight years and the replacement cost of the machine is on average €1,500 to €2,000 (not including any additional installation costs).

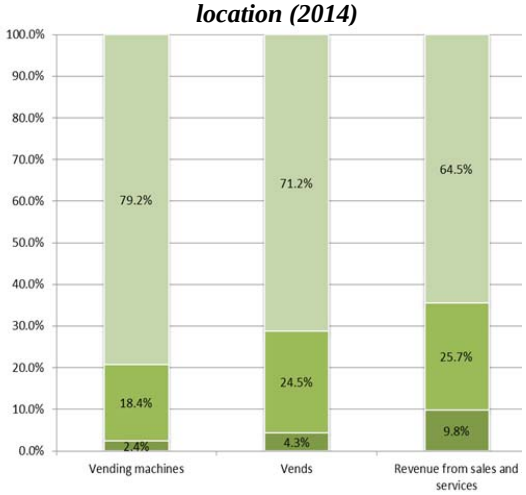
Semi-automatic vending machines

Semi-automatic vending machines offer coffee and hot beverages vending solutions. These are "Hot" vending machines, primarily focused on the OCS segment of the food and beverage market. These vending machines are typically positioned on a base or a table and are targeted for and located at small to large commercial businesses and offices. The OCS business is characterised by small customers such as shops and professional firms, with contracts that tend to be less formalised. Typically, the OCS vending machines are linked to a specific coffee brands such as Nespresso or Lavazza. The majority of these machines are not coin operated, rather we bill our customers pursuant to monthly invoices or according to their consumption of cups, stirrers and hot beverage pods, whereas the customer provides the electricity and water for the machine. As of June 2015, our semi-automatic OCS machines had an average age of 5.9 years.

Italy Vending Business statistics by type of vending machine/product (2014)



Italy automatic vending machine statistics by type of location (2014)



Customers and Consumers in Our Vending Business

Customers

We serve a highly diversified customer base, comprised of approximately 76,000 customer sites, ranging from small and large corporates to public authorities, such as transportation hubs and service stations. We believe the diversity of our customer base constitutes a strength because we acquire and maintain deep local knowledge of all parts of the vending machine operator sector with respect to private and public companies, corporates and public institutions, thereby maximising our ability to retain and win new customer relationships. This diversity of our customer base is particularly apparent in Italy, where our top 20 customers constituted only approximately 18 per cent. of our revenue for the year ended 31 December 2014 and no one customer accounted for more than approximately 2.2 per cent. of our revenue in the same period. In France, our top 100 customers constituted approximately 39 per cent. of our revenue for the year ended 31 December 2014. In Spain, our top 100 customers are more concentrated reflecting the strong relationships our local subsidiary DAV has built in that market, with our top 100 customers constituting approximately 50 per cent. of our revenue for the year ended 31 December 2014. In Switzerland, where we began operations in the beginning of 2014, all of our revenue for the year ended 31 December 2014 was generated by 121 customers.

We believe that the majority of our contracts have a duration of between two and four years, though certain contracts, in particular with SMEs are of a shorter duration and concessions with public authorities or large corporates such as the Italian railway, certain hospitals and Poste Italiane are of a longer duration, ranging from five years to 15 years.

For large corporate customers, public authorities and semi-public institutions, we generally pay a usage fee ("**redevance cost**") to place our vending machines on their premises. Redevance costs are generally negotiated according to formulas related a fixed amount per vending machine installed or to variable amounts based on sales or number of vends generated. Our long experience in the vending machine operator industry provides us with relevant

datasets to help determine competitive yet prudent redevance costs. For SMEs, usage fees are less common and generally there is no charge to us to place our vending machines on their premises. Our automatic vending machines generally provide for a variety of methods of payment depending on the type of location; for vending machines placed at customers' facilities or offices, we can arrange for prepaid payment cards to accommodate their employees. Our Office Coffee Services semi-automatic machines are generally not coin- or payment- operated, rather, we provide cups, stirrers and hot beverage pods (mostly coffee) and we invoice the customer depending on the consumption of its employees or pursuant to other fixed arrangements.

Our sales team coordinates and monitors the renewal of customer contracts and the public and large corporation tenders in which we participate. We believe our reputation for quality, excellent service, customer care and innovation has enabled us to form strong and lasting customer relationships, in some instances spanning decades, across a broad range of both small and large customers. The table below sets forth our churn rate and acquisition rate for the years ended 31 December 2012, 2013 and 2014.

	Churn Rate	Acquisition Rate
Year ended 31 December 2013	1.76%	2.14%
Year ended 31 December 2014	1.58%	1.60%

Consumers

Food and beverage products offered through our vending machines are purchased by individuals who consume such items during breaks, as in-between meals at the workplace, at recreational or educational facilities, in hospitals or government offices or while on the go on public transportation systems or at highway service stations. Though we contract with both large and small, public and private customers to place our vending machines at their premises, we recognise that our ultimate success is in the hands of individual consumers who patronise our vending machines every day. As a result, we devote significant resources to the user experience through customising and maintaining our vending machines and keeping them well-stocked with international brand-name and local items that appeal to a variety of demographics and palettes. Due to our deep network of vending machines in Italy, France and Spain, we are able to analyse broad volumes of data which benefits us when determining what locations are likely to be high-traffic and which products are likely to appeal to a wide spectrum of consumers. In addition, the state-of-the-art control system that we use to manage our vending machines allows us to monitor in the status of each machine, and optimise the refilling process to tailor our product offerings to consumer preferences.

Consumers can pay through the following means depending on the location: (i) coins and banknotes, (ii) employee cash card (a card which has been pre-loaded with money) and (ii) bank cards and credit cards.

Sales, management and customer care

We have organised our sales and commercial activities similar to our distribution and maintenance activities, by geography divided into national, regional and branch level. Typically one commercial director is responsible for area managers who are in turn responsible for sales representatives. The commercial director is in charge of the overall commercial strategy including the setting of budgets, guidelines and customers relationship management. The area manager coordinates the sales representatives who are categorised either as development (focused on new customers) or management (focused on existing customers) sales representative.

We have developed stringent and clear procedures to achieve efficient and effective customer care. Our business operates with the support of sophisticated and centralised call centres (one of Italy, one in France and two in Spain (for Spanish and Catalan)) which are integrated into our central management business procedures. Our relevant call centres telephone numbers are displayed on every machine allowing customers to directly get in touch with us for a quick resolution of any maintenance or other issues that may need to be addressed.

Operations and Facilities of Our Vending Business

We operate our Vending Business with a full service approach focused on quality, reliability and innovation. We provide our customers with one or more vending machines on their premises while taking care of the refilling of products, money collection and the maintenance of the vending machines. Our business model covers the whole value chain of vending machine operation and is comprised of the following key activities: (i) maintenance

and distribution, (ii) product procurement, (iii) purchasing and refurbishment of vending machines, and (iv) customer sales and management. The majority of our operating costs relate to our existing comprehensive distribution and logistical network. Through our extensive network of 77 branches in Italy, France, Spain and Switzerland, we can manage our operations both effectively and efficiently.

An integral factor in our operations management is our highly sophisticated information technology-based control system, which enables us to monitor in the status of each vending machine, allowing us to optimise the product restocking process, maintenance and category management. A component of our control system is the software installed in each of our automatic vending machines that allows us to track the vends that each such machine makes, thereby allowing us to analyse consumption habits, carefully tailor product offering according to demand and optimise the scheduling of maintenance, refilling and coin collection activities. As our software is already configured to record all vends, should relevant tax authorities in the markets where we operate require submission of our sales records for tax certification purposes, we believe the Group would be in a position to do so without significant additional expense. The Italian Parliament recently passed Law No. 23 of 11 March 2014 which authorises the government to adopt legislative decrees to address, among other matters, tax certification requirements for goods sold via automatic vending machines. As of the date of this Prospectus, we are involved in roundtable discussions through the Confida trade group and the Italian tax authorities to consult on the parameters of any new tax certification requirements in Italy.

Maintenance and distribution

The maintenance and distribution infrastructure of our Vending Business is organised into three geographic levels: national, area and branch. Typically one operation director on the national level manages area supervisors which in return are responsible for the technicians or logistics personnel that work at the branch level. Our operation directors generally manage and monitor maintenance and distribution strategy centrally, as well as coordinate the activities of our area managers. Area managers are assigned by function, either restocking or technical supervision, and are responsible for the definition and coordination of the respective logistic strategy for their areas. As of 31 December 2014, we employed approximately 1,380 technical and restocking personnel whose duties included the changing of product prices, the restocking of vending machines and the downloading of vending machine transaction data. Some of our restocking efforts are outsourced to a cooperative (comprising approximately 15 per cent. of our total workforce as of 31 December 2014). Cash collection is integrated with the restocking operations in order to maximise efficiency, and the coins generated by our Vending Business are processed by our Coin Service Business.

Our control system is central to coordinating maintenance and distribution and deploying our personnel. These tools provide management and supervisors with the ability to pinpoint where maintenance and restocking services are required and provides us with several benefits such as: (i) better customer service with faster response time, (ii) minimisation of lost sales due to empty machines and (iii) optimisation of the restocking process (and minimisation of the associated costs). Our monitoring systems have reduced the number of refill requests we receive from customers by 10 per cent. from 2012 to 2013 and by 11 per cent. from 2013 to 2014, despite an increase in the size of our network (data from Vending Business (Italy) only). In addition, the number of technical assistance requests performed within eight hours has increased from 88.1 per cent. in 2012 to 90.0 per cent. in 2013 and to 91.0 per cent. in 2014 (data from Vending Business (Italy) only). See also "*Risk Factors—Risks Related to the Business of the Issuer and the Group (Including the Future Guarantors)—A failure of our key information technology, inventory management and maintenance systems or processes could have a material adverse effect on our ability to conduct our business*".

Product deliveries are accepted and then stored in one of our 77 branches, each of which has its own warehouse space. From there, area managers supervise the distribution and restocking of vending machines under their remit.

Product procurement

We manage a centralised purchasing department which is responsible for the entire procurement of products on a global basis. We source a majority of goods from well-known producers including brands such as Coca-Cola, Lavazza, Mars, Nespresso, Algida, Red Bull, Twinings, Loacker, Kraft Foods, San Carlo, Ferrarelle, Nestlé, Beretta, Yoga, Ferrero, Scotti, Schweppes, Ristora Instant Drinks, Vicenzi Group, Pepsi, Saiwa, Ringo, San

Pellegrino, San Benedetto and Santal. We choose all of our suppliers of food and beverages carefully and value maintaining a broad supplier base. For some of the most well-known producers of branded products, we represent their largest distribution channel in the vending machine segment. Together with some of our suppliers, we have developed tailor-made packaging solutions to enhance the sales of their products using our vending machines. In addition, we believe that the vending machine distribution channel is an attractive value proposition for our suppliers because it represents, along with the large fast-moving consumer goods distribution channel (e.g., supermarkets), a method to reach the final consumer directly.

The enactment and national implementation of the Directive 2011/7/EU (the "**EU Late Payments Directive**") generally requires us to settle trade payables between 30 to 60 days, depending on the nature of the transaction. For purchases of certain raw food products, depending on the supplier and legal requirements, we must settle our trade payables within 60 days which created a one-off impact on our working capital in the year ended 31 December 2012.

Purchasing and refurbishment of vending machines

We have invested in and developed strong relationships with certain vending machine manufacturers. We continuously evaluate all of our suppliers and maintain preferred business relationships with various suppliers of vending machines. The supply of most of the vending machines is coordinated and managed from our headquarters on a European level. Typically, the base vending machine is delivered to us and is then modified with extra features such as payment systems, filtering systems, telemetry or light-emitting diodes. The functionality of the vending machine is tailored to the specific needs and requests of the customer.

In order to optimise the total lifecycle of the vending machines and to reduce the overall annual investment requirements, since 2009 we have been increasing our refurbishment activities. Today, we operate two refurbishment centres located in Pomezia and Orio al Serio, Italy and our branches in Paris and Nice, France and Barcelona, Spain include refurbishment functions for the relevant geographies. The costs for refurbishment are much lower than a newly purchased vending machine, thanks to our unique know-how among vending machine operators. From 2012 to 2014 the number of refurbished automatic machines increased by approximately 15 per cent., while the number of purchased automatic machines in the same period decreased by half.

Our Coin Service Business

Building on our specialised expertise in managing the logistics of the large- scale operation of vending machines, on March, 31 2011, we acquired, in conjunction with minority partners, a controlling stake in the subsidiaries that operate our Coin Service Business. Our Coin Service Business manages metallic money in various ways, including the collection, packaging and delivery of coins for customers such as banks, large retailers, vending operators (including our Vending Business), train and highway ticket offices. Our Coin Service Business earns a fixed fee for the number of coins collected and counted, irrespective of the face value of the coin.

Our Coin Service business operates only in Italy from seven coin handling facilities. Each facility contains state-of-the-art coin processing and packaging machines which can count up and package coins. An advanced video surveillance and security system protects our facilities and we track the locations of our vehicles by satellite.

Environment and Sustainability

We are committed to operating our business while respecting the environment and other social considerations. As a company, we are increasingly aware of nutritional, environmental and sustainability issues and we recognise that many of our customers and consumers have similar concerns. As a result, we have developed a number of eco-projects under our "Vending Made Responsible" brand which we have implemented in Italy, France and Spain. One such initiative is "Bio Break", in which we purchase fair trade and organically farmed coffee beans for certain of our Office Coffee Service customers and use cardboard cups and wooden stirrers made from recycled materials. "Bio Break" also includes our efforts to stock healthy choices such as fresh fruits and yoghurts and to cater to consumers with certain dietary restrictions. Another initiative is our "Eco-sustainable company" policy which includes a wide range of environmentally-friendly policies such as special energy saving modes for certain vending machines, a fleet of methane and electric vehicles so that our restocking activities are carried out in a low-impact way and the use of photovoltaic panels at our Group headquarters in Italy to reduce our consumption of

fossil fuels and our carbon dioxide emissions. Finally, we take care to customise and design vending machines that take into account the needs of disabled users.

In Italy, we have achieved ISO 14000 environmental certification which is a family of standards related to environmental management focused on the development of processes to proactively monitor and reduce activities that could negatively affect the environment and seek to achieve continual improvements thereof. As a result of this commitment, we only use ISO 14000-certified suppliers.

Employees

As of 31 December 2014, our Group employed 2,168 workers (of which approximately 1,380 were dedicated to restocking, providing technical assistance and customer care). Restocking and related logistics represents the function with the highest number of employees, followed by technicians, hardware logistics, sales and finance.

The following table shows a breakdown of our Group companies' employees by category as of the periods indicated.

	As of 31 December	
	2013	2014
	(number of employees)	
Executives	1	2
Managers	34	35
Employees	514	518
Workers	1,478	1,587
Trainees	22	26
Total	**2,049**	**2,168**

Property and Equipment

We conduct our Vending Business and Coin Service Business primarily through the leasing of property and also the ownership of machines (vending machines in the case of Vending Business and coin counting machines in the case of the Coin Service Business). We lease 77 branches in Italy, France, Spain and Switzerland and we have also rented an office in Luxembourg, where the Issuer is incorporated. Our properties are typically leased for fixed period of years. In general our lease agreements are terminable at our option prior to the maturity date, in certain cases with a penalty. In certain instances, our leases are structured as finance leases, granting us the option to purchase the property at the maturity of the lease for a set sum, plus any taxes payable. We believe that our facilities, which are of varying ages and types of construction, are in good condition, are suitable for our operations and generally provide sufficient capacity to meet our requirements for the foreseeable future.

With respect to other fixed assets, we own approximately 153,900 vending machines as part of our Vending Business and a fleet of vehicles dedicated to restocking our vending business. For our Coin Service Business, we own and lease machines and other equipment relating to our Coin Service Business with a total value of €1.3 million and €0.9 million, respectively, and as of 31 December 2014. We believe our equipment is in good condition, suitable for our operations and their uses within the Group.

Intellectual Property

We reply on a combination of trademarks, licences agreements, non-disclosure agreements and proprietary know-how to protect our proprietary rights. We do not believe that any individual item of our intellectual property portfolio is material to our business. We employ various methods, including confidentiality and non-disclosure agreements with third parties, employees and consultants to protect our trade secrets and know-how. We are the holder of various national and European Community trademarks for our various brand names in the markets in which we operate. To date, no third party has brought legal or administrative proceedings challenging the validity of our trademarks.

Research and Development

Our research and development efforts are focused on three areas: (i) vending machine technologies, customisation and refurbishment, (ii) product innovation, and (iii) customers and consumers. In the area of vending machine technologies, customisation and refurbishment, we focus on developing new POS payment systems involving digital and credit card payments, research into new methods of monitoring product stock and machine status and refurbishment techniques to extend the useful life of our vending machines. Our efforts also include improvement of datalinks with our central network to accurately transmit sales information and maintenance issues so that such information can be utilised. In the area of product innovation, we work with our food and beverage suppliers to design or modify their packaging with a view to maintaining an appropriate temperature, preserving taste and flavour and catching the consumer's eye. In the area of customers and consumers, we analyse and interpret data we receive from our vending machines to determine the right product offering for diverse demographics and locations. We also solicit regular feedback from our customers in an effort to continually improve our products and services.

Our research and development is concentrated at our headquarters in Seriate, Italy.

Regulation and Quality Control

Vending Business

We operate in a regulated environment and are subject to various laws and regulations administered by local, national and other government entities and agencies in Italy, France and Spain and at the European Union level, regarding food hygiene and food labelling requirements, environmental protection, public tenders, worker and public health and safety, among others matters. Our regulators include the European Food Safety Authority, the Italian National Committee for Food Safety (*Comitato nazionale per la sicurezza alimentare*), the French Agency for Food, Environment and Occupational Health and Safety (*Agence nationale de sécurité sanitaire de l'alimentation, de l'environnement et du travail*) and the Spanish Food Safety and Nutrition Agency (*Agencia española de seguridad alimentaria y nutrición*).

European-level regulations which affect our business include, but are not limited to, EU Regulation 852/2004 of 29 April 2004 on the hygiene of foodstuffs and EU Regulation 853/2004 of 29 April 2004 laying down specific hygiene rules for the hygiene of foodstuffs (together, the "**Foodstuffs Hygiene Regulations**") and EU Regulation 1169/2011 of 25 October 2011 on the provision of food information to consumers (the "**Food Information Regulation**"). The Foodstuffs Hygiene Regulations require, among other things, that we obtain and maintain hazard analysis and critical control points certification, including instructing our employees in this regard. We are also required to undertake certain information reporting to the competent public health authorities regarding our business practices and, in some cases, to consult with such authorities before we make material changes to our distribution network. In addition, the Foodstuffs Hygiene Regulations include more stringent requirements for food products of animal origin which we may sell in our vending machines, for example, sandwiches containing cooked and cured meats, patés, smoked or cured fish, sausage or cured meat snacks, soft cheeses or pastries made with eggs or cheese. European legislation regulates the temperature settings at which these products must be kept (below 8° Celsius) as well as the length of time they can be displayed. Vending machine operators are not required to furnish food information pursuant to the Food Information Regulation and the provisions regarding allergen labelling in hot beverages do apply to Office Coffee Services business. Though vending machine operators are exempt from some regulations because we are not categorised as food producers, we must still comply with European regulations that are relevant to certain of our products and be able to make assessments according to each situation.

With respect to food safety and hygiene, we have adopted a company hygiene practices manual which: (i) includes regular training for our existing employees and new hires, (ii) requires preventive and regular maintenance and cleaning of the vending machines, and (iii) mandates the use of products that have been specifically tested for the food sector. We are also subject to provisions of Italian Legislative Decree 152/2006 (Environmental Code) regulating, *inter alia,* emissions in the air, water and waste disposal.

In recent years, national and local authorities have begun introducing regulations and requirements motivated by concerns regarding nutrition and environmental sustainability. These measures have included, among other things, greater emphasis on food labelling and disclosure of nutritional content, requirements to utilise

recyclable packaging materials, and additional taxes on food and beverage items with high sugar content. For example, since 2005, France only allows vending machines in schools to stock products such as edible seeds, unsalted nuts and fruit and vegetables. No confectionery, chocolates or crisps are allowed and the only permissible beverages are water, pure fruit juices, yoghurt and milk drinks, low-calorie hot chocolate, tea and coffee. See "*Risk Factors—Risks Related to the Business of the Issuer and the Group (Including the Future Guarantors)—The food and beverage industry is highly regulated and our business could be materially adversely affected by changes in governmental regulation and legislation or by associated compliance costs. Moreover, failure to comply with governmental regulations could result in the imposition of fines or restrictions on operations and remedial liabilities*" and "*Risk Factors—Risks Related to the Business of the Issuer and the Group (Including the Future Guarantors)—Perishable food product losses could materially impact our results".*

In addition, as operators of equipment, we are also required to operate our vending machines according to national and European Union level standards regarding energy consumption and, in some cases, standards regarding the use of certain compounds related to refrigeration.

Moreover, when we compete for public administration contracts, for example, tenders to supply vending machines or provide coin management services to transportation authorities, we must comply with applicable national regulations regarding public tenders. According to Italian law, supply, works and services contracts between contracting authorities and contractors, suppliers, or service providers such as ourselves, are governed by, *inter alia*, Italian Legislative Decree 12 April 2006, No. 163 and Italian Presidential Decree 5 October 2010, No. 207, though contracting authorities may, under certain conditions, derogate from certain provisions thereunder. Such regulations require that contracts with public authorities are generally not automatically renewable and must be put to public tender through a transparent bidding process.

Our quality, hygiene, safety and environment integrated quality control system has been ISO 9001-2008 and ISO 14001:2004 certified and this is our main tool to comply with the applicable Italian and European trade regulations in the field of quality assurance.

We believe our Vending Business is in material compliance with all laws and regulations with respect to food safety, hygiene and safety and work matters (or administrative orders relating to alleged prior violations thereof) applicable in markets in which we operate.

Coin Service Business

Our coin handling machinery is designed to detect counterfeit or unfit coins that come into our possession as required pursuant to European legislation implemented in Italy pursuant to Italian Law Decree 350/2001 of 26 September 2001, as amended. Counterfeit or unfit coins are handed over to the competent authorities. Our Coin Service Business is also subject to the provisions of Italian Royal Decree No. 773 of 18 June 1931 regarding coin handling. We are also subject to regulation with respect to our security arrangements at our facilities under applicable Italian law. We believe our Coin Service Business is in material compliance with all laws and regulations related to anti-counterfeiting and public safety.

Insurance

We maintain insurance coverage under various liability and property insurance policies for, among other things, damages in the areas of operations, environmental liabilities and business interruption. Our vending machines are insured against third party claims and they carry certain insurance protection against damage or vandalism. Our other fixed assets, such as technical equipment used in distribution, restocking and vending machine refurbishment, information technology and office equipment, are protected by a bundled industrial insurance policy (damages from fire, catastrophes, theft, flood and severe weather) that includes a business interruption insurance when business interruption is caused by an insured property damage. We also maintain various legal services, transportation, accident and motor vehicle insurance policies as well as a directors' and officers' liability insurance. We believe that the level of insurance which we maintain is appropriate for the risks of our business and is comparable, in each case, to that maintained by other companies in our markets operating in the same business lines.

We do not have insurance coverage for all interruptions as a result of operational risks because in our view, these risks cannot be insured or can only be insured on unreasonable terms. See "*Risk Factors—Risks Related to the*

Business of the Issuer and the Group (Including the Future Guarantors)—Our insurance is limited and subject to exclusions, and depends on the ongoing viability of our insurers; we may also incur liabilities or losses that are not covered by insurance" and "*Risk Factors—Risks Related to the Business of the Issuer and the Group (Including the Future Guarantors)—We are exposed to credit risk related to our customers which may cause us to make larger allowances for doubtful trade receivables or incur write-offs related to impaired debts*".

Legal Proceedings

The Issuer

The Issuer is party to various legal proceedings (including tax audits) involving routine claims that are incidental to its business. In most cases the Issuer's legal and financial liabilities with respect to such proceedings cannot be estimated with certainty. Except as disclosed herein, there have been no governmental (including tax audit), legal or arbitration proceedings (including any such proceedings which are pending or threated of which the Issuer is aware), during the period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the Issuer and/or the Group's financial position or profitability. See "*Risk Factors—Legal, Taxation and Regulatory Risks—We are subject to risks related to litigation and other legal proceedings in the normal course of our business and otherwise*" and "*Risk Factors—Legal, Taxation and Regulatory Risks—We are from time to time involved in various tax audits and investigations and we may face tax liabilities in the future*".

The Future Guarantors

IVS Italia

IVS Italia is party to various legal proceedings (including tax audits) involving routine claims that are incidental to its business. In most cases IVS Italia's legal and financial liabilities with respect to such proceedings cannot be estimated with certainty. Except as disclosed herein, there have not been any governmental (including tax audit), legal or arbitration proceedings (including any such proceedings which are pending or threated of which IVS Italia is aware), during the period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on IVS Italia's financial position or profitability. See "*Risk Factors—Legal, Taxation and Regulatory Risks—We are subject to risks related to litigation and other legal proceedings in the normal course of our business and otherwise*" and "*Risk Factors—Legal, Taxation and Regulatory Risks—We are from time to time involved in various tax audits and investigations and we may face tax liabilities in the future*".

Italian Antitrust Authority Investigation

On 17 July 2014, the Italian Antitrust Authority (the "**IAA**") began an investigation into possible agreements between 14 companies (including IVS Italia) aimed at restricting competition in the Italian vending machine market. On 25 February 2015, the IAA expanded their investigation to include three additional companies and to encompass a broader range of possible anti-competitive arrangements between the companies. On 23 July 2015, the IAA made the documents seized from the investigation targets publically available. A hearing related to the findings with respect to IVS Italia's involvement is scheduled for 26 October 2015. The IAA is due to complete the investigation by the end of 2015. IVS Italia has determined that the probability of an adverse finding from the IAA investigation is low and, therefore, it has made no provision for any liabilities arising therefrom. See "*Risk Factors—Legal, Taxation and Regulatory Risks—We are susceptible to claims of anti-competitive practices*" and "*Risk Factors—Legal, Taxation and Regulatory Risks—We are subject to risks related to litigation and other legal proceedings in the normal course of our business and otherwise*".

Audit Proceedings

On 6 May 2015, IVS Italia received notice from the Italian tax authority (*Agenzia delle Entrate*) that its results for the years ended 31 December 2010, 2011 and 2012 are subject to audit. Although the Italian tax authority has begun the audit process, the process remains in its early stages and as such IVS Italia is not in a position to estimate its effects on its operations or any potential additional taxes for such periods, penalties or fees.

S. Italia

S. Italia is party to a routine tax audit. S. Italia's liability with respect to such proceeding cannot be estimated with certainty, however, there have not been any governmental (including tax audit), legal or arbitration proceedings (including any such proceedings which are pending or threated of which S. Italia is aware), during the period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on S. Italia's financial position or profitability. See "*Risk Factors—Legal, Taxation and Regulatory Risks—We are subject to risks related to litigation and other legal proceedings in the normal course of our business and otherwise*" and "*Risk Factors—Legal, Taxation and Regulatory Risks—We are from time to time involved in various tax audits and investigations and we may face tax liabilities in the future*".

Investments

The Group's investments primarily concern the acquisition of new business units and the acquisition of new equipment, including vending machines, coin/token dispensers, payment systems and their accessories, vehicles and transport vehicles. The Group acquires new equipment with the aim of serving its increasing customer base and to improve the service offered to customers.

Since the Issuer, the Future Guarantors and their respective subsidiaries operate the same consolidated business, investments are typically considered at the Group level and, therefore, have been presented here on a consolidated basis and not by individual Group company.

In the year ended 31 December 2014, the Group's investments totalled €67.9 million, including €24.9 million for the acquisition of new business units and €24.6 million for the acquisition of new equipment.

For the six months ended 30 June 2015, the Group's investments totalled €31.1 million, including €6.3 million for the acquisition of new business units and €16.5 million for the acquisition of new equipment.

The Group expects that investments in the second half of 2015 will be lower than those of the first half of 2015, and that, on the whole, investments for 2015 will be slightly higher than 2014 levels, in line with the growth in revenues. The Group intends to use cash from generated from its operations and available credit facilities, if necessary, to fund future investments.

Material Financings of the Group

IVS F's €250,000,000 7.125 per cent. Senior Secured Notes due 2020

On 2 April 2013, IVS F issued €200.0 million aggregate principal amount of its 7.125 per cent. Senior Secured Notes due 1 April 2020 and on 28 March 2014 the Issuer issued an addition €50.0 million aggregate principal amount of its 7.125 per cent. Senior Secured Notes due 1 April 2020 (the "**Existing Notes**"). Approximately €243.8 million of the Existing Notes remains outstanding. The Existing Notes were issued pursuant to the Existing Notes Indenture. The Existing Notes are senior secured obligations of IVS F and are secured by a first-ranking pledge over all of the shares of IVS F, IVS Italia, S. Italia and Fast Service owned by the Issuer and a first-ranking pledge over IVS F's rights under a loan of the net proceeds from the offering of the Existing Notes to IVS Italia (the "**Existing Notes Collateral**"). The Existing Notes Collateral ranks senior in right of payment to all of IVS F's existing and future unsecured senior and existing and future subordinated indebtedness. Interest on the Existing Notes accrues at the rate of 7.125 per cent. per annum and is payable semi-annually in arrear in cash on each 1 April and 1 October commencing on 1 October 2013. Subject to certain limitations, the Existing Notes are guaranteed by each of the Issuer, IVS Italia, S. Italia and Fast Service.

Upon the occurrence of a change of control of the Issuer (as parent guarantor of the Existing Notes) at any time, the holders of the Existing Notes will have the right to require IVS F to repurchase the Existing Notes at a price equal to 101 per cent. of the principal amount thereof plus accrued and unpaid interest and additional amounts, if any, to the date of repurchase.

The Existing Notes Indenture restricts, among other things, the Issuer's (as parent guarantor of the Existing Notes) and its restricted subsidiaries' ability to: (i) incur or guarantee additional indebtedness and issue certain

preferred stock; (ii) pay dividends or make other distributions on, redeem or repurchase capital stock; (iii) make certain restricted investments; (iv) prepay or redeem subordinated debt; (v) create or incur certain liens; (vi) create encumbrances or restrictions on the payment of dividends or other distributions, loans or advances to and on the transfer of assets to the Issuer (as parent guarantor of the Existing Notes) or any of its restricted subsidiaries; (vii) sell, lease or transfer certain assets including stock of restricted subsidiaries; (viii) merge or consolidate with other entities; and (ix) enter into certain transactions with affiliates.

The Terms and Conditions provide that if the Issuer shall have failed to: (i) on or prior to the Longstop Date, redeem, or cause to be redeemed, at least €200.0 million aggregate principal amount of the Existing Notes (including the pro rata share of the Existing Notes held by the Group at the Existing Notes Redemption Date) or (ii) within 30 business days of the Existing Notes Redemption Date, procure that each of the Future Guarantors, or their successors, shall grant the Future Guarantees, then all, but not some only, of the Notes shall be subject to a special mandatory redemption at their principal amount, plus accrued and unpaid interest and additional amounts, if any, from the Issue Date to the date of such special mandatory redemption. In the event of such special mandatory redemption of the Notes the Existing Notes would remain unredeemed and outstanding. See "*Terms and Conditions of the Notes—Redemption and Repurchase—Special Mandatory Redemption*", "*Risk Factors—Risks Related to the Offering, the Notes and the Future Guarantees—If completion of the Existing Notes Redemption is delayed beyond the Longstop Date or the Future Guarantees are not granted within 30 business days of the Existing Notes Redemption Date, the Issuer will be required to redeem the Notes at par, which means that you may not obtain the return you expect on the Notes*" and "*Risk Factors—Risks Related to the Offering, the Notes and the Future Guarantees—The Notes will not be guaranteed by the Future Guarantors at issuance, and once the Future Guarantees have been granted they will be significantly limited by applicable laws and are subject to certain limitations and defences*".

Existing Notes Proceeds Loan

IVS F, our direct subsidiary and the issuer of the Existing Notes, is party to a proceeds loan agreement dated 4 April 2013, as modified on 28 March 2014 and 29 August 2014, by and between IVS F, as lender, and IVS Italia, as borrower, under which IVS F extended to IVS Italia the net proceeds of the Existing Notes amounting to €246.0 million (the "**Existing Notes Proceeds Loan**"). Interest on the Existing Notes Proceeds Loan accrues at a rate of 7.250 per cent. per annum and the Existing Notes Proceeds Loan matures on 27 March 2020. The Existing Notes Proceeds Loan is a senior obligation of IVS Italia.

Following the expected completion of the Existing Notes Redemption, and depending on the structure of the same, the Group intends to amend the Existing Notes Proceeds Loan and/or replace the Existing Notes Proceeds Loan with such intra-Group financings reflecting the refinancing of the intra-Group debt resulting from the Offering and the Existing Notes Redemption.

Vending System Italia S.p.A. Financing Agreement

Our indirect subsidiary VSI is party to the VSI Finance Agreement in the amount of €21.3 million originally dated as of 18 October 2006, as modified and restated as of 29 June 2009 by and between VSI, as borrower, the Issuer, as guarantor, BNL, as facility agent, Centrobanca—Banca di Credito Finanziario e Mobiliare S.p.A. and Interbanca S.p.A. as lenders. The facility comprised the following outstanding tranches as of 31 December 2012: (i) an amortising line of credit in the amount of €6.5 million with maturity in November 2017; (ii) a nine year bullet credit line in the amount of €4.3 million with maturity in May 2018; and (iii) a ten year bullet line of credit in the amount of €4.1 million with maturity in May 2019. As of 30 June 2015, there was €11.3 million outstanding under the VSI Finance Agreement. The VSI Finance Agreement will remain outstanding following the Offering.

The VSI Finance Agreement is governed by Italian law.

Interest Rate. Interest is set a rate per annum equal to six month EURIBOR plus a margin, initially set at 0.50 per cent., payable semi-annually. An additional margin of 2.00 per cent. is charged on defaulted interest payments.

Representations and Warranties. The VSI Finance Agreement contains customary representations and warranties regarding, *inter alia,* VSI's due incorporation, share capital, compliance with applicable laws and maintenance of insurance.

Guarantee. The VSI Finance Agreement is guaranteed on an unsecured basis by the Issuer.

Security. The VSI Finance Agreement is secured by a pledge of the entire share capital of VSI owned by the Issuer.

Financial Covenants. The VSI Finance Agreement does not contain any financial maintenance covenants.

Undertakings. The VSI Finance Agreement contains the following undertakings in which VSI pledges not to undertake the following actions without, as applicable, the prior notice to or the prior written consent of BNL (such consent to not be unreasonably withheld): (i) change its by-laws (*statuto*) in any way that would prejudice BNL's or the lenders' interests under the VSI Finance Agreement; (ii) grant guarantees in favour of third parties; (iii) reduce its share capital (except as required by law); (iv) initiate voluntary winding-up procedures; (v) engage in acts of merger, split-off or spin-off (except for mergers with the Issuer), *provided however* that VSI can merge with other entities as required by law or in connection with acquisitions, as long as certain information is furnished to BNL regarding such merger plan; (vi) securitisations and debt offerings, unless such instrument is subordinated to VSI's obligations under the VSI Finance Agreement; (vii) effect transactions which would result in the Issuer holding less than 51 per cent. of VSI's share capital; (viii) pledge any assets (except as required by law); (ix) incur any indebtedness unless it is *pari passu* to VSI's obligations under the VSI Finance Agreement; and (x) repay any shareholders' loans to the Issuer. In addition, the VSI Finance Agreement contains affirmative covenants in which VSI pledges, *inter alia,* to: (i) pay all taxes, except those which are contested in good faith; and (ii) grant to BNL and to the other lending banks right of first refusal with respect to any hedging contracts related to the VSI Finance Agreement. The VSI Finance Agreement also contains additional customary information reporting covenants.

Events of Default. The following events constitute events of default under the VSI Finance Agreement and permit BNL, as agent thereunder for the other lenders, to accelerate and demand prepayment under the VSI Finance Agreement: (i) missed interest or principal payment under the VSI Finance Agreement, except due to technical or administrative error and unless otherwise cured within 5 working days following the missed payment date; (ii) if the VSI Finance Agreement or any related document (i.e., deed of amendment thereunder or deed of guarantee by the Issuer) is declared invalid; (iii) VSI is unable to fulfil its obligations under the VSI Finance Agreement and such a failure is not cured within 15 working days; (iv) VSI is declared insolvent, commences liquidation proceedings or winding-up; (v) VSI violates the law in a way that substantially prejudices its ability to fulfil its obligations under the VSI Finance Agreement; (vi) any representation and warranty given by VSI was untrue at the moment it was made and not cured within 15 working days of BNL giving notice of such inaccuracy; (vii) any license or authorisation granted to VSI is suspended or expires and is not renewed and such lack of license or authorisation substantially prejudices VSI's business activities to render it unable to fulfil its obligations under the VSI Finance Agreement; (viii) VSI prepays its shareholder loans to the Issuer; and (ix) VSI undergoes a change of control (the Issuer's equity stake in VSI falls below 51 per cent.).

