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OFFERING MEMORANDUM **NOT FOR GENERAL DISTRIBUTION IN THE UNITED STATES**

ASR Media and Sponsorship S.p.A.
€275,000,000 5.125% Senior Secured Notes due 2024

ASR Media and Sponsorship S.p.A., a joint stock company (*società per azioni*) established under the laws of the Republic of Italy (the "**Issuer**" or "**MediaCo**") the share capital of which is owned by Associazione Sportiva Roma S.p.A., a joint stock company (*società per azioni*) established under the laws of the Republic of Italy ("**AS Roma**") and Soccer S.a.s. di Brand Management S.r.l., limited partnership (*società in accomandita semplice*) established under the laws of the Republic of Italy ("**Soccer**"), is offering €275,000,000 aggregate principal amount of its 5.125% Senior Secured Notes due 2024 (the "**Notes**"). The Notes will be issued pursuant to an indenture (the "**Indenture**") to be dated on or around August 8, 2019 (the "**Issue Date**") among, *inter alia*, the Issuer, AS Roma, Soccer, The Law Debenture Trust Corporation p.l.c. as trustee, and Unione di Banche Italiane S.p.A., as security agent.

The Notes will bear interest at a rate of 5.125% per annum. The Issuer will pay interest on the Notes semi-annually in arrears on June 30 and December 31 of each year, commencing on December 31, 2019. The Notes will mature on August 1, 2024.

At any time prior to August 1, 2021, the Issuer will be entitled, at its option, to redeem all or a portion of the Notes by paying a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest and additional amounts, if any, to the redemption date plus the relevant "make-whole" premium. In addition, at any time prior to August 1, 2021, the Issuer may redeem up to 40% of the aggregate principal amount of the Notes with the net proceeds of certain public equity offerings.

At any time on or after August 1, 2021 the Issuer may redeem all or a portion of the Notes at the redemption prices set forth in this offering memorandum (the "**Offering Memorandum**"). Upon the occurrence of certain events constituting a change of control, the Issuer may be required to make an offer to purchase the Notes at 101% of their principal amount plus accrued and unpaid interest and additional amounts, if any, to the redemption date. In the event of certain developments affecting taxation, the Issuer may redeem all, but not less than all, of the Notes at a redemption price equal to 100% of the principal amount thereof plus accrued and unpaid interest and additional amounts, if any, to the redemption date. See "*Description of the Notes*" for further information.

The Issuer will be required on June 30 and December 31 of each year, commencing on December 31, 2020, to redeem a specified portion of the Notes at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest and additional amounts, if any, to such redemption date, pursuant to an amortization schedule set forth in the Indenture and described herein. See "*Description of the Notes—Mandatory Amortization Redemption*".

The Notes will be subject to three separate partial mandatory redemptions at par on a *pro rata* basis following the end of each fiscal year of the Issuer at a redemption price of 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest and additional amounts, if any, to such redemption date, if certain conditions are met as of such fiscal year end. See "*Description of the Notes—Mandatory Partial Redemption*".

The Notes will be senior secured obligations of the Issuer and will be guaranteed (the "**Guarantee**") on a senior basis by Soccer (in such capacity, the "**Guarantor**"). The Notes will rank equally in right of payment with all existing and future indebtedness of the Issuer that is not subordinated in right of payment to the Notes and will be senior in right of payment to all existing and future indebtedness of the Issuer that is subordinated in right of payment to the Notes. On or about the Issue Date or, in respect to certain security interests, by the time provided for under the relevant security document, the Notes will be secured on a first-ranking basis by the Collateral. See "*Description of the Notes—Security—The Collateral*". In addition, the Guarantee and the security interests in the Collateral may be released under certain circumstances and the Guarantee and the Collateral may be subject to legal and contractual limitations. See "*Risk Factors—Risks Related to the Notes and the Collateral*" and "*Limitations on Validity and Enforceability of the Guarantee and the Collateral and Certain Insolvency Law Considerations*". Subject to and as set forth in "*Description of the Notes—Withholding Taxes*", the Issuer will not be liable to pay any additional amounts to holders of the Notes if any withholding or deduction is required pursuant to Italian Legislative Decree No. 239 of April 1, 1996 (as the same may be amended or supplemented from time to time) ("**Decree No. 239**") or pursuant to Italian Legislative Decree No.

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461 of November 21, 1997 (as the same may be amended or supplemented from time to time) ("**Decree No. 461**"), except where the procedures required under Decree No. 239 in order to benefit from an exemption have not been complied with due to the actions or omissions of the Issuer. Although we believe that, under current law, Italian withholding tax will not be imposed under Decree No. 239 or Decree No. 461 where a noteholder is resident for tax purposes in a country which allows for a satisfactory exchange of information with Italy (as currently identified by the Italian tax authorities in Italian Ministerial Decree of September 4, 1996, as subsequently amended and supplemented or once effective in any other decree that will be issued in the future under Article 11(4)(c) of Decree No. 239 of April 1, 1996) (the "**White List**") and such noteholder complies with certain certification requirements, there is no assurance that this will be the case. Moreover, noteholders will bear the risk of any change in Decree No. 239 after the date hereof, including any change in the White List.

