

Appendix " 2 " to the main contract

TRUSTEESHIP COMPENSATIONS**PRICE LIST****APPLICATION FEES**
Creation of the mandate/increments

Transactions within Italy	€ 850.00 + VAT
Transaction in foreign countries	€ 1,500.00 + VAT

ANNUAL OPERATIONS FEE (CALENDAR YEAR)
(% on the owned property)

From € 1.00= to € 500,000.00.=(*)	€ 950.00 + VAT
-----------------------------------	----------------

From € 500,000.01= to € 5,000,000.00.=	0.2% with a fixed minimum fee of € 1,500.00 + VAT
--	---

From € 5,000,000.01= to € 10,000,000.00.=	0.125% of the property
---	------------------------

(*) a 33.33% discount is applied to simple partnerships (società semplici) or to partnerships (società di persone) with minimum capitalisation.

FEES FOR OPENING THE CONTRACT

(Registration / establishment / purchase)

- Stamps for opening the contract	€ 16.00.=
- Administrative/Secretarial costs	€ 60.00.=+VAT

FEES FOR CLOSING THE CONTRACT

(Re-registration / sale)

- Stamps for closing the contract	€16.00.=
- Administrative/Secretarial costs (**)	€100.00.=+VAT

(**)amount applied based on the last administrative costs.

INTERNAL ENDORSEMENT FEES

- Stamps for opening the contract	€ 16.00.=
- Stamps for closing the contract	€ 16.00.=
- Commissions	0.05% of the value of the transaction with a fixed minimum fee of € 150.00 and a maximum fee of € 1,500.00

FEES FOR ISSUING DOCUMENTS

- Proxy for assemblies	€ 0.00.=+VAT
- Notarised power of attorney (including notary)	€ 150.00.=+VAT
- CCIAA (Italian Chamber of Commerce)	€ 150.00.=+VAT
	€ 25.00.=+VAT

N.B. The stamps under the Italian Legislative Decree 201, Article 19 as of 2011 converted into Law n° 214 as of 2011, will be applied in compliance with the law. The duties under article 68 of the Italian Legislative Decree n° 83 as of 2012 will also be applied, if due.

OUT OF THE OFFICE SERVICES FEE

Fees a + b

a) Services from our officer:

- Up to two hours	(travel included)	€ 450.00.=+VAT
- Up to four hours	(travel included)	€ 850.00.=+VAT
- Up to eight hours	(travel included)	€ 1,200.00.=+VAT

b) Travel expenses:

- in Lombardy	€350.00.=+VAT
- in the north of Italy	€650.00.=+VAT
- in the rest of Italy: airfares, train fares or "ACI" (Automobile Club d'Italia) mileage are directly charged to the client.	€1,000.00.=+VAT

c) Other documents or services will be agreed separately.

GENERAL CONDITIONS

The compensations detailed above are to be paid in advance in a single annual instalment. They mature over a calendar year or a six-month period and concern the value of the transactions involving securities, object of this trusteeship, starting from the six-month period when the mandate is signed.

The appointments related to shareholders' contributions or non interest-bearing loans, even though they concern existing administrative contracts of capital shares or shares, are processed for all intents and purposes separately and independently.

Any increase or decrease of the entrusted assets listed in the contract, which will change the band of the administered property, will simultaneously entail a variation of the compensations due to the "società fiduciaria", according to the values indicated in the compensation table above.

A notary deed is required for all the operations of PURCHASE, SALE, REGISTRATION, RE-REGISTRATION and ESTABLISHMENT. If the notary office is in the centre of Milan, the cost is included in the section "APPLICATION FEES". If it is somewhere else, the fees of the section "OUT OF THE OFFICE SERVICES FEE" are applied. If the principal claims one of the above mentioned documents to be drawn up by an accountant or another licensed professional, **the fee will be increased by € 2,000.00 + VAT due to the document application on behalf of the "fiduciaria".**

All extraordinary or professional interventions, which are not included above, and all further specific expenses (such as travel expenses, duties and taxes on assignments, notary, registration, deposit, endorsement expenses, etc.) will be charged separately, also if the "fiduciaria" exercises the right to terminate the contract.

The minimum fee for each contract is of **€ 400.00 + VAT**, even for periods shorter than a year.

If the parties terminate the contract, the TRUSTOR recognizes that the failure to comply with the contract obligation of reassigning or delivering the assets under the mandate, will make the "FIDUCIARIA" a nominee and/or custodian of the assets and, therefore, the "FIDUCIARIA" shall not accomplish any administrative task concerning the assets until their withdrawal. The TRUSTOR thus expressly recognises the "FIDUCIARIA" the right to receive the same fees detailed in the paragraph "ANNUAL OPERATIONS FEE" of this price list, part of this appendix 2, in compliance with all the conditions provided for, and up to the moment when the TRUSTOR will enable the "FIDUCIARIA" to perform the operations required, also by law, to terminate the contract.

The CONTRACTOR also declares he/she approves the following rules:

- the price list will automatically be applied to all value or quantity increases of the assets and rights under trusteeship, including those deriving from contributions, deposits and non interest-bearing loans.

- the CONTRACTOR commits to pay the "FIDUCIARIA" a conventional reimbursement in lump sum for expenses, amounting to **€ 30.00=** for each two-month payment reminder of outstanding charges, concerning the related contract.

- the CONTRACTOR expressly recognises the right of the "FIDUCIARIA" to suspend the performance of its obligations and the implementation of the CONTRACTOR's instructions in compliance with article 1460 of the Italian Civil Code (Codice Civile), and to forward the correspondence sent to the third party elected domicile, to the personal residence address of the CONTRACTOR, without advance notice, if the delay of the payment of debited sums concerning commissions and expenses exceeds 60 (sixty) days, save further rights provided for in the mandate or by law.

- The CONTRACTOR acknowledges that, in the event the debited sums will not be paid, after the second payment reminder, the "FIDUCIARIA" will recover the debts owned to it taking legal actions also through external lawyer/s, and debiting any further expense solely to the CONTRACTOR.

The "Fiduciaria" is as of now authorised to collect the sums due through payment instructions, that may be permanent, given to the Credit Institution and financed through the account of the CONTRACTOR (if any), save, in any case, the right of the "FIDUCIARIA" to request the payment of the commissions due directly to the CONTRACTOR, by means of direct payment or bank transfer.

The commissions are also due in the event the company under the trusteeship is put into liquidation or goes bankrupt. The contract is terminated, and commissions are no longer due, if the assets are re-registered or upon completion of the liquidation. If the company under the trusteeship is put into liquidation, the "Fiduciaria" cannot vote at a shareholders' meeting to dissolve the company, and it therefore shall re-register the capital shares/shares in the name of the principal.

The CONTRACTOR - here referencing in its entirety the signed trusteeship of which this "Appendix 2" forms integral part - expressly acknowledges that the right of the "FIDUCIARIA" to receive the commissions for trust services, as detailed in this price list, accrues over the whole duration of the trust holding and/or deposit service concerning the assets under the mandate and, in any case, until the assets are delivered to the CONTRACTOR or to third parties.

In acceptance Comitalia S.p.A.

Signed by the Contractor