IVS Italia Financing Agreement

IVS Italia is party the IVS Finance Agreement in the amount of €7.0 million dated as of 9 March 2015, by and between IVS Italia, as borrower and Banco Popolare as lender. As of 30 June 2015, there was €7.0 million outstanding under the IVS Italia Finance Agreement. The IVS Italia Finance Agreement will remain outstanding following the Exchange Offer.

The IVS Italia Finance Agreement is governed by Italian law.

Interest Rate. Interest is set a rate per annum equal to three month EURIBOR plus a margin, initially set at 1.75 per cent. An additional margin of 1.00 per cent. is charged on defaulted interest payments.

Financial Covenants. The IVS Italia Finance Agreement does not contain any financial maintenance covenants.

Events of Default. The following events, *inter alia*, constitute events of default under the IVS Italia Finance Agreement and permit Banco Popolare to accelerate and demand prepayment under the IVS Italia Finance Agreement: (i) initiation of a claim or litigation, foreclosure, any attachment or seizure, creation of judicial or legal mortgage against IVS Italia that may adversely impact Banco Popolare's credit rights; (ii) IVS Italia is declared insolvent, commences liquidation or winding–up proceedings or cedes assets to creditors; (iii) the occurrence of any event that may adversely affect the economic and financial conditions of IVS Italia which could prejudice the reimbursement of the facility by IVS Italia; (iv) IVS Italia fails to fulfil financial and/or monetary obligations pursuant to other transactions with Banco Popolare. The following events, *inter alia*, are causes of termination of the IVS Italia Finance Agreement: (i) missed interest or principal payment under the IVS Italia Finance Agreement and (ii) untruthfulness of the documentation and the communications addressed to Banco Popolare by IVS Italia.

CSH Shareholder Loan

The Issuer is party to a loan agreement with CSH S.r.l. as borrower for an amount of approximately €3.4 million executed on 25 March 2011 (the "**CSH Shareholder Loan**"). The CSH Shareholder Loan matures on 31 December 2018. The interest rate is set at six-month EURIBOR plus a margin of 1.00 per cent. The CSH Shareholder Loan does not contain any financial or non-financial covenants and the loan can be prepaid.

Finance Leases

The Group is party to a number of finance leases related to the leasing of our main country offices, warehouses and branch offices recorded as a liability of €12.0 million on our balance sheet as of 30 June 2015, related to finance leases entered into by our non-Future Guarantor subsidiaries as detailed below. The following descriptions summarise our material finance leases. Our finance leases are subject to customary conditions, including, *inter alia,* conditions regarding our beneficial occupancy of the relevant sites, prompt payment of interest and amortisation instalment, payment of taxes and municipal charges, maintenance of the property and maintenance of insurance coverage. All of our finance lease agreements are recorded on our balance sheet in accordance with IAS 17 under IFRS.

France

A subsidiary of IVS France S.a.S. ("**+39 SCI** ") is party to a finance lease agreement in the amount of approximately €8.3 million dated as of 13 July 2010 by and between IVS France S.a.S., +39 SCI , Sogébail and Finamur, two French mortgage credit institutions, concerning the construction and eventual rent of a new site in Argenteuil (Val-d'Oise) outside Paris. As part of the finance lease agreement, Sogébail and Finamur pre-funded construction expenses for the new site. +39 SCI commenced paying rent on the new premises on 1 November 2011. The duration of the finance lease agreement is until 31 October 2026. At maturity of the lease, +39 SCI will have the option to acquire the site from Sogébail and Finamur for the amount of €1.2 million. The interest rate on the amounts disbursed by Sogébail and Finamur is set at three month EURIBOR plus a margin.

Spain

Our subsidiary DAV is party to a finance lease agreement in the amount of approximately €4.6 million dated as of 29 July 2011, by and between DAV and Banco de Sabadell, S.A. concerning the construction and lease of a new site in Espluges de Llobregat, outside Barcelona. As part of the finance lease agreement, Banco de Sabadell, S.A. pre-funded construction expenses for the new site. Furthermore, on 29 July 2012, the finance lease agreement was amended to include a further disbursement by Banco de Sabadell in the amount of €3.5 million for expansion of the facility. The duration of the finance lease agreement is until 29 July 2031. At maturity of the lease, DAV will have the option to acquire the site from Banco de Sabadell, S.A. for the amount of approximately €19,700. The interest rate on the amounts disbursed by Banco de Sabadell, S.A. was initially set at a fixed interest rate and then reset at three month EURIBOR plus a margin.

Italy

Our subsidiary D.D.S. S.p.A. Distributori Automatici ("**DDS**") is party to a finance lease agreement in the amount of approximately €2.7 million dated as of 3 December 2010, by and between DDS and UniCredit Leasing S.p.A. concerning the purchase and remodelling of a new site in Pontedassio (Imperia) in the Liguria region

of Italy. As part of the finance lease agreement, UniCredit Leasing S.p.A. pre-funded the purchase price of the site and certain remodelling costs. The duration of the finance lease agreement is until December 2028. The interest rate on the amounts disbursed by UniCredit Leasing S.p.A. was set at three month EURIBOR plus a margin. At maturity of the lease, DDS will have the option to acquire the site from UniCredit Leasing S.p.A. for the amount of approximately €540,000 plus any taxes due.

Material Contracts of the Group

Other than the financing contracts described above in "*—Material Financings*", the Group has not entered into material contracts outside the ordinary course of its business, which could result in any group member being under an obligation or entitlement that is material to the Group's ability to meet its obligations to the Noteholders.

Our Industry and Market Position

Although we have activities in France, Spain and Switzerland, Italy remains our primary reference market (81.8 per cent. of our sales for the twelve months ended 30 June 2015 were generated in Italy). As estimated by the Italian vending machine association Confida, the Italian vending machine operator market was worth approximately €2.1 billion in revenue in 2014 (−1.19 per cent. growth versus 2013). Confida estimates that approximately 5.9 billion vends were executed in the Italian market in 2014 (as compared to approximately 6.3 billion vends in 2013), of which 72 per cent. were from hot beverage and OCS machines. According to Confida, as of 2014, there were approximately 2.4 million vending machines in Italy, which we believe to be one of the largest vending machine bases in Europe.

Vending Business

The European vending machine operator market is characterised by significant fragmentation and intense competition. We are one of the few vending machine operators competing on a European level. According to management estimates from revenue data reported by Confida, we had a market share of 11.9 per cent. in 2014 and we believe we were the clear leader in the fragmented Italian vending machine operator market. We are the third largest vending machine operator in Europe (excluding Coca Cola and Alois Dallmayr KG which operate but are also active in other businesses). On a European level, our chief competitors include Selecta and Autobar, both of which compete in multiple geographies in Europe, including France and Spain, but neither of which is present in Italy. We also compete with medium-sized players such as D.E. Master Blenders 1753 (formerly known as Sara Lee), Argenta, Café+Co and Alois Dallmayr KG. In addition, we confront myriad small players that operate a few vending machines each in discrete locations as each of our principle markets has a fragmented competitive landscape. See "*Risk Factors—Risks Related to the Business of the Issuer and the Group (Including the Future Guarantors)—We operate in highly competitive industries, and if we do not compete effectively, we may lose market share or be unable to maintain or increase prices for our services*" and "*Risk Factors—Legal, Taxation and Regulatory Risks—We are susceptible to claims of anti-competitive practices*".

Due to the nature of the products we offer in the food and beverages sector, specifically in-between meals, snacks and confectionary for consumers on the go, we also compete with different service providers, notably fast food and take-away chains, cafés and bars, kiosks and sandwich shops. Many of our vending machines are located in close proximity to such establishments and consumers may make their in-between meal, snack or coffee selection based on a variety of factors and taking into account, among other things, the consumer's available time, the different providers' product offerings and price.

Coin Service Business

Our Coin Service Business competes certain large security and cash handling/secured transportation companies that offer, among other security and surveillance services, coin management. We also compete with smaller coin management companies that operate at a regional level, whereas our Coin Service Business has a nationwide reach and we believe it is the only nationwide operator solely focused on coin management.

Selected Financial and Operational Information of the Issuer

The consolidated selected financial and operational information of the Issuer as of and for the year ended 31 December 2013 have been restated in order to reflect the retrospective application of IFRS 11, which became effective for annual periods beginning on or after 1 January 2014 and requires that jointly-controlled entities be accounted for using the equity method of accounting. In addition, the consolidated selected financial and operational information of the Issuer as of and for the year ended 31 December 2013 were further restated to reflect the finalisation of the purchase price allocation for an acquisition completed in 2013, the measurement period for which ended in the fourth quarter of 2014.

Consolidated Income Statement:

	For the year ended 31 December (audited)		For the six months ended 30 June (unaudited)		For the twelve months ended 30 June (unaudited)
	2013	2014	2014	2015	2015
	(in thousands of €)				
Revenues from sales and services	298,193	310,034	154,976	167,050	322,108
Other revenues and income	14,431	11,544	5,747	6,386	12,183
Total revenues	**312,624**	**321,578**	**160,723**	**173,436**	**334,291**
Cost of raw materials, supplies and consumables	(76,982)	(75,711)	(37,698)	(39,043)	(77,056)
Cost of services	(37,009)	(37,584)	(18,177)	(18,859)	(38,266)
Personnel costs	(87,923)	(92,463)	(46,154)	(47,426)	(93,735)
Other operating income/(expenses), net	(46,492)	(51,025)	(25,251)	(26,627)	(52,401)
Gains/(losses) from disposal of fixed assets, net	1,116	481	(53)	373	907
Other non-recurring income/(expenses), net	(3,660)	(4,391)	(1,590)	(2,241)	(5,042)
Depreciation and amortisation	(38,738)	(38,518)	(19,115)	(19,227)	(38,630)
Operating profit/(loss)	**22,936**	**22,367**	**12,685**	**20,386**	**30,068**
Financial expenses	(16,610)	(20,473)	(9,414)	(11,180)	(22,239)
Financial income	1,898	1,506	742	808	1,572
Foreign exchange differences and variations in derivatives fair value, net	(1,024)	1,961	(1,237)	2,059	5,257
Results of companies valued at net equity	166	(409)	188	20	(577)
Profit/(loss) before tax	**7,366**	**4,952**	**2,964**	**12,093**	**14,081**
Income taxes	(379)	(1,895)	(1,366)	(3,114)	(3,643)
Net profit/(loss) for the period:	**6,987**	**3,057**	**1,598**	**8,979**	**10,438**
Net profit/(loss) attributable to:					
Non-controlling interests	1,325	1,345	1,027	485	803
Owners of the Parent	5,662	1,712	571	8,494	9,635

Summary Consolidated Statement of Financial Position:

	As of 31 December (audited)		As of 30 June (unaudited)
	2013	2014	2015
	(thousands of €)		
Assets			
Total non-current assets	539,625	572,009	571,926
Total current assets	176,471	175,709	206,503
Total assets	**716,096**	**747,718**	**778,429**
Liabilities			
Total non-current liabilities	265,762	317,347	297,105
Total current liabilities	146,557	137,302	183,137
Total liabilities	**412,319**	**454,649**	**480,242**
Equity attributable to owners of the parent	298,589	287,392	291,456

	As of 31 December (audited)		As of 30 June (unaudited)
	2013	2014	2015
	(thousands of €)		
Equity attributable to non-controlling interests	5,188	5,677	6,731
Total equity	**303,777**	**293,069**	**298,187**
Total equity and liabilities	**716,096**	**747,718**	**778,429**

Summary Consolidated Cash Flow Statements:

	For the year ended 31 December (audited)		For the six months, ended 30 June (unaudited)		For the twelve months ended 30 June (unaudited)
	2013	2014	2014	2015	2015
	(thousands of €)				
Net cash provided by operating activities	31,115	52,795	28,345	34,895	59,345
Net cash used in investing activities	(51,681)	(75,418)	(49,935)	(22,454)	(47,937)
Net cash provided by/(used in) financing activities	80,971	38,667	43,144	14,187	9,710
Cash and cash equivalents at the beginning of the period	28,783	89,188	89,188	105,232	110,742
Cash and cash equivalents at the end of the period	89,188	105,232	110,742	131,860	131,860
Net change in cash and cash equivalents	60,405	16,044	21,554	26,628	21,118

Segment Information of the Issuer:

	For the year ended 31 December (audited)		For the six months, ended 30 June (unaudited)		For the twelve months ended 30 June (unaudited)
Revenues from sales and services segments	2013	2014	2014	2015	2015
	(thousands of €)				
Vending Business (Italy)	247,569	253,375	126,569	136,541	263,347
Vending Business (France)	23,709	23,928	12,536	12,062	23,454
Vending Business (Spain)	14,464	18,842	8,768	11,389	21,463
Vending Business (Switzerland)	—	459	229	247	477
Coin Service Business	12,451	13,430	6,811	6,811	13,430
Total revenues from sales and services	**298,193**	**310,034**	**154,976**	**167,050**	**322,108**

Other Financial Information of the Issuer:

	For the year ended 31 December		As of and for the six months ended 30 June		As of and for the twelve months ended 30 June (unaudited)
	2013	2014	2014	2015	2015
	(thousands of €, except percentages)				
Adjusted EBITDA[(1)]	63,737	64,165	32,765	41,217	72,617
Adjusted EBITDA margin[(2)]	20.4%	20.0%	20.4%	23.8%	21.7%
Cash provided by operating activities without giving effect to changes in working capital[(3)]	35,181	38,473	20,485	28,299	46,287
Capital expenditures for vending machines and related equipment[(4)]	23,497	17,144	9,132	10,133	18,145

Summary Other Financial and Operational Data:

	For the year ended 31 December		For the six months ended 30 June		For the twelve months ended 30 June
	2013	2014	2014	2015	2015
Sales from vends (in thousands of euro)[5]	285,742	296,604	148,102	160,239	308,741
Number of vends (in millions)[6]	645.4	656.2	329.0	352.0	679.2
Working days[7]	238.3	237.7	120.6	121.6	238.7
Sales per working days (in thousands)[8]	1,199.1	1,247.8	1,228.0	1,317.8	1,293.4
Vends per working day (in thousands)[9]	2,708.3	2,760.4	2,728.3	2,895.0	2,845.4
Average Sale Price ("ASP") of sales from vends (in euro cent)[10]	44.3	45.2	45.0	45.5	45.5
Gross profit per vend (in euro cent)[11]	33.0	34.1	34.0	34.7	34.5
Adjusted EBITDA[1] per vend (in euro cent)[12]	9.88	9.78	9.96	11.71	10.69

(1) "Adjusted EBITDA" is defined as operating profit plus depreciation and amortisation adjusted for costs and expenses considered by our management to be non-recurring and exceptional in nature. Adjusted EBITDA is not a measurement of performance under IFRS and you should not consider Adjusted EBITDA as an alternative to operating income or consolidated profits as a measure of our operating performance, cash flows from operating, investing and financing activities, as a measure of our ability to meet our cash needs or any other measures of performance under generally accepted accounting principles. We believe that Adjusted EBITDA is a useful indicator of our ability to incur and service our indebtedness and can assist securities analysts, investors and other parties to evaluate us. Adjusted EBITDA and similar measures are used by different companies for different purposes and are often calculated in ways that reflect the circumstances of those companies. Adjusted EBITDA may not be indicative of our historical operating results, nor is it meant to be predictive of potential future results.

Reconciliation from operating profit/(loss) to Adjusted EBITDA:

	For the year ended 31 December		For the six months ended 30 June		For the twelve months ended 30 June
	2013	2014	2014	2015	2015
	(thousands of €)				
Operating profit/(loss)	22,936	22,367	12,685	20,386	30,068
Depreciation and amortisation	38,738	38,518	19,115	19,227	38,630
Other non-recurring items[a]	1,472	3,280	965	1,604	3,919
Migration to MTA transaction costs[b]	591	—	—	—	—
Adjusted EBITDA	**63,737**	**64,165**	**32,765**	**41,217**	**72,617**

(a) Other non-recurring items consist of certain other income, costs and expenses considered by our management to be non-recurring and exceptional in nature. For 2014, such items included benefits paid to terminated employees and taxes and registration and notary fees related to acquisitions completed during the year. For 2013, such items included transaction costs related to termination benefits, cash shortfalls and losses due to theft.

(b) Includes transaction costs and advisory fees related to the migration of the listing of the Issuer's Class A Shares and Market Warrants from the MIV to the MTA completed in June 2013.

(2) "Adjusted EBITDA margin" is defined as Adjusted EBITDA divided by total revenues.

(3) The following table sets forth a reconciliation of cash provided by operating activities without giving effect to changes in working capital from cash provided by operating activities:

	For the year ended 31 December		For the six months ended 30 June		For the twelve months ended 30 June
	2013	2014	2014	2015	2015
	(thousands of €)				
Cash provided by operating activities	31,115	52,795	28,345	34,895	59,345
Changes in working capital	4,066	(14,322)	(7,860)	(6,596)	(13,058)
Cash provided by operating activities without giving effect to changes in working capital	**35,181**	**38,473**	**20,485**	**28,299**	**46,287**

(4) "Capital expenditures for vending machines and related equipment" includes capital expenditures which management believes relate to machines and related equipment purchased and capital expenditures for machines refurbished. For 2014 and 2013, the capital expenditures for vending machines and related equipment relates to the purchase of automatic vending machines and other related equipment.

(5) "Sales from vends" is defined as the income from the products sold by the vending machines installed by us on customer premises.

(6) "Number of vends" is defined as the number of products sold by our vending machines at customer premises.

(7) "Working days" is defined as the total number of working days in Italy comprised in each calendar year.

(8) "Sales per working day" is defined as the number of sales divided by the number of working days.

(9) "Vends per working day" is defined as the number of vends divided by the number working days.

(10) "Average Sales Price" is defined as sales from vends divided by the number of vends.

(11) "Gross profit per vend" is defined as gross operating profit from continuing operations in our Vending Business divided by the number of vends.

(12) "Adjusted EBITDA per vend" is defined as Adjusted EBITDA divided by the number of vends.

Selected Financial Information of the Future Guarantors

IVS Italia

Income Statement:

	For the year ended 31 December (audited)		For the six months ended 30 June (unaudited)	
	2013	2014	2014	2015
	(in thousands of €)			
Revenues from sales and services	232,555	229,952	112,245	122,032
Other revenues and income	17,023	16,438	8,513	9,433
Total revenues	**249,578**	**246,390**	**120,758**	**131,465**
Cost of raw materials, supplies and consumables	(67,887)	(63,211)	(31,415)	(32,219)
Cost of services	(32,822)	(33,290)	(15,715)	(17,199)
Personnel costs	(63,689)	(63,073)	(30,930)	(31,422)
Other operating income/(expenses), net	(43,072)	(42,817)	(20,534)	(21,615)
Gains/(losses) from disposal of fixed assets, net	1,485	979	215	935
Other non-recurring income/(expenses), net	(2,307)	(3,037)	(1,075)	(1,555)
Depreciation and amortisation	(26,853)	(27,008)	(13,190)	(13,339)
Operating profit/(loss)	**14,433**	**14,933**	**8,114**	**15,051**
Financial expenses	(13,778)	(17,857)	(8,219)	(9,400)
Financial income	1,343	1,225	481	1,278
Foreign exchange differences and variations in derivatives fair value, net	-	-	(17)	(3)
Results of companies valued at net equity	(2,245)	(17)	-	-
Profit/(loss) before tax	**(247)**	**(1,716)**	**359**	**6,926**

Income taxes	(212)	(1,935)	(897)	(2,517)
Net profit/(loss) for the period:	**(459)**	**(3,651)**	**(538)**	**4,409**

Summary Statement of Financial Position:

	As of 31 December (audited)		As of 30 June (unaudited)
	2013	2014	2015
	(thousands of €)		
Assets			
Total non-current assets	399,599	427,088	441,982
Total current assets	104,640	120,265	110,578
Total assets	**504,239**	**547,353**	**552,560**
Liabilities			
Total non-current liabilities	323,989	368,559	368,113
Total current liabilities	71,205	72,610	73,620
Total liabilities	**395,194**	**441,169**	**441,733**
Equity	**109,045**	**106,184**	**110,827**
Total equity and liabilities	**504,239**	**547,353**	**552,560**

Summary Cash Flow Statements:

	For the year ended 31 December (audited)	
	2013	2014
	(thousands of €)	
Net cash provided by operating activities	28,537	31,650
Net cash used in investing activities	(31,297)	(45,762)
Net cash provided by/(used in) financing activities	37,425	27,710
Cash and cash equivalents at the beginning of the period	8,505	43,790
Cash and cash equivalents at the beginning of the period (from merged entities)	620	167
Cash and cash equivalents at the end of the period	43,790	57,555
Net change in cash and cash equivalents	34,665	13,598

S. Italia

Income Statement:

	For the year ended 31 December (audited)		For the six months ended 30 June (unaudited)	
	2013	2014	2014	2015
	(in thousands of €)			
Revenues from sales and services	17,847	13,270	7,130	7,674
Other revenues and income	2,040	2,008	630	630
Total revenues	**19,887**	**15,278**	**7,760**	**8,304**
Cost of raw materials, supplies and consumables	(11,242)	(6,569)	(3,116)	(3,855)
Cost of services	(1,167)	(1,273)	(622)	(690)
Personnel costs	(3,029)	(3,393)	(1,755)	(1,895)
Other operating income/(expenses), net	(2,679)	(3,303)	(1,541)	(1,811)
Gains/(losses) from disposal of fixed assets, net	35	-	-	-
Other non-recurring income/(expenses), net	(109)	(349)	(10)	(32)
Depreciation and amortisation	(838)	(729)	(373)	(318)
Operating profit/(loss)	**858**	**(338)**	**343**	**(297)**
Financial expenses	(58)	(10)	(4)	(12)
Financial income	14	26	26	-
Foreign exchange differences and variations in derivatives fair value, net	-	-	-	-

Results of companies valued at net equity	-	-	-	-
Profit/(loss) before tax	**814**	**(322)**	**365**	**(309)**
Income taxes	(305)	(47)	(137)	89
Net profit/(loss) for the period:	**509**	**(369)**	**228**	**(220)**

Summary Statement of Financial Position:

	As of 31 December (audited)		As of 30 June (unaudited)
	2013	2014	2015
	(thousands of €)		
Assets			
Total non-current assets	1,983	1,296	956
Total current assets	5,383	9,881	5,640
Total assets	**7,366**	**11,177**	**6,596**
Liabilities			
Total non-current liabilities	419	731	595
Total current liabilities	4,093	7,986	3,751
Total liabilities	**4,512**	**8,717**	**4,346**
Equity	**2,854**	**2,460**	**2,250**
Total equity and liabilities	**7,366**	**11,177**	**6,596**

Summary Cash Flow Statements:

	For the year ended 31 December (audited)	
	2013	2014
	(thousands of €)	
Net cash provided by operating activities	(2,324)	1,481
Net cash used in investing activities	(33)	2
Net cash provided by/(used in) financing activities	2,317	(1,421)
Cash and cash equivalents at the beginning of the period	69	6
Cash and cash equivalents at the end of the period	29	69
Net change in cash and cash equivalents	(40)	63

Financial Information

The Issuer's Assets and Liabilities, Financial Position and Profits and Losses

The audited IFRS consolidated financial statements prepared by the Group for the year ended 31 December 2013 contained in the IVS Group Annual Report 2013, the audited IFRS consolidated financial statements prepared by the Group for the year ended 31 December 2014 contained in the IVS Group Annual Report 2014 and the unaudited condensed interim consolidated financial statements prepared by the Group for the six months ended 30 June 2015 contained in the IVS Group Half-year Report 2015 are incorporated by reference into this Prospectus. See "*Incorporation by Reference*".

The Future Guarantors' Assets and Liabilities, Financial Position and Profits and Losses

IVS Italia

The audited stand-alone IFRS financial statements prepared by IVS Italia as of and for the year ended 31 December 2013 contained in the IVS Italia Annual Report 2013 and the audited stand-alone IFRS financial statements prepared by IVS Italia as of and for the year ended 31 December 2014 contained in the IVS Italia Annual Report 2014 are incorporated by reference into this Prospectus. See "*Incorporation by Reference*". The unaudited interim stand-alone financial statements prepared by IVS Italia as of and for the six months ended 30 June 2015 are included in this Prospectus. See "*Future Guarantors' Financial Information—IVS Italia Unaudited Interim Stand-*

alone Financial Statements and Explanatory Notes as of and for the Six Months Ended 30 June 2015". The unaudited interim stand-alone financial information for IVS Italia as of and for the six months ended 30 June 2015 presented herein has been taken from reports prepared by IVS Italia, which were prepared exclusively for the purpose of presenting such information in this Prospectus. IVS Italia has no legal obligation to prepare interim stand-alone financial statements. Therefore, the financial information of IVS Italia as of and for the six months ended 30 June 2015 presented herein has not been subject to any kind of audit or review by its independent auditors.

S. Italia

The audited stand-alone IFRS financial statements prepared by S. Italia as of and for the year ended 31 December 2013 contained in the S. Italia Annual Report 2013 and the audited stand-alone IFRS financial statements prepared by S. Italia as of and for the year ended 31 December 2014 contained in the S. Italia Annual Report 2014 are incorporated by reference into this Prospectus. See "*Incorporation by Reference*". The unaudited interim stand-alone financial statements prepared by IVS Italia as of and for the six months ended 30 June 2015 are included in this Prospectus. See "*Future Guarantors' Financial Information—S. Italia Unaudited Interim Stand-alone Financial Statements and Explanatory Notes as of and for the Six Months Ended 30 June 2015*". The unaudited interim stand-alone financial information for S. Italia as of and for the six months ended 30 June 2015 presented herein has been taken from reports prepared by S. Italia, which were prepared exclusively for the purpose of presenting such information in this Prospectus. S. Italia has no legal obligation to prepare interim stand-alone financial statements. Therefore, the financial information of IVS Italia as of and for the six months ended 30 June 2015 presented herein has not been subject to any kind of audit or review by its independent auditors.

Trend Information, Recent Activity and Significant Changes in Financial or Trading Position

The Issuer

There has been no material adverse change in the prospects of the Issuer since 31 December 2014. Except as set forth below, there have not been any recent significant changes in the financial or trading position of the Issuer since 30 June 2015.

Intra-Group Asset Transfer

On 31 July 2015, each of the Future Guarantors and certain other subsidiaries of the Issuer transferred certain of their vending machine assets to the Issuer pursuant to intra-Group arrangements (the "**Asset Transfers**"). The Asset Transfers were effected with the goal of rationalizing the Group's asset holdings and accounting systems, but had no effect for the consolidated Group on the number of vending machines in operation or the location of those machines.

Sale and Transfer of Treasury Shares

On 31 July 2015, the Issuer, upon approval of a resolution of its Board of Directors on 18 May 2015, sold 50,000 of its treasury shares on the market, for €0.4 million.

On 28 July 2015 E.V.A. S.p.A. ("**EVA**") formally requested that the Issuer pay the amounts agreed to for the transfer of EVA's its stake in CSH S.r.l. The Issuer elected to settle this liability by transferring to EVA 316,133 (€2.4 million) of its treasury shares, which were transferred to EVA on 5 August 2015.

Acquisitions of Existing Notes

Since the issuance of the Existing Notes, the Issuer has acquired through bilateral transactions on the open market (and currently holds) €6.4 million aggregate principal amount of the Existing Notes.

The Future Guarantors

There has been no material adverse change in the prospects of the Future Guarantors since 31 December 2014. Except as set forth below, there have not been any recent significant changes in the financial or trading position of the Future Guarantors since 30 June 2015.

IVS Italia

Certain Acquisitions

On 6 October 2015, the Group announced, that IVS Italia had acquired the vending business of Guccione S.r.l., a vending machine operator active in Southern Italy. IVS Italia paid a purchase price of €2.0 million, subject to certain adjustments as provided for in the relevant acquisition agreement.

During July 2015, IVS Italia, (i) finalised the acquisition of a vending machine business in Northeastern Italy for €0.2 million, subject to certain adjustments as provided for in the relevant acquisition agreement, and (ii) entered into a preliminary agreement for the acquisition of a vending machine business located in Southern Italy for a provisional consideration of €3.4 million.

Intra-Group Asset Transfer

See "*—The Issuer—Intra-Group Asset Transfer*".

S. Italia

Intra-Group Asset Transfer

See "*—The Issuer—Intra-Group Asset Transfer*".

Auditors

The Issuer

The Issuer's independent auditor is Ernst & Young S.A. ("**EY**"). EY is registered as a corporate body within the official table of company auditors drawn up by the Luxembourg Ministry of Justice and is a member of the Institute of Auditors (*l'Institut des Réviseurs d'Entreprises*) and is approved by the CSSF in the context of the law of 18 December 2009 relating to the audit profession.

IVS Italia

IVS Italia's independent auditor is Reconta Ernst & Young S.p.A. ("**REY**"). REY is authorized and regulated by the Italian Ministry of Economy and Finance (the "**MEF**") and registered on the special register of auditing firms held by the MEF. The registered office of REY is Via Po, 32, 00198 Rome, Italy.

S. Italia

S. Italia's independent auditor is REY. REY is authorized and regulated by the MEF and registered on the special register of auditing firms held by the MEF. The registered office of REY is Via Po, 32, 00198 Rome, Italy.

Management

The Issuer

The Issuer is the parent company of the Group. See "*Organisational Structure of the Group*". The Issuer was formed as a public limited liability company (*société anonyme*) under the laws of Luxembourg on 26 August 2010, with a duration until 31 December 2049 (subject to amendments to its by-laws). The Issuer's registered offices are located at 2A, rue Jean-Baptiste Esch, L-1473 Luxembourg, Grand Duchy of Luxembourg and its operational headquarters is at Via dell'Artigianato, 25, Seriate (BG) 24068, Italy and it is registered under number B 155 294 with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*). The Issuer's telephone numbers are +352 27 12 55 41 and +39 035 30 16 95.

Board of Directors

Pursuant to the articles of association of the Issuer, the Issuer is managed by the Board of Directors composed of at least three members, who need not be shareholders of the Issuer. The general meeting of shareholders appoints the directors and determines their number, remuneration and the term of their office. Directors cannot be appointed for more than six years and are re-eligible. Directors may be removed at any time (with or without cause) by a resolution of the general meeting of shareholders.

All powers not expressly reserved to the shareholders by the law of Luxembourg of 10 August 1915, on commercial companies, as amended (the "**Commercial Companies Law**") or the article of association fall within the competence of the Board of Directors, which has all powers to carry and approve all acts and operations consistent with the corporate object.

The Board may establish one or several internal committees and shall determine their power and composition (see "—*Corporate Governance*").

Pursuant to the articles of association of the Issuer, the Board of Directors can validly deliberate and act only if is present or represented a majority of its members. The resolutions of the Board of Directors are validly taken by a majority of the votes of directors present or represented. The chairman has a casting vote in the event of tie. Any director having an interest conflicting with that of the Issuer in a transaction carried out otherwise than under normal conditions in the ordinary course of business, must advise the Board of Directors thereof and cause a record of his statement to be mentioned in the minutes of the meeting. The director concerned may not take part in these deliberations. A special report on the relevant transactions is submitted to the shareholders before any vote, at the next General Meeting.

The persons set forth below are the current members of the Board of Directors of the Issuer.

The Board of Directors of the Issuer manages the business activities of the Issuer.

The Directors of the Issuer are all domiciled for the carrying out of their duties at the Issuer's operational headquarters.

Name	Age	Position
Mr. Cesare Cerea	66	Chairman
Mr. Massimo Paravisi	47	Co-Chief Executive Officer
Mr. Antonio Tartaro	49	Co-Chief Executive Officer
Mr. Paolo Covre	67	Vice Chairman
Mr. Vito Alfonso Gamberale	71	Vice Chairman
Ms. Adriana Cerea	69	Director
Ms. Monica Cerea	40	Director
Mr. Luigi De Puppi	73	Independent Non-Executive Director
Mr. Mariano Ermanno Frey	74	Independent Non-Executive Director
Mr. Francesco Tatò	83	Independent Non-Executive Director
Mr. Carlo Giovanni Mammola	56	Non-Executive Director
Ms. Mariella Trapletti	63	Non-Executive Director
Mr. Massimo Trapletti	53	Non-Executive Director

Cesare Cerea Chairman of the Issuer, he is the founder and guiding leader of our predecessor, IVS Group Holding. Mr. Cerea drove the innovation of the vending machine sector from "old-style coin-only drop" vending machines of the 1970s to innovative point-of-sales with a multiple selection of clearly visible products, stored at different temperatures.

Massimo Paravisi, Co-Chief Executive Officer, has spent his entire career with us and our predecessor IVS. His duties as Co-CEO concern front office operations, including sales, marketing and quality assurance.

Antonio Tartaro Co-Chief Executive Officer, has served as Chief Financial Officer and Chief Information Officer, in charge of back-office activities (finance & administration, purchases, HR, IT, technical services). He

holds a licence as a Certificated Public Accountant in Italy. Previously, he served as Chief Financial Officer and Chief Information Officer of Bianchi Vending S.p.A. (manufacturer of vending machines for hot and cold drinks and snacks) where he contributed to create the Bianchi Vending group as a result of the merger between Nuova Bianchi S.p.A. and Tecnomet Italia S.p.A. and in particular he supported, *inter alia*, the definition and implementation of the international cash pooling and the working capital management system. Furthermore, Mr. Tartaro collaborated in the start-up of new branches in Chile and Europe. From 2000 to 2002, he was managing director of Nuova Bianchi S.p.A. and from 1994 to 1999, he was project manager of S.E.F.—Servizi Economici e Finanziari S.r.l. He commenced his career with Studio Associato Tartaro, a consulting firm.

Paolo Covre serves as our Vice Chairman. In 1970, he commenced his career with companies belonging to the Zanussi Group, a manufacturer of domestic kitchen and cleaning appliances. In 1981, he obtained his Certified Public Accountant licence registered with the college of Certified Public Accountant in Friuli, Italy. In 1995, he founded the CP & Partners S.r.l., a consulting company, with other Certified Public Accountants, including Paolo Cerutti, Fabrizio Testa and Massimo Troppina. Subsequently, in 1999 he founded the Studio Associato CP & Partners that presently employs more than 40 people. Mr. Covre currently holds the following positions: he is chairman of the board of directors of Eurofinim S.r.l. and a director of Goriziane Group S.p.A.

Vito Alfonso Gamberale serves on our Board of Directors. Since October 2014 he has served as the CEO of F2i Fondi Italiani per le Infrastrutture, an important institutional and private fund qualified in infrastructure investments. After graduating from La Sapienza University of Rome (Faculty of Mechanical Engineering), he went to work for Anic (*Azienda Nazionale Idrogenazione Combustibili*), a company belonging to the Eni Group. He also worked as an industrial analyst for IMI (*Istituto Mobiliare Italiano*), a public authority born after the crisis of 1929 with the aim of re-launching national economy. He also worked in GEPI (*Società per le Gestioni e Partecipazioni Statali)* for seven years, where he assumed the responsibility of acquisitions and privatisations. From 1984 to 1991, Mr. Gamberale returned to the Eni Group and, as the Chairman and Chief Executive Officer of several companies belonging to the Eni Group, he carried out the privatisation of Eni's textile sector and other non-core segments. He served as CEO of SIP (a company which operates in the telecommunication business), Managing Director of Telecom Italia and CEO of TIM. He left TIM for 21 Investimenti, a fund belonging to the Benetton family, where he assumed the role of Vice Chairman. From 2000 to 2006 Mr. Gamberale worked for Autostrade per l'Italia. After a short period as a Vice Commissioner of the FIGC (*Federazione Italiana Giuoco Calcio*), he established F2i, a fund destined for infrastructure investments in fields such as airports, renewable sources, gas distribution, integrated water services and optical fibre networks. In 2007, Mr. Gamberale was awarded an honorary degree in Telecommunication Engineering from Tor Vergata University of Rome. In 2010, he was the first manager to introduce a SPAC (Special Purpose Acquisition Company) in Italy. Since June 2015 he has served as the Chairman of Iterchimica, a company operating in the production and sale of chemical additives for road paving, and from July 2015 as the Chairman of Quercus Assets Selection, a company specialising in infrastructure investments in renewable area. In July 2015 Mr. Gamberale became Chairman of Grandi Lavori Fincosit, a group operating in the infrastructure, maritime and construction sectors. Mr. Gamberale is currently President of PSC Group, a leading Italian company in the field of technological buildings, railways, highways and subways. He is also Country Advisor for Italy of At Kennedy and the Chairman of the Association Amici della Speranza, a non-profit organisation supporting the Hematology Ward of the San Giovanni Hospital of Rome.

Adriana Cerea serves on our Board of Directors. Prior to joining our Group, she was responsible for the human resources area and was also responsible for corporate relations, administrative and accounting of Bergamo Distributori S.p.A., Elledi S.r.l., Gestioni Servizi Automatici S.r.l. until their incorporation in IVS Group Holding in 2006. Since 2006, she has become responsible for the IVS Group's human resources functions.