There is currently no public market for the Notes. Application will be made to have the Notes admitted to trading on the Official List of the Luxembourg Stock Exchange and to be listed on the Euro MTF Market upon their issuance.This Offering Memorandum includes information on the terms of the Notes, including redemption and repurchase prices, covenants and transfer restrictions. This Offering Memorandum constitutes a prospectus for purposes of Part IV of the Luxembourg law on prospectus for securities dated July 16, 2019.

The Notes and the Guarantee have not been and will not be registered under the U. S. Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any other jurisdiction. Accordingly, the Notes are being offered and sold inside the United States only to qualified institutional buyers ("QIBs") in accordance with Rule 144A under the Securities Act ("Rule 144A") and outside the United States to non-U. S. persons in offshore transactions in accordance with Regulation S under the Securities Act ("Regulation S"). Prospective purchasers that are QIBs are hereby notified that the Initial Purchasers may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. See "*Notice to Investors*" and "*Plan of Distribution*".

The Notes will be issued in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof. The Notes will be represented upon issuance by one or more global notes in registered form, which we expect will be deposited with and registered in the name of a nominee for a common depositary for Euroclear SA/NV ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream**") on the Issue Date. See "*Book-Entry, Delivery and Form*".

Investing in the Notes involves a high degree of risk. See "*Risk Factors*" beginning on page 27.

ISSUE PRICE: 100.000% PLUS ACCRUED INTEREST, IF ANY, FROM THE ISSUE DATE

We expect that the Notes will be delivered in book-entry form through Euroclear and Clearstream on or about August 8, 2019.

Joint Bookrunners

Goldman Sachs International **J.P. Morgan**

Co-Manager

UBI Banca

The date of this Offering Memorandum is August 30, 2019.

IMPORTANT INFORMATION ABOUT THIS OFFERING MEMORANDUM

We are offering the Notes in reliance on exemptions from the registration requirements of the U. S. Securities Act of 1933, as amended (the "**Securities Act**"). These exemptions apply to offers and sales of securities that do not involve a public offering. The Notes have not been recommended by any U. S. federal or state, or any non-U. S., securities authorities, nor have any such authorities determined that this Offering Memorandum is accurate or complete. Any representation to the contrary is a criminal offense in the United States.

This Offering Memorandum is personal to each offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire any of the Notes. Each prospective investor, by accepting delivery of this Offering Memorandum, agrees to the foregoing and to make no photocopies of this Offering Memorandum or any documents referred to in this Offering Memorandum.

You are not to construe the contents of this Offering Memorandum as investment, legal or tax advice. You should consult your own counsel, accountant and other advisors as to the legal, tax, business, financial and related aspects of purchasing the Notes. You are responsible for making your own examination of the Issuer and your own assessment of the merits and risks of investing in the Notes. We are not, and none of the Trustee, the Security Agent, Goldman Sachs International, J. P. Morgan Securities plc ("**J.P. Morgan**") and Unione di Banche Italiane S.p.A. ("**UBI Banca**" and, together with Goldman Sachs International and J.P. Morgan, the "**Initial Purchasers**") are, making any representation to you regarding the legality of an investment in the Notes by you under applicable investment or similar laws. You may contact us if you need any additional information.

No person is authorized in connection with any offering made by this Offering Memorandum to give any information or to make any representation not contained in this Offering Memorandum and, if given or made, any other information or representation must not be relied upon as having been authorized by us or the Initial Purchasers. The information contained in this Offering Memorandum is as of the date hereof and subject to change, completion or amendment without notice. The delivery of this Offering Memorandum at any time after the date hereof shall not, under any circumstances, create any implication that there has been no change in the information set forth in this Offering Memorandum or in our affairs since the date of this Offering Memorandum. The information contained in this Offering Memorandum has been furnished by us and other sources we believe to be reliable. No representation or warranty, express or implied, is made by the Initial Purchasers, the Trustee or the Agents or any of their respective directors, affiliates, advisors and agents as to the accuracy or completeness of any of the information set forth in this Offering Memorandum, and nothing contained in this Offering Memorandum is, or shall be relied upon as, a promise or representation by the Initial Purchasers or their respective directors, affiliates, advisors and agents, whether as to the past or the future. Certain documents are summarized herein, and such summaries are qualified entirely by reference to the actual documents, copies of which will be made available to you upon request. By receiving this Offering Memorandum, you acknowledge that you have not relied on the Initial Purchasers, the Trustee or the Agents or any of their respective directors, affiliates, advisors and agents in connection with your investigation of the accuracy of this information or your decision to invest in the Notes. We undertake no obligation to update this Offering Memorandum or any information contained in it, whether as a result of new information, future events or otherwise, save as required by law. By purchasing the Notes you will be deemed to have acknowledged that:

- you have reviewed this Offering Memorandum; and
- you have had an opportunity to request any additional information that you need from us.