Monica Cerea serves on our Board of Directors. From 1999 to 2004, she worked for LD S.r.l. where she was responsible for the administrative and accounting area. In 2005, she collaborated with Studio Tributario di Romano di Lombardia as tax advisor and labour advisor. Since 2008, Ms. Cerea has worked for the Group in the area of human resources, specifically compensation and benefits where she is responsible, *inter alia*, of job description and job analysis.

Luigi De Puppi serves as an Independent Non-Executive Director on our Board of Directors. In addition to his position with our Group, he is the board member of Gruppo Pittini, Pietro Rosa and advisor to certain other companies. He was the Chairman of Alleanza Toro S.p.A. and DAS. In 1973, Mr. de Puppi worked for Olivetti where he was assistant chairman for finances for the Olivetti Corporation of America and responsible for the areas

of finance, administration and control of Olivetti Argentina S.A. In 1983, he was appointed as responsible for the planning and control of the Raggruppamento Chimica Fine division of the Montedison group. In 1984, he was appointed as responsible for the finance and control area of the Industrie Zanussi S.p.A. In 1990, he was general director of Industrie Zanussi S.p.A. and in 1996, he was appointed managing director of Electrolux Zanussi S.p.A. Among various senior positions within Electrolux Zanussi S.p.A., he was also appointed chairman of Veneta Factoring S.p.A. and Chief Executive Officer of Electrolux International S.p.A., serving in capacities as director both in Italy and abroad. In 2001, he was Chief Executive Officer of the Benetton Group S.p.A. and subsequently appointed for other assignments in the board of directors of others companies belonging to the same group. From May 2003 to June 2006, he was Chief Executive Officer and general director of Banca Popolare FriulAdria S.p.A. (presently Crédit Agricole). From October 2006 to October 2009, he has been chairman and managing director of Toro Assicurazioni S.p.A., Chairman of DAS and Augusta Assicurazioni S.p.A., assistant chairman of Augusta Vita S.p.A. and finally director of Consorzio G.B.S. From October 2009 to May 2011, he was appointed as managing director of Alleanza Toro S.p.A., chairman of DAS and Augusta Assicurazioni S.p.A., assistant chairman of Augusta Vita S.p.A. and director of Consorzio G.B.S. Among his various assignments, he also held positions with Mitsui Co. Italia as responsible of trading and assistant director responsible for the area food and sundries department. He holds a master's degree in economics and business from Bocconi University of Milan in as well as a degree in banking from University of Udine.

Mariano Ermanno Frey has been an Independent Non-Executive member of the Board of Directors since 7 March 2013. Mr. Frey is co-founder partner, chairman of the board of the Italian subsidiary of Roland Berger Strategy Consultants. Mr. Frey serves as managing director at Berger Frey Advisor and at present he serves on the board of directors of several non-profit organisations. From 2001 to 2005, he was an advisor of the Commissione Attività Produttive of the Italian Parliament tasked with consulting on regulatory matters to increase Italy's competitiveness in commercial and industrial areas. Mr. Frey has extensive consulting experience supporting more than 600 projects including the creation of new brands in consumer goods, real estate and territorial development projects and restructuring plans for industrial and transportation companies. His operational areas of expertise are strategic planning, marketing, communication and corporate governance, while his industry competences range from manufacturing to consumer goods, transportation, infrastructure, events and non-profit organisations. After graduating at Bocconi University (Milan), Mr. Frey attended several management courses in Italy and abroad, with a specific focus on strategic planning, marketing, communication and organisation. He started his professional career in 1960 at Acciaierie Falck and later joined the Economist Intelligence Unit as senior researcher. In 1969, together with Professor Roland Berger, he set up the Italian subsidiary of Roland Berger Strategy Consultants and became senior partner.

Francesco Tatò serves as an Independent Non-Executive Director on our Board of Directors. In addition to his position with our Group, he was the chairman of Parmalat S.p.A, Fullsix S.p.A., chief executive officer of the Institute of the Italian Encyclopedia Treccani (*Istituto dell'Enciclopedia Italiana Treccani)* and he is director of the Coesia Group. He began his career in 1956 with the Olivetti Group and subsequently was appointed to various executive positions, including chief executive officer of the Austrian, British and German subsidiaries of the Olivetti Group where he restructured operations in those countries. In 1984, Mr. Tatò was appointed chief executive officer of Arnaldo Mondadori Editore, one of Europe's well-known publishing companies, and from 1993, held the same position with Finivest S.p.A., a financial holding company. In 1996, the Italian Government appointed him chief executive officer of Enel, where he led its transformation from a former state electrical utility to a leading private multinational group in the oil and gas sector. Mr. Tatò has also been chairman of HDP—Holding di Partecipazioni Industriali S.p.A. (current RCS Mediagroup S.p.A.) and La Compagnia Finanziaria, Chief Executive Officer of Cartiere P. Pigna, chairman and chief executive officer of IPI S.p.A and Mikado Film and director of Prada Holding for eight years.

Carlo Giovanni Mammola serves as a Non-Executive Director on our Board of Directors. He is a founding and managing partner of Argan Capital, a pan-European private equity fund headquartered in London, with co-responsibility for the strategic and operational matters and serves as a member of Argan's investment committee. He has over 25 years of private equity experience and joined the Argan team in 2006. He was formerly sponsor and chief executive officer of Italy1 Investments S.A., the first SPAC listed on the Italian Stock Exchange. He is also Chairman of Cogipower, a company active in the renewable sources energy field. Until 31 December 2011, he was also Deputy Chairman of the European Mid-Market Platform Council and a member of the Board of Directors of the European Private Equity and Venture Capital Association (EVCA). Before joining Argan Capital, he was a

Managing Director and Partner at Bank of America Capital Partners Europe, based in London, the European principal investment arm of the Bank of America Group (2000-2006); he also worked at Paribas Affaires Industrielles (PAI), the principal investment arm of the Banque Paribas, based in Paris, where he was Managing Director and Partner, responsible for Italy (1998-2000); prior to which he was Managing Director and Partner at Sopaf, the Italian merchant bank (1990-1997) and worked for the Olivetti Group (1984-1990) in the Strategic Planning, Operational Planning, Marketing Department, he was also General Manager of a Commercial Subsidiary. From 2010 to 2014 Mr. Mammola was a member of the board of directors of the Bocconi Alumni Association. Since 1987, Mr. Mammola has been a Professor of Management at Bocconi University in Milan. He holds a MBA from Bocconi University, specialised in Decision Analysis at Stanford and earned a degree in Mechanical Engineering from the Polytechnic University of Turin.

Mariella Trapletti serves as a Non-Executive Director. From 1972 to 1978, she was responsible for the managing area of Chiorda Sud S.p.A. and Silm Italiana S.p.A., companies specialised in the production of bicycles and bicycle frames. From 1978 to 1979, she was responsible for the managing area of ChiordaNord S.p.A., a subsidiary of the same group. From 1979 to 1991, she was administrative manager of Fiv. Edoardo Bianchi, a bicycles manufacturer, while from 1991 to 2008, she was administrative manager of Bianchi Vending S.p.A., a company producing vending machines for beverage, food and snacks. Ms. Trapletti currently also serves as the CFO of Bianchi Vending S.p.A, the company that purchased the operative branch of Bianchi Vending Group S.p.A.

Massimo Trapletti served as our Co-Chief Executive Officer from 2008 until 2014. Prior to joining our Group, he was Chief Executive Officer of BVG S.p.A., a company that has merged with Bianchi Vending S.p.A. (manufacturer of vending machines for hot and cold drinks and snacks) of which he was General Manager. Previously, Mr. Trapletti was branch manager of Moto Vespa S.A. where he supported the development of the sales to France and Spain. From 1989 to 1991, he was Commercial Director for Italy of FIV Edoardo Bianchi (one of the leading Italian bicycle manufacturer company eventually sold to the Piaggio S.p.A. group). He commenced his career in sales with Slim Italiana S.p.A. (specialising in the production of bicycle frames company), where he served as factory manager. Mr. Tapletti currently also serves as the CEO of Bianchi Vending S.p.A, the company that purchased the operative branch of Bianchi Vending Group S.p.A.

The following table indicates the corporations or partnerships in which the members of the Board of Directors of the Issuer participate as members of the administrative, management or supervisory bodies, or as shareholders, members or partners, as of the date of this Prospectus.

Name	Offices	Company
Mr. Cesare Cerea	Chairman	Crimo S.r.l.
	Shareholder	Crimo S.r.l.
Mr. Massimo Paravisi	Sole administrator	Astro S.r.l.
	Shareholder	Astro S.r.l.
Mr. Antonio Tartaro	Chairman	Breuil 3 S.r.l.
	Director	Cellulose Converting Solutions S.p.A.
	Liquidator	Mel Real Estate S.p.A. (in liquidation)
	Shareholder	Breuil 3 S.r.l.
Mr. Paolo Covre	Director	Goriziane Group S.p.A.
	Director	Metroconsult Milano S.r.l.
	Vice Chairman	Immobiliare Casali S.r.l.
	Chairman	Eurofinim S.r.l.
	Director	Ares S.r.l.
	Director	So.Ge.Min. S.r.l.
	Chairman	Gds S.r.l.
	Chairman	Golfo di Spalmatore S.r.l.
	Director	Metroconsult S.r.l.
	Chairman	Picaron S.r.l.

	Chairman	CP & Partners S.r.l.
	Chairman	I.T.S. S.r.l.
	Acting auditor	Dynamic Technologies S.p.A.
	Sole Administrator	Immobiliare Green Sea S.r.l.
	Sole Administrator	Gelsi S.r.l.
	Chairman	C&C Group Ospitalità Italiana S.r.l.
	Shareholder	Eurofinim S.r.l.
Mr. Vito Alfonso Gamberale	Chairman	Iterchimica S.r.l.
	Chairman	Quercus Assets Selection
	Chairman	Gruppo PSC S.p.A. aka PSC S.p.A.
	Chairman	Grandi Lavori Fincosit S.p.A.
	Director	Ail - Sezione Romail Vanessa Verdecchia Onlus
	Director	PSC Ferroviaria S.p.A.
	Shareholder	Iterchimica S.r.l.
	Shareholder	Gruppo PSC S.p.A. aka PSC S.p.A.
	Shareholder	Quadrante S.r.l.
Ms. Adriana Cerea	Chairman	Lo.Gi.Ca. Cooperativa Sociale Onlus
	Shareholder	Astro S.r.l.
Ms. Monica Cerea	Chairman	Astrid Immobiliare S.r.l.
	Director	Crimo S.r.l.
	Shareholder	Astrid Immobiliare S.r.l.
	Shareholder	Crimo S.r.l.
Mr. Luigi De Puppi	Director	Pietro Rosa T.B.M. S.r.l.
	Director	Ferriere Nord S.p.A.
	Director	Società Agricola Luigi De Puppi di Luigi De Puppi De Puppi e C. S.s.
	Shareholder	Green stile S.r.l.
	Shareholder	Stella S.r.l.
	Shareholder	Ferrari Marcellino S.r.l.
	Shareholder	Finegil Editoriale S.p.A.
Mr. Mariano Ermanno Frey	Chairman	Roland Berger S.r.l.
	Director	Berger Frey & Associati - advisors S.r.l.
	Shareholder	Berger Frey & Associati - advisors S.r.l.
	Shareholder	Roland Berger S.r.l.
	Shareholder	Anser S.r.l. (in liquidation)
	Shareholder	Economica S.r.l. (in liquidation)
	Shareholder	Centro Equestre Le Baragge S.r.l.
Mr. Francesco Tatò	Director	Coesia S.p.A.
	Chairman	Consultinvest Partecipazioni – S.p.A.
	Sole administrator	Franco Tatò & Associati S.r.l.
	Shareholder	Franco Tatò & Associati S.r.l.
Mr. Carlo Giovanni Mammola	Director	Eldor Corporation S.p.A.
	Chairman	Cogipower S.r.l.

	Vice Chairman	Argan Capital Advisors S.r.l.
	Director	GCE S.p.A.
Ms. Mariella Trapletti	Sole administrator	Immobiliare Della Torre S.r.l.
	Director	Trapper's Company S.r.l.
	Director	Immobiliare Vending S.r.l.
	Director	A3 S.r.l.
	Director	Immobiliare 2000 S.r.l.
	Director	Bianchi Vending S.p.A.
	Director	Bianchi Vending After Sales S.r.l.
	Shareholder	Immobiliare Mirto S.r.l.
	Shareholder	Immobiliare Della Torre S.r.l.
	Shareholder	Bianchi Vending S.p.A.
Mr. Massimo Trapletti	Director	Cellulose Converting Solutions S.p.A.
	Director	A3 S.r.l.
	Sole administrator	Re.li.va. - Residenza Lidi Vacanze S.r.l.
	Chairman	Immobiliare 2000 S.r.l.
	Chairman	Bianchi Vending S.p.A.
	Director	Venditalia Servizi S.r.l.
	Director	Bianchi Vending After Sales S.r.l.
	Shareholder	Immobiliare Mirto S.r.l.
	Shareholder	Immobiliare Della Torre S.r.l.
	Shareholder	Bianchi Vending S.p.A.

Conflicts of Interest

The table below sets forth the shareholdings in the Issuer of certain of the members of the Issuer's Board of Directors, and the nature thereof as of the date of this Prospectus. Other than their shareholdings in the Issuer, members of the Issuer's Board of Directors do not have potential conflicts of interests between any duties to the Group and their private interests or other duties, as of the date of this Prospectus.

Name of beneficial owner	Nature of Ownership	Number of Shares	% ownership of the Issuer
Cesare Cerea	Indirect through IVS Partecipazioni	4,022,203	9.7%
	Direct	1,000	
Massimo Paravisi	Indirect through IVS Partecipazioni	573,168	1.4%
Paolo Covre	Indirect through IVS Partecipazioni	516,719	1.2%
Vito Alfonso Gamberale	Direct	749,910	1.8%
Adriana Cerea	Indirect through IVS Partecipazioni	79,294	0.2%
Monica Cerea	Indirect through IVS Partecipazioni	1,796431	4.3%
Mariano Ermanno Frey	Direct	14,504	n.s.
Carlo Giovanni Mammola	Indirect through Generali PanEurope	399,456	1.0%
Mariella Trapletti	Indirect through IVS Partecipazioni	344,055	0.8%
Massimo Trapletti	Indirect through IVS Partecipazioni	344,055	0.8%

Annual General Meeting

The resolutions of the shareholders are adopted at the General Meetings. The General Meeting has the broadest powers to adopt and ratify all acts and operations consistent with the corporate object.

The annual general meeting of shareholders shall be held in Luxembourg, at the registered office of the Issuer or at such other place in the municipality of the registered office, as may be specified in the notice, on the second Tuesday of May of each year at 11.00 a.m. If such day is a legal holiday or falls on a weekend, the annual general meeting of shareholders must be held on the next following Business Day. The Board of Directors will convene the annual general meeting of shareholders within a period of six months after the end of the Issuer's financial year. Other general meetings of shareholders are held at such places and times as may be specified in the respective notices of meeting.

The resolutions of the General Meeting are passed by a simple majority of the votes cast, regardless of the proportion of the share capital represented unless otherwise provided for in the Commercial Companies Law or in the articles of association of the Issuer.

The extraordinary General Meeting may amend the articles of association of the Issuer only if at least one half of the share capital is represented and the agenda indicates the proposed amendments to the articles of association as well as the text of any proposed amendments to the object or form of the Issuer. If this quorum is not reached, a second General Meeting may be convened and it deliberates validly regardless of the proportion of the capital represented. Whether on first or second call resolutions of the extraordinary General Meeting must be adopted by at least two-thirds of the votes cast.

Pursuant to the articles of association of the Issuer, any change in the nationality of the Issuer and any increase of a shareholder's commitment in the Issuer require the unanimous consent of the shareholders and bondholders (if any).

Executive Officers

Set forth below is certain information concerning the individuals serving as the executive officers of the Issuer.

The Executive Officers of the Issuer are domiciled for the carrying out of their duties at the Issuer's operational headquarters.

Name	Age	Position
Mr. Cesare Cerea	66	Chairman
Mr. Massimo Paravisi	47	Co-Chief Executive Officer
Mr. Antonio Tartaro	49	Co-Chief Executive Officer
Mr. Alessandro Moro	40	Chief Financial Officer
Ms. Adriana Cerea	69	Head of Human Resources
Ms. Monica Cerea	40	Head of Compensation and Benefits, IVS Italia

For biographic information concerning our executive officers, see "—*Board of Directors*".

Corporate Governance

The Issuer has adopted the Corporate Governance Code (*Codice Autodisciplina*) issued by Borsa Italiana that constitutes best practices in the Italian market. The Corporate Governance Code is available to the public on the Borsa Italiana website (www.borsaitaliana.it) (the "**Borsa Italiana Website**").

As of the date of this Prospectus, the Board of Directors has established two committees: the nomination and compensation committee ("**Nomination and Compensation Committee**") and the internal audit and risk committee ("**Internal Audit and Risk Committee**").

Independent Directors

As a company whose shares are publicly-traded on the *Mercato Telematico Azionario* of the Borsa Italiana, the Issuer is required, pursuant to Article 3 of the Corporate Governance Code to appoint certain non-executive independent directors. Currently the following directors are independent directors within the meaning of Italian provisions above: Mr. Franco Tatò, Mr. Luigi De Puppi and Mr. Mariano Ermanno Frey.

The independence of directors classified as independent directors is periodically assessed by the Issuer's Board of Directors to determine and verify that such directors do not have, nor have recently had, directly or indirectly, any business relationships with the Group or parties affiliated with us, of such a significance as to influence their independent judgment.

Nomination and Compensation Committee

The Issuer's Board of Directors has established a Nomination and Compensation Committee, which consists of: Messrs. Paolo Covre, Luigi De Puppi and Franco Tatò. The Nomination and Compensation Committee proposed, and the Issuer's Board of Directors adopted, a general compensation policy for executive directors and directors entrusted with specific offices and managers with strategic responsibilities.

Internal Audit and Risk Committee

The Issuer's Board of Directors has established an Internal Audit and Risk Committee, which consists of: Messrs. Paolo Covre, Luigi De Puppi and Mariano Ermanno Frey. The Internal Audit and Risk Committee formulates, implements and monitors the adequacy and efficacy of the Issuer's functions. It also provides recommendations to the Issuer's Board of Directors in the areas of corporate governance, internal audit and internal policies and transactions with external auditors.

The Future Guarantors

IVS Italia

IVS Italia was incorporated as a private joint stock company (*società per azioni)* under the laws of Italy on 16 June 2006 with a duration until 31 December 2040 (subject to amendments to its by-laws). IVS Italia's registered office are loctaed at Via dell'Artigianato, 25, Seriate (BG) 24068, Italy and it is registered in the Business Register of Bergamo (*Registro delle Imprese di Bergamo*) under registration number and fiscal code 03320270162, and its telephone number is +39 02 57 523 000.

Board of Directors

Management of IVS Italia is the exclusive responsibility of the administrative body, who shall carry out all the acts, legal transactions and the actions necessary to pursue the company's object.

Pursuant to the articles of association of IVS Italia, IVS Italia is managed alternatively by a sole director or by the Board of Directors composed of a minimum of 9 to a maximum of 13 members, appointed by the General Meeting, who need not be shareholders of the IVS Italia.

Directors shall be appointed for a period established at the time of appointment, which may in no event be greater than three fiscal years, and they are eligible for re-election.

Directors may be removed at any time (with or without just cause) by a resolution of the General Meeting of shareholders. In the event of revocation resolved without just cause, the director is not entitled to any compensation for damage.

Pursuant to the articles of association of IVS Italia, the Board of Directors can validly deliberate only if is present a majority of its members. The resolutions of the Board of Directors are validly taken by a majority of the votes of directors present. In case of a tie the vote of the person chairing the meeting shall prevail.

The persons set forth below are the current members of the Board of Directors of IVS Italia.

The Board of Directors of IVS Italia manages the business activities of IVS Italia.

The Directors of IVS Italia are all domiciled for the carrying out of their duties at IVS Italia's registered office.

Name	Age	Position
Mr. Cesare Cerea	66	Chairman
Mr. Paolo Covre	67	Vice Chairman
Mr. Massimo Paravisi	47	Director
Ms. Adriana Cerea	69	Director
Mr. Maurizio Cesaracciu	55	Director
Mr. Mario Tessaro	65	Director
Mr. Stefano Baccelloni	59	Director
Mr. Antonio Tartaro	49	Director

Cesare Cerea for biographic information concerning Mr. Cerea see "*—The Issuer—Board of Directors*" above.

Paolo Covre for biographic information concerning Mr. Covre see "*—The Issuer—Board of Directors*" above.

Massimo Paravisi for biographic information concerning Mr. Paravisi see "*—The Issuer—Board of Directors*" above.

Adriana Cerea for biographic information concerning Ms. Cerea see "*—The Issuer—Board of Directors*" above.

Maurizio Cesaracciu serves on the IVS Italia Board of Directors. From 1982 to 1995, he was the sole director of Eladatis S.r.l. From 1983 to 1989, he served as a regular auditor of Canteen Italiana S.p.A. From 1995 to 2001, he was a general partner of Cantel S.a.s. From 2001 to 2002, he served as a director of Barmatic S.r.l. From 2002 to 2006, he was a director of D.A. Caffè Service S.r.l. Since 2007, he has served as a director of IVS Italia.

Mario Tessaro serves on the IVS Italia Board of Directors. From 1973 to 1979, he worked as an operating partner of DAR, a company which operates in the vending business, and then for GEDIL (a company which operates in the vending machines business). From 1979 to 2007, he served as managing director, with operations management responsibilities, of GSA S.r.l. (a company which operates in the vending machines business). Since 2007, following the merger of GSA S.r.l. into IVS Italia S.p.A., he has served as the managing director and executive operations manager of IVS Italia for the Lazio region.

Stefano Baccelloni serves on the IVS Italia Board of Directors. From 1973 to 1979, he worked for DAL and then for GEDIL (a company which operates in the vending machines business). From 1979 to 2007, he served as the managing director, with sales management responsibilities, of GSA S.r.l. (a company which operates in the vending machines business), which was merged into IVS Italia S.p.A in 2007. Since 2007, he has served as managing director and executive sales manager of IVS Italia for the Lazio region.

The following table indicates the corporations or partnerships in which the members of the Board of Directors of IVS Italia participate as members of the administrative, management or supervisory bodies, or as shareholders, members or partners, as of the date of this Prospectus. For the relevant information concerning Cesare Cerea, Pablo Covre, Antonio Tartaro, Massimo Paravisi and Adriana Cerea see "*—The Issuer—Board of Directors*" above.

Name	Offices	Company
Mr. Maurizio Cesaracciu	Partner	MC AG – S.a.S. Di Maurizio Cesaracciu & C.
Mr. Mario Tessaro	Director/Shareholder	Immobiliare Vending S.r.l.
Mr. Stefano Baccelloni	Shareholder	Megasvapo S.r.l.

Conflicts of Interest

The table below sets forth the shareholdings in the Issuer of certain of the members of IVS Italia's Board of Directors, and the nature thereof as of the date of this Prospectus. Other than their shareholdings in the Issuer, the members of IVS Italia's Board of Directors do not have potential conflicts of interests between any duties to the Group and their private interests or other duties, as of the date of this Prospectus.

Name of beneficial owner	Nature of Ownership	Number of Shares	% ownership of the Issuer
Maurizio Cessaracciu	Indirect through IVS Partecipazioni	27,867	0.1%
Mario Tessaro	Indirect through IVS Partecipazioni	1,854,575	4.5%
Stefano Baccelloni	Indirect through IVS Partecipazioni	1,134,486	2.7%

Annual General Meeting

The ordinary shareholders' meeting may discuss and resolve upon all matters falling within its legal powers and the articles of association. The extraordinary shareholders' meeting may discuss and resolve upon all matters falling within its legal powers that are not delegated by the articles of association to the exclusive jurisdiction of the administrative body and on matters reserved to it by the same articles of association.

The annual general meeting of shareholders shall be held in Italy, at the registered office of the Issuer or at such other place provided that in Italy. An ordinary shareholders' meeting must be convened at least once a year, to approve the financial statements, within one hundred twenty days of the close of IVS Italia's fiscal year, or within one hundred eighty days when the IVS Italia is obligated to prepare consolidated financial statements or, in any event, when required by particular needs related to IVS Italia's structure and purpose.

Other general meetings of shareholders are held at such places and times as may be specified in the respective notices of meeting.

The ordinary shareholders' meeting, in first and second calling, shall be deemed validly constituted with the presence of shareholders representing at least one half plus one of the share capital and resolves with an absolute majority of the share capital represented at the shareholders' meeting. The extraordinary shareholders' meeting, in first and second calling, resolves with the presence of shareholders representing more than half of the share capital.

Executive Officers

Set forth below is certain information concerning the individuals serving as the executive officers of IVS Italia.

The Executive Officers of IVS Italia are domiciled for the carrying out of their duties at IVS Italia's registered office.

Name	Age	Position
Mr. Cesare Cerea	66	Chairman
Mr. Massimo Paravisi	47	Co-Chief Executive Officer
Mr. Antonio Tartaro	49	Co-Chief Executive Officer

For biographic information concerning the executive officers of IVS Italia, see "*—The Issuer—Board of Directors*".

Board of Statutory Auditors

The Board of Statutory Auditors supervises compliance with the law and the articles of association, respect for the principles of correct administration and in particular on the adequacy of the organisational, administrative and accounting arrangement adopted by the company and on its proper functioning.

Pursuant to Article 20 of the by-laws of IVS Italia, the Board of Statutory Auditors is composed of three regular auditors and two alternate auditors. The current Board of Statutory Auditors of the Company was appointed at the ordinary shareholders' meeting on 15 April 2014 for a period of three fiscal years. The responsibilities, duties and term of office of the statutory auditors are those established by law. The Board of Statutory Auditors of the Company is composed of the necessary number of independent members as required by law.

Name	Age	Position
Mr. Paolo Cerutti	55	Chairman of the Board of Statutory Auditors
Mr. Giuseppe Nicastro	70	Acting auditor
Mr. Fabrizio Testa	50	Acting auditor
Ms. Tiziana Colussi	40	Substitute auditor
Ms. Maria Cristina Pituello	36	Substitute auditor

The business address of each member of the Board of Statutory Auditors of IVS Italia is Via dell'Artigianato, 25, Seriate (BG) 24068, Italy.

Set out below are brief biographies of the members of the Board of Statutory Auditors of IVS Italia.

Paolo Cerutti graduated with a degree in economics and commerce in 1984. In 1986, he qualified as chartered accountant and he enrolled in the professional accounting body (*Ordine dei Dottori Commercialisti)* of Udine. In 1995, he enrolled in the independent advisors professional body. In 1989, he started a professional association in Udine. In 1995, he founded the advisory firm CP & Partners. He has served as the Chairman of the Board of Directors of Amga Azienda Multiservizi S.p.A., the main multi-utility company of Udine, as well as the Chairman of the Board of Statutory Auditors of Seleco and Brionvega. He also is a founder partner of the cultural Association "Vicino Lontano", where he holds the office of Chairman. He currently holds the office of Statutory Auditor and Director in many companies.

Giuseppe Nicastro graduated with a degree in economics and commerce in 1968. In 1971, he qualified as a chartered accountant and enrolled in the professional accounting body (*Ordine dei Dottori Commercialisti)* of Bergamo. In 1995, he enrolled in the independent advisors' professional body. From 1994 to 2000, he held the office of Tax Court Judge in the provincial tax commission of Bergamo. He also worked as an independent auditor for local authorities. His practice involves providing corporate, administrative, accounting and tax-related advice to real-estate companies. He currently holds the office of Statutory Auditor in many companies.

Fabrizio Testa qualified as a chartered accountant in 1994. He performs his business-related advisory activities in reference, in particular, to ordinary and extraordinary corporate, administrative, accounting and tax-related activities, and to the preparation of appraisals and debt restructuring and rebalancing plans. He is a member of the company law commission of the professional accounting body (*Ordine dei Dottori Commercialisti)* of Udine. He currently holds the office of statutory auditor in many companies which operate in the financial sector and are subject to the supervision of Bank of Italy, as well as of director in many other companies.

Tiziana Colussi graduated in economics and commerce at the University of Udine in 2000. From 2000 to 2005 she worked as a Senior Auditor at Reconta Ernst & Young S.p.A. of Treviso. Since 2005 she has worked at the firm CP & Partners. Since 2007, she has been a member of the professional accounting body (*Albo dei Dottori Commercialisti)* of Pordenone. Her practice involves, in particular, advising small and medium-sized business on extraordinary business activities in reference, in particular, to tax-related, legal and corporate issues, re-organisations or restructurings and certain extraordinary transactions such as mergers, demergers, transformations. She also prepares corporate appraisals and provides advice in the context of the preparation of balance sheets and accounting and risk management systems. She currently also serves as a regular statutory auditor in business corporations.

Maria Cristina Pituello graduated in economics and commerce in 2002. Since 2002, she has been working as a trainee and then as an accountant and independent auditor for the professional association CP & Partners" In 2006, she qualified as a chartered accountant and independent auditor at the University "Ca Foscari" of Venice. Her practice involves, in particular, advising clients with respect to ordinary and extraordinary contractual, corporate, financial and tax-related areas in favour of both companies and group of companies, as well as with respect to reorganisation and restructuring activities of companies and groups of companies, as well as with respect to the preparation of extra-judicial corporate restructuring plans and insolvency proceedings and appraisals of companies

and company branches. She is an alternate member of the disciplinary board of the professional accounting and auditing body (*Ordine dei Dottori Commercialisti ed Esperti Contabili)* of Udine.

The following table indicates the corporations or partnerships in which the members of the Board of Statutory Auditors of IVS Italia participate as members of the administrative, management or supervisory bodies, or as shareholders, members or partners, as of the date of this Prospectus.

Name	Offices	Company
Mr. Paolo Cerutti	Chairman of the Board of Statutory Auditors	Locomotiva S.r.l.
	Chairman of the Board of Statutory Auditors	Grandi Alberghi Grado S.p.A.
	Acting Auditor	Mestieri & Mestieri—Società Cooperativa
	Chairman of the Board of Statutory Auditors	3 Video Multimedia S.r.l.
	Director	Università degli Studi di Udine
	Acting Auditor	Azienda Ospedalierio Universitaria di Udine
	Director	Plan 1 Health S.r.l.
	Sole Administrator	Itaca S.r.l.
	Vice Chairman	CP & Partners S.r.l.
	Chairman of the Board of Statutory Auditors	Pre Systems S.p.A.
	Chairman of the Board of Statutory Auditors	Hypo Alpe-Adria Finance S.r.l. (in liquidation)
	Acting Auditor	OCN S.p.A. (in liquidation)
	Shareholder	Itaca S.r.l.
	Shareholder	CP & Partners S.r.l.
	Shareholder	I.T.S. S.r.l.
Mr. Giuseppe Nicastro	Chairman of the Board of Statutory Auditors	Impresa Paccani S.p.A.
	Auditor	Edilizia Scanzorosciate 1-Coop – Abitare Società Cooperativa S.r.l. (in liquidation)
	Acting Auditor	Sangalli S.p.A.
	Acting Auditor	PMB S.p.A.
	Acting Auditor	Sangalli Holding S.r.l.
	Chairman of the Board of Statutory Auditors	Edilferri S.p.A.
	Sole Administrator	Imbos S.r.l.
	Acting Auditor	Bertelli Costruzioni S.p.A.
	Acting Auditor	Dicomi S.r.l.
Mr. Fabrizio Testa	Acting Auditor	Centro Servizi Doganali S.p.A.
	Acting Auditor	Unicar S.r.l.
	Acting Auditor	Carlieuklima S.p.A.
	Auditor	Valenext S.r.l.
	Acting Auditor	CIM S.p.A.
	Acting Auditor	Qbell S.p.A. (in liquidation)
	Chairman of the Board of Statutory Auditors	Framon S.p.A.
	Acting Auditor	EW Group S.r.l.
	Acting Auditor	Chiesa & Tirelli Rotograf S.p.A.
	Acting Auditor	Zanni Holding S.p.A.

	Acting Auditor	A&B Prosciutti S.p.A.
	Director	Picaron S.r.l.
	Substitute Auditor	Colorprint S.p.A.
	Director	CP & Partners S.r.l
	Chairman of the Board of Statutory Auditors	DEM S.p.A.
	Substitute Auditor	Pre System S.p.A.
	Acting Auditor	Istituto Nord Est Qualità
	Chairman of the Board of Statutory Auditors	Eurosell S.p.A. (in liquidation)
	Acting Auditor	Simco Tecnocovering S.r.l.
	Acting Auditor	Geo. Coil S.r.l.
	Director	I.T.S. S.r.l.
	Chairman of the Board of Statutory Auditors	Qbell Technology S.p.A.
	Acting Auditor	Heta Asset Resolution Italia S.r.l.
	Liquidator	Forum Iulii Immobiliare S.r.l. (in liquidation(
	Chairman of the Board of Statutory Auditors	Prosciuttificio DOK Dall'Ava S.p.A.
	Acting Auditor	Servus S.p.A.
	Liquidator	Sviluppo Sabina S.r.l. (in liquidation)
	Sole Administrator	Easy Component S.r.l.
	Acting Auditor	Autonord Fioretto S.p.A.
	Chairman of the Board of Statutory Auditors	Carini Srl
	Shareholder	Picaron S.r.l.
	Shareholder	CP & Partners S.r.l.
	Shareholder	Bellavista S.r.l.
	Shareholder	I.T.S. Srl
	Shareholder	M.D.M Immobiliare S.r.l.
	Shareholder	Forum Iulii Immobiliare S.r.l. (in liquidation(
	Shareholder	P.M. Investimenti S.r.l. (in liquidation)
	Shareholder	Finsim S.r.l.
	Shareholder	Io Prosciutto S.r.l.
Ms. Tiziana Colussi	Substitute Auditor	Locomotiva S.r.l.
	Acting Auditor	C.D.A. – Società Cooperativa Didtributori Automatici
	Acting Auditor	Società Italiana per lo Sviluppo dell'Elettronica S.p.A.
Ms. Maria Cristina Pituello.....	Acting Auditor	Locomotiva S.r.l.
	Acting Auditor	Goriziane Group S.p.A.
	Acting Auditor	Carlieuklima S.p.A.
	Substitute Auditor	Telecommunicazioni Industriali S.p.A. (in liquidation)
	Acting Auditor	C.D.A. – Società Cooperativa Didtributori Automatici
	Substitute Auditor	S.I.SV.EL. S.p.A. Senza Vincoli di Rappresentazione Grafica
	Acting Auditor	Eurosell S.p.A. (in liquidation)
	Substitute Auditor	Eurotel S.p.A.

Acting Auditor	Immobiliare Delfino S.r.l.
Acting Auditor	Jolanda de Colò S.p.A.

Conflicts of Interest

As of the date of this Prospectus, the above mentioned members of the Board of Statutory Auditors of IVS Italia do not have potential conflicts of interests between any duties to IVS Italia and their private interests or other duties.

S. Italia

S. Italia was incorporated as a private joint stock company (*società per azioni)* under the laws of Italy on 18 January 1999, with a duration until 31 December 2050 (subject to amendments to its by-laws). S. Italia's registered office is located at Via dell'Artigianato, 25, Seriate (BG) 24068, Italy, and it is registered in the Business Register of Bergamo (*Registro delle Imprese di Bergamo*) under registration number and fiscal code 12687800156, and its telephone number is +39 02 57 523 000.

Board of Directors

Management of the S. Italia is the exclusive responsibility of the administrative body, who shall carry out all the acts, legal transactions and the actions necessary to pursue the company's object.

Pursuant to the articles of association of S. Italia, S. Italia is managed alternatively by a sole director or by the Board of Directors composed of a minimum of 3 to a maximum of 13 members, appointed by the General Meeting, who need not be shareholders of the S. Italia.

Directors shall be appointed for a period established at the time of appointment, which may in no event be greater than three fiscal years, and they are eligible for re-election.

Directors may be removed at any time (with or without just cause) by a resolution of the General Meeting of shareholders. In the event of revocation resolved without just cause, the director is not entitled to any compensation for damage.

Pursuant to the articles of association of S. Italia, the Board of Directors can validly deliberate only if is present a majority of its members. The resolutions of the Board of Directors are validly taken by a majority of the votes of directors present. In case of a tie the vote of the person chairing the meeting shall prevail.

The persons set forth below are the current members of the Board of Directors of S. Italia.

The Board of Directors of S. Italia manages the business activities of S. Italia.

The Directors of S. Italia are all domiciled for the carrying out of their duties at S. Italia's registered office.

Name	Age	Position
Mr. Cesare Cerea	66	Chairman
Mr. Massimo Paravisi	47	Director
Mr. Antonio Tartaro	49	Director

For biographic information concerning the Directors of S. Italia, see "*—The Issuer—Board of Directors*" above.

For information on the corporations or partnerships in which the members of the Board of Directors of S. Italia participate as of the date of this Prospectus, please see "*—The Issuer—Board of Directors*" above.

Conflicts of Interest

For information on the potential conflicts of interests of the members of S. Italia's Board of Directors, please see "*—The Issuer—Board of Directors—Conflicts of Interest*". Other than their shareholdings in the Issuer,

the members of S. Italia's Board of Directors do not have potential conflicts of interests between any duties to the Group and their private interests or other duties, as of the date of this Prospectus.

Annual General Meeting

The ordinary shareholders' meeting may discuss and resolve upon all matters falling within its legal powers and the articles of association. The extraordinary shareholders' meeting may discuss and resolve upon all matters falling within its legal powers that are not delegated by the articles of association to the exclusive jurisdiction of the administrative body and on matters reserved to it by the same articles of association.

The annual general meeting of shareholders shall be held in Italy, at the registered office of the Issuer or at such other place provided that in Italy. An ordinary shareholders' Meeting must be convened at least once a year, to approve the financial statements, within one hundred twenty days of the close of S. Italia's fiscal year, or within one hundred eighty days when S. Italia is obligated to prepare consolidated financial statements or, in any event, when required by particular needs related to S. Italia's structure and purpose.

Other general meetings of shareholders are held at such places and times as may be specified in the respective notices of meeting.

The ordinary shareholders' meeting, in first and second calling, shall be deemed validly constituted with the presence of shareholders representing at least one half plus one of the share capital and resolves with an absolute majority of the share capital represented at the shareholders' meeting. The extraordinary shareholders' meeting, in first and second calling, resolves with the presence of shareholders representing more than half of the share capital.

Executive Officers

Set forth below is certain information concerning the individuals serving as the executive officers of S. Italia.

The Executive Officers of the S. Italia are domiciled for the carrying out of their duties at S. Italia's registered office.

Name	Age	Position
Mr. Cesare Cerea	66	Chairman
Mr. Massimo Paravisi	47	Co-Chief Executive Officer
Mr. Antonio Tartaro	49	Co-Chief Executive Officer

For biographic information concerning the executive officers of S. Italia, see "*—The Issuer—Board of Directors*".

Board of Statutory Auditors

The Board of Statutory Auditors supervises compliance with the law and the articles of association, respect for the principles of correct administration and in particular on the adequacy of the organisational, administrative and accounting arrangement adopted by the company and on its proper functioning.

Pursuant to Article 20 of the by-laws of S. Italia, the Board of Statutory Auditors is composed of three regular auditors and two alternate auditors. The current Board of Statutory Auditors of S. Italia was appointed at the ordinary shareholders' meeting on 21 March 2013 for a period of three fiscal years. The responsibilities, duties and term of office of the statutory auditors are those established by law. The Board of Statutory Auditors of S. Italia is composed of the necessary number of independent members as required by law.

Name	Age	Position
Mr. Massimo Troppina	48	Chairman of the Board of Statutory Auditors
Ms. Maria Cristina Pituello	36	Acting auditor
Ms. Monica Tuan	34	Acting auditor
Mr. Massimo Bassi	41	Substitute auditor
Ms. Monia Pividori	39	Substitute auditor

The business address of each member of the Board of Statutory Auditors of S. Italia is Via dell'Artigianato, 25, Seriate (BG) 24068, Italy.

Set out below are brief biographies of the members of the Board of Statutory Auditors of S. Italia.

Massimo Troppina graduated in economics and commerce at the University of Trieste in 1993. In 1995, he qualified as a chartered accountant, and then as an independent auditor. He started a professional association in Udine (Italy) and, in 1997, he founded the advisory firm CP & Partners. He currently serves both as a statutory auditor and a director in many other companies. He is a member of the experts and technical advisors panel of the Court of Udine, and has worked in the context of several non-contentious proceedings upon appointment by the President of the Court of Udine. He performs his business-related advisory and sale activities in reference, to the contractual, corporate, financial and tax-related areas of business— including in insolvency proceedings, in favour of companies or groups of companies. He also assists in the reorganisation and restructuring of companies and/or groups of companies, as well as extraordinary financing transactions and the transfer of block of shares and acquisitions.

Maria Cristina Pituello see "*—IVS Italia—Board of Statutory Auditors*".

Monica Tuan graduated in economics and commerce from the University of Udine in 2004. She enrolled in the professional accounting body (*Albo dei Dottori Commercialisti)* of Udine and is a member of the experts and technical advisors panel of the Court of Udine where she also holds the offices of receiver and judicial liquidator. Her practice involves, in particular, advising clients on corporate and tax-related issues—including in insolvency proceedings—as well as on the preparation of corporate appraisals and the implementation of the crime prevention model pursuant to the Italian Legislative Decree No. 231/2001. Ms. Tuan is also is a member of the Provincial Tax Commission of Udine, and of the Commissioni Procedure Concorsuali e 231 (a commission in charge of all insolvency and decree 231-related proceedings) at the professional accounting and auditing body (*Ordine dei Dottori Commercialisti ed Esperti Contabili)* of Udine.

Massimo Bassi graduated in economics and commerce from the University of Udine in 2000. In 2004, he worked as a lecturer in business accounting course at the Istituto Ricerche Economiche e Sociali of Friuli Venezia Giulia. From 2001 to 2005, he worked at the firm CP & Partners. Since 2007, he has served as a member of the professional accounting body (*Albo dei Dottori Commercialisti)* of Udine and he works as an accountant and independent auditor at the firm CP & Partners. His practice involves, in particular, advising on tax, legal, corporate and labour law matters as well as on operations related to the financial and economic planning of management, corporate reorganization and formalisation of internal procedures and independent auditing. In particular, he is in charge of providing advice in the context of the preparation of balance sheets, bankruptcy and debt restructuring plans as well as of commercial and non-commercial leases, or transfers of companies or company branches, and company wind-ups.

Monia Pividori graduated in economics and commerce at the University of Udine in 2002. From 2001 to 2007, she worked at the firm CP & Partners. Since 2007, she has been a member of the professional accounting body (*Albo dei Dottori Commercialisti)* of Udine and works as an accountant and independent auditor at CP & Partners. Her practice involves, in particular, advising small and medium-size enterprises in the tax-related, legal and corporate issues as well as in international corporate tax-related matters, as well as in certain extraordinary transactions such as mergers, demergers, transformations, management and family buy-outs. She also prepares corporate appraisals. She currently serves as a regular statutory auditor in business corporations and as an independent auditor for local authorities.

The following table indicates the corporations or partnerships in which the members of the Board of Statutory Auditors of S. Italia participate as members of the administrative, management or supervisory bodies, or as shareholders, members or partners, as of the date of this Prospectus. For the relevant information concerning Maria Cristina Pituello see "*—IVS Italia—Board of Statutory Auditors*" above.

Name	Offices	Company
Mr. Massimo Troppina	Acting Auditor	Locomotiva S.r.l.
	Acting Auditor	Autoestense S.p.A.

Name	Offices	Company
	Chairman of the Board of Statutory Auditors	Carlieuklima S.p.A.
	Substitute Auditor	3 Video Multimedia Srl
	Acting Auditor	Atoma Holding S.r.l.
	Acting Auditor	Villaverde S.r.l.
	Director	CP & Partners S.r.l.
	Director	I.T.S. Srl
	Partner	Arcadia Srl
	Director	Minerva Costruzioni S.r.l.
	Acting Auditor	Jolanda de Colò S.p.A.
	Substitute Auditor	OCN S.p.A. (in liquidation)
	Acting Auditor	Atomat S.p.A
	Substitute Auditor	Giana S.p.A.
	Substitute Auditor	GAI S.p.A.
	Acting Auditor	Autosanlorenzo S.r.l.
	Substitute Auditor	Officine M.T.M. S.p.A.
	Acting Auditor	Sportline S.p.A.
	Shareholder	CP & Partners S.r.l.
	Shareholder	I.T.S. Srl
	Shareholder	Arcadia Srl
	Shareholder	Minerva Costruzioni S.r.l.
Ms. Monica Tuan.....	Substitute Auditor	Locomotiva S.r.l.
	Trustee in Bankruptcy	Stilflex di Camovitto Gianni
	Substitute Auditor	Comfer S.p.A.
	Trustee in Bankruptcy	Del Bianco Editore S.r.l.
	Receiver and Judicial Liquidator	Fruilcomputer del Dott. Giuliano Spangher & C. S.a.S.
	Judicial Liquidator	Uanetto S.a.A. di Uanetto Oscar & C.
	Judicial Liquidator	Cartiera di Rivignano S.r.l.
	Substitute Auditor	Eurosell S.p.A. (in liquidation)
	Acting Auditor	Eurotel S.p.A.
	Trustee in Bankruptcy	Tabor S.r.l.
	Trustee in Bankruptcy	Dejavù S.r.l. (in liquidation)
	Trustee in Bankruptcy	Sogim S.r.l. (in liquidation)
	Trustee in Bankruptcy	For-IT S.r.l.
	Trustee in Bankruptcy	Omegagest Srl (in liquidation)
Mr. Massimo Bassi.....	Substitute Auditor	Unicar S.r.l.
	Substitute Auditor	Telecomunicazioni Industrialia S.p.A. (in liquidation)
	Substitute Auditor	C.D.A. – Società Cooperativa Didtributori Automatici
	Substitute Auditor	Framon S.p.A.
	Acting Auditor	Plan 1 Health S.r.l.
	Acting Auditor	DEM S.p.A.
	Substitute Auditor	Eurotel S.p.A.
	Acting Auditor	Qbell Technology S.p.A.
	Substitute Auditor	Heta Asset Resolution Italia S.r.l.
	Substitute Auditor	Hypo Alpe-Adria Finance S.r.l. (in liquidation)
	Substitute Auditor	Servus S.p.A.
	Substitute Auditor	Carini Srl

Name	Offices	Company
Ms. Monia Pividori	Acting auditor	Telecomunicazioni Industrialia S.p.A. (in liquidation)
	Chairman of the Board of Statutory Auditors	C.D.A. – Società Cooperativa Didtributori Automatici
	Substitute auditor	Framon S.p.A.
	Substitute auditor	A. & B. Prosciutti S.p.A.
	Substitute auditor	DEM S.p.A.
	Substitute auditor	Prosciuttificio DOK Dall'Ava S.p.A.
	Substitute auditor	Servus S.p.A.

Conflicts of Interest

As of the date of this Prospectus, the above mentioned members of the Board of Statutory Auditors of S. Italia do not have potential conflicts of interests between any duties to S. Italia and their private interests or other duties.

Principal Shareholders

The Issuer

Share Capital and Principal Shareholders

As of the date of this Prospectus, the Issuer had a share capital of €386,892 comprised of 38,952,491 authorised Class A Shares (of which 36,486,074 Class A Shares are outstanding), 1,250,000 Class B2 Shares authorised and outstanding and 1,250,000 Class B3 Shares authorised and outstanding, in each case without indication of nominal value and with equal dividend rights and one vote per share. Our Class A Shares are currently listed for trading on the *Mercato Telematico Azionario* of the Borsa Italiana under ticker symbol "IVS".

The table below sets forth the beneficial ownership of the Issuer according to the most recent information available to the Issuer as of the date of this Prospectus.

	Class A Shares[1]		Class B2 Shares		Class B3 Shares		Voting Power
Name of beneficial owner	Amount	%	Amount	%	Amount	%	%
IVS Partecipazioni[2]	23,068,739	63.2%	—	—	—	—	65.6%
Founders[3]	1,250,000	3.4%	1,250,000	100.0%	1,250,000	100.0%	3.2%
Free float on Borsa Italiana[4]	12,167,335	33.4%	—	—	—	—	31.2%
Total	**36,486,074**	**100.0%**	**1,250,000**	**100.0%**	**1,250,000**	**100.0%**	**100.0%**

(1) The Issuer holds 2,882,550 Class A Shares (treasury shares), representing 7.7 per cent. of total Class A shares, which do not vote.

(2) IVS Partecipazioni is the vehicle which is beneficially owned by former IVS Group Holding shareholders including by Mr. Cesare Cerea and other members of the Issuer's Board of Directors and senior management, including Messrs. Cesare Cerea, Massimo Paravisi, Massimo Trapletti and Antonio Tartaro. See "*—IVS Shareholders' Agreement*".

(3) Founders refer to certain founding shareholders of Italy1: Mr. Vito Gamberale, Mr. Giovanni Revoltella, ITA1 SV LP (a limited liability partnership organised under the laws of Guernsey and controlled by Dr. Roland Berger and Mr. Florian Lahnstein) and Generali PanEurope. The number of Founders shares is given as of 10 June 2013, the last date on which the Issuer has information. Pursuant to a shareholders' agreement by and between the Founders and IVS Partecipazioni, the Founders agreed to vote their Class B2 and Class B3 shares according to the written instructions of IVS Partecipazioni. See "*—IVS Shareholders' Agreement"*.

(4) In addition to the Issuer's Class A Shares which trade on the MTA, 19,995,500 Market Warrants (as defined under "*—Market Warrants*") trade on Borsa Italiana under ticker symbol "WIVS".

Class B2 Shares and Class B3 Shares

The Issuer's Class B2 Shares and Class B3 Shares (collectively, the "**Class B Shares**") are unlisted, are held by our Founders (as defined under "*—IVS Shareholders' Agreement*"). Our Class B2 Shares and Class B3

Shares will automatically convert into our Class A Shares if, upon confirmation by the Board of Directors of the Issuer, the volume weighted average price (*prezzo ufficiale*) on the Italian Stock Exchange of our Class A Shares equals or exceeds, for any period of 20 trading days out of 30 consecutive trading days, €11.00 and €12.00, respectively, at any time before 16 May 2017. The Class B Shares have the same economic and voting rights as the Class A Shares. However, until the termination of the IVS Call Option Period (as defined under "*—IVS Shareholders' Agreement*") or the purchase of such shares pursuant to the IVS Call Option, the Founders agree to vote their Class B2 Shares and Class B3 Shares according to the written instructions provided by IVS Partecipazioni and IVS Partecipazioni has a call option over 625,000 Class B2 and 625,000 Class B3 Shares held by the Founders, corresponding to half of their respective holdings. See "*—IVS Shareholders' Agreement*".

Pursuant to our articles of association of the Issuer, the Class B Shares also automatically convert into Class A Shares if the Issuer undergoes a "change of control" (as defined below) at a ratio of 1:1 for Class B2 Shares if the transaction or series of transactions giving rise to the change of control is completed at a price equal to or exceeding €11.00 per Class A Shares, and 1:1 for Class B3 Shares if the transaction or series of transactions giving rise to the change of control is completed at a price equal to or exceeding €12.00 per Class A Shares. In each case, a "change of control" is defined as any transaction or series of transactions which results in or is directed at (a) an acquisition of more than 33 per cent. of the voting rights of the Issuer by a person or group of persons acting in concert, (b) a merger with another entity as a result of which the Issuer ceases to exist and the shares are exchanged into shares or ownership interests in another entity, or (c) any sale of assets of the Issuer or its subsidiaries which on a consolidated basis exceed more than 50 per cent. of the value of the total assets of the Issuer and its subsidiaries at market value.

Market Warrants

Description of the Market Warrants

In connection with our initial public offering on Borsa Italiana, we issued convertible warrants (the "**Market Warrants**"), and as of 31 December 2014, 19,995,500 such Market Warrants trade on Borsa Italiana under ticker symbol "WIVS". They were initially attached to the original Class A Shares of the Issuer that were sold in connection with the Issuer's initial public offering to institutional investors on Borsa Italiana's MIV in January 2011. The Market Warrants have a strike price of €9.30 per Class A Share (the "**Exercise Price**"). The exercise period of the Market Warrants began on 16 May 2012, when the Merger was declared effective, and will end on the first day on which the Borsa Italiana is open for trading after 27 January 2016 (the "**Exercise Period**"), following which the Market Warrants will become null and void. The Market Warrants are governed by Luxembourg law. The Market Warrants are recorded as an obligation on our balance sheet. See footnote 26 of our consolidated financial statements as of and for the year ended 31 December 2014.

Exercise Requests by Warrantholders

Exercise requests by warrantholders will be effective within ten trading days (i.e. days on which the Borsa Italiana is open for trading) (the "**Warrants Effective Date**") *after*: (i) the 15th calendar day of each month with respect to exercise requests submitted within the first 15 calendar days of the month (the "**First Exercise Period**"), or (ii) the first calendar day of the month with respect to exercise requests submitted subsequent to the 16th day of the previous month (the "**Second Exercise Period**"). On the Warrants Effective Date and subject to applicable corporate law, the Issuer will issue the Class A Shares equal to the number of exercised Market Warrants and make them available to the exercising warrantholder.

Alternatively, the Issuer may elect on the day following the close of, as applicable, either the First Exercise Period or Second Exercise Period, in its absolute discretion, to settle on a "cashless basis" (i.e., without any obligation by the warrantholder to pay the Exercise Price) all of Market Warrants for which an exercise request has been submitted. If the Issuer elects to so settle on a "cashless basis" and subject to availability of sufficient distributable reserves, the number of ordinary conversion shares to be issued by the Issuer to the warrantholders on the applicable Warrants Effective Date shall be equal to the quotient derived from dividing (x) the number of Market Warrants for which any exercise request is submitted, multiplied by the difference between the fair market value (i.e., the average official price—*prezzo ufficiale*, as defined by Borsa Italiana—for which the Class A Shares were quoted on the Borsa Italiana in the ten trading days preceding the date of the relevant exercise request) and the

exercise price of the Market Warrants by (y) the fair market value, as expressed in the following formula (the "**Exercise Ratio**"):

number of Class A Shares = number of Market Warrants for which an exercise request was submitted *multiplied by* (fair market value—Exercise Price)/fair market value.

In this case, the Class A Shares will be subscribed for by using available reserves. Within the first trading day following the First Exercise Period (or the Second Exercise Period, as the case may be), the Issuer will publish through a press release and on its website the information regarding election of settlement on a "cashless basis" for all Market Warrants exercised in the relevant exercise period; accordingly, all the warrantholders that submitted the exercise request during such period will receive on the Warrants Effective Date a number of ordinary conversion shares calculated in compliance with the above formula. The amount of money blocked on the exercising warrantholder's account as Exercise Price will therefore become again freely available to the warrantholder. If the application of the Exercise Ratio results in a fractional number of Class A Shares, the warrantholder will receive such whole number of Class A Shares, rounded down to the next lowest unit.

A fall in the price of the Class A Shares subsequent to the relevant warrantholders' exercise request but before the Warrants Effective Date does not grant such warrantholder withdrawal rights.

Issuer's Redemption Rights

During the Exercise Period, the Issuer may, in its discretion, elect to redeem all, but not a portion of, the Market Warrants at a redemption price of €0.01 per warrant (the "**Redemption Price**") by publishing a redemption notice (the "**Redemption Notice**") no later than 30 calendar days prior to the date set forth in such redemption notice (the "**Redemption Date**"); provided, however, that the Issuer may only exercise its redemption rights if the official price (*prezzo ufficiale*) of the Class A Shares equals or exceeds €13.00 per Class A Share (the "**Redemption Trigger Price**"), for any 20 trading days (not necessarily consecutive) within a 30 trading day period ending three trading days prior to the Redemption Notice. Any change in the official price of the Class A Shares subsequent to the publication of the Redemption Notice in which is the official price of the Class A Shares falls below the Redemption Trigger Price or the Exercise Price has no effect on the Issuer's ability to redeem the Market Warrants. All Market Warrants duly redeemed pursuant to the Issuer's redemption rights are automatically null and void.

Following the Redemption Notice but before the Redemption Date, warrantholders may request to exercise their respective Market Warrants and, as a result, such Market Warrants will not be redeemed, however, the Issuer's ability to settle such requests on a "cashless basis" is not affected.

Adjustment of the Exercise Price in connection with certain share capital changes or transactions involving the Issuer.

The Exercise Price is subject to certain adjustments in connection with certain share capital changes or transactions involving the Issuer including as described below:

- if the paid-in capital of the Issuer increases due to shares offered pursuant to pre-emptive rights, the Exercise Price will be reduced by the difference between the preceding five trading day average of the official price of the Class A Shares and Market Warrants, provided however, that in no event will the Exercise Price be increased following the application of such formula;

- if the share capital of the Issuer increases through gratis distribution of Class A Shares to existing shareholders, the Exercise Price will be increased proportionally, or alternatively, decreased proportionally in the case of stock splits;

- if the Issuer pays extraordinary dividends on its Class A Shares, the Exercise Price will be decreased by the amount of such extraordinary dividends;

- if the Issuer merges/demerges with another entity and it is not the surviving entity, the number of Class A Shares that can be subscribed for by the warrantholders will be changed according to the relevant exchange/conversion ratio; and

- any other transaction that has the same effect will be adjusted using the same principles.

IVS Shareholders' Agreement

We are party to a shareholders' agreement governed by Italian law and dated as of 7 May 2012 (the "**IVS Shareholders' Agreement**") by and between IVS Partecipazioni and certain founding shareholders of Italy1 (Mr. Vito Gamberale, Giovanni Revoltella, ITA1 SV LP (a limited liability partnership organised under the laws of Guernsey and controlled by Dr. Roland Berger, Mr. Florian Lahnstein and Mr. Gero Wendenburg) and Generali PanEurope) (each a "**Founder**" and collectively, the "**Founders**").

The IVS Shareholders' Agreement became effective on 16 May 2012, the date of the effectiveness of the Merger, and with respect to all but the provisions discussed below expired on 16 May 2015.

IVS Partecipazioni has been granted a call option over half of the Class B2 Shares and Class B3 Shares held by the Founders (625,000 of each respective class) at a price of €0.0093 per share (the "**IVS Call Option**"). The Founders hold 100 per cent. of the Class B2 Shares and Class B3 Shares. The IVS Call Option may be exercised within 15 business days after the release from escrow of such Class B2 Shares and Class B3 Shares, which shall occur when the price of our Class A Shares exceeds €11.00 and €12.00, respectively, at any time prior to 16 May 2017 (following which date, if not released from escrow, the Class B2 Shares and Class B3 Shares will be cancelled) (the "**IVS Call Option Period**") (see "*—Class B2 Shares and Class B3 Shares*").

Until the termination of the IVS Call Option Period or the purchase of such shares thereby, the Founders agree to vote their Class B2 Shares and Class B3 Shares according to the written instructions provided by IVS Partecipazioni.

Issuer Controlling Shareholder

Our controlling shareholder is IVS Partecipazioni which is a private joint stock company (*società per azioni)* organised under the laws of Italy. IVS Partecipazioni is a vehicle owned by a group of entrepreneurs who largely comprise previous owners of IVS Group Holding. Mr. Cesare Cerea is the single largest shareholder of IVS Partecipazioni, controlling votes equivalent to a 25.4 per cent. stake (aggregating his directly owned stake with that of Crimo S.r.l.). Other shareholders of IVS Partecipazioni include current managers and former owners of certain companies that our Vending Business has acquired in previous years.

The Future Guarantors

IVS Italia

Share Capital and Principal Shareholders

As of the date of this Prospectus, IVS Italia's share capital is set at €65,000,010 represented by 4,333,334 authorised and outstanding shares without indication of nominal value all subscribed and fully paid-up.

As of the date of this Prospectus, the Issuer holds 100 per cent. of the share capital of IVS Italia.

IVS Italia Controlling Shareholder

IVS Italia is a direct, wholly-owned subsidiary of the Issuer.

S. Italia

Share capital and principal shareholders

As of the date of this Prospectus, S. Italia's share capital is set at €120,000 represented by 120,000 authorised and outstanding shares with a nominal value of Euro 1 per share all subscribed and fully paid-up.

As of the date of this Prospectus, the Issuer holds 100 per cent. of the share capital of S. Italia.

S. Italia Controlling Shareholder

S. Italia is a direct, wholly-owned subsidiary of the Issuer.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the Terms and Conditions of the Notes which (subject to modification) will be endorsed on each Note in definitive form (if issued):

The 4.5 per cent. senior unsecured notes due 2022 (the "**Notes**", which expression shall in these Conditions, unless the context otherwise requires, include any further notes issued pursuant to Condition 16 (*Further Issues*) and forming a single series with the Notes) of IVS Group S.A. (the "**Issuer**") are constituted by, are subject to, and have the benefit of, a Trust Deed dated as of the Issue Date (the "**Trust Deed**") made between the Issuer and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**", which expression shall include its successor(s)) as trustee for the holders of the Notes (the "**Noteholders**") and the holders of the interest coupons appertaining to the Notes (the "**Couponholders**" and the "**Coupons**" respectively).

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of and definitions in the Trust Deed. Copies of the Trust Deed and the agency agreement dated as of the Issue Date (the "**Agency Agreement**") made between the Issuer and The Bank of New York Mellon, London Branch as principal paying agent (the "**Principal Paying Agent**" and, together with any other paying agent appointed from time to time under the Agency Agreement, the "**Paying Agents**") and the Trustee are available for inspection during normal business hours by the Noteholders and the Couponholders at the registered office for the time being of the Trustee, being at the date of issue of the Notes at Fifth Floor, 100 Wood Street, London EC2V 7EX, United Kingdom, at the specified office of each of the Paying Agents and, in accordance with Luxembourg law, on the Issuer's website (www.ivsgroup.lu) (the "**Issuer's Website**") and at the Issuer's registered office, at 2A, rue Jean Baptiste Esch, L 1473 Luxembourg, Grand Duchy of Luxembourg. The Noteholders and the Couponholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them.

Application has been made to the Italian Stock Exchange ("**Borsa Italiana**") for the Notes to be admitted to listing and trading on Borsa Italiana's *Mercato Telematico delle Obbligazioni* ("**MOT**"). The MOT is a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments, as amended. Borsa Italiana admitted the Notes to listing on the MOT with order n. 8121 dated 22 October 2015. The date of the beginning of trading of the Notes shall be resolved upon by Borsa Italiana in accordance with Rule 2.4.3 of the rules of Borsa Italiana and communicated to the public through a separate notice.

The Notes will be held in book-entry form through Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium ("**Euroclear**") and Clearstream Banking, société anonyme, 42 Avenue JF Kennedy L-1855 Luxembourg ("**Clearstream, Luxembourg**"), and ownership interests in the Notes will be limited to persons that have accounts with Euroclear and/or Clearstream, Luxembourg or persons that hold interests in the Notes through participants in Euroclear and/or Clearstream, Luxembourg, including Monte Titoli. Payments and transfers of the Notes will be settled through Euroclear and Clearstream, Luxembourg.

Subject to and as set forth in Condition 8.18.1(g) (*Taxation-Payment without Withholding*), the Issuer will not be liable to pay any additional amounts to holders of the Notes in relation to any withholding or deduction required pursuant to Italian Legislative Decree No. 239 of April 1, 1996 (as the same may be amended or supplemented from time to time) where the Notes are held by a Person or entity resident or established in a country that does not allow for satisfactory exchange of information with the Italian tax authorities and otherwise in the circumstance described in Condition 8.1 (*Taxation-Payment without Withholding*).

1. FORM, DENOMINATION AND TITLE

1.1. Form and Denomination

The Notes are in bearer form, issued in compliance with TEFRA D, serially numbered, in the denomination of €1,000 each. The Notes will initially be represented by the Temporary Global Note. From the date that is forty (40) days after the issue date of the Notes (for these purposes, the "**Exchange Date**"), interests in the Temporary Global Note will be exchangeable (free of charge) for interests in a Permanent Global Note without Coupons attached against certification of non-U.S. beneficial ownership in compliance with TEFRA D.

1.2. Title

Title to the Notes and to the Coupons will pass by delivery.

1.3. Holder Absolute Owner

The Issuer, any Future Guarantor (as defined below), any Paying Agent and the Trustee may (to the fullest extent permitted by applicable laws) deem and treat the bearer of any Note or Coupon as the absolute owner for all purposes (whether or not the Note or Coupon shall be overdue and notwithstanding any notice of ownership or writing on the Note or Coupon or any notice of previous loss or theft of the Note or Coupon or of any trust or interest therein), shall not be required to obtain any proof thereof or as to the identity of such bearer and no Person shall be liable for so treating such Noteholder. No Person shall have any right to enforce any Condition or the Trust Deed under the Contracts (Rights of Third Parties) Act 1999.

2. STATUS OF THE NOTES

The Notes and the Coupons constitute direct, unconditional and (subject to the provisions of Condition 4.1 (*Negative Pledge*)) unsecured obligations of the Issuer and (subject as provided above) rank and will rank *pari passu*, without any preference among themselves, with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future, but, in the event of insolvency, only to the extent permitted by applicable laws relating to creditors' rights.

3. FUTURE GUARANTEES

3.1. Future Guarantees

Following the date on which the Issuer redeems or causes to be redeemed (the "**Existing Notes Redemption**") the outstanding 7.125% Senior Secured Notes due 2020 issued by IVS F. S.p.A. (the "**Existing Notes**") in part or in full, provided that such date occurs on or before 30 April 2016 (such date, the "**Existing Notes Redemption Date**"), the Issuer shall procure, within 30 Business Days of the Existing Notes Redemption Date, that each of its wholly-owned Subsidiaries IVS Italia S.p.A. and S. Italia S.p.A. or their successors (each a "**Future Guarantor**" and together, the Future Guarantors) shall enter into a deed supplemental to the Trust Deed in form and substance similar to the form of supplemental trust deed annexed to the Trust Deed (the "**Supplemental Trust Deed**") pursuant to which the Future Guarantors shall, subject to Condition 3.2 (*Limitation on Guarantor Liability*), unconditionally and irrevocably guarantee the due and punctual payment of the principal and any premium in respect of, and interest on, the Notes and of any other amounts payable by the Issuer under the Trust Deed (the "**Future Guarantee**").

3.2. Limitation on Guarantor Liability

Any Future Guarantee will be limited to the maximum amount (as may be set forth in the Supplemental Trust Deed to the extent reasonably determined by the Issuer) that will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Future Guarantor that are relevant under applicable laws and after giving effect to any collections from, rights to receive contribution from, or payments made by or on behalf of, any other Future Guarantor in respect of the obligations of such other Future Guarantor under the Conditions, result in the obligations of such Future Guarantor under the Future Guarantee not constituting either a fraudulent transfer or conveyance or voidable preference, financial assistance or improper corporate benefit, or violating the corporate purpose of the relevant Future Guarantor or any applicable capital maintenance laws or regulations applicable to such Future Guarantor or, in each case, any similar laws or regulations affecting the rights of creditors generally under any applicable law or regulation. In addition, the maximum principal amount of the Future Guarantee by S. Italia S.p.A. shall be limited to €20 million multiplied by the percentage of the Existing Notes redeemed on the Existing Notes Redemption Date.

3.3. Status of the Future Guarantee

The obligations of the Future Guarantors under the Future Guarantee shall constitute direct, unconditional and (subject to the provisions of Condition 4.1 (*Negative Pledge*)) unsecured obligations of the Future Guarantors

and (subject as provided above) rank and will rank *pari passu* with all other outstanding unsecured and unsubordinated obligations of the Future Guarantors, present and future, but, in the event of insolvency, only to the extent permitted by applicable laws relating to creditors' rights.

3.4. Release of Future Guarantees

The Future Guarantee of a Future Guarantor will be released:

(i) in connection with any sale or other disposition of all or substantially all of the assets of the Future Guarantor (including by way of merger, consolidation, amalgamation or combination) to a Person that is not (either before or after giving effect to such transaction) the Issuer or any Subsidiary, if the sale or other disposition does not violate Condition 4.2 (*Asset Sales*);

(ii) in connection with any sale or other disposition of capital stock of the Future Guarantor to a Person that is not (either before or after giving effect to such transaction) the Issuer or any Subsidiary, if the sale or other disposition does not violate Condition 4.2 (*Asset Sales*) and that Future Guarantor ceases to be a Subsidiary as a result of the sale or other disposition;

(iii) in accordance with and as may be provided pursuant to a meeting of Noteholders as provided by Condition 14.1 (*Meetings of Noteholders*) or Condition 14.2 (*Modification, Waiver, Authorisation and Determination*);

(iv) upon repayment in full of all obligations of the Issuer and the Guarantors under the Notes; or

(v) otherwise as a result of a Future Guarantor, directly or indirectly, consolidating or merging with or into another Person if the Future Guarantor is not the surviving entity.

4. COVENANTS

4.1. Negative Pledge

So long as any of the Notes remains outstanding (as defined in the Trust Deed), the Issuer will not, and will procure that none of its Subsidiaries (as defined below) will, create or have outstanding any mortgage, charge, lien, pledge or other security interest (each a "**Security Interest**") other than a Permitted Security Interest upon, or with respect to, any of the present or future business, undertaking, assets or revenues of the Issuer and/or any of its Subsidiaries to secure any Relevant Indebtedness (as defined below), unless the Issuer, in the case of the creation of the Security Interest, before or at the same time and, in any other case, promptly, takes any and all action necessary to ensure that:

(i) all amounts payable by it under the Notes, the Coupons and the Trust Deed are secured by the Security Interest equally and rateably with the Relevant Indebtedness to the satisfaction of the Trustee; or

(ii) such other Security Interest or other arrangement (whether or not it includes the giving of a Security Interest) is provided either (A) as the Trustee in its absolute discretion deems not materially less beneficial to the interests of the Noteholders or (B) as is approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders.

Any such Security Interest created in favour of the Notes pursuant to clauses (i) or (ii) above will be automatically and unconditionally released and discharged upon the release and discharge of the initial Security Interest with respect to the Relevant Indebtedness to which it relates.

4.2. Asset Sales

So long as any Note remains outstanding (as defined in the Trust Deed), the Issuer will not, and will not cause or permit any of its Subsidiaries to, directly or indirectly, consummate an Asset Sale unless:

(a) the Issuer (or the Subsidiary, as the case may be) receives consideration at the time of the Asset Sale at least equal to the fair market value of the assets or equity interests issued or sold or otherwise disposed of; and

(b) at least 75% of the consideration received in the Asset Sale by the Issuer or such Subsidiary is in the form of cash or cash equivalents. For purposes of this provision, each of the following will be deemed to be cash:

(i) any liabilities, as recorded on the most recent balance sheet of the Issuer or any of its Subsidiaries prior to such Asset Sale (other than contingent liabilities and liabilities that are by their terms subordinated in right of payment to the Notes or any Future Guarantee), that are assumed by the transferee of any such assets and as a result of which the Issuer and its Subsidiaries are no longer obligated with respect to such liabilities or are indemnified against further liabilities;

(ii) any securities, notes or other obligations received by the Issuer or any such Subsidiary from such transferee that are converted by the Issuer or such Subsidiary into cash or cash equivalents within 90 days following the closing of the Asset Sale, to the extent of the cash or cash equivalents received in that conversion;

(iii) (A) any assets or capital stock of a Permitted Business, if, after giving effect to any such acquisition, the Permitted Business is or becomes a Subsidiary; or (B) other assets (other than capital stock) not classified as current assets under IFRS that are used or useful in a Permitted Business;

(iv) Indebtedness of any Subsidiary that is no longer a Subsidiary as a result of such Asset Sale, to the extent that the Issuer and each other Subsidiary are released from any Future Guarantee of such Indebtedness in connection with such Asset Sale; and

(v) consideration consisting of Indebtedness of the Issuer or any Future Guarantor (other than Indebtedness that is by its terms subordinated in right of payment to the Notes or any Future Guarantee) received from Persons who are not the Issuer or any Subsidiary.

(c) So long as any Note remains outstanding (as defined in the Trust Deed), within 365 days after the receipt of any Net Proceeds from an Asset Sale, the Issuer or the applicable Subsidiary, as the case may be, shall apply such Net Proceeds as follows:

(i) to purchase the Notes pursuant to an offer to all holders of Notes at a purchase price equal to 100% of the principal amount thereof, plus accrued and unpaid interest and additional amounts, if any, to (but not including) the date of purchase (a "**Prepayment Offer**");

(ii) to repay, prepay or purchase any Indebtedness of the Issuer or its Subsidiaries (other than Subordinated Shareholder Debt) or cash collateralise any such Indebtedness (in each case other than Indebtedness owed to the Issuer or a Subsidiary);

(iii) to acquire all or substantially all of the assets of, or any capital stock of, another Permitted Business, if, after giving effect to any such acquisition, the Permitted Business is or becomes a Subsidiary;

(iv) to acquire other assets (other than capital stock) not classified as current assets under IFRS that are used or useful in a Permitted Business;

(v) to make capital expenditures in assets that are used or useful in a Permitted Business;

(vi) to enter into a binding commitment to apply the Net Proceeds pursuant to clause (iii), (iv) or (v) of this paragraph; *provided* that such binding commitment shall be treated as a permitted application of the Net Proceeds from the date of such commitment until the earlier of (x) the date on which such acquisition or expenditure is consummated, and (y) the 180th day following the expiration of the aforementioned 365-day period; or

(vii) any combination of the foregoing.

(d) Any remaining Net Proceeds from an Asset Sale which is not applied in accordance with the preceding paragraph within 365 days from the date of the receipt of such Net Proceeds shall constitute "**Excess Proceeds**".

(i) When the aggregate amount of Excess Proceeds exceeds €25.0 million (or its equivalent in another currency), the Issuer will be required to make a Prepayment Offer and may make an offer to all other holders of other Indebtedness that is *pari passu* with the Notes (including the Existing Notes) to purchase the maximum principal amount of Notes and such other *pari passu* Indebtedness (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith) that may be purchased out of the Excess Proceeds. To the extent that any portion of the amount of the Net Proceeds remains after compliance with the provisions of this clause (i) and provided that all holders of Notes have been given the opportunity to tender their Notes for purchase in accordance with the Agency Agreement, the Issuer or such Subsidiary may use such remaining amount for any purpose not prohibited by the Trust Deed and the amount of Excess Proceeds will be reset to zero;

(ii) promptly, but in any event within ten Business Days after the Issuer is obliged to make a Prepayment Offer, the Issuer shall send a notice to the Noteholders in accordance with Condition 13 (*Notices*), to inform the Noteholders of the Prepayment Offer. If, upon the expiration of the period for which the Prepayment Offer remains open, the aggregate principal amount of Notes surrendered by holders and such other *pari passu* Indebtedness exceeds the amount of the Prepayment Offer, the Excess Proceeds shall be allocated among the Notes and such *pari passu* Indebtedness shall be repaid on a *pro rata* basis or such other basis as the Principal Paying Agent deems appropriate (with such adjustments as may be deemed appropriate by the Principal Paying Agent so that only Notes in minimum denominations of €1,000 will be repaid); and

(iii) the Issuer will comply, to the extent applicable, with the requirements of applicable securities laws or regulations in connection with the repurchase of Notes pursuant to this Condition 4.2 (*Asset Sales*). To the extent that the provisions of any securities laws or regulations conflict with provisions of this Condition 4.2 (*Asset Sales*), the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the covenant described hereunder by virtue thereof;

provided that, pending the final application of the Net Proceeds, the Issuer or its Subsidiaries may temporarily reduce revolving credit facilities or borrowings or otherwise utilise any portion of the Net Proceeds in any manner that is not prohibited by these Conditions.

4.3. Financial Covenants

So long as any Note remains outstanding (as defined in the Trust Deed):

(a) the Consolidated Net Leverage Ratio shall not exceed 3.85 on any Measurement Date; and

(b) the Fixed Charge Coverage Ratio shall not be less than 3.0 on any Measurement Date.

The Issuer will promptly upon having knowledge thereof notify the Trustee, in writing, in accordance with the Trust Deed in the event that any of the undertakings in this Condition 4.3 (*Financial Covenants*) is breached at any Measurement Date.

Subject to the provisions of Condition 4.4 (*Equity Cure*), for so long as the Notes remain outstanding, the Issuer will deliver to the Trustee a certificate, in form and substance satisfactory to the Trustee, on or prior to each Reporting Date certifying that the Issuer was in compliance with the undertakings set out in (i) this Condition 4.3 (*Financial Covenants*) as at the Measurement Date and (ii) each of Condition 4.1(*Negative Pledge*) and Condition 4.2 (*Asset Sales*) as of the date of such certificate.

A certificate by any two authorised signatories of the Issuer as to any of the amounts referred to in this Condition 4.3 (*Financial Covenants*), or any of the terms defined for the purposes of this Condition 4.3 (*Financial Covenants*), shall be conclusive and binding on all parties.

The Trustee shall have no duty to monitor compliance by the Issuer with the covenants set out in Condition 4 (*Covenants*) and shall rely without liability to any Person without further enquiry on any certificate of the Issuer as to the Issuer's compliance or non-compliance as aforesaid.

4.4. Equity Cure

(a) Subject to the provisions of this Condition 4.4, in the event that the Issuer fails to comply, or would otherwise fail to comply, with any of its obligations under Condition 4.3 (*Financial covenants*), the Issuer shall have the right, and may elect by written notice to the Trustee, to cure an actual or anticipated breach of the Consolidated Net Leverage Ratio and/or the Fixed Charge Coverage Ratio in Condition 4.3 (*Financial covenants*) by applying net amounts received in respect of any new equity issued by the Issuer and/or Subordinated Shareholder Debt received by the Issuer to remedy actual or anticipated non-compliance and by having such amounts included in the calculation or recalculation of one of or both of the financial covenants contained in Condition 4.3 (*Financial Covenants*).

For the purposes of making the calculation or recalculation of one of or both of the financial covenants contained in Condition 4.3 (*Financial Covenants*) following the application of net amounts received in respect of any new equity issued by the Issuer and/or Subordinated Shareholder Debt received by the Issuer, pro forma effect (including pro forma application of the net proceeds therefrom) shall be given such that any Indebtedness repaid, redeemed or otherwise discharged shall be treated as if it had been so repaid, redeemed or otherwise discharged at the beginning of the relevant calendar year period associated with the Measurement Date for which the Issuer fails to comply, or would otherwise fail to comply, with any of its obligations under Condition 4.3 (*Financial covenants*).

(b) A notice to the Trustee under paragraph (a) above will not be regarded as having been delivered unless:

(i) it is signed by two authorised signatories of the Issuer and delivered before the date which is 30 Business Days after the applicable Reporting Date on which the compliance certificate for the calendar year to which the non-compliance relates was required to be delivered pursuant to Condition 4.3 (*Financial Covenants*);

(ii) it certifies the aggregate amounts received by the Issuer in respect of any equity issued by the Issuer and/or Subordinated Shareholder Debt;

(iii) it specifies the calendar year to which the non-compliance relates and in relation to which the equity issued by the Issuer and/or Subordinated Shareholder Debt is to be applied; and

(iv) if the Issuer makes an election under paragraph (a) above during the period of 30 Business Days after the Reporting Date on which the compliance certificate for the

calendar year to which the non-compliance relates was required to be delivered pursuant to Condition 4.3 (*Financial Covenants*), it is accompanied by a revised compliance certificate indicating compliance with the ratios in Condition 4.3 (*Financial Covenants*) after taking into account the amounts used to remedy the non-compliance.

(c) For the purposes of this Condition 4.4, the net amounts received in cash in respect of any equity issued by the Issuer and/or Subordinated Shareholder Debt shall be deemed to be received on the first day of the calendar year in respect of which they are to be taken into account to remedy the non-compliance with any ratios set out in Condition 4.3 (*Financial Covenants*).

(d) If, after giving effect to the recalculation referred to in the paragraphs above, the financial covenants are complied with, the Issuer shall be deemed to have satisfied the requirements of Condition 4.3 (*Financial Covenants*) as at the relevant Measurement Date as though there had been no failure to comply with such obligations, and the applicable breach shall be deemed to have been cured for the purposes hereof.

5. INTEREST

5.1. Interest Rate and Interest Payment Dates

The Notes bear interest from and including 18 November 2015 at the rate of 4.5 per cent. per annum (the Rate of Interest), payable annually in arrear on 15 November in each year (each an "**Interest Payment Date**"). The first payment (representing a full year's interest) shall be made on 15 November 2016.

5.2. Interest Accrual

Each Note will cease to bear interest from and including its due date for redemption unless, upon due presentation, payment of the principal in respect of the Note is improperly withheld or refused or unless default is otherwise made in respect of payment, in which event interest shall continue to accrue as provided in the Trust Deed.

5.3. Calculation of Broken Interest

When interest is required to be calculated in respect of a period of less than half a year, it shall be calculated on the basis of a 360 day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed on the basis of a month of 30 days.

6. PAYMENTS

6.1. Payments in respect of Notes

Payments of principal and interest in respect of each Note will be made against presentation and surrender (or, in the case of part payment only, endorsement) of the Note, except that payments of interest due on an Interest Payment Date will be made against presentation and surrender (or, in the case of part payment only, endorsement) of the relevant Coupon, in each case at the specified office outside the United States or its possessions (in accordance with U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(3)(v) or any successor version thereto) of any of the Paying Agents. Payments of principal and interest (if any) due prior to the Exchange Date will only be made to a Noteholder to the extent that there is presented to the Paying Agent by Euroclear or Clearstream, Luxembourg a certificate to the effect that it has received from or in respect of a Noteholder entitled to a particular nominal amount of the Notes represented by the Temporary Global Note (as shown by its records) a certificate of non-U.S. beneficial ownership in compliance with TEFRA D and a Noteholder of a Temporary Global Note will not be entitled to collect any payment of interest or principal due on or after the Exchange Date unless the exchange of the Temporary Global Note for a Permanent Global Note is improperly refused after such holder duly makes an exchange request.

6.2. Method of Payment

Payments will be made by credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the payee or, at the option of the payee, by Euro cheque.

6.3. Missing Unmatured Coupons

Each Note should be presented for payment together with all relative unmatured Coupons, failing which the full amount of any relative missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the full amount of the missing unmatured Coupon which the amount so paid bears to the total amount due) will be deducted from the amount due for payment. Each amount so deducted will be paid in the manner mentioned above against presentation and surrender (or, in the case of part payment only, endorsement) of the relative missing Coupon at any time before the expiry of ten years after the Relevant Date (as defined in Condition 8 (*Taxation*)) in respect of the relevant Note (whether or not the Coupon would otherwise have become void pursuant to Condition 9 (*Prescription*)) or, if later, five years after the date on which the Coupon would have become due, but not thereafter.

6.4. Payments subject to Applicable Laws

Payments in respect of principal and interest on the Notes are subject in all cases to any fiscal or other laws and regulations applicable in the place of payment, but without prejudice to the provisions of Condition 8 (*Taxation*).

6.5. Payment only on a Presentation Date

A holder shall be entitled to present a Note or Coupon for payment only on a Presentation Date and shall not, except as provided in Condition 5 (*Interest*), be entitled to any further interest or other payment if a Presentation Date is after the due date.

6.6. Initial Paying Agents

The name of the initial Principal Paying Agent and its initial specified office is set out at the end of these Conditions. The Issuer reserves the right, subject to the prior written approval of the Trustee, at any time to vary or terminate the appointment of any Paying Agent and, without the need for the Trustee's prior written approval, to appoint additional or other Paying Agents *provided* that:

(a) there will at all times be a Principal Paying Agent;

(b) so long as the Notes are listed on any stock exchange or admitted to listing or trading by any other relevant authority, there will at all times be a Paying Agent (which may be the Principal Paying Agent) having its specified office in such place as may be required by the rules and regulations of the relevant stock exchange or such other relevant authority; and

(c) the Issuer undertakes that it will maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive.

Notice of any termination or appointment and of any changes in specified offices will be given to the Noteholders promptly by the Issuer in accordance with Condition 13 (*Notices*).

7. REDEMPTION AND PURCHASE

7.1. Redemption at Maturity

Unless previously redeemed or purchased and cancelled as provided below, the Issuer will redeem the Notes at their principal amount on 15 November 2022 (the "**Maturity Date**").

7.2. Redemption for Taxation Reasons

If the Issuer certifies to the Trustee immediately before the giving of the notice referred to below that:

(a) as a result of any change in, or amendment to, the laws or regulations of a Relevant Jurisdiction (as defined in Condition 8 (*Taxation*)), or any change in the application or official interpretation of

the laws or regulations of a Relevant Jurisdiction, or any ruling or change in treatment by any relevant tax authority with respect to the tax residence or status of the Issuer or the Notes, which change or amendment becomes effective after the Issue Date, on the next Interest Payment Date either (i) the Issuer would be required to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) or (ii) following the Existing Notes Redemption Date, a Future Guarantor would be unable for reasons outside its control to procure payment by the Issuer and in making payment itself would be required to pay such additional amounts; and

(b) the requirement cannot be avoided by the Issuer or, as the case may be, the Future Guarantors, taking reasonable measures available to it,

then the Issuer may at its option, having given not less than ten nor more than 60 days' notice to the Noteholders in accordance with Condition 13 (*Notices*) (which notice shall be irrevocable), redeem all the Notes, but not some only, at any time at their principal amount together with interest accrued to but excluding the date of redemption, *provided* that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer or, as the case may be, any Future Guarantor, would be required to pay such additional amounts, were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Trustee, in form and substance satisfactory to the Trustee, a certificate signed by two authorised signatories of the Issuer or, as the case may be, such Future Guarantor, stating that the requirement referred to in (a) above will apply on the next Interest Payment Date and cannot be avoided by the Issuer or, as the case may be, any Future Guarantor, taking reasonable measures available to it, and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Noteholders, the Trustee and the Couponholders.

7.3. Redemption at the Option of the Issuer

At any time prior to 15 November 2018, the Issuer may, having given not less than ten nor more than 60 days' notice to the Noteholders in accordance with Condition 13 (*Notices*) (which notice shall be irrevocable), redeem the Notes, in whole or in part and from time to time, at a redemption price equal to 100 per cent. of the principal amount thereof plus the Applicable Premium as of, and accrued and unpaid interest, if any, to, the applicable redemption date (the "**Redemption Price**").

For the purposes of this Condition:

(i) "**Applicable Premium**" means, with respect to a Note on any redemption date, the greater of (A) 1.0 per cent. of the principal amount of such Note and (B) the excess (to the extent positive) of: (1) the present value at such redemption date of (i) the Redemption Price (excluding accrued and unpaid interest), plus (ii) all required remaining scheduled interest payments due on such Note to and including 15 November 2018, computed using a discount rate equal to the Bund Rate at such redemption date plus 50 basis points; over (2) the outstanding principal amount of such Note on such redemption date, as calculated by the Issuer or on behalf of the Issuer by such Person as the Issuer shall designate, *provided* that such calculation shall not be a duty or obligation of the Trustee and Principal Paying Agent.

(ii) "**Bund Rate**" means, with respect to any redemption date, the rate per annum equal to the equivalent yield to maturity as of such date of the Comparable German Bund Issue, assuming a price for the Comparable German Bund Issue (expressed as a percentage of its principal amount) equal to the Comparable German Bund Price for such redemption date, where:

(A) "**Comparable German Bund Issue**" means the German Bundesanleihe security selected by any Reference German Bund Dealer as having a fixed maturity most nearly equal to the period from such redemption date to 15 November 2018 and that would be utilised at the time of selection and in accordance with customary financial practice, in pricing new issues of Euro-denominated corporate debt securities in a principal amount approximately equal to the then outstanding

principal amount of the Notes and of a maturity most nearly equal to 15 November 2018; *provided*, however, that, if the period from such redemption date to 15 November 2018 is not equal to the fixed maturity of the German Bundesanleihe security selected by such Reference German Bund Dealer, the Bund Rate shall be determined by linear interpolation (calculated to the nearest one-twelfth of a year) from the yields of German Bundesanleihe securities for which such yields are given, except that if the period from such redemption date to 15 November 2018, is less than one year, a fixed maturity of one year shall be used;

(B) "**Comparable German Bund Price**" means, with respect to any redemption date, the average of all Reference German Bund Dealer Quotations for such date (which, in any event, must include at least two such quotations), after excluding the highest and lowest such Reference German Bund Dealer Quotations, or if the Issuer obtains fewer than four such Reference German Bund Dealer Quotations, the average of all such quotations;

(C) "**Reference German Bund Dealer**" means any dealer of German Bundesanleihe securities appointed by the Issuer in good faith; and

(D) "**Reference German Bund Dealer Quotations**" means, with respect to each Reference German Bund Dealer and any redemption date, the average as determined by the Issuer in good faith of the bid and offered prices for the Comparable German Bund Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Issuer by such Reference German Bund Dealer at 3:30 p.m. Frankfurt, Germany, time on the third Business Day preceding the redemption date.

(b) At any time on or after 15 November 2018, the Issuer may, having given not less than ten nor more than 60 days' notice to the Noteholders in accordance with Condition 13 (Notices) (which notice shall be irrevocable), redeem the Notes, in whole or in part and from time to time, at the following redemption prices (expressed as a percentage of the principal amount on the redemption date), plus accrued and unpaid interest and additional amounts, if any, to the relevant redemption date:

Redemption Period	Price
2018	102.250%
2019	101.125%
2020	100.563%
2021 and thereafter	100.0%

7.4. Special Mandatory Redemption

If the Issuer shall have failed: (i) on or prior to 30 April 2016, to redeem, or cause to be redeemed, at least €200.0 million aggregate principal amount of the Existing Notes (including the pro rata share of the Existing Notes held by the Group at the Existing Notes Redemption Date) or (ii) within 30 Business Days of the Existing Notes Redemption Date, to procure that each of IVS Italia S.p.A. and S. Italia S.p.A. or their successors enter into a Supplemental Trust Deed pursuant to which such Future Guarantors shall grant the Future Guarantee (subject, in each case, to the limitations contained in Condition 3.2 (*Limitation on Guarantor Liability*)), the Issuer shall, having given not less than 10 nor more than 15 days' notice to the Noteholders in accordance with Condition 13 (*Notices*) (which notice shall be irrevocable), redeem all, but not some only, of the Notes, at any time on or after 30 April 2016 at their principal amount plus accrued and unpaid interest and additional amounts, if any, from the Issue Date to the date of special mandatory redemption.

7.5. Purchases

The Issuer or any of its Subsidiaries may at any time purchase Notes (*provided* that all unmatured Coupons appertaining to the Notes are purchased with the Notes) in any manner and at any price.

7.6. Cancellations

All Notes which are redeemed by or on behalf of the Issuer will forthwith be cancelled, together with all relative unmatured Coupons attached to the Notes or surrendered with the Notes, and accordingly may not be held, reissued or resold.

7.7. Notices Final

Upon the expiry of any notice as is referred to in Condition 7.2 (*Redemption for Taxation Reasons*), Condition 7.3 (*Redemption at the Option of the Issuer*) or Condition 7.4 (*Special Mandatory Redemption*) above, the Issuer shall be bound to redeem the Notes to which the notice refers in accordance with the terms of such paragraph.

8. TAXATION

8.1. Payment without Withholding

All payments in respect of the Notes by or on behalf of the Issuer or any Future Guarantor shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed or levied by or on behalf of any Relevant Jurisdiction, unless the withholding or deduction of the Taxes is required by law. In that event, the Issuer or, as the case may be, a Future Guarantor will pay such additional amounts as may be necessary in order that the net amounts received by the Noteholders and the Couponholders after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of the Notes or, as the case may be, Coupons in the absence of the withholding or deduction; except that no additional amounts shall be payable in relation to any payment in respect of any Note or Coupon:

(a) for or on account of any Taxes, to the extent such Taxes would not have been imposed but for the existence of any present or former connection between the Noteholder or the beneficial owner of the Notes or Coupons (or between a fiduciary, settlor, beneficiary, partner of, member or shareholder of, or possessor of a power over, the relevant Noteholder, if the relevant Noteholder is an estate, trust, nominee, partnership, limited liability company or corporation) and the Relevant Jurisdiction (including being or having been a citizen, resident, or national thereof or being or having been present or engaged in a trade or business therein or having or having had a permanent establishment therein), but excluding, in each case, any connection arising merely from the holding of such Notes or Coupons, the enforcement of rights under such Notes or Coupons or under a Future Guarantee or the receipt of any payments in respect of such Notes or Coupons or a Future Guarantee; or

(b) presented for payment in Luxembourg or Italy; or

(c) for or on account of any Taxes that are imposed or withheld by reason of the failure by the holder or the beneficial owner of the Notes or Coupons to comply with a written request of the payor or any other Person through whom payment can be made addressed to the Noteholder, after reasonable notice (at least 30 days before any such withholding would be payable), to provide certification, information, documents or other evidence concerning the nationality, residence or identity of the Noteholder or such beneficial owner or to make any declaration or similar claim or satisfy any other reporting requirement relating to such matters, which is required by a statute, treaty, regulation or administrative practice of the Relevant Jurisdiction as a precondition to exemption from all or part of such Taxes but, only to the extent the Noteholder or beneficial owner is legally entitled to provide such certification or documentation; or

(d) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; or

(e) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a Member State, without prejudice to the option of the Issuer to redeem the Notes pursuant to, and subject to the conditions of, Condition 7.2 (*Redemption for Taxation reasons*); or

(f) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that a Noteholder would have been entitled to additional amounts on presenting the same for payment on the last day of the period of 30 days assuming, whether or not such is in fact the case, that day to have been a Presentation Date (as defined in Condition 6 (*Payments*)); or

(g) in the event of a payment to a non-Italian resident legal entity or a non-Italian resident individual, to the extent that interest or other amounts is paid to a non-Italian resident legal entity or a non-Italian resident individual which is resident in a country which does not allow for a satisfactory exchange of information with the Italian tax authorities; or

(h) for or on account of any Taxes applicable pursuant to the provisions of Decree No. 600 of 29 September 1973, as amended from time to time, and any related implementing regulations; or

(i) for or on account of any estate, inheritance, gift, value added, sales, excise, use, transfer, personal property or similar tax, assessment or other governmental charge; or

(j) for or on account of any amount to be withheld or deducted pursuant to either the United States Foreign Account Tax Compliance Act ("**FATCA**") or any agreement made pursuant to FATCA; or

(k) for or on account of any Taxes imposed on or with respect to any payment by the Issuer or a Future Guarantor under the Notes or the Coupons to a Noteholder if such Noteholder is a fiduciary or partnership or any Person other than the sole beneficial owner of such payment to the extent that Taxes would not have been imposed on such payment had such holder been the sole beneficial owner of such Notes or Coupons; or

(l) in relation to any payment or deduction of any interest, premium or other proceeds of any Note, Receipt or Coupon on account of *imposta sostitutiva* pursuant to Italian Legislative Decree No. 239 of 1 April 1996, as amended from time to time , and any related implementing regulations and pursuant to the provisions of Decree 461 of 21 November 1997, as amended from time to time; or

(m) for or on account of any amount to be withheld or deducted pursuant to the Luxembourg law of 23 December 2005 introducing a final withholding tax on certain savings income, as amended; or

(n) any combination of the items above.

Additional amounts will not be payable to a beneficial owner of Notes or Coupons where, had such beneficial owner been the holder of the Notes or Coupons, it would not have been entitled to payment of any additional amounts under the provisions of this Condition.

8.2. Additional Amounts

Any reference in these Conditions to any amounts in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under this Condition or under any undertakings given in addition to, or in substitution for, this Condition pursuant to the Trust Deed.

9. PRESCRIPTION

Notes and Coupons will become void unless presented for payment within periods of ten years (in the case of principal) and five years (in the case of interest) from the Relevant Date in respect of the Notes or, as the case may be, the Coupons, subject to the provisions of Condition 6 (*Payments*).

10. EVENTS OF DEFAULT

10.1. Events of Default

The Trustee at its discretion may, and if so requested in writing by the holders of at least one-fifth in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall (subject in each case to being indemnified and/or secured and/or pre-funded to its satisfaction), give notice to the Issuer and, if applicable, the Future Guarantors that the Notes are, and they shall accordingly forthwith become, immediately due and repayable at their principal amount, together with accrued interest as provided in the Trust Deed, in any of the following events ("**Events of Default**"):

(a) if default is made in the payment of any principal or interest due in respect of the Notes or any of them and the default continues for a period of seven days in the case of principal or 14 days in the case of interest; or

(b) if the Issuer or a Future Guarantor, if applicable, fails to perform or observe any of its other obligations under these Conditions or the Trust Deed (other than its obligations under Condition 4.3 (*Financial Covenants*)) and (except in any case where the Trustee considers the failure to be incapable of remedy, when no continuation or notice as is hereinafter mentioned will be required) the failure continues for a period of 60 days following the service by the Trustee on the Issuer or a Future Guarantor (as the case may be) of notice requiring the same to be remedied; or

(c) if the Issuer fails to comply with its obligations under Condition 4.3 (*Financial Covenants*) and such non-compliance is not cured pursuant to Condition 4.4 (*Equity Cure*) in accordance with the terms and conditions set forth therein; or

(d) if (i) any Indebtedness for Borrowed Money (as defined below) of the Issuer or any Subsidiary is declared due and repayable prematurely by reason of an event of default (however described); (ii) the Issuer or any Subsidiary fails to make any payment of principal in respect of any Indebtedness for Borrowed Money on the due date for payment (after giving effect to any grace period); (iii) any security given by the Issuer or any Subsidiary for any Indebtedness for Borrowed Money becomes enforceable (after giving effect to any grace period); or (iv) default is made by the Issuer or any Subsidiary in making any payment due under any guarantee given by it in relation to any Indebtedness for Borrowed Money of any other Person (after giving effect to any grace period); *provided* that no event described in this subparagraph 10.1(d) shall constitute an Event of Default unless the relevant amount of Indebtedness for Borrowed Money or other relative liability due and unpaid, either alone or when aggregated (without duplication) with other amounts of Indebtedness for Borrowed Money and/or other liabilities due and unpaid relative to all (if any) other events specified in (i) to (iv) above, amounts to at least €20.0 million (or its equivalent in any other currency); or

(e) if any order is made by any competent court or resolution is passed for the winding up or dissolution of the Issuer or any Significant Subsidiary, save: (i) for the purposes of reorganisation on terms approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders or (ii) any consolidation, merger, sale of all or substantially all assets or dissolution of any Subsidiary that is not a Future Guarantor into the Issuer or a Future Guarantor or (iii) any consolidation, merger, sale of all or substantially all assets or dissolution among Future Guarantors or among Subsidiaries that are not Future Guarantors or (iv) any consolidation, merger, sale of all or substantially all assets or dissolution among the Issuer and any Future Guarantor or (v) in the case of a Future Guarantor whose Future Guarantee is released in accordance with Condition 3.4 (*Release of Future Guarantees*); or

(f) if the Issuer or any Future Guarantor that is a Significant Subsidiary (except for a Future Guarantor whose Future Guarantee is released in accordance with Condition 3.4 (*Release of Future Guarantees*)) ceases or threatens to cease to carry on the whole or substantially the whole of its business, save in either case for the purposes of reorganisation on terms approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders, or the Issuer or any Future Guarantor that is a Significant Subsidiary (except for a Future Guarantor whose Future Guarantee is released in accordance with Condition 3.4 (*Release of Future Guarantees*)) stops or threatens to stop payment of, or is unable to, or admits inability to, pay, its debts (or any class of its debts) as they fall due or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or

(g) if (i) proceedings are initiated against the Issuer or any Future Guarantor that is a Significant Subsidiary under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or any Future Guarantor that is a Significant Subsidiary or, as the case may be, in relation to the whole or any part of the undertaking or assets of any of them or an encumbrancer takes possession of the whole or any part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or any part of the undertaking or assets of any of them, and (ii) in any such case (other than the appointment of an administrator or an administrative receiver appointed following presentation of a petition for an administration order) unless initiated by the relevant company, is not discharged within 30 days; or

(h) if the Issuer or any Future Guarantor that is a Significant Subsidiary (or their respective directors or shareholders), except for a Future Guarantor whose Future Guarantee is released in accordance with Condition 3.4 (*Release of Future Guarantees*), initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors); or

(i) if, following the Existing Notes Redemption Date, the Future Guarantee of a Significant Subsidiary ceases to be, or is claimed by the Issuer or any Future Guarantor not to be, in full force and effect, except for a Future Guarantor whose Future Guarantee is released in accordance with Condition 3.4 (*Release of Future Guarantees*); or

(j) if any event occurs which, under the laws of any Relevant Jurisdiction, has or may have an analogous effect to any of the events referred to in subparagraphs (e) to (i) above.

10.2. Interpretation

For the purposes of this Condition, "**Indebtedness for Borrowed Money**" means any Indebtedness described in clause (i), (ii) or (iv) of the definition thereof.

11. ENFORCEMENT

11.1. Enforcement by the Trustee

The Trustee may at any time, at its discretion and without notice, take such proceedings and/or other steps or action (including lodging an appeal in any proceedings) against or in relation to the Issuer and/or any Future Guarantor as it may think fit to enforce the provisions of the Trust Deed, the Notes and the Coupons or otherwise, but it shall not be bound to take any such proceedings or other steps or action unless (a) it has been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by the holders of at least one-fifth in principal amount of the Notes then outstanding, as applicable, and (b) it has been indemnified and/or secured and/or

pre-funded to its satisfaction and it has been relieved from responsibility in certain circumstances and it has been agreed that it will be paid its costs and expenses in priority to the claims of the Noteholders.

11.2. Limitation on Trustee actions

The Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction. Furthermore, the Trustee may also refrain from taking such action if it would otherwise render it liable to any Person in that jurisdiction or if, in its opinion based upon such legal advice, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.

11.3. Enforcement by the Noteholders

No Noteholder or Couponholder shall be entitled to (i) take any steps or action against the Issuer or any Future Guarantor to enforce the performance of any of the provisions of the Trust Deed, the Notes or the Coupons or (ii) take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer or any Future Guarantor, in each case unless the Trustee, having become bound so to take any such action, steps or proceedings, fails so to do within a reasonable period and the failure shall be continuing.

12. REPLACEMENT OF NOTES AND COUPONS

Should any Note or Coupon be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Principal Paying Agent upon payment by the claimant of the expenses incurred in connection with the replacement and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

13. NOTICES

13.1. Notices to the Noteholders

For so long as the Notes are admitted to trading on the MOT and it is required by applicable laws or regulations, all notices to Noteholders will be valid if published on the website of Borsa Italiana (www.borsaitaliana.it) and/or the Issuer's Website. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange, trading platform or other relevant authority on which the Notes are for the time being listed. If the Notes are held in certificated form in a clearing system, all notices to the Noteholders will be valid if given through the clearing system in accordance with its standard rules and procedures.

13.2. Notices from the Noteholders

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Principal Paying Agent or, if the Notes are held in a clearing system, may be given through the clearing system in accordance with its standard rules and procedures.

14. MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER, AUTHORISATION AND DETERMINATION

14.1. Meetings of Noteholders

The Trust Deed contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution of any of these Conditions or any of the provisions of the Trust Deed. The quorum at any meeting for passing an Extraordinary Resolution will be one or more persons present holding or representing more than 50 per cent. in principal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons present whatever the principal amount of the Notes held or represented by him or them, except that, at any meeting the business of which includes any matter defined in the Trust Deed as a Basic Terms Modification, the necessary quorum for passing an Extraordinary Resolution will be one or more persons present holding or representing not less than two-

thirds, or at any adjourned such meeting not less than one third, of the principal amount of the Notes for the time being outstanding. The Trust Deed provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority consisting of not less than 75 per cent. of the votes cast on such resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than two thirds in principal amount of the Notes for the time being outstanding or (iii) a consent given by way of electronic consent through the relevant clearing system(s) by or on behalf of the holders of not less than two thirds in principal amount of the Notes for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Noteholders. An Extraordinary Resolution passed by the Noteholders will be binding on all Noteholders, whether or not they are present at any meeting and whether or not they voted on the resolution, and on all Couponholders.

The Trust Deed provides that a Written Resolution or an Electronic Consent (in each case as defined in the Trust Deed) signed or given, as the case may be, by holders of in aggregate not less than 75 per cent. of the aggregate principal amount of the Notes outstanding shall have effect as an Extraordinary Resolution.

14.2. Modification, Waiver, Authorisation and Determination

The Trustee may agree, without the consent of the Noteholders or the Couponholders, to any modification of any of these Conditions or any of the provisions of the Trust Deed or the Agency Agreement or may agree, without any such consent as aforesaid, to any modification which, in its opinion, is of a formal, minor or technical nature or to correct a manifest error.

14.3. Trustee to have Regard to Interests of Noteholders as a Class

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the general interests of the Noteholders as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer, any Future Guarantor, the Trustee or any other Person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders except to the extent already provided for in Condition 8 (*Taxation*) and/or any undertaking given in addition to, or in substitution for, Condition 8 (*Taxation*) pursuant to the Trust Deed.

14.4. Notification to the Noteholders

Any modification, abrogation, waiver, authorisation, determination or substitution shall be binding on the Noteholders and the Couponholders and, unless the Trustee agrees otherwise, any modification or substitution shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 13 (*Notices*).

15. INDEMNIFICATION AND PROTECTION OF THE TRUSTEE AND ITS CONTRACTING WITH THE ISSUER

15.1. Indemnification and protection of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility and liability towards the Issuer, the Noteholders and the Couponholders, including (i) provisions relieving it from taking and proceeding, step or action unless indemnified and/or secured and/or pre-funded to its satisfaction and (ii) provisions limiting or excluding its liability in certain circumstances and to be paid its remuneration, costs and expenses in priority to the claims of the Noteholders. The Trust Deed provides that, when determining whether an indemnity or any security or pre-funding is satisfactory to it, the Trustee shall be entitled (i) to evaluate its risk in any given circumstance by considering the worst-case scenario and (ii) to require that any indemnity or security or pre-funding given to it by the Noteholders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each

counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security.

For the avoidance of doubt, nothing in these Conditions or any transaction document shall affect or prejudice the payment of any liabilities incurred by the Trustee in its personal capacity or the remuneration of the Trustee or the rights and remedies of the Trustee in respect thereof and in such capacity the Trustee shall rank as an unsubordinated and secured creditor of the Issuer.

15.2. Trustee Contracting with the Issuer

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, inter alia, (a) to enter into business transactions with the Issuer and/or any Subsidiary (including the Future Guarantors) and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any of the Issuer's Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders or the Couponholders, and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

16. FURTHER ISSUES

The Issuer may from time to time without the consent of the Noteholders or the Couponholders to create and issue further notes or bonds (whether in bearer or registered form) either (a) ranking *pari passu* in all respects (or in all respects save for the first payment of interest thereon) and so that they shall be consolidated and form a single series with the Notes or (b) upon such terms as to ranking, interest, conversion, redemption and otherwise as the Issuer may determine at the time of the issue. Any further notes which are to form a single series with the Notes shall be constituted by a deed supplemental to the Trust Deed. Any further notes or bonds under subparagraph (b) shall be constituted by a separate trust deed. The consolidation of any additional bearer notes into a series of previously issued bearer notes with the same Common Code or ISIN can occur only upon (i) exchange of interests in a Temporary Global Note for interests in a Permanent Global Note and (ii) certification of non-U.S. beneficial ownership in accordance with TEFRA D.

17. GOVERNING LAW AND SUBMISSION TO JURISDICTION

17.1. Governing Law

The Trust Deed, the Notes and the Coupons and any non-contractual obligations arising out of or in connection with them are governed by, and will be construed in accordance with, English law.

17.2. Jurisdiction of English Courts

The Issuer has, in the Trust Deed, irrevocably agreed for the benefit of the Trustee, the Noteholders and the Couponholders that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Notes or the Coupons (including a dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes or the Coupons) and accordingly has submitted to the exclusive jurisdiction of the English courts.

The Issuer has, in the Trust Deed, waived any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Trustee, the Noteholders and the Couponholders may, to the extent allowed by law, take any suit, action or proceeding arising out of or in connection with the Trust Deed, the Notes or the Coupons respectively (including any suit, action or proceedings relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes or the Coupons) (together referred to as Proceedings) against the Issuer in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

17.3. Appointment of Process Agent

The Issuer has, in the Trust Deed, irrevocably and unconditionally appointed Law Debenture Corporate Services Limited at the latter's registered office for the time being as its agent for service of process in England in

respect of any Proceedings and has undertaken that in the event of such agent ceasing so to act it will appoint such other Person as the Trustee may approve as its agent for that purpose.

18. RIGHTS OF THIRD PARTIES

No rights are conferred on any Person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Note, but this does not affect any right or remedy of any Person which exists or is available apart from that Act.

19. DEFINITIONS

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"**Asset Sale**" means:

(i) the sale, lease, conveyance or other disposition of any assets by the Issuer or any Subsidiary; and

(ii) the issuance of equity interests by any Subsidiary or the sale by the Issuer or any Subsidiary of equity interests in any of the Subsidiaries (in each case, other than directors' qualifying shares).

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(i) any single transaction or series of related transactions that involves assets having a fair market value of less than €10.0 million;

(ii) a transfer of assets or equity interests between or among the Issuer and any Subsidiary;

(iii) an issuance of equity interests by a Subsidiary to the Issuer or any Subsidiary of the Issuer;

(iv) the sale, lease or other transfer or discount of accounts receivable, inventory or other assets in the ordinary course of business and any sale or other disposition of damaged, worn-out or obsolete assets or assets that are no longer useful in the conduct of the business of the Issuer and the Subsidiaries;

(v) licenses and sublicenses by the Issuer or any Subsidiary in the ordinary course of business;

(vi) any surrender or waiver of contract rights or settlement, release, recovery on or surrender of contract, tort or other claims in the ordinary course of business;

(vii) the granting of Security Interests not prohibited by these Conditions;

(viii) the sale or other disposition of cash or cash equivalents, including but not limited to cash and funds received in connection with the Coin Services Business;

(ix) the disposition of receivables in connection with the compromise, settlement or collection thereof in the ordinary course of business or in bankruptcy or similar proceedings and exclusive of factoring or similar arrangements;

(x) the disposition of assets to a Person who is providing services (the provision of which have been or are to be outsourced by the Issuer or any Subsidiary to such Person) related to such assets; provided that the consideration for such disposition is at least equal to the fair market value of the assets being disposed of;

(xi) sales, transfers or dispositions of tax and/or VAT receivables owing from government entities in connection with the incurrence of tax and/or VAT Advances;

(xii) the foreclosure, condemnation or any similar action with respect to any property or other assets or a surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind;

(xiii) any disposition of capital stock of a Subsidiary pursuant to an agreement or other obligation with or to a Person (other than the Issuer or a Subsidiary) from whom such Subsidiary was acquired, or from whom such Subsidiary acquired its business and assets (having been newly formed in connection with such acquisition), made as part of such acquisition and in each case comprising all or a portion of the consideration in respect of such sale or acquisition; and

(xiv) sales, transfers or other dispositions of investments in joint ventures to the extent required by, or made pursuant to, customary buy/sell arrangements between the joint venture parties set forth in joint venture agreements and similar binding agreements; provided that any cash or cash equivalents received in such sale, transfer or disposition is applied in accordance with the "Asset Sales" covenant.

"**Business Day**" means each day that is not a Saturday, Sunday or other day on which banking institutions in Milan, Italy, Luxembourg or London, United Kingdom are authorized or required by law to close; provided that for any payments to be made in accordance with Condition 6.5 (*Payment only on a Presentation Date*), Business Day means, in relation to any place, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in that place and "**TARGET2 Settlement Day**" means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open.

"**Capital Lease Obligation**" means, at the time any determination is to be made, the amount of the liability in respect of a financial lease that is at that time capitalised on a balance sheet prepared in accordance with IFRS. The amount of Indebtedness will be, at the time any determination is to be made, the amount of such obligation required to be capitalised on a balance sheet (excluding any notes thereto) prepared in accordance with IFRS, and the stated maturity thereof will be the date of the last payment of rent or any other amount due under such lease prior to the first date such lease may be terminated without penalty.

"**Coin Services Business**" means the activities of the Issuer and its Subsidiaries in Italy related to the coin management business, including but not limited to the activities of CSH S.r.l., Venpay S.r.l., Coin Service Empoli S.p.A. and Coin Service Nord S.p.A. as of the Issue Date and any present or future Subsidiaries of such entities.

"**Consolidated EBITDA**" means, with respect to any specified Person for any calendar year ended on a Measurement Date, the Consolidated Net Income of such Person for such period plus the following items to the extent deducted in calculating such Consolidated Net Income, without duplication:

(i) provision for taxes based on income or profits of such Person and its Subsidiaries for such period; *plus*

(ii) the Fixed Charges of such Person and its Subsidiaries for such period; *plus*

(iii) depreciation, amortisation (including, without limitation, amortisation of intangibles and deferred financing fees) and other non-cash charges and expenses (including write-downs and impairment of property, plant, equipment and intangibles and other long-lived assets or the impact of purchase accounting on the Issuer's Consolidated Net Income for such period) decreasing the Issuer's Consolidated Net Income (excluding any such non-cash charge or expense to the extent that it represents an accrual of or reserve for cash charges or expenses in any future period or amortisation of a prepaid cash charge or expense that was paid in a prior period) for such period; *plus*

(iv) any expenses, charges or other costs related to the issuance of any capital stock, or any investment, acquisition, disposition, recapitalisation or listing or the incurrence of Indebtedness (including

refinancing thereof) whether or not successful, including (a) such fees, expenses or charges related to any incurrence of Indebtedness issuance and (b) any amendment or other modification of any incurrence; *plus*

(v) any foreign currency translation losses (including losses related to currency remeasurements of Indebtedness) of the Issuer and its Subsidiaries; *plus*

(vi) the amount of any minority interest expense deducted in such period in calculating Consolidated Net Income; *plus*

(vii) other non-cash charges, write-downs or items reducing Consolidated Net Income (excluding any such non-cash charge, write-down or item to the extent it represents an accrual of or reserve for cash charges in any future period) or other items classified by the Issuer as exceptional in nature, extraordinary, unusual or nonrecurring items less other non-cash items of income increasing Consolidated Net Income (excluding any such non-cash item of income to the extent it represents a receipt of cash in any future period) other than any non-cash items increasing such Consolidated Net Income pursuant to clauses (i) through (xi) of the definition of Consolidated Net Income, in each case, on a consolidated basis and determined in accordance with IFRS.

"**Consolidated Net Leverage Ratio**" means, as of the relevant Measurement Date, the ratio of (a) the Consolidated Net Indebtedness of the Issuer on such date to (b) the Consolidated EBITDA of the Issuer as determined by reference to the audited annual consolidated financial statements of the Issuer relating to the year ended on the applicable Measurement Date, in each case with such pro forma adjustments to Indebtedness and Consolidated EBITDA as are appropriate and consistent with the pro forma provisions set forth in the definition of Fixed Charge Coverage Ratio.

"**Consolidated Net Income**" means, with respect to any specified Person for any calendar year ended on a Measurement Date, the aggregate of the net income (loss) of such Person and its Subsidiaries for such period, on a consolidated basis, determined in accordance with IFRS and without any reduction in respect of preferred stock dividends; *provided* that:

(i) any goodwill or other intangible asset impairment charges will be excluded;

(ii) the net income (loss) of any Person that is not a Subsidiary or that is accounted for by the equity method of accounting will be included only to the extent of the amount of dividends or similar distributions paid in cash or cash equivalents to the specified Person or a Subsidiary of the Person;

(iii) any net gain (or loss) realised upon the sale or other disposition of any asset or disposed operations of the Issuer or any of its Subsidiaries (including pursuant to any sale and leaseback transaction) which is not sold or otherwise disposed of in the ordinary course of business (as determined in good faith by a responsible accounting or financial officer of the Issuer) or in connection with the sale or disposition of securities will be excluded;

(iv) any non-cash compensation charge or expense arising from share-based payment transactions determined, including in respect of pension liabilities, on a consolidated basis in accordance with IFRS will be excluded;

(v) any non-cash charges or increases in amortisation or depreciation resulting from purchase accounting, in each case, in relation to any acquisition of another Person or business (including amounts paid in connection with the acquisition or retention of one or more individuals comprising part of a management team retained to manage the acquired business; *provided* that such payments are made in connection with such acquisition and are consistent with the customary practice in the industry at the time of such acquisition) or resulting from any reorganisation or restructuring involving the Issuer or its Subsidiaries will be excluded;

(vi) the cumulative effect of a change in accounting principles will be excluded;

(vii) (a) any extraordinary, exceptional or unusual gain, loss or charge, (b) any asset impairments charges, or the financial impacts of natural disasters (including fire, flood and storm and related events), (c) any non-cash charges or reserves in respect of any restructuring, redundancy, integration or severance or (d) any expenses, charges, fees, taxes, reserves or other costs related to the issuance of the Notes and the Existing Notes Redemption or amortisation of such costs (in each case, as determined in good faith by a responsible accounting or financial officer of the Issuer), in each case, will be excluded;

(viii) all deferred financing costs written off and premium paid or other expenses incurred directly in connection with any early extinguishment of Indebtedness and any net gain (loss) from any write-off or forgiveness of Indebtedness will be excluded;

(ix) all fees, expenses and other costs incurred in connection with (a) any refinancing of any Indebtedness of the Issuer or any Subsidiary and (b) any equity offering or offering of other securities of the Issuer or any Subsidiary will in each case be excluded;

(x) any unrealised gains or losses in respect of Hedging Obligations or any ineffectiveness recognised in earnings related to qualifying hedge transactions or the fair value or changes therein recognised in earnings for derivatives that do not qualify as hedge transactions, in each case, in respect of Hedging Obligations will be excluded;

(xi) any unrealised foreign currency transaction gains or losses in respect of Indebtedness of any Person denominated in a currency other than the functional currency of such Person and any unrealised foreign exchange gains or losses relating to translation of assets and liabilities denominated in foreign currencies; and

(xii) the impact of capitalised, accrued or accreting or pay-in-kind interest or principal on Subordinated Shareholder Debt.

"**Consolidated Net Indebtedness**" means the total Indebtedness (on a consolidated basis) of the Issuer as of the Measurement Date *less* the amount of cash and cash equivalents stated on the balance sheet of the Issuer (on a consolidated basis) as of the Measurement Date in accordance with IFRS (but excluding any cash and cash equivalents consisting of coins or other funds credited in connection with the Coin Service Business), in each case as determined by reference to the audited annual consolidated financial statements of the Issuer relating to the year ended on the applicable Measurement Date.

"**Contingent Obligations**" means, with respect to any Person, any obligation of such Person guaranteeing in any manner, whether directly or indirectly, any operating lease, dividend or other obligation that, in each case, does not constitute Indebtedness ("*primary obligations*") of any other Person (the "*primary obligor*"), including any obligation of such Person, whether or not contingent: (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor; (ii) to advance or supply funds: (a) for the purchase or payment of any such primary obligation; or (b) to maintain the working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; or (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"**Event of Default**" has the meaning given in Condition 10 (*Events of Default*).

"**Fixed Charge Coverage Ratio**" means, with respect to the Issuer for any calendar year ended on the relevant Measurement Date, the ratio of the Consolidated EBITDA of the Issuer for such period to the Fixed Charges of the Issuer as determined by reference to the most recent audited annual consolidated financial statements of the Issuer relating to the year ended on the applicable Measurement Date.

For purposes of making the computation referred to above, any investment, acquisitions, dispositions, mergers, consolidations and disposed operations that have been made by the Issuer or any Subsidiary, during the calendar year reference period, shall be calculated on a pro forma basis assuming that all such

investments, acquisitions, dispositions, mergers, consolidations and disposed or discontinued operations (and the change in any associated fixed charge obligations and the change in Consolidated EBITDA resulting therefrom) had occurred on the first day of the calendar year reference period. If since the beginning of such period any Person that subsequently became a Subsidiary or was merged with or into the Issuer or any Subsidiary since the beginning of such period shall have made any investment, acquisition, disposition, merger, consolidation or disposed or discontinued operation that would have required adjustment pursuant to this definition, then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect thereto for such period as if such investment, acquisition, disposition, merger, consolidation or disposed operation had occurred at the beginning of the applicable calendar year. For the purposes of making the computation referenced above: (i) to the extent that Indebtedness is incurred after 1 January during the year associated with the relevant Measurement Date but prior to the Measurement Date (including subsequent to the relevant year end), pro forma effect (including pro forma application of the net proceeds therefrom) shall be given to the incurrence of such Indebtedness as if it had been incurred at the beginning of the relevant calendar year period associated with such Measurement Date (and, for the avoidance of doubt, that any Indebtedness refinanced or replaced by such Indebtedness shall be deemed to have not been outstanding for any time during the applicable calendar year) and (ii) in connection with the computation for the Measurement Date 31 December 2016: (A) to the extent they would constitute Fixed Charges, any expenses, charges, fees, taxes, reserves or other costs related to the issuance of the Notes and the Existing Notes Redemption or amortisation of such costs (in each case, as determined in good faith by a responsible accounting or financial officer of the Issuer), in each case, will be excluded and (B) pro forma effect shall be given to the Existing Notes Redemption as if it had been completed on 1 January 2016.

For purposes of this definition, whenever pro forma effect is to be given to a transaction, the pro forma calculations shall be made in good faith by a responsible financial or accounting officer of the Issuer (including cost savings and synergies relating to such transaction that are reasonably identifiable and factually supportable). If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the applicable Measurement Date had been the applicable rate for the entire period (taking into account any Hedging Obligations applicable to such Indebtedness). Interest on a Capital Lease Obligation shall be deemed to accrue at an interest rate reasonably determined by a responsible financial or accounting officer of the Issuer to be the rate of interest implicit in such Capital Lease Obligation in accordance with IFRS. Interest on Indebtedness that may optionally be determined at an interest rate based upon a factor of a prime or similar rate, a Eurocurrency interbank offered rate, or other rate, shall be determined to have been based upon the rate actually chosen, or if none, then based upon such optional rate chosen as the Issuer may designate.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

(i) the Consolidated EBITDA attributable to discontinued operations, as determined in accordance with IFRS, and operations or businesses (and ownership interests therein) disposed of prior to the applicable Measurement Date, will be excluded, but only to the extent that the Fixed Charges, if any, attributable to such discontinued operations are excluded pursuant to clause (ii) below;

(ii) the Fixed Charges attributable to discontinued operations, as determined in accordance with IFRS, and operations or businesses (and ownership interests therein) disposed of prior to the applicable Measurement Date, will be excluded, but only to the extent that the obligations giving rise to such Fixed Charges will not be obligations of the specified Person or any of its Subsidiaries which are Subsidiaries following the applicable Measurement Date;

(iii) any Person that is a Subsidiary on the applicable Measurement Date will be deemed to have been a Subsidiary at all times during such calendar year;

(iv) any Person that is not a Subsidiary of the Issuer on the applicable Measurement Date will be deemed not to have been a Subsidiary of the Issuer at any time during such calendar year;

(v) if any Indebtedness bears a floating rate of interest, the interest expense on such Indebtedness will be calculated as if the rate in effect on the applicable Measurement Date had been the applicable

rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness if such Hedging Obligation has a remaining term as at the applicable Measurement Date in excess of 12 months, or, if shorter, at least equal to the remaining term of such Indebtedness); and

(vi) in making such computation, the Fixed Charges of such Person attributable to interest or any Indebtedness under a revolving credit facility computed on a pro forma basis shall be computed based on the average daily balance of such Indebtedness during the applicable period.

"**Fixed Charges**" means, with respect to any specified Person for any calendar year ended on a Measurement Date, the sum, without duplication, of:

(i) the consolidated interest expense (net of cash or non-cash interest income other than cash or non-cash interest income from affiliates) of such Person and its Subsidiaries for such period, whether paid, received or accrued, including, without limitation, amortisation of debt discount (but not debt issuance costs, commissions, fees and expenses), non-cash interest that was capitalised during such period (but excluding any non-cash interest expense attributable to the movement in the mark to market valuation of Hedging Obligations or other derivative instruments), the interest component of deferred payment obligations, the interest component of all payment associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings; *plus*

(ii) the consolidated interest expense (but excluding such interest on Subordinated Shareholder Debt) of such Person and its Subsidiaries that was capitalised during such calendar year; *plus*

(iii) any interest on Indebtedness of another Person that is guaranteed by such specified Person or one of its Subsidiaries or secured by a Security Interest on assets of such specified Person or one of its Subsidiaries; *plus*

(iv) net payments and receipts (if any) pursuant to interest rate Hedging Obligations (excluding amortisation of fees) with respect to Indebtedness; *plus*

(v) all dividends, whether paid or accrued and whether or not in cash, on any series of preferred stock of any Subsidiary, other than dividends on equity interests payable to the Issuer or a Subsidiary.

For the avoidance of doubt, "**Fixed Charges**" excludes accrued and unpaid interest on Subordinated Shareholder Debt.

"**Hedging Obligation**" means, with respect to any specified Person, the obligations of such Person under:

(i) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements;

(ii) other agreements or arrangements designed to manage interest rates or interest rate risk; and

(iii) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates or commodity prices.

"**IFRS**" means International Financial Reporting Standards, including International Accounting Standards and Interpretations, issued by the International Accounting Standards Board (as amended, supplemented or re-issued from time to time).

"**Indebtedness**" means, with respect to any Person (without duplication), any indebtedness of such Person (excluding accrued expenses and trade payables):

(i) in respect of borrowed money, including bank loans and other debt facilities;

(ii) evidenced by bonds, notes, debentures or similar instruments for which such Person is responsible or liable;

(iii) representing reimbursement obligations in respect of letters of credit, bankers' acceptances or similar instruments (except to the extent such reimbursement obligations relate to trade payables and such obligations are satisfied within 30 days of incurrence);

(iv) representing Capital Lease Obligations;

(v) representing the balance deferred and unpaid of the purchase price of any property or services due more than one year after such property is acquired or such services are completed; and

(vi) representing net obligations under any Hedging Obligations (the amount of any such obligations to be equal at any time to the termination value of such agreement or arrangement giving rise to such obligation that would be payable by such Person at such time),

if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet (excluding the footnotes thereto) of the specified Person prepared in accordance with IFRS. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Security Interest on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Future Guarantee by the specified Person of any Indebtedness of any other Person.

For the purpose of determining the Euro-equivalent of Indebtedness denominated in a foreign currency, the Euro-equivalent principal amount of such Indebtedness pursuant thereto shall be calculated based on the relevant official central bank currency exchange rate in effect on the date of determination thereof.

The term "**Indebtedness**" shall not include:

(i) Subordinated Shareholder Debt;

(ii) any lease, concession or license of assets or other property which would be considered an operating lease under IFRS as in effect on the Issue Date and any guarantee given in the ordinary course of business by the Issuer or any of its Subsidiaries solely in connection with, and in respect of, the obligations of the Issuer or any of its Subsidiaries under any such operating lease;

(iii) Contingent Obligations in the ordinary course of business;

(iv) in connection with the purchase by the Issuer or any Subsidiary of any business, any post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing;

(v) any prepayments of deposits received from clients or customers in the ordinary course of business, or obligations under any license, permit or other approval (or guarantees given in respect of such obligations) incurred prior to the Issue Date or in the ordinary course of business;

(vi) for the avoidance of doubt, any contingent obligations in respect of worker's compensation claims, early retirement or termination obligations, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage taxes;

(vii) any obligations owing to clients of the Issuer or any Subsidiary operating in the Coin Services Business arising from coins purchased by the Issuer and its Subsidiaries which have not yet been reimbursed to the relevant clients; or

(viii) any obligations in respect of warrants for the capital stock of the Issuer that appear as a liability upon a balance sheet of a specified Person in accordance with IFRS; *provided* that the exercise of

such warrants would result in a capital increase in the form of a sale of newly issued capital stock (*aumento di capitale*) of the Issuer or an issuance of capital stock of the Issuer.

The amount of Indebtedness of any Person at any time in the case of a revolving credit or similar facility shall be the total amount of funds borrowed and then outstanding under such facility.

"**Measurement Date**" means 31 December of each year starting with 31 December 2016.

"**Net Proceeds**" means the aggregate cash proceeds received by the Issuer or any Subsidiary in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration or cash equivalents substantially concurrently received in any Asset Sale), net of the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expense incurred as a result of the Asset Sale, taxes paid or payable as a result of the Asset Sale, any reserve for adjustment or indemnification obligations in respect of the sale price of such asset or assets established in accordance with IFRS and all *pro rata* distributions and other payments required to be made to minority interest holders (other than the Issuer or any of its Subsidiaries) in Subsidiaries or associates as a result of such Asset Sale.

"**Permitted Business**" means (a) any businesses, services or activities engaged in or proposed to be conducted by the Issuer or any of its Subsidiaries on the Issue Date as described in the offering memorandum and (b) any businesses, services and activities engaged in by the Issuer or any of its Subsidiaries that are related, complementary, incidental, ancillary or similar to any of the foregoing or are extensions or developments of any thereof.

"**Permitted Security Interest**" means:

(i) any Security Interest which existed on the Issue Date (an "**Existing Security Interest**") and any Security Interest created subsequently to renew, extend, replace or substitute, in whole or in part, an Existing Security Interest; *provided* that the Existing Security Interest relating to the Existing Notes shall be reduced for purposes of this clause (i) to the extent of the amount of the Existing Notes Redemption that is affected on the Existing Notes Redemption Date; or

(ii) any Security Interest arising by operation of law; or

(iii) any Security Interest on property or other assets (including capital stock) of a Person existing at the time such Person becomes a Subsidiary or is merged with or into or consolidated with the Issuer or any Subsidiary, or at the time the Issuer or a Subsidiary acquires such property or other assets (including capital stock); *provided* that such Security Interest was in existence prior to the contemplation of such Person becoming a Subsidiary or such merger or consolidation or such acquisition of property or assets (including capital stock), was not incurred in contemplation thereof and is limited to all or part of the same property or other assets (including capital stock) (plus improvements, accession, proceeds or dividends or distributions in connection with the original property or other assets (including capital stock)) that secured (or, under the written arrangements under which such Security Interests arose, could secure) the obligations to which such Security Interests relate; or

(iv) any Security Interest on any asset acquired by the Person creating the Security Interest and securing only Indebtedness incurred for the sole purpose of financing or re-financing that acquisition, *provided* that the principal amount of such Indebtedness so secured does not exceed the overall cost (including Indebtedness relating to the asset acquired) of that acquisition; or

(v) any Security Interest on cash, cash equivalents or other property arising in connection with the defeasance, discharge or redemption of Indebtedness and any security granted over cash or cash equivalents in connection with the Coin Services Business; or

(vi) leases, licenses, subleases and sublicenses of assets in the ordinary course of business; or

(vii) any Security Interest to secure Indebtedness incurred in connection with Capital Lease Obligations; *provided* that (i) the aggregate principal amount of Indebtedness secured by such Security Interest is permitted to be incurred under these Conditions and (ii) any such Security Interest may not extend to any assets or property of the Issuer or any Subsidiary other than assets or property acquired, improved, constructed or leased with the proceeds of such Indebtedness and any improvements or accessions to such assets and property; or

(viii) (a) any Security Interest over cash paid into an escrow account pursuant to any purchase price retention arrangement as part of any permitted disposal by the Issuer or a Subsidiary on condition that the cash paid into such escrow account in relation to a disposal does not represent more than 15% of the net proceeds of such disposal; and (b) any Security Interest on escrowed proceeds for the benefit of the related holders of debt securities or other Indebtedness (or the underwriters or arrangers thereof) or on cash set aside at the time of the incurrence of any Indebtedness or government securities purchased with such cash, in either case to the extent such cash or government securities prefund the payment of interest on such Indebtedness and are held in an escrow account or similar arrangement to be applied for such purpose; or

(ix) limited recourse Security Interests in respect of the ownership interests in, or assets owned by, any associates or other joint ventures which are not Subsidiaries securing obligations of such associates or joint ventures; or

(x) any Security Interest to secure Indebtedness under Hedging Obligations; *provided* that any such Hedging Obligation relates to the interest rate or currency exchange rates applicable to the Indebtedness secured by Security Interests permitted by these Conditions and such Security Interests to secure such Hedging Obligation are limited to all or part of the same property or assets subject to the Security Interests securing the underlying Indebtedness to which such Hedging Obligation relates; or

(xi) any Security Interest in connection with factoring or similar arrangements in the ordinary course of business, including to secure Indebtedness upon or with respect to any present or future assets, receivables, inventory, remittances or payment rights of the Issuer or any of its Subsidiaries (the "**Charged Assets**") whereby the payment obligations in respect of such Indebtedness are to be discharged solely from the Charged Assets; or

(xii) any Security Interest to secure Indebtedness that takes the form of subsidised financing (*finanziamenti agevolati*); or

(xiii) any Security Interest to secure Indebtedness the amount of which (when aggregated with any other Indebtedness which has the benefit of a Security Interest not permitted under subparagraphs (i) to (xii) above or under arrangements entered into which, but for this subparagraph (xiii), would be a breach of Condition 4.1 (*Negative Pledge*)) does not exceed €50.0 million (or its equivalent in any other currency or currencies); or

(xiv) any Security Interest to secure Indebtedness that is also granted in favour of the Noteholders; or

(xv) any extension, renewal, refinancing or replacement, in whole or in part, of any Security Interest described in the foregoing clauses, including if such Security Interest is granted or otherwise takes effect after the termination, discharge or replacement of the Indebtedness originally related thereto.

"**Person**" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality.

"**Presentation Date**" means a day which (subject to Condition 9 (*Prescription*)):

(i) is or falls after the relevant due date;

(ii) is a Business Day in the place of the specified office of the Paying Agent at which the Note or Coupon is presented for payment; and

(iii) in the case of payment by credit or transfer to a Euro account as referred to above, is a TARGET2 Settlement Day.

"**Relevant Date**" means the date on which the payment first becomes due but, if the full amount of the money payable has not been received by the Principal Paying Agent or the Trustee on or before the due date, it means the date on which, the full amount of the money having been so received, notice to that effect has been duly given to the Noteholders and the Trustee by the Issuer in accordance with Condition 13 (*Notices*); and

"**Relevant Jurisdiction**" means the Grand Duchy of Luxembourg or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by the Issuer) or the Republic of Italy or any political subdivision or any authority thereof or therein having power to tax (in the case of payments by a Future Guarantor) or in either case any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer or a Future Guarantor, as the case may be, becomes subject in respect of payments made by it of principal and interest on the Notes and Coupons.

"**Relevant Indebtedness**" means (A) any present or future Indebtedness (whether being principal, premium, interest or other amounts) described in clause (i), (ii) or (iv) of the definition thereof and (B) any guarantee in respect of any such Indebtedness.

"**Reporting Date**" means a date on or prior to the date that is 140 days after each calendar year end, commencing with the year ended 31 December 2016.

"**Significant Subsidiary**" means, at any time, a Subsidiary of the Issuer which meets the following conditions: (i) the Issuer's and its Subsidiaries' investments in and advances to such Subsidiary exceed 10% of the total assets of the Issuer and its Subsidiaries on a consolidated basis as of the end of the most recently completed calendar year; (ii) the Issuer's and its Subsidiaries' proportionate share of the total assets (after intercompany eliminations) of such Subsidiary exceeds 10% of the total assets of the Issuer and its Subsidiaries on a consolidated basis as of the end of the most recently completed calendar year; or (iii) the Issuer's and its Subsidiaries' equity in the income from continuing operations before income taxes, extraordinary items and cumulative effect of a change in accounting principle of the Subsidiary exceeds 10% of such income of the Issuer and its Subsidiaries on a consolidated basis for the most recently completed calendar year.

"**Subordinated Shareholder Debt**" means Indebtedness of the Issuer held by one or more of its shareholders; provided that such Indebtedness (and any security into which such Indebtedness is convertible or for which it is exchangeable at the option of the holder) (i) does not mature or require any amortization, redemption or other repayment of principal or any sinking fund payment prior to the first anniversary of the stated maturity of the Notes, (ii) does not pay cash interest, (iii) contains no change of control provisions and has no right to declare a default or event of default or take any enforcement action prior to the first anniversary of the stated maturity of the Notes, (iv) is unsecured and (v) is fully subordinated and junior in right of payment to the Note.

"**Subsidiary**" means, in relation to the Issuer, any company (i) in which the Issuer holds a majority of the voting rights or (ii) of which the Issuer is a member and has the right to appoint or remove a majority of the board of directors or (iii) of which the Issuer is a member and controls a majority of the voting rights, and includes any company which is a Subsidiary of a Subsidiary of the Issuer.

"**TEFRA D**" means rules in substantially the same form as U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D) for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended.

"**VAT Advances**" means any third party financings where the Indebtedness incurred by the Issuer or any Subsidiary is financed by the transfer of VAT credits to a creditor with respect to which the Issuer or any Subsidiary has already made the request for reimbursement to the applicable governmental agency.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE REPRESENTED BY THE GLOBAL NOTES

The following is a summary of the provisions to be contained in the Trust Deed to constitute the Notes and in the Global Notes which will apply to, and in some cases modify, the Terms and Conditions of the Notes while the Notes are represented by the Global Notes.

1. Exchange

The Permanent Global Note will be exchangeable in whole but not in part (free of charge to the holder) for definitive Notes only:

(a) upon the happening of any of the events defined in the Trust Deed as "*Events of Default*";

(b) if either Euroclear or Clearstream, Luxembourg is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so and no alternative clearing system satisfactory to the Trustee is available; or

(c) if the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes in definitive form and a certificate to such effect signed by two Directors of the Issuer is given to the Trustee.

Thereupon (in the case of (a) and (b) above) the holder of the Permanent Global Note (acting on the instructions of one or more of the Accountholders (as defined below)) or the Trustee may give notice to the Issuer and the Noteholders and (in the case of (c) above) the Issuer may give notice to the Trustee and the Noteholders, of its intention to exchange the Permanent Global Note for definitive Notes on or after the Exchange Date (as defined below).

On or after the Exchange Date the holder of the Permanent Global Note may or, in the case of (c) above, shall surrender the Permanent Global Note to or to the order of the Principal Paying Agent. In exchange for the Permanent Global Note the Issuer will deliver, or procure the delivery of, an equal aggregate principal amount of definitive Notes (having attached to them all Coupons in respect of interest which has not already been paid on the Permanent Global Note), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in the Trust Deed. On exchange of the Permanent Global Note, the Issuer will procure that it is cancelled and, if the holder so requests, returned to the holder together with any relevant definitive Notes.

For these purposes, "**Exchange Date**" means a day specified in the notice requiring exchange falling not less than 40 days after that on which such notice is given and being a day on which banks are open for general business in the place in which the specified office of the Principal Paying Agent is located and, except in the case of exchange pursuant to (b) above, in the place in which the relevant clearing system is located.

2. Payments

On and after 40 days after the date of issue of the Notes, no payment will be made on the Temporary Global Note unless exchange for an interest in the Permanent Global Note is improperly withheld or refused. Payments of principal and interest in respect of Notes represented by a Global Note will, subject as set out below, be made to the bearer of such Global Note and, if no further payment falls to be made in respect of the Notes, against surrender of such Global Note to the order of the Principal Paying Agent or such other Paying Agent at the specified office of such Paying Agent outside of the United States and its possessions as shall have been notified to the Noteholders for such purposes. The Issuer shall procure that the amount so paid shall be entered *pro rata* in the records of Euroclear and Clearstream, Luxembourg and the nominal amount of the Notes recorded in the records of Euroclear and Clearstream, Luxembourg and represented by such Global Note will be reduced accordingly. Each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of Euroclear and Clearstream, Luxembourg shall not affect such discharge. Payments of interest on the

Temporary Global Note (if permitted by the first sentence of this paragraph) will be made only upon certification as to non-U.S. beneficial ownership in compliance with TEFRA D, unless such certification has already been made.

3. Notices

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to the relative Accountholders rather than by publication as required by Condition 13.1 of "*Terms and Conditions of the Notes*" (*Notices—Notices to the Noteholders*), provided that, so long as the Notes are listed on any stock exchange or admitted to listing or trading by any other relevant authority and such stock exchange or relevant authority so requires, the Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any such stock exchange or other relevant authority. Any such notice shall be deemed to have been given to the Noteholders on the second day after the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) as aforesaid.

4. Accountholders

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, each Person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of such Notes (each an "**Accountholder**") (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Notes standing to the account of any Person shall, in the absence of manifest error, be conclusive and binding for all purposes) shall be treated as the holder of such principal amount of such Notes for all purposes (including but not limited to, for the purposes of any quorum requirements of, or the right to demand a poll at, meetings of the Noteholders) other than with respect to the payment of principal and interest on such principal amount of such Notes, the right to which shall be vested, as against the Issuer and the Trustee, solely in the bearer of the relevant Global Note in accordance with and subject to its terms and the terms of the Trust Deed. Each Accountholder must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment made to the bearer of the relevant Global Note.

5. Prescription

Claims against the Issuer and any Future Guarantor, if applicable, in respect of principal and interest on the Notes represented by a Global Note will be prescribed after ten years (in the case of principal) and five years (in the case of interest) from the Relevant Date (as defined in Condition 8 of "*Terms and Conditions of the Notes*" (*Taxation*)).

6. Cancellation

Cancellation of any Note represented by a Global Note and required by the Terms and Conditions to be cancelled following its redemption or purchase will be effected by the reduction in the issue outstanding amount of the relevant Global Note in the records of Euroclear and Clearstream, Luxembourg.

7. Euroclear And Clearstream, Luxembourg

Notes represented by a Global Note are transferrable in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as appropriate.

8. Eurosystem Eligibility

The Global Notes will be issued in New Global Note ("**NGN**") form. This means that the Notes are intended upon issue to be deposited with a common safekeeper for Euroclear and Clearstream, Luxembourg (each acting in its capacity as an International Central Securities Depositary ("**ICSD**")) and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by

the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.

TAXATION

The following is a general discussion of certain tax consequences under the tax laws of Luxembourg, Italy and the European Union of the acquisition, holding and disposal of the Notes (for the purposes of this section including, for the avoidance of doubt, Coupons). This discussion does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase the Notes. The following section only provides general information on the possible tax treatment of the Notes. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. In particular, the Issuer is organised under the laws of Luxembourg, but its "centre of main interests" may be determined to be in Italy for tax purposes and therefore payments of principal and interest on the Notes and, in certain circumstances, any gain on the Notes, should be subject to Italian tax laws and regulations. As a consequence, the actual identification of the specific tax laws and regulation applicable to the Notes may be subject to interpretation. This summary is based on the laws of Luxembourg, Italy and the European Union currently in force and as applied on the date of this Prospectus, which are subject to change, possibly with retroactive effect.

PROSPECTIVE PURCHASERS OF NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISERS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSAL OF THE NOTES INCLUDING THE EFFECT OF ANY TAXES, UNDER THE TAX LAWS APPLICABLE IN ITALY AND/OR LUXEMBOURG AND EACH COUNTRY IN WHICH THEY ARE RESIDENT.

Grand Duchy of Luxembourg

The following is a general description of certain Luxembourg tax considerations relating to the Notes. It specifically contains information on taxes on the income from the Notes withheld at source and provides an indication as to whether the Issuer assumes responsibility for the withholding of taxes at the source. It does not purport to be a complete analysis of all tax considerations relating to the Notes. Prospective purchasers of the Notes should consult their own tax advisors with respect to particular circumstances, the effect of state, local or foreign laws to which they may be subject and as to their tax position. This summary is based upon the law as in effect on the date of this Prospectus. The information contained within this section is limited to withholding taxation issues, and prospective Investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes.

Withholding Tax

Resident Noteholders

Under the Luxembourg law dated 23 December 2005 (hereafter, the "**Law**"), a ten per cent. Luxembourg withholding tax is levied as of 1 January 2006 on interest payments or similar income payments (accrued since 1 July 2005) made by the Paying Agent to (or for the benefit of) Luxembourg individual residents. This withholding tax also applies on accrued interest received upon disposal, redemption or repurchase of the Notes. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth.

Further, pursuant to the Law, as amended by the law of 17 July 2008, Luxembourg resident individuals who are the beneficial owners of interest payments and other similar income made by a paying agent established outside Luxembourg in a member state of the EU or of the EEA or in a jurisdiction having concluded an agreement with Luxembourg in connection with EC Council Directive 2003/48/EC on the taxation of savings income (the "**EU Savings Directive**") (a "**Qualified Foreign Paying Agent**"), may also opt for a final ten per cent. levy. In such case, the ten per cent. levy is calculated on the same amounts as for the payments made by Luxembourg resident paying agents. The option for the ten per cent. levy is irrevocable and has to be exercised before 31 March of the year following the year of allocation of the interest income, and must cover all interest payments made by any Qualified Paying Agent to the Luxembourg resident beneficial owner during the entire civil year.

Neither the Issuer nor, as the case may be, a Future Guarantor will be required to make an increased payment (tax gross-up) under the Notes for any withholding tax levied by Luxembourg on the basis of the Law, as amended.

Non-resident Noteholders

Under the Luxembourg tax law currently in effect and, in particular, Luxembourg laws dated 21 June 2005, as amended by the Luxembourg law dated 27 November 2014 (the "**Laws**") implementing the EU Savings Directive and several agreements concluded between Luxembourg and certain dependent territories of the European Union, there is no longer withholding tax on payments of interest (including accrued but unpaid interest) made to a Luxembourg non-resident Noteholder. There is also no Luxembourg withholding tax, upon repayment of the principal, or subject to the application of the Laws, upon redemption or exchange of the Notes. Instead of the withholding tax system applied in the past, Luxembourg now provides details of payments of interest (or similar income) as from 1 January 2015. The same regime applies to payments to individuals or Residual Entities resident in any of the following territories: Aruba, British Virgin Islands, Curaçao, Guernsey, the Isle of Man, Jersey, Montserrat and Saint Maarten.

Italy

The statements herein regarding Italian taxation are based on the laws in force in Italy and on published practices of the Italian tax authorities in effect in Italy as of the date of this Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The Issuer will not update this summary to reflect changes in laws and if such a change occurs the information in this summary could become invalid. The following is a summary of certain material Italian tax consequences of the purchase, ownership, redemption and disposition of Notes for Italian resident and non-Italian resident beneficial owners only and it is not intended to be, nor should it be constructed to be, legal or tax advice. This summary also assumes that the Issuer is resident in Italy for tax purposes, is structured and conducts its business in the manner outlined in this Prospectus. Changes in the Issuer's organisational structure, tax residence or the manner in which it conducts its business may invalidate this summary. This summary also assumes that each transaction with respect to the Notes is at arm's length. This summary also assumes that the Notes are listed from their issue and traded on a regulated market or on a multi-lateral trading platform of member states of the EU or the EEA which allow a satisfactory exchange of information with Italian tax authority, as listed in the Decree of the Minister of Finance of 4 September 1996, as amended and supplemented. Where in this summary English terms and expressions are used to refer to Italian concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Italian concepts under Italian law. The following summary does not purport to be a comprehensive description of all tax considerations which may be relevant to make a decision to purchase, own or dispose of the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to additional or special rules. Prospective Investors are advised to consult their own tax advisors concerning the overall tax consequences of their acquiring, holding and disposing of Notes and receiving payments on interest, principal and/or other amounts under the Notes, including, in particular, the effect of any state, regional and local tax laws.

Tax Treatment of Interest

Decree No. 239 sets out the applicable regime regarding the tax treatment of interest, premium and other income (including the difference between the redemption amount and the Issue Price, hereinafter collectively referred to as "**Interest**") deriving from Notes falling within the category of bonds (*obbligazioni)* and similar securities (*titoli similari alle obbligazioni*), pursuant to Article 44 of Italian Presidential Decree No. 917 of 22 December 1986, as amended and supplemented ("**Decree 917**"), issued, *inter alia*, by Italian resident companies whose shares are listed on a regulated market or on a multi-lateral trading platform of member states of the EU or the EEA which allow a satisfactory exchange of information with the Italian tax authorities

For this purpose, pursuant to Article 44 of Decree 917, bonds or debentures similar to bonds are securities that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value and which do not grant the Noteholder any direct or indirect right of participation to (or control of) management of the Issuer or of the business in connection with which they are issued.

Italian Resident Noteholders

Noteholders Not Engaged in an Entrepreneurial Activity

Where an Italian resident Noteholder is:

- an individual not engaged in an entrepreneurial activity to which the Notes are connected;
- a non-commercial partnership (*società semplice*);
- a non-commercial private or public institution; or
- an Investor exempt from Italian corporate income taxation,

then Interest derived from the Notes, and accrued during the relevant holding period, are subject to a substitute tax, referred to as "*imposta sostitutiva*", levied at the rate of 26 per cent., unless the relevant Noteholder has opted for the application of the *risparmio gestito* regime provided for by Article 7 of Italian Legislative Decree No. 461 of 21 November 1997 ("**Decree 461**").

An Italian resident Noteholder not engaged in an entrepreneurial activity that has opted for the so-called *risparmio gestito* is subject to a 26 per cent. annual substitute tax on the increase in value of the managed assets accrued at the end of each tax year. The substitute tax is applied on behalf of the taxpayer by the managing authorised intermediary. For more information, see also "*—Tax Treatment of Capital Gains*".

Noteholders Engaged in an Entrepreneurial Activity

In the event that an Italian-resident Noteholder is an individual or a non-commercial entity engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax.

Where a Noteholder is an Italian resident company or similar commercial entity, or a permanent establishment in Italy of a foreign company to which the Notes are effectively connected, and the Notes are deposited with an authorised intermediary, Interest from the Notes will not be subject to *imposta sostitutiva*. It must, however, be included in the relevant Noteholder's income tax return and is therefore subject to general Italian corporate taxation and, in certain circumstances, depending on the "status" of the Noteholder, also to the Italian regional tax on productive activities ("**IRAP**").

Where an Italian resident Noteholder is an individual engaged in an entrepreneurial activity to which the Notes are connected, Interest relating to the Notes is subject to *imposta sostitutiva* on a provisional basis and will be included in its relevant income tax return. As a consequence, Interest will be subject to the ordinary income tax and the *imposta sostitutiva* may be recovered as a deduction from the income tax due.

Real Estate Investment Funds and Real Estate SICAFs

Under the current regime provided by Law Decree No. 351 of 25 September 2001 ("**Decree No. 351**"), as clarified by the Italian Revenue Agency with Circular No. 47/E of 8 August 2003 and based on Circular No. 11/E of 28 March 2012, payments of Interest on the Notes made to Italian resident real estate collective investment funds established under Article 37 of Italian Legislative Decree of 25 January 1994, No. 58 or Article 4-*bis* of Law No. 86 of 25 January 1994, are subject neither to *imposta sostitutiva* nor to any other income tax at the level of the real estate investment fund *provided that* the Notes, together with the relevant coupons, are timely deposited with an authorised intermediary.

The same regime discussed above is applicable to Italian real estate *Società di Investimento a Capitale Fisso* qualified as such from a civil law perspective ("**Real Estate SICAF**").

Funds, SICAVs and SICAFs (other than Real Estate SICAFs)

Where an Italian-resident Noteholder is an open-ended or a closed-ended collective investment fund ("**Fund**") or a *Società di Investimento a Capitale Variabile* ("**SICAV**") or a *Società di Investimento a Capitale Fisso*

which not exclusively or primarily invests in real estate ("**SICAF**"), established in Italy and subject (or whose manager is subject) to the supervision of a regulatory authority, and the Notes are deposited with an authorised intermediary, Interest accrued during the holding period on the Notes should not be subject to *imposta sostitutiva*, but must be included in the management results of the Fund, the SICAV or the SICAF (as the case may be). The Fund, the SICAV or the SICAF will not be subject to taxation on such management results, but a withholding at the rate of 26 per cent. will instead apply, in certain circumstances, to distributions made in favour of their unitholders or shareholders (as the case may be).

Pension Funds

Where an Italian-resident Noteholder is a pension fund (subject to the regime provided for by Article 17 of the Italian Legislative Decree No. 252 of 5 December 2005) and the Notes are deposited with an authorised intermediary, Interest relating to the Notes and accrued during the holding period will not be subject to the *imposta sostitutiva*, but will be included in the results of the relevant portfolio accrued at the end of the relevant tax period, which will be subject to a 20 per cent. substitute tax.

Application of the Imposta Sostitutiva

Pursuant to Decree No. 239, the *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare* ("**SIM**"), fiduciary companies, *società di gestione del Risparmio* ("**SGR**"), stockbrokers and other entities identified by a decree of the Ministry of Finance (each, an "**Italian Tax Intermediary**").

An Italian Tax Intermediary must:

- be resident in Italy, or be a permanent establishment in Italy of a non-Italian resident financial intermediary, and

- participate, in any way, in the collection of Interest or in the transfer of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change in ownership of the relevant Notes or in a change of the Italian Tax Intermediary with which the Notes are deposited.

Where the Notes are not deposited with an Italian Tax Intermediary, the *imposta sostitutiva* is applied and withheld by the relevant Italian financial intermediary (or permanent establishment in Italy of a non-Italian resident financial intermediary) paying interest to a Noteholder or, absent that, by the Issuer.

Non-Italian Resident Noteholders

Where the Noteholder is a non-Italian resident without a permanent establishment in Italy to which the Notes are connected, an exemption from the *imposta sostitutiva* applies *provided that* the non-Italian resident Noteholder is:

- a beneficial owner of Interest resident, for tax purposes, in a country which allows for a satisfactory exchange of information with the Italian tax authorities; or

- an international body or entity set up in accordance with international agreements which have entered into force in Italy; or

- an "institutional investor", whether or not subject to tax, which is established in a country which allows a satisfactory exchange of information with the Italian tax authorities, even if it does not possess the status of a taxpayer in its own country of establishment; or

- a Central Bank or an entity which manages, *inter alia,* the official reserves of a foreign State.

For the purposes of exemption form *imposta sostitutiva* countries allowing a satisfactory exchange of information with the Italian tax authorities currently include those identified by the "white list" provided for by Italian Ministerial Decree of 4 September 1996, as subsequently amended and supplemented.

In order to ensure gross payment, non-Italian resident Noteholders must timely deposit the Notes, together with the coupons relating to such Notes, directly or indirectly with:

- an Italian or foreign bank or a financial institution (which could be a non-EU resident—the "**First Level Bank**"), acting as intermediary in the deposit of the Notes held, directly or indirectly, by the Noteholder with a Second Level Bank (as defined below); or

- an Italian-resident bank or brokerage company ("**SIM**"), or a permanent establishment in Italy of a non-resident bank or a SIM, acting as depositary or sub-depositary of the Notes appointed to maintain direct relationships, via telematic link, with the Department of Revenue of the Ministry of Economy and Finance (the "**Second Level Bank**").

Non-Italian resident organisations and companies, acting through a system of centralised administration of securities and directly connected with the Department of Revenue of the Italian Ministry of Economy and Finance (which include Euroclear and Clearstream, Luxembourg) are treated as Second Level Banks, *provided that* they appoint an Italian representative (an Italian-resident bank or SIM, or permanent establishment in Italy of a non-resident bank or SIM, or a central depositary of financial instruments pursuant to Article 80 of Legislative Decree No. 58 of 24 February 1998) for the purposes of the application of Decree No. 239. In the event that a non-Italian-resident Noteholder deposits the relevant Notes directly with a Second Level Bank, the latter shall be treated both as a First Level Bank and a Second Level Bank.

The exemption from the *imposta sostitutiva* for non-Italian-resident Noteholders is conditional upon:

- the timely deposit of the Notes, either directly or indirectly, with an institution which qualifies as a Second Level Bank; and

- the submission to the First Level Bank or the Second Level Bank (as the case may be) of a statement of the relevant Noteholder (*autocertificazione*).

Such statement must comply with the requirements set forth by the Ministerial Decree of 12 December 2001, is valid until withdrawn or revoked (unless some information provided therein has changed) and does not need to be submitted where a certificate, declaration or other similar document for the same or equivalent purposes was previously submitted to the same depository. The above statement is not required for non-Italian resident Investors that are international bodies or entities set up in accordance with international agreements entered into force in Italy or Central Banks or entities also authorised to manage the official reserves of a foreign State. Additional declarations may be required for "institutional investors" (see Circular Letter No. 23/E of 1 March 2002 and No. 20/E of 27 March 2003).

The *imposta sostitutiva* will be applicable at the rate of 26 per cent. to Interest paid to non-Italian Noteholders who do not qualify for the foregoing exemption or do not timely and properly satisfy the relevant conditions.

Noteholders who are subject to the *imposta sostitutiva* may, nevertheless, be eligible for full or partial relief under an applicable tax treaty, *provided that* the relevant conditions are satisfied.

Certain Italian Tax Considerations on Capital Gains on the Notes

Italian Resident Noteholders

Noteholders not Engaged in an Entrepreneurial Activity

Where an Italian-resident Noteholder is:

- an individual not engaged in an entrepreneurial activity to which the Notes are connected;

- a non-commercial partnership; or

- a non-commercial private or public institution.

any capital gain realised by such Noteholder from the disposal or redemption of the Notes would be subject to the *imposta sostitutiva*, levied at a rate of 26 per cent.

In respect of the application of the *imposta sostitutiva*, taxpayers may opt, under certain conditions, for any of the three regimes described below.

Tax Declaration Regime

Under the "tax declaration regime" (*regime della dichiarazione*), which is the default regime for Italian-resident individuals not engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains (net of any incurred capital loss) realised by the Italian resident individual Noteholders holding the Notes not in connection with an entrepreneurial activity pursuant to all sales or redemptions of the Notes carried out during any given tax year. Italian resident individuals holding the Notes not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss of the same nature, in their annual tax return and pay the *imposta sostitutiva* on such gains together with any balance of income tax due for such year. Capital losses in excess of capital gains may be carried forward and set off against capital gains of the same nature realised in any of the four succeeding tax years.

Risparmio Amministrato Regime

As an alternative to the tax declaration regime, Italian-resident individual Noteholders holding the Notes not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each disposal or redemption of the Notes (the "*risparmio amministrato*" regime) according to Article 6 of Decree 461. Such separate taxation of capital gains applies when:

- the Notes are deposited with an Italian bank, SIM or certain authorised financial intermediary; and
- an express election for the *risparmio amministrato* regime is timely made in writing by the relevant Noteholder.

The depository must account for the *imposta sostitutiva* in respect of capital gains realised on each disposal or redemption of the Notes (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss. The depository must also pay the *imposta sostitutiva* to the Italian tax authorities on behalf of the Noteholder, deducting a corresponding amount from the proceeds to be credited to the Noteholder or using funds provided by the Noteholder for this purpose. Under the *risparmio amministrato* regime, any possible capital loss resulting from a disposal or redemption of the Notes may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Noteholder is not required to declare the capital gains/losses in its annual tax return.

Risparmio Gestito Regime

In the *risparmio gestito* regime, any capital gains realised by Italian resident individuals holding the Notes not in connection with an entrepreneurial activity and who have entrusted the management of their financial assets (including the Notes) to an authorised intermediary, will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at tax year-end, subject to a 26 per cent. substitute tax, to be paid by the managing authorised intermediary. Any depreciation of the managed assets accrued at the tax year-end may be carried forward against any increase in value of the managed assets accrued in any of the four succeeding tax years. Under the *risparmio gestito* regime, the Noteholder is not required to declare the capital gains or losses realised in its annual tax return.

Noteholders Engaged in an Entrepreneurial Activity

Any gain obtained from the disposal or redemption of the Notes will be treated as part of taxable income (and, in certain circumstances, depending on the "status" of the Noteholder, also as part of net value of the production for IRAP purposes) if realised by an Italian company, a similar commercial entity (including the Italian

permanent establishment of foreign entities to which the Notes are connected) or Italian-resident individuals engaged in an entrepreneurial activity to which the Notes are connected.

Real Estate Investment Funds and Real Estate SICAFs

Any capital gains realised by a Noteholder which is an Italian real estate investment fund or an Italian Real Estate SICAF to which the provisions of Decree No. 351, as subsequently amended, apply, will be subject neither to *imposta sostitutiva* nor to any other income tax at the level of the real estate investment fund or Real Estate SICAF.

Funds, SICAVs and SICAFs (other than Real Estate SICAFs)

Any capital gains realised by a Noteholder who is an Italian Fund, a SICAV or a SICAF subject (or whose manager is subject) to the supervision of a regulatory authority, will be included in the result of the relevant portfolio accrued at the end of the relevant tax period. Such result will not be subject to taxation at the level of the Fund, the SICAV or the SICAF, but a withholding at the rate of 26 per cent. will instead apply, in certain circumstances, to distributions made in favour of their unitholders or shareholders (as the case may be).

Pension Funds

Any capital gains on Notes held by a Noteholder who is an Italian pension fund (subject to the regime provided for by Article 17 of Legislative Decree No. 252 of 5 December 2005) will be included in the result of the relevant portfolio accrued at the end of the relevant tax period (which will be subject to a 20 per cent. substitute tax).

Non-Italian Resident Noteholders

A 26 per cent. *imposta sostitutiva* on capital gains may be payable on capital gains realised on the disposal or redemption of the Notes by non-Italian resident persons or entities without a permanent establishment in Italy to which the notes are effectively connected, if the notes are held in Italy.

However, pursuant to Article 23, letter f), No. 2 of Decree 917, capital gains realised by non-Italian resident Noteholders without a permanent establishment in Italy to which the notes are effectively connected from the disposal or redemption of notes issued by an Italian resident issuer and traded on regulated markets in Italy or abroad are not subject to the *imposta sostitutiva*, in certain cases (in particular, where the "*risparmio amministrato*" regime applies or where option is made for the "*risparmio gestito*" regime) subject to timely filing of required documentation (in particular, a self-declaration that the Noteholder is not resident in Italy for tax purposes).

Capital gains realised by non-Italian resident Noteholder without a permanent establishment in Italy to which the notes are effectively connected from the disposal or redemption of notes issued by an Italian-resident issuer, even if the notes are not traded on a regulated market, are not subject to the *imposta sostitutiva*, *provided that* the Noteholder is:

- a beneficial owner resident, for tax purposes, in a country allowing an adequate exchange of information with the Italian tax authorities;
- an international body or entity set up in accordance with international agreements which have entered into force in Italy;
- an "institutional investor", whether or not subject to tax, which is established in a country allowing an adequate exchange of information with the Italian tax authorities, even if it does not possess the status of a taxpayer in its own country of establishment; or
- a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign state.

In order to ensure gross payment, such non-Italian resident Noteholders may in certain cases (in particular, where the "*risparmio amministrato*" regime applies or where option is made for the "*risparmio gestito*" regime) be required to file a self-declaration as the one required in order to benefit from the exemption from the *imposta sostitutiva* in accordance with Decree No. 239. See "*Tax Treatment of interest—Non-Italian Resident Noteholders*" above.

If the conditions above are not met, capital gains realised by non-Italian resident Noteholder without a permanent establishment in Italy to which the notes are effectively connected from the disposal or redemption of notes issued by an Italian-resident issuer and not traded on a regulated market may be subject to the *imposta sostitutiva* at the current rate of 26 per cent. However, Noteholder may be able to benefit from an applicable double tax treaty with Italy providing that capital gains realised upon the sale or redemption of the notes are taxed only in the country where the recipient is tax resident, subject to satisfying certain conditions. In order to benefit from the applicable treaty regime, such non-Italian resident Noteholder may in certain cases (in particular, where the "*risparmio amministrato*" regime applies or where option is made for the "*risparmio gestito*" regime) be required to file a certificate of tax residence issued by the foreign competent tax authority.

The *risparmio amministrato* regime is the ordinary regime automatically applicable to non-Italian resident persons and entities holding notes deposited with an Italian Tax Intermediary, but non-Italian-resident Noteholder retain the right to waive its applicability.

Certain Reporting Obligations for Italian-Resident Noteholders

Pursuant to Law Decree No. 167 of 28 June 1990, individuals, non-profit entities and certain partnerships (in particular, *società semplici* or similar partnership in accordance with Article 5 of Decree 917) resident in Italy holding financial assets, including the Notes, outside Italy (without the intervention of an Italian-resident intermediary) are required to report, in their Italian tax return, the value of their financial assets held abroad. The requirement applies also where the persons above, being not the direct holder of the financial instruments, are the beneficial owner of the instrument.

The above reporting requirement is not required to be complied with in respect of Notes deposited for management or administration with qualified Italian financial intermediaries, upon condition that the items of income derived from the Notes have been subject to withholding or substitute tax by the same intermediaries.

Italian Inheritance Tax and Gift Tax

Pursuant to Law Decree No. 262 of 3 October 2006, as subsequently amended, subject to certain exceptions, the transfer of Notes by reason of gift, donation or succession proceedings is generally subject to Italian inheritance tax and gift tax as follows:

- 4 per cent. for transfers in favour of spouses and direct descendants and ascendants on the value of the inheritance or the gift exceeding, for each beneficiary, a threshold of € 1 million;
- 6 per cent. for transfers in favour of siblings on the value of the inheritance or the gift exceeding, for each beneficiary, a threshold of €100,000;
- 6 per cent. for transfers in favour of relatives up to the fourth degree and to all relatives in law in direct line and to other relatives in law up to the third degree, on the entire value of the inheritance or the gift; and
- 8 per cent. for transfers in favour of any other person or entity, on the entire value of the inheritance or the gift.

If the heir/heiress and/or the donee is a person with a severe disability, inheritance tax or gift tax is applied to the extent that the value of the inheritance or gift exceeds €1.5 million.

With respect to Notes listed on a regulated market, the value for inheritance tax and gift tax purposes is the average stock exchange price of the last quarter preceding the date of the succession or of the gift (including any accrued interest). With respect to unlisted Notes, the value for inheritance tax and gift tax purposes is generally determined by reference to the value of listed debt securities having similar features or based on certain elements as presented in the Italian tax law.

Italian inheritance tax and gift tax applies to non-Italian-resident individuals for bonds issued by Italian resident companies.

Wealth Tax on Securities Deposited Abroad

According to Article 19 of Law Decree No. 201 of 6 December 2011 ("**Decree No. 201**"), Italian-resident individuals holding financial assets – including the Notes – outside of Italy without the involvement of an Italian financial intermediary are required to pay a wealth tax currently at the rate of 0.20 per cent. The wealth tax applies on the market value at the end of the relevant year or, in the absence of a market value, on the nominal value or redemption value of such financial assets held outside Italy. Taxpayers are entitled to deduct from the wealth tax a tax credit equal to any wealth taxes paid in the country where the financial assets are held (up to the amount of the Italian wealth tax due).

Stamp Taxes and Stamp Duties—Holding Through Financial Intermediary

According to Article 19 of Decree No. 201, a proportional stamp duty generally applies on a yearly basis currently at the rate of 0.20 per cent. calculated on the market value or – in the absence of a market value – on the nominal value or the redemption amount of any financial product or financial instruments (including the Notes) deposited by either Italian or non-Italian residents with an Italian financial intermediary. For Investors other than individuals, the annual stamp duty cannot exceed €14,000.00. Based on the law and the implementing decree issued by the Italian Ministry of Finance on 24 May 2012, the stamp duty applies to any Investor who is a client (as defined in the regulations issued by the Bank of Italy on 20 June 2012) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

Transfer Tax

Contracts relating to the transfer of the Notes are subject to the registration tax as follows:

- public deeds and notarised deeds (*atti pubblici e scritture private autenticate*) are subject to fixed registration tax at rate of €200.00; and

- private deeds (*scritture private non autenticate*) are subject to fixed registration tax of €200.00 only (i) in case of voluntary registration, or (ii) in case of cross reference in a deed, agreement or other document entered into, executed or signed by the same parties thereto and registered with the competent Registration Tax Office or in a judicial decision (*enunciazione*), or (iii) in case of use. According to Article 6 of the Presidential Decree No. 131 of 26 April 1986, a "case of use" would generally occur if the relevant document is deposited with a central or local government office or with a court chancery in connection with an administrative procedure, except for the case that the deposit is compulsory required by law or regulation.

Payments by an Italian - Resident Guarantor

If an Italian resident guarantor (if any) makes any payments in respect of interest on the Notes (or any other amounts due under the Notes other than the repayment of principal) it is possible that such payments may be subject to withholding tax applied at a rate not exceeding 26 per cent. (to be applied as final or on account depending on the status of the relevant beneficial owner), subject to such relief as may be available under the provisions of any applicable double taxation treaty.

EU Directive on automatic exchange of information

On 9 July 2015, the Italian Parliament adopted Law No. 114 delegating the Italian Government to implement in Italy certain EU Directives, including Directive 2014/107/EU. Such Directive is aimed at broadening the scope of the operational mechanism of intra-EU automatic exchange of information in order to fight cross-border tax fraud and evasion. The deadline for the implementation in Italy is fixed at 31 December 2015.

Following implementation of said Directive, the Italian Authorities may communicate to other Member States information about interest and other categories of financial income of Italian source, including income from the Notes.

EU Savings Directive

Under the EU Savings Directive, each Member State is required to provide to the competent authorities of another Member State details of payments of interest or other similar income paid or secured by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in that other Member State. For a transitional period, Austria may instead apply a withholding system in relation to such payments, deducting tax at a rate of 35 per cent. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments.

Italy has implemented the EU Savings Directive through Legislative Decree No. 84 of 18 April 2005 ("**Decree No. 84**"). Under Decree No. 84, subject to a number of important conditions being met, in the case of interest paid to individuals who qualify as beneficial owners of the interest payment and are resident for tax purposes in another Member State, Italian qualified paying agents must report to the Italian tax authorities details of the relevant payments and personal information on the individual beneficial owner. Such information will be transmitted by the Italian tax authorities to the competent foreign tax authorities of the Member State of residence of the beneficial owner. In certain circumstances the same reporting requirements must be complied with also in respect of interest paid to an entity established in another Member State, other than legal persons (with the exception of certain Finnish and Swedish entities), entities whose profits are included in business income taxable under general arrangements for business taxation and, in specific cases, UCITS recognised in accordance with Directive 2009/65/EC.

A number of non-EU countries and certain dependent or associated territories of certain Member States have agreed to adopt similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in a Member State. In addition, the Member States have entered into reciprocal provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or certain limited types of entity established in one of those territories.

The European Council formally adopted a Council Directive amending the EU Savings Directive on 24 March 2014 (the "**Amending Directive**"). The Amending Directive broadens the scope of the requirements described in the first paragraph above. Member States have until 1 January 2016 to adopt the national legislation necessary to comply with the Amending Directive and the national legislation must apply from 1 January 2017. The changes made under the Amending Directive include extending the scope of the EU Savings Directive to payments made to, or collected for, certain other entities and legal arrangements and to establish procedures to look through entities to prevent the circumvention of the EU Savings Directive by the use of intermediaries. They also broaden the definition of "interest payment" to cover income that is equivalent to interest.

However, the European Commission has proposed the repeal of the EU Savings Directive from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States (subject to ongoing requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates). This is to prevent overlap between the EU Savings Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the Field of Taxation (as amended by Council Directive 2014/107/EU). The proposal also provides that, if it proceeds, Member States will not be required to apply the new requirements of the Amending Directive.

Investors who are in any doubt as to their position should consult their professional advisors.

The Proposed Financial Transactions Tax

The EU Commission has published a proposal for a Council Directive (the "**Draft Directive**") for a common financial transactions tax (the "**FTT**") in Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Spain, Slovakia and Slovenia (the "**Participating Member States**").

Pursuant to the original proposal under the Draft Directive, the FTT has a very broad scope and could, if introduced in its current form, apply to certain dealings in the Notes.

The FTT could apply in certain circumstances to persons both within and outside of the Participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instruments, which are subject to the dealings, are issued in a Participating Member State.

According to a press announcement of the EU Council, ten of the Participating Member States currently intend to work on the introduction of an FTT based on a progressive implementation of such tax by 1 January 2016.

Nevertheless the FTT remains subject to negotiation between the Participating Member States and the scope of any such tax is uncertain. Additional Member States may also decide to participate.

Prospective Noteholders are advised to seek for their own professional advice in relation to the FTT.

SALE AND OFFER OF THE NOTES

General

In connection with the Offering, Equita S.I.M. S.p.A. as the lead manager (the "**Placement Agent**") has, according to Article 2.4.3 of the trading rules of Borsa Italiana, been appointed by the Issuer to offer and display the Notes for sale on the MOT. Furthermore, Equita S.I.M. S.p.A has been appointed by the Issuer to act as the specialist (the "**Specialist**"). The Specialist may act in a market-making capacity by effecting purchases of the Notes on the secondary market with a view to supporting the liquidity of the Notes. Purchases effected by the Specialist may be made at prices which, within a range set by Borsa Italiana, may be higher than the price that would otherwise prevail. The Specialist's market-making activities will be done in compliance with all quantity- and duration-related requirements set forth by Borsa Italiana.

The fees payable to the Placement Agent in connection with the Offering will be up to 1.05 per cent. of the total principal amount of the Notes issued and up to 0.70 per cent. of the principal amount of the Notes issued pursuant to Purchase Offers collected by the Placement Agent from institutional investors.

The Placement Agent and its affiliates have provided from time to time, and expect to provide in the future, investment services to the Issuer or its affiliates, for which the Placement Agent and its affiliates have received or will receive customary fees and commissions.

In addition, in the ordinary course of their business activities, the Placement Agent and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Typically, the Placement Agent and its affiliates would hedge and do hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such short positions could adversely affect future trading prices of the Notes. The Placement Agent and its affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

There are no interests of natural and legal persons other than the Issuer and the Placement Agent involved in the issue of the Notes, including conflicting ones that are material to the issue.

Offering of the Notes

Offering Amount

Subject to the Minimum Offer Condition, the Issuer is offering for subscription and listing and admission to trading on the MOT a minimum of €180,000,000 aggregate principal amount of the Notes (the "**Minimum Offer Amount**") and a maximum of €240,000,000 aggregate principal amount of the Notes (the "**Maximum Offer Amount**"). The Maximum Offer Amount may be reduced by the Issuer prior to the Launch Date. If the Maximum Offer Amount is reduced below €240,000,000, the Issuer will publish a notice specifying the revised Maximum Offer Amount on the Issuer's Website, the Luxembourg Stock Exchange Website and released through the SDIR-NIS system of Borsa Italiana.

Pricing Details

The Notes will be issued at a price of 100.00 per cent. of their principal amount (the "**Issue Price**"). The fixed interest rate of the Notes is 4.5 per cent. per annum.

Disclosure of the Results of the Offering

The aggregate principal amount of the Notes, the number of Notes sold and the proceeds of the Offering will be set out in the Offering Results Notice which will be filed with the CSSF, and published on the Issuer's Website (www.ivsgroup.it/en/), the Luxembourg Stock Exchange Website (www.bourse.lu), the website of the

Placement Agent (www.equitasim.it) and released through the SDIR-NIS system of Borsa Italiana no later than the third business day after the end of the Offering Period.

Conditions of the Offering

Except for the Minimum Offer Condition, the Offering is not subject to any conditions.

Subscription rights for the Notes will not be issued. Therefore, there are no procedures in place for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised.

Offering Period, Early Closure, Extension and Withdrawal

The Offering will open on 3 November 2015 at 09:00 (CET) (the "**Launch Date**") and will expire on 13 November 2015 at 17:30 (CET) (the "**Offering Period End Date**"), subject to amendment, extension or postponement by the Issuer and the Placement Agent (the "**Offering Period**").

The Investors will be required to remit payment in exchange for the issuance of the Notes for which they have placed Purchase Offers on the Issue Date, which will initially be 18 November 2015. In the case of an early closure or extension of the Offering Period the Issue Date will be the third business day following the closure of the Offering Period.

The Offering Period is an approximate period and has been determined by the Issuer. The Issuer expressly reserves the right to postpone or extend the Offering Period or modify the Launch Date and/or the Offering Period End Date in agreement with the Placement Agent by giving due notice to the CSSF, Borsa Italiana, the Trustee and, by way of a notice published on the Issuer's Website, the Luxembourg Stock Exchange Website and released through the SDIR-NIS system of Borsa Italiana, the general public. Any notice of postponement or modification of the Offering Period will be given no later than the business day prior to the Launch Date. Any notice of an extension of the Offering Period will be published before the last day of the Offering Period.

If, during the Offering Period, Purchase Offers exceed the Maximum Offer Amount, the Placement Agent, in agreement with the Issuer, will close the Offering prior to the expiration of the Offering Period, and all Purchase Offers in excess of the Maximum Offer Amount will not be executed. The Issuer will promptly communicate an early closure of the Offering Period to the CSSF, Borsa Italiana, the Trustee and, by way of a notice published on the Issuer's Website, to the general public.

If Purchase Offers are lower than the Minimum Offer Amount, the Issuer and the Placement Agent expressly reserve the right to withdraw the Offering at any time prior to 16:45 (CET) on the business day prior to the Issue Date. The Issuer will promptly communicate a withdrawal of the Offering to the CSSF, Borsa Italiana and the Trustee, first, and, subsequently, to the general public, by way of a dedicated notice published on the Issuer's Website, the Luxembourg Stock Exchange Website and released through the SDIR-NIS system of Borsa Italiana.

The Placement Agent, in agreement with the Issuer, expressly reserves the right to cancel the launch of the Offering at any time between the date of this Prospectus and the Launch Date or to withdraw the Offering at any time after the Launch Date and before 16:45 (CET) on the business day prior to the Issue Date in the case of (i) any extraordinary change in the political, financial, economic, regulatory, currency or market situation of the markets in which the Group operates which could have a materially adverse effect on the Offering, or the economic, financial and/or management conditions of the Issuer, the Future Guarantors and/or the Group or on their business activities, or (ii) any act, fact, circumstance, event, opposition or any other extraordinary situation which has not yet occurred at the date of this Prospectus which may have a materially adverse effect on the Offering, or the economic, financial and/or management conditions of the Issuer and/or the Group or on their business activities. If the launch of the Offering is cancelled or the Offering is withdrawn, the Offering itself and all submitted Purchase Offers will be deemed cancelled. Prompt notice of any decision to cancel the launch of the Offering or withdraw the Offering after the Launch Date will be communicated to the CSSF, Borsa Italiana, the Trustee and, by way of a notice published on the Issuer's Website, and released through the SDIR-NIS system of Borsa Italiana, the general public.

If, prior to the Issue Date, Borsa Italiana has failed to set the Trading Start Date, the Offering will be automatically withdrawn by giving notice to CSSF, the Trustee and, no later than the day after notice has been given to CSSF, by notifying the general public by way of a notice published on the Issuer's Website, the Luxembourg Stock Exchange Website and released through the SDIR-NIS system of Borsa Italiana.

Technical Details of the Offering

The Offering will occur through Purchase Offers made by Investors on the MOT through Intermediaries and coordinated by the Placement Agent, who has been appointed by the Issuer to offer and display the Notes for sale on the MOT according to the trading rules of Borsa Italiana. Purchase Offers may only be made with the MOT through an Intermediary. Purchase Offers must be made during the operating hours of the MOT for a minimum quantity of aggregate par value of €1,000 of the Notes, and may be made for any multiple thereof.

During the Offering Period, Intermediaries may make irrevocable Purchase Offers directly or through any agent authorised to operate on the MOT, either on their own behalf or on behalf of third parties, in compliance with the operational rules of the MOT.

The Notes shall be assigned, up to their maximum availability, based on the chronological order in which Purchase Offers are made on the MOT. The acceptance of a Purchase Offer on the MOT does not alone constitute the completion of a contract with respect to the Notes requested thereby. The perfection and effectiveness of contracts with respect to the Notes are subject to confirmation of the correct execution of the Purchase Offer and issuance of the Notes. Each Intermediary through whom a Purchase Offer is made will notify Investors of the number of Notes they have been assigned within the Issue Date.

After the end of the Offering Period, Borsa Italiana, in conjunction with the Issuer, shall set and give notice of the Trading Start Date. The Trading Start Date shall correspond to the Issue Date.

Investors wishing to make Purchase Offers who do not have a relationship with any Intermediary may be requested to open an account or make a temporary deposit for an amount equivalent to that of the Purchase Offer. In case of partial sale of the Notes or a cancellation or withdrawal of the Offering, all amounts paid as temporary deposits, or any difference between the amount deposited with the Intermediary and the aggregate value of the Notes actually sold to the Investor, will be repaid to the Investor who initiated the Purchase Offer by the Issue Date. See "*Terms and Conditions of the Payment and Delivery of the Notes*".

Except as otherwise set forth herein, Purchase Offers, once placed, may not be revoked. See "*—Revocation of Purchase Offers*".

Any Purchase Offer received outside the Offering Period, or within the Offering Period but outside the operating hours of the MOT, will not be accepted.

Investors may place multiple Purchase Offers.

Purchase Offers placed by Italian Investors through telecommunication means are not subject to the existing withdrawal provisions applicable to distance marketing of consumer financial services, services in accordance with articles 67-*bis* and 67-*duodecies* of legislative Decree no. 206 of 6 September 2005 as regards the public offer in Italy.

Revocation of Purchase Offers

If the Issuer publishes any supplement to this Prospectus (a "**Supplement**"), any Investor who has placed a Purchase Offer prior to the issuance of the Supplement shall be entitled to revoke such Purchase Offer by no later than the second business day following the publishing of the Supplement. Revocation of a Purchase Offer may be accomplished by delivering written notice to the Intermediary through whom the Investor made the Purchase Offer, who shall in turn notify the Placement Agent of such revocation.

Terms and Conditions of the Payment and Delivery of the Notes

Investors will pay the Issue Price to the Intermediaries through whom they have placed Purchase Offers on the Issue Date.

In case of early closure of the Offering or extension of the Offering Period, a press release will be made to announce the action and inform Investors and potential Investors of the revised Issue Date. For more information about the circumstances in which the Offering Period may be closed early or extended, see "*Offering Period, Early Closure, Extension and Withdrawal*".

Ownership of interests in Notes (the "**Book-Entry Interests**") will be limited to persons that have accounts with Euroclear and/or Clearstream, Luxembourg or persons that hold interests in the Notes through participants in Euroclear and/or Clearstream, Luxembourg, including Monte Titoli. Euroclear and Clearstream, Luxembourg will hold interests in the Notes on behalf of their participants through customers' securities accounts in their respective names on the books of their respective depositories. Book-Entry Interests will not be issued in definitive form. Payments and transfers of the Notes will be settled through Euroclear and Clearstream, Luxembourg.

None of the Issuer, the Trustee, the Paying Agents or any of their respective agents will have any responsibility, or be liable, for any aspect of the records relating to the Book-Entry Interests.

Costs and Expenses Related to the Offer

The Issuer will not charge any costs, expenses or taxes directly to any Investor. Investors must, however, inform themselves about any costs, expenses or taxes in connection with the Notes which are generally applicable in their respective country of residence related to the opening of a bank account or a temporary deposit account with an Intermediary, if necessary, and/or any costs related to the execution, acceptance and transmission of Purchase Offers imposed by such Intermediaries. See "*—Technical Details of the Offering*".

Consent to the Use of this Prospectus

The Issuer has not granted their consent for the use of this Prospectus for any final placement or subsequent resale or of the Notes by any Intermediaries.

Public Offer and Selling Restrictions

The Offering is addressed to the general public in Luxembourg and Italy and to qualified investors (as defined in the Prospectus Directive) in Luxembourg, Italy and other jurisdictions following the approval of this Prospectus by the CSSF according to Article 21 of the Luxembourg Prospectus Law, and the effectiveness of the notification of this Prospectus by the CSSF to CONSOB according to Article 18 of the Prospectus Directive and Article 19 of the Luxembourg Prospectus Law.

Purchase Offers may only be placed through Intermediaries. Any persons who, at the moment of making a Purchase Offer, even if they are resident in Luxembourg or Italy, may be considered as being resident in the United States or in any other country in which the offer of financial instruments is not permitted to be made unless it has been authorised by the competent authorities of such country (the "**Other Countries**") are not entitled to subscribe for the Notes in the Offering.

If, according to the Intermediaries, Purchase Offers were made by persons resident in Luxembourg or Italy in breach of the provisions in force in the United States or in Other Countries, the Intermediaries shall adopt any adequate measure to remedy the unauthorised Purchase Offers and shall promptly notify the Placement Agent.

European Economic Area

The Offering contemplated by this Prospectus has not been, and will not be, made to the public in any member state of the EEA (a "**Relevant Member State**") other than the offers contemplated in this Prospectus in Luxembourg and Italy from the time this Prospectus has been approved by the CSSF and published in another Relevant Member State and notified to the competent authority in that Relevant Member State in accordance with Article 18 of the Prospectus Directive, and provided that the Issuer has consented in writing to the use of this

Prospectus for any such offers, except that offers may be made to the public in that Relevant Member State at any time:

- to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the Placement Agent; or
- in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive;

provided that no such offer of the Notes shall require the Issuer or the Placement Agent to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement this Prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State, and the expression "**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in the Relevant Member State, and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.

United States and its Territories

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Notes have not been, and will not be, offered or sold within the United States or to U.S. Persons except in accordance with Rule 903 of Regulation S. Neither the Issuer nor the Intermediaries, nor any persons acting on their behalf, have engaged, or will engage, in any directed selling efforts with respect to the Notes. Terms used in this paragraph have the meanings given to them by Regulation S.

The Notes are in bearer form and are subject to United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the U.S. Internal Revenue Code of 1986, as amended.

In accordance with TEFRA D, the Placement Agent and each Intermediary represents and agrees that:

- except to the extent permitted under TEFRA D, (a) it has not offered or sold, and during the restricted period will not offer or sell, the Notes to a person who is within the United States or its possessions or to a United States person and (b) it has not delivered and will not deliver within the United States or its possessions definitive Notes (if any) that are sold during the restricted period;
- it has, and throughout the restricted period will have, in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling the Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the TEFRA D;
- if the Intermediary is a United States person, it represents that it is acquiring the Notes for purposes of resale in connection with their original issuance and, if such Intermediary retains the Notes for its own account, it will only do so in accordance with TEFRA D;
- with respect to each affiliate (if any) that acquires from such Intermediary the Notes for the purpose of offering or selling such Notes during the restricted period, such Intermediary either (a) hereby represents and agrees on behalf of such affiliate to the effect set forth in the three bullet points above or

(b) agrees that it will obtain from such affiliate, for the benefit of the Issuer, the representations and agreements contained in the three bullet points above; and

- such Intermediary will obtain for the benefit of the Issuer the representations and agreements contained in the four bullet points above from any person other than its affiliate with whom it enters into a written contract, as defined under TEFRA D, for the offer and sale during the restricted period of the Notes.

Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder, including TEFRA D.

GENERAL INFORMATION

Authorisation of the Notes and Future Guarantees

The creation and issue of the Notes has been authorised by a resolution of the Board of Directors of the Issuer dated 12 October 2015.

The granting of the Future Guarantees has been authorised by resolutions of their respective Boards of Directors on 12 October 2015.

Clearing and Settlement

Payments and transfers of the Notes will be settled through Euroclear and Clearstream, Luxembourg, each an ICSD.

The Notes are intended to be held in a manner which would allow Eurosystem eligibility and upon issue to be deposited with one of the ICSDs as common safekeeper. This does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

The Notes have been assigned securities codes as follows:

ISIN: XS1308021846; and
Common Code: 130802184.

Notices to Noteholders

For so long as the Notes are listed on the regulated MOT segment of Borsa Italiana, all notices to the Noteholders regarding such Notes shall be published on the website of the Issuer's Website and published through the SDIR-NIS system of Borsa Italiana as appointed mechanism for storing and disseminating regulated information.

Yield

The yield of the Notes will be 4.5 per cent. per annum. The yield of the Notes has been calculated on the basis of the Issue Price (100 per cent.) divided by the Interest Rate (4.5 per cent. per annum). Therefore, the interest payable on the minimum denomination of Notes would be €45 (i.e. 4.5 per cent. of €1,000), making the yield of the Notes €45/€1,000 = 4.5 per cent.

Expenses

The expenses of the issue of the Notes are expected to amount to between approximately €3.5 million and €5.5 million (depending on the size of the Offering) to be paid in connection with the offer of the Notes.

Listing and Admission to Trading

Application has been made to list the Notes on the regulated MOT segment of Borsa Italiana. Borsa Italiana has admitted the Notes to listing and trading on the regulated MOT segment with order n. 8121 dated 22 October 2015. The Trading Start Date will be set by Borsa Italiana, and shall correspond to the settlement date of the purchase agreements with respect to the Notes and the Issue Date. See "*Sale and Offer of the Notes—Offering of the Notes—Technical Details of the Offering*".

As of the date of this Prospectus, the Notes are not listed on any other Italian or foreign regulated, or equivalent, market and the Issuer has no intention of applying for admission to list the Notes on any regulated market other than the MOT.

Rating

The Issuer is currently rated BB- by S&P. According to S&P, an obligation rated "BB" is less vulnerable to non-payment than other speculative issues. However, it faces major ongoing uncertainties or exposure to adverse business, financial, or economic conditions which could lead to the obligor's inadequate capacity to meet its financial commitment on the obligation.

S&P is established in the EU, domiciled in the United Kingdom, and is included in the list of credit rating agencies registered in accordance with Regulation (EC) No. 1060/2009 on Credit Rating Agencies as amended by Regulation (EU) No. 513/2011. This list is available on the European Securities and Markets Authority website (http://www.esma.europa.eu/page/list-registered-and-certified-CRAs) (last updated 10 July 2015). A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating organisation.

None of the Future Guarantors, the Notes or the Future Guarantees is rated.

Documents on Display

For so long as any Notes shall be outstanding, copies and, where appropriate, English translations of the following documents may be obtained (and in the case of (c) and (e) can be found on the Issuer's Website, the Luxembourg Stock Exchange Website and free of charge during normal business hours at the specified office of the Issuer and the Future Guarantors (when the Future Guarantees are granted), namely:

(a) The constitutional documents of the Issuer and the Future Guarantors;

(b) the Trust Deed and the Supplemental Trust Deed;

(c) following their issuance, the Future Guarantees, as included in the Supplemental Trust Deed;

(d) the Agency Agreement; and

(e) this Prospectus, any supplement thereto, if any, and any document incorporated by reference therein.

Legend

Each Note and Coupon will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the U.S. Internal Revenue Code of 1986, as amended".

INCORPORATION BY REFERENCE

The Issuer

The audited consolidated financial statements as of and for the year ended 31 December 2013 of the Group prepared in accordance with IFRS as contained in the Annual Report for the year 2013 have been previously published on the Issuer's Website and on the Luxembourg Stock Exchange Website, have been filed with CSSF and are incorporated by reference into this Prospectus. The page numbers of certain relevant sections thereof are included below for ease of reference.

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The audited consolidated financial statements as of and for the year ended 31 December 2014 of the Group prepared in accordance with IFRS as contained in the Annual Report for the year 2014 have been previously published on the Issuer's Website and on the Luxembourg Stock Exchange Website, have been filed with CSSF and are incorporated by reference into this Prospectus. The page numbers of certain relevant sections thereof are included below for ease of reference.

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The reviewed condensed interim consolidated financial statements as of and for the six-months ended 30 June 2015 of the Group prepared in accordance with IFRS as contained in the Half-year Report for 2015 have been previously published on the Issuer's Website and on the Luxembourg Stock Exchange Website, have been filed with CSSF and are incorporated by reference into this Prospectus. The page numbers of certain relevant sections thereof are included below for ease of reference.

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Consolidated Statement of Changes in Consolidated Shareholders' Equity During the First Six Months of 2015	39
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The Future Guarantors

IVS Italia

The audited stand-alone financial statements as of and for the year ended 31 December 2013 of IVS Italia prepared in accordance with IFRS as contained in the Annual Report for the year 2013 have been previously published on the Luxembourg Stock Exchange Website, have been filed with CSSF and are incorporated by reference into this Prospectus. The page numbers of certain relevant sections thereof are included below for ease of reference.

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The audited stand-alone financial statements as of and for the year ended 31 December 2014 of IVS Italia prepared in accordance with IFRS as contained in the Annual Report for the year 2014 have been previously published on the Luxembourg Stock Exchange Website, have been filed with CSSF and are incorporated by reference into this Prospectus. The page numbers of certain relevant sections thereof are included below for ease of reference.

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S. Italia

The audited stand-alone financial statements as of and for the year ended 31 December 2013 of S. Italia prepared in accordance with IFRS as contained in the Annual Report for the year 2013 have been previously published on the Luxembourg Stock Exchange Website, have been filed with CSSF and are incorporated by reference into this Prospectus. The page numbers of certain relevant sections thereof are included below for ease of reference.

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The audited stand-alone financial statements as of and for the year ended 31 December 2014 of S. Italia prepared in accordance with IFRS as contained in the Annual Report for the year 2014 have been previously published on the Luxembourg Stock Exchange Website, have been filed with CSSF and are incorporated by reference into this Prospectus. The page numbers of certain relevant sections thereof are included below for ease of reference.

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Any information incorporated by reference that is not included in the above cross-reference list is considered as additional information and is not required by the relevant schedules of the Commission Regulation (EC) 809/2004 (as amended).

As long as any Notes are listed on the MOT of Borsa Italiana and any applicable laws so require the documents incorporated by reference are available on the website of the Issuer (www.ivsgroup.it/en/) and the website of the Luxembourg Stock Exchange (www.bourse.lu) and may be inspected and are available free of charge during normal business hours at either the registered office of the Issuer (2A, rue Jean - Baptiste Esch, L - 1473 Luxembourg, Grand Duchy of Luxembourg) or its operational headquarters (Via dell'Artigianato, 25, Seriate (BG) 24068, Italy).

FUTURE GUARANTORS' INTERIM FINANCIAL INFORMATION

IVS Italia Unaudited Interim Stand-alone Financial Statements and Explanatory Notes as of and for the Six Months Ended 30 June 2015

Statement of Financial Position

	Notes	As of 31 December (audited) 2014	As of 30 June (unaudited) 2015
		(in thousands of €)	
Assets			
Non-current assets			
Intangible assets	5	8,697	8,161
Goodwill	6	257,308	257,138
Property, plant and equipment	7	108,338	110,004
Investment property	7	1,015	997
Equity investments and financial receivables	8	48,701	63,143
Deferred tax assets		3,029	1,492
Other non-current assets		-	1,047
Total non-current assets		**427,088**	**441,982**
Current assets			
Inventories		11,673	10,676
Trade receivables		15,627	14,515
Receivables from tax authorities		705	6
Other current assets		34,705	30,512
Cash and cash equivalents	9	57,555	54,869
Total current assets		**120,265**	**110,578**
Assets held for sale		-	-
Total assets		**547,353**	**552,560**
Liabilities and Shareholders' Equity			
Shareholders' equity			
Share capital		65,000	65,000
Reserves		54,836	55,070
Retained earnings/(losses carried forward)		(10,002)	(13,652)
Net income/(loss) for the period		(3,650)	4,409
Total shareholders' equity	12	**106,184**	**110,827**
Non-current liabilities			
Medium/long-term loans	10	656	477
Due towards shareholders for loans	10	103,446	103,488
Due towards subsidiary, associated and affiliated companies	10	250,759	250,759
Employee benefits		5,394	5,027
Provisions for future risks and charges		276	207
Provision for deferred taxation		8,028	8,155
Other non-current liabilities		-	-
Total non-current liabilities		**368,559**	**368,113**
Current liabilities			
Short-term loans	10	370	7,350
Derivative instruments		-	-
Trade payables		56,610	45,305
Tax liabilities		371	748
Other current liabilities		15,259	20,217
Total current liabilities		**72,610**	**73,620**
Liabilities associated with discontinued operations/assets held for sale		-	-
Total liabilities		**441,169**	**441,733**
Total liabilities and shareholders' equity		**547,353**	**552,560**

Income Statement

	Note	For the six months ended 30 June (unaudited) 2014	2015
		(in thousands of €)	
Revenues from sales of goods and services		112,245	122,032
Other income and revenues		8,513	9,433
Total revenues		**120,758**	**131,465**
Cost of raw, consumable and ancillary materials		(31,415)	(32,219)
Cost of services		(15,715)	(17,199)
Personnel costs		(30,930)	(31,422)
Other operating costs and income		(20,534)	(21,615)
Net gains from disposal of fixed assets		215	935
Other non-recurring income/(expenses)	14	(1,075)	(1,555)
Depreciation, amortisation and impairment		(13,190)	(13,339)
Operating profit/(loss)		**8,114**	**15,051**
Financial expenses	10	(8,219)	(9,400)
Financial income		481	1,278
Exchange rate gains/(losses) and net gain/(loss) on derivatives		(17)	(3)
Profit/(loss) before tax		**359**	**6,926**
Income tax	16	(897)	(2,517)
Net profit/(loss) for the period:		**(538)**	**4,409**

Statement of Comprehensive Income

	For the six months ended 30 June (unaudited) 2014	2015
	(in thousands of €)	
Net profit/(loss) for the period	**(538)**	**4,409**
Other components of comprehensive income that may subsequently be reclassified to the income statement	-	-
Other components of comprehensive income that may not subsequently be reclassified to the income statement		
(Losses)/gains on remeasurement of defined benefit plans	(449)	324
Tax effect	123	(89)
Total other components of comprehensive income that may not subsequently be reclassified to the income statement	**(326)**	**235**
Total comprehensive income/(loss) for the period:	**(864)**	**4,644**

Explanatory Notes

1 - Corporate Information

IVS Italia is a limited liability company constituted and domiciled in Italy, operating in the "Vending" sector, in the sale of products distributed through automated and semi-automated vending machines, installed at unattended sales points (companies, schools, hospitals, railway stations and other public places), which offer a 24-hour service and from which consumers purchase goods through the introduction of coins, banknotes, prepaid cards and other methods of payment.

2 - Basis of Preparation and Changes to the Group's Accounting Policies

The interim financial statements as of and for the six months ended 30 June 2015 do not include all the information and disclosures required in the annual financial statements, and should be read in conjunction with IVS Italia's annual stand-alone financial statements as of and for the year ended 31 December 2014.

3 - Seasonal Factors

In the vending sector, the seasons have a significant effect on the sales mix. In warmer months, the consumption of cold drinks increases, while in colder months the consumption of coffee is more important.

However, the effect on economic result in terms of margin between the first and the second half of the calendar year is not significant, as the above-mentioned seasonal effects offset each other. On a quarterly basis, the third quarter suffers a significant effect of the holiday period concentration. The economics of the third quarter of the year in the vending sector are usually significantly worse than other three quarters.

4 - Business Combinations

On 1 January 2015, the acquisition from Ge.O.S. Sardegna S.p.A. (a Liomatic Group subsidiary) of a business unit located in Sardegna became effective: the provisional consideration transferred was equal to €2,286 thousand.

During the second quarter of 2015 IVS Italia finalized the following acquisitions:

- three new business unit (All Breaks, H2O and Sida), for a total provisional consideration of €927 thousand; and
- two business units (whose operations had been already rented from the IVS Italia since 2014), namely:
  - a business unit from Methodo S.r.l. (a vending operator located in the Central Italy) with a provisional consideration of €1,311 thousand comprised of a business unit disposed from the Issuer with a provisional consideration of €2,686 thousand, resulting in a net cash payment from the seller of €1,375 thousand; and
  - UnionCafé S.r.l., a business unit located in Northeast Italy with a consideration transferred of €706 thousand.

The acquisitions were accounted for using the acquisition method. Consequently, the condensed interim separated financial statements as of 30 June 2015 include the results of the above-mentioned businesses from the date of acquisition of control.

The aim of the business segments acquisition is the acquisition of businesses in strategic locations that improve IVS Italia's vending machine density to achieve operating and pricing synergies. IVS Italia obtained control over these business segments by acquiring mainly vending machines installed and active at customer locations from competitors. The consideration transferred is paid in cash.

These acquisitions resulted in the recognition of goodwill attributable to synergies and economies of scale expected from combining the operations of IVS Italia and these business segments. In particular, the synergies and economies of scale are connected to the increased density of vending machines in operation and pricing synergies (small competitors lack economies of scale and are hindered by limited pricing power and margin pressure).

The table below summarises the principal effects that the above operations generated on IVS Italia's financial statements:

	Provisional assessment of the fair value		**Final assessment of the fair value**
	Acquisition of Business segment from Geos Sardegna	**Other Acquisition of business segment**	**Other Acquisition of business segment**
	(in thousands of €)		
Net fixed assets	1,512	1,027	497
Deferred tax assets	-	-	-
Other non-current assets	-	-	-

Current assets	-	-	-
Non-current liabilities	(124)	-	-
Current liabilities	(9)	-	-
Non-controlling interest	-	-	-
Goodwill	907	1,102	318
Price	**2,286**	**2,129**	**815**
Analysis of cash flows of the acquisition:			
Net cash acquired (included in cash flows from investing activities)	-	-	-
Contractual price	(2,286)	(2,129)	(815)
Outstanding amount as of June 30th, 2015	(64)	147	706
Net cash flow for the acquisition	(2,350)	(1,982)	(109)

From the date of acquisition, the new business unit and subsidiaries have contributed €1,285 thousand to IVS Italia's revenues.

The goodwill recognised is attributable to synergies and other economic benefits deriving from the aggregation of the commercial operations of business segments acquired with those of IVS Italia and has been allocated to the respective cash generating unit. The goodwill is not deductible for income tax purposes, with the exception of that acquired from business unit acquisitions.

Other information:

During the six month period IVS Italia paid out a total of €3,790 thousand for the acquisition of equity investments, of which:

- €1,700 thousand for the acquisition of the residual minority interests in Ce.Da S.r.l., following the conferral of the business unit by Pag Magic S.r.l.;
- €350 thousand for the acquisition of the residual minority interests in 20.10 Vending S.r.l., following the conferral of the business unit by Coffeeitaly S.r.l.;
- €200 thousand for the acquisition of the residual minority interests in Ce.Da S.r.l., following the conferral of the business unit by DAG S.r.l.;
- €235 thousand for the acquisition of 25% of IVS Sicilia S.r.l.;
- €100 thousand for the acquisition in 2014 of 100% of Ce.Da S.r.l. from Multidrink S.r.l.;
- €1,081 thousand for the acquisition in 2014 of approximately 20% of DDS S.p.A.;
- €23 thousand for the acquisition of the residual minority interests 2014 in 20.10 Vending S.r.l., following the conferral of the business unit by AD Products S.r.l.;
- €81 thousand for the acquisition in 2013 of 75% of IVS Sicilia S.r.l.;
- €20 thousand for the acquisition in 2013 of the residual minority interests in Eur Coffee S.r.l.;

and a total of €823 thousand for investments in business units, of which principally:

- €760 thousand for the acquisition of the other business units mentioned above;
- €63 thousand for business units acquired in 2013.

As of 30 June 2015 the residual balance payable for the acquisition of the abovementioned business units amounted to a total of €470 thousand, while the residual balance payable for the acquisition of equity investments amounted to €4,539 thousand and relates mainly to acquisitions made during the year.

Transaction costs arising from these transactions were charged to the income statement under the heading "Other non-recurring income/expenses" and were included in the cash flows from operating activities in the statement of cash flows.

5 - Intangible Assets

The table below shows changes in the value of intangible assets during the period:

	As of 30 June (unaudited)	
	2014	2015
	(in thousands of €)	
Net book value at 1 January	**5,862**	**8,697**
Additions	84	53
Disposals	-	(224)
Amortisation charge	(987)	(1,096)
Reclassification	50	-
Business combinations	1,633	835
Finalisation of purchase price allocation provisionally accounted for in the previous period	-	(104)
Net book value at 30 June	**6,642**	**8,161**

The disposal of €224 thousand is due to the sale of business units finalized with Methodo S.r.l.

6 - Goodwill

The table below shows changes in the value of goodwill during the period:

	As of 30 June (unaudited)	
	2014	2015
	(in thousands of €)	
Net book value at 1 January	**239,624**	**257,308**
Additions	-	-
Disposals	(910)	(2,167)
Write-downs	-	-
Reclassification	-	-
Exchange rate difference movements	-	-
Business combinations	10,077	2,327
Finalisation of purchase price allocation provisionally accounted for in the previous period	-	(330)
Net book value at 30 June	**248,791**	**257,138**

The change in "Business Combinations" of €2,327 thousand relates to operations described in Note 4 above. The disposal of €2,167 thousand is principally due to the sale of business units finalized with Methodo S.r.l.

Impairment:

Goodwill is tested for impairment annually (as of 31 December) and when circumstances indicate the carrying value may be impaired. IVS Italia's impairment test for goodwill is based on value-in-use calculations. The key assumptions used to determine the recoverable amount for each of the cash generating units were disclosed in the annual financial statements for the year ended 31 December 2014.

To review its impairment indicators IVS Italia evaluates, among other factors:

- its positive performance, that is consistent with assumptions embedded in the business plan 2015–2017; and
- the decrease in the discount rate (6.57%), with regard to that applied in the impairment tests as of 31 December 2014 (6.75%);

Considering these elements, IVS Italia did not identify any indicators of impairment since the most recent year-end. As a result IVS Italia did not perform any impairment test at 31 June 2015.

7 - Property, Plant and Equipment

The table below shows the changes in historical cost values and in accumulated depreciation during the period:

	As of 30 June (unaudited)	
	2014	2015
	(in thousands of €)	
Net book value at 1 January	**111,502**	**109,353**
Additions	11,012	14,434
Disposals	(3,447)	(2,744)
Amortisation charge	(12,203)	(12,243)
Reclassification	(50)	-
Business combinations	3,891	2,201
Net book value at 30 June	**110,705**	**111,001**

"Additions" include the new building located in Sassari.

8 - Equity Investments and Financial Receivables

Equity investments and financial receivables are comprised as follows:

	As of 31 December (audited)	As of 30 June (unaudited)	
	2014	2015	Change
	(in thousands of €)		
Equity investments	39,878	47,234	7,356
Financial receivables	8,823	15,909	7,086
Total	**48,701**	**63,143**	**14,442**

The table below shows the movements in equity investments in subsidiary, associated and other companies during the period:

	(in thousands of €)
At 31 December 2014	**39,878**
Acquisitions/increases	7,356
Disposals/decreases	-
Value adjustments	-
At 30 June 2015	**47,234**

The acquisitions/increases refer to:

- CE.DA S.r.l. (€5,880 thousand), acquisition of the shares previously issued and subscribed by a third party in exchange of a vending branch of business operating in the Lazio and Calabria areas;
- 20.10 Vending S.r.l. (€750 thousand): acquisition of the shares previously issued and subscribed by a third party in exchange of a vending branch of business operating in the Lazio area;
- acquisition of minority's shares of IVS Sicilia S.r.l. (€477 thousand); and
- €249 thousand for other minor investments on subsidiaries equity.

Equity investments in subsidiary or associated companies are subject to impairment testing in the presence of indications that they may have suffered a loss in value, comparing the carrying value to the recoverable value. IVS Italia did not identify any indicators of impairment since the most recent year-end. As a result IVS Italia did not perform any impairment test at 30 June 2015.

A list of the equity investments in subsidiary and associated companies at 30 June 2015 is shown below:

Company name	Registered office	% owned	Carrying value of investment
Eurovending S.r.l.	Italy	70%	339
DDS Spa	Italy	91%	8,668
Dav S.L.	Spain	78%	10,745
20.10 Vending S.r.l.	Italy	100%	3,982
CE.DA S.r.l.	Italy	100%	9,047
Commerciale Distributori S.r.l.	Italy	100%	10
IVS France Sas	France	87%	8,848
IVS Sicilia S.r.l.	Italy	100%	1,908
IVS Sicilia S.p.A.	Italy	92.6%	178
Industria e Università S.r.l.	Italy	0.04%	5
Ciesse Caffè S.r.l.	Italy	26%	212
Ristora System S.r.l.	Italy	30%	1,888
Universo Vending S.r.l.	Italy	25%	200
GE.O.S Sicilia S.r.l.	Italy	20%	2
Time Vending S.r.l.	Italy	50%	1,042
Cialdamia S.r.l.	Italy	50%	160
Total			**47,234**

The table below shows a summary of the loans granted by IVS Italia to Group companies in order to fund the development and growth of their business activities.

Company name	June 30th, 2015	December 31st, 2014	Variation
		(thousands of €)	
Venpay S.p.A.	7,055	-	7,055
IVS France Sas	4,503	4,492	11
Cialdamia S.r.l.	340	490	(150)
Commerciale Distributori S.r.l.	102	-	102
IVS Sicilia S.p.a.	1,888	1,888	-
Ge.o.s Sicilia	165	160	5
DAV	1,856	1,793	63
Total	**15,909**	**8,823**	**7,086**

With respect to the year ended 31 December 2014, the increases principally regard new loans granted and interest matured.

9 - Cash and Cash Equivalents

The following table shows cash and cash equivalents as of 31 December 2014 and 30 June 2015:

	As of 31 December (audited) 2014	As of 30 June (unaudited) 2015	Change
	(in thousands of €)		
Ordinary bank and postal accounts	41,689	31,505	(10,184)
Cash-in-hand and cash equivalents	15,866	23,364	7,498
Total	**57,555**	**54,869**	**(2,686)**

"Ordinary bank deposits and postal accounts" are mainly available on sight and bear interest at floating rates.

"Cash-in-hand and cash equivalents" are composed of cash collected from the sale of food and beverages from vending machines not yet deposited at banks at the reporting date.

10 - Financial Liabilities

The following table gives a breakdown of financial liabilities split between current and non-current and by category:

	June 30th, 2015			December 31st, 2014		
	Non-current	Current	Total	Non-current	Current	Total
	(in thousands of €)					
Due towards banks for loans	-	6,969	6,969	-	-	-
Due towards leasing companies	477	381	858	656	369	1,025
Due towards other providers of finance	300	-	300	300	-	300
Due towards shareholders for loans	103,488	-	103,488	103,446	-	103,446
Due towards subsidiary/associated companies	250,459	-	250,459	250,459	-	250,459
Due towards banks for current account overdrafts	-	-	-	-	1	1
Fair value of derivative instruments	-	-	-	-	-	-
Total	**354,724**	**7,350**	**362,074**	**354,861**	**370**	**355,231**

On 9 March 2015 IVS Italia signed an unsecured loan of €7,000 thousand with Banco Popolare Società Cooperativa with a floating interest rate indexed to EURIBOR. The amortisation schedule provides quarterly instalments up to 31 March 2019, but the lender may request the repayment at any time. The proceeds have been used to effect an intercompany loan in favour of Venpay S.p.A.

Interest charges recorded in the period for an amount equal to €8,963 thousand relate to the financial liability due towards IVS F and the Issuer.

11 - Net Financial Position

The table below shows the value and composition of the net financial position of IVS Italia as of 31 December 2014 and 30 June 2015:

	As of 31 December (audited)	As of 30 June (unaudited)
	2014	2015
	(in thousands of €)	
Current financial receivables	8,786	16,264
Cash and cash equivalents	57,555	54,869
Derivative assets	-	-
Liquidity	**66,341**	**71,133**
Short-term loans	370	7,350
Derivative instruments	-	-
Current financial debt	**370**	**7,350**
Medium/long-term loans	251,415	251,236
Due towards shareholders for loans	103,446	103,488
Non-current financial debt	**354,861**	**354,724**
Net financial indebtedness	**288,890**	**290,941**

12 - Shareholders' Equity

The share capital as of 30 June 2015 was comprised of 4,333,334 ordinary shares, without par value, fully underwritten and paid-up. No warrants or other accessory rights have been issued. IVS Italia's shares are pledged as security for the Existing Notes. In the absence of prejudicial events, the shareholders maintain their voting rights in the shareholders' meetings.

The following movements in shareholders' equity took place during the half-year 2015:

- Carry forward of losses for the year ended December 31, 2014 of €3,650 thousand; and
- Gain on re-measurement of defined benefit plans of €235 thousand.

13 - Contingencies and commitments

Legal contingencies:

With a resolution dated 17 July 2014 the Italian Antitrust Authority (IAA) has started an investigation on possible agreements aimed at restricting competition between 14 companies, including IVS Italia, in the Italian market of management of vending machines for the sale of food and beverages. With resolution dated 25 February 2015 the IAA has extended the investigation to different kinds of alleged anticompetition agreements and to three more companies.

On 23 July 2015 the IAA has made available the documents upon which the investigation has started and also those seized during the investigation at the premises of all subjects involved. A trial-type hearing of IVS Italia has been scheduled for 26 October 2015. The IAA is due to complete the investigation by the end of 2015.

IVS Italia has determined that the probability of an adverse finding from the IAA investigation is low and, therefore, has made no provision for any liabilities arising therefrom.

Guarantees:

Existing guarantees at the reporting date were mostly given for loans granted by third parties to the company or for its involvement in tenders.

The following should be noted:

- the entire share capital of IVS Italia was pledged as security against the Existing Notes; and
- IVS Italia is the guarantor for Ge.O.S. Sicilia S.r.l. in favour of the Banca Nuova S.p.A. for a total amount of €195 thousand.

14 - Other Non-recurring Income and Expenses

The table below shows details of other non-recurring income and expenses:

	For the six months ended 30 June (unaudited)			
	2014	2015	Change	Change %
	(in thousands of €)			
Non-recurring income	1	1	-	-
Non-recurring expenses	(1,076)	(1,556)	(480)	45%
Total other non-recurring income and expenses	**(1,075)**	**(1,555)**	**(480)**	**45%**

Other non-recurring expenses mainly refer to:

- termination benefits of €546 thousand paid during the reporting period;

- cash shortfalls and losses of €38 thousand mainly due to theft and robberies;
- taxes, registration, notarial fees and adjustments price related to acquisitions and disposal of business units of €415 thousand;
- settlement agreement with a client of €233 thousand for reimbursement of costs of energy and water related to the management of vending machines in the period 2009-2015; and
- prior year expenses, mainly due to redevances to customers, taxes and supplier invoices totalling €324 thousand.

15 - Income Tax for the Period

Income tax for the period is comprised as follows:

	For the six months ended 30 June (unaudited)			
	2014	2015	Change	Change %
	(in thousands of €)			
Current taxation	(636)	(942)	(306)	48%
Deferred tax liability	(23)	(38)	(15)	65%
Deferred tax assets	(238)	(1,537)	(1,299)	546%
Total	**(897)**	**(2,517)**	**(1,620)**	**181%**

S. Italia Unaudited Interim Stand-alone Financial Statements and Explanatory Notes as of and for the Six Months Ended 30 June 2015

Statement of Financial Position

	Notes	As of 31 December (audited)	As of 30 June (unaudited)
		2014	2015
		(in thousands of €)	
Assets			
Non-current assets			
Intangible assets		6	5
Property, plant and equipment	3	929	608
Deferred tax assets		361	343
Total non-current assets		**1,296**	**956**
Current assets			
Inventories		2,460	2,623
Trade receivables		6,553	807
Receivables from tax authorities		755	751
Other current assets		84	1,440
Cash and cash equivalents	4, 5	29	19
Total current assets		**9,881**	**5,640**
Total assets		**11,177**	**6,596**
Liabilities and Shareholders' Equity			
Shareholders' equity			
Share capital		120	120
Reserves		3,697	3,706
Retained earnings/(losses carried forward)		(988)	(1,356)
Net income/(loss) for the period		(369)	(220)
Total shareholders' equity	6	**2,460**	**2,250**
Non-current liabilities			
Employee benefits		304	274

	Notes	As of 31 December (audited) 2014	As of 30 June (unaudited) 2015
		(in thousands of €)	
Provisions for future risks and charges		297	297
Provision for deferred taxation		130	24
Total non-current liabilities		**731**	**595**
Current liabilities			
Short-term loans	5	2,317	352
Trade payables		3,739	2,171
Tax liabilities		-	-
Other current liabilities		1,930	1,228
Total current liabilities		**7,986**	**3,751**
Liabilities associated with discontinued operations/assets held for sale			
Total liabilities		**8,717**	**4,346**
Total liabilities and shareholders' equity		**11,177**	**6,596**

Income Statement

	Note	For the six months ended 30 June (unaudited) 2014	2015
		(in thousands of €)	
Revenue from sales of goods and services		7,130	7,674
Other income and revenues		630	630
Total revenues		**7,760**	**8,304**
Cost of raw, consumable and ancillary materials		(3,116)	(3,855)
Cost of services		(622)	(690)
Personnel costs		(1,755)	(1,895)
Other operating income/(expenses)		(1,541)	(1,811)
Other non-recurring income/(expenses)		(10)	(32)
Depreciation, amortisation and impairment		(373)	(318)
Operating profit/(loss)		**343**	**(297)**
Financial expenses		(4)	(12)
Financial income		26	-
Profit/(loss) before tax		**365**	**(309)**
Current tax	8	(68)	(3)
Deferred tax		(69)	92
Net profit/(loss) for the period:		**228**	**(220)**

Statement of Comprehensive Income

	For the six months ended 30 June (unaudited) 2014	2015
	(in thousands of €)	
Net profit/(loss) for the period	**228**	**(220)**
Other components of comprehensive income that may subsequently be reclassified to the income statement	-	-
Other components of comprehensive income that may not subsequently be reclassified to the income statement		
(Losses)/gains on remeasurement of defined benefit plans	(22)	15
Tax effect	6	(4)
Total other components of comprehensive income that may not subsequently be reclassified to the income statement	**(16)**	**11**
Total comprehensive income/(loss) for the period:	**212**	**(209)**

Explanatory Notes

1 - Corporate Information

S. Italia is a limited liability company constituted and domiciled in Italy, operating in the "Vending" sector, or rather in the sale of products through automated and semi-automated vending machines installed at unattended points of sale (companies, schools, hospitals, and other public places). These machines operate 24 hours a day and allow consumers to purchase products with coins, banknotes, prepaid cards and other means of payment.

During the year 2012 S. Italia rented out its entire "vending" business unit to its affiliated company IVS Italia, while during the year 2013 the following operations, formalised in December 2012, took effect:

1. termination of the contract for the rental of the business unit situated in Seriate (BG) operating in the purchase, preparation and the sale of vending machines between the Issuer and S. Italia; and

2. stipulation of a business unit rental contract with the affiliated company IVS Italia, with which S. Italia took over the management and operation of the commercial business unit operating in the sale of food and beverages from vending machines sector, in particular the business of the purchase, revision/repair and resale of used vending machines at the Orio al Serio and Pomezia branches (revamping activity).

The annual rental fee is equal to €300 thousand.

2 - Basis of Preparation and Changes to the Group's Accounting Policies

The interim financial statements as of and for the six months ended 30 June 2015 do not include all the information and disclosures required in the annual financial statements, and should be read in conjunction with S. Italia's annual financial statements as of and for the year ended 31 December 2014.

3 - Property, plant and equipment

The table below shows the changes in historical cost values and in accumulated depreciation during the period:

	As of 30 June (unaudited)	
	2014	2015
	(in thousands of €)	
Net book value at 1 January	**1,629**	**929**
Additions	1	4
Disposals	-	(8)
Amortisation charge	(372)	(317)
Net book value at 30 June	**1,258**	**608**

As of 30 June 2015 S. Italia had no financial leasing operations or other leasing or rental contracts considered as financial leasing as defined by international accounting standards.

4 - Cash and Cash Equivalents

The following table shows cash and cash equivalents as of 31 December 2014 and 30 June 2015:

	As of 31 December (audited)	As of 30 June (unaudited)	
	2014	2015	Change
	(in thousands of €)		
Ordinary bank and postal accounts	27	16	(11)
Cash-in-hand and cash equivalents	2	3	1
Total	**29**	**19**	**(10)**

"Ordinary bank deposits and postal accounts" are mainly available on sight and bear interest at floating rates.

5 - Net Financial Position

The Company had the following net financial debt as of 31 December 2014 and 30 June 2015:

	As of 31 December (audited)	As of 30 June (unaudited)
	2014	2015
	(in thousands of €)	
Current financial assets	-	1,310
Cash and cash equivalents	29	19
Liquidity	**29**	**1,329**
Short-term loans payable	(2,317)	(352)
Shareholder loans	-	-
Current financial debt	**(2,317)**	**(352)**
Medium/long-term loans	-	-
Shareholder loans	-	-
Non-current financial debt	**-**	**-**
Net financial debt	**(2,288)**	**977**

The total net financial position of S. Italia is €977 thousand as of 30 June 2015, and it is comprised principally of cash pooling credit for €1,310 thousand towards the Issuer, net of bank overdraft of €352 thousand.

6 - Shareholders' Equity

The share capital of S. Italia as of 30 June 2015 is comprised of 120,000 ordinary shares, without nominal value, fully underwritten and paid up. No warrants or other accessory rights have been issued. S. Italia's shares are pledged as security for the Existing Notes.

The only one movement in shareholders' equity during the six months ended 30 June 2015 is the allocation of the result for the year ended 31 December 2014.

7 - Contingencies and Commitments

Fiscal Contingencies: The claim with the Italian fiscal authority concerning the offset by S. Italia of a VAT credit filed in the year 2011 regarding the year ended 31 December 2010 is still in progress because, notwithstanding that in May 2015 the Company obtained a favourable decision on its appeal, the term granted to the Italian fiscal authority to investigate the credit has not yet expired.

Guarantees: S. Italia has not issued any guarantee as of June 30, 2015.

Commitments: The entire share capital of S. Italia has been pledged as security against the Existing Notes.

8 - Income Tax for the Period

Income tax for the period is comprised as follows:

	For the six months ended 30 June (unaudited)			
	2014	2015	Change	Change %
	(in thousands of €)			
Current taxation	(68)	(3)	65	(95)%
Deferred tax liability	-	110	110	100%

	For the six months ended 30 June (unaudited)			
	2014	2015	Change	Change %
	(in thousands of €)			
Deferred tax assets	(69)	(18)	51	(74)%
Total	**(137)**	**89**	**226**	**(165)%**

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