This Offering Memorandum does not constitute an offer to sell or an invitation to subscribe for or purchase any of the Notes in any jurisdiction in which such offer or invitation is not authorized or to any person to whom it is unlawful to make such an offer or invitation. You must comply with all laws that apply to you in any place in which you buy, offer or sell any of the Notes or possess this Offering Memorandum. You must also obtain any consents or approvals that you need in order to purchase any of the Notes. We and the Initial Purchasers are not responsible for your compliance with these legal requirements.

The Notes are subject to restrictions on resale and transfer as described under "*Notice to Investors*" and "*Plan of Distribution*". By purchasing any of the Notes you will be deemed to have made certain acknowledgments, representations and agreements as described in those sections of this Offering Memorandum. You may be required to bear the financial risks of investing in the Notes for an indefinite period of time.

We reserve the right to withdraw the Offering at any time. We are making the Offering subject to the terms described in this Offering Memorandum and the purchase agreement relating to the Notes (the "**Purchase Agreement**"). We and the Initial Purchasers may, for any reason, reject any offer to purchase the Notes in whole or in part, sell less than the entire principal amount of the Notes offered hereby or allocate to any purchaser less than all of the Notes for which it has subscribed.

We will apply to have the Notes listed on the Official List of the Luxembourg Stock Exchange and admitted for trading on the Euro MTF Market of the Luxembourg Stock Exchange. In the course of any review by the competent authority, we may be required (under applicable law, rules, regulations or guidance applicable to the listing of securities or otherwise) to make certain changes or additions to or deletions from the description of our business, financial

statements and other information contained herein in producing listing particulars for such listing. Comments by the competent authority may require significant modification or reformulation of information contained in this Offering Memorandum or may require the inclusion of additional information in the listing particulars. We may also be required to update the information in this Offering Memorandum to reflect changes in our business, financial condition or results of operations and prospects since the publication of this Offering Memorandum. We cannot guarantee that such application for the admission of the Notes to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Euro MTF Market of the Luxembourg Stock Exchange will be approved as of the settlement date for the Notes or, with respect to the listing on the Luxembourg Stock Exchange, at any time thereafter, and settlement of the Notes is not conditioned on obtaining this listing. Following the listing, the relevant listing particulars will be available at the offices of the Listing Agent (as defined herein). Any investor or potential investor in the European Economic Area should not base any investment decision relating to the Notes on the information contained in this Offering Memorandum after publication of the listing particulars and should refer instead to the listing particulars.

The Issuer accepts responsibility for the information contained in this Offering Memorandum. To the best of the knowledge and belief of the Issuer, having taken all reasonable care to ensure that such is the case, the information contained in this Offering Memorandum is in accordance with the facts and does not omit anything material that is likely to affect the import of such information. There has been no material adverse change in the prospects of the Issuer since the date of the last financial information included in this Offering Memorandum. However, the content set forth under the headings "*Exchange Rate Information*", "*Industry*", "*Issuer's Business*" and "*AS Roma's Business*" include extracts from information and data, including industry and market data, released by publicly available sources or otherwise published by third parties. While the Issuer accepts responsibility for accurately extracting and summarizing such information and data, none of the Issuer, the Initial Purchasers, the Trustee or the Agents has independently verified the accuracy of such information and data, and none of the Issuer, the Initial Purchasers, the Trustee or the Agents accepts any further responsibility in respect thereof. Furthermore, the information set forth in relation to sections of this Offering Memorandum describing clearing and settlement arrangements, including the section entitled "*Book-Entry, Delivery and Form*", is subject to change in or reinterpretation of the rules, regulations and procedures of Euroclear or Clearstream in effect as at the date of this Offering Memorandum. While the Issuer accepts responsibility for accurately summarizing the information concerning Euroclear and Clearstream, none of the Issuer, the Initial Purchasers, the Trustee or the Agents accepts further responsibility in respect of such information.

We expect that delivery of the Notes will be made against payment on the Notes on or about the date specified on the cover page of this Offering Memorandum, which will be five business days (as such term is used for purposes of Rule 15c6-1 of the U. S. Securities Exchange Act of 1934, as amended) following the date of pricing of the Notes (this settlement cycle is referred to as "**T+5**"). Under Rule 15c6-1 of the Exchange Act, trades in the secondary market generally are required to settle in two business days unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes on the date of this Offering Memorandum or the next one succeeding business day will be required to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Purchasers of the Notes who wish to make such trades should consult their own advisors.

STABILIZATION

IN CONNECTION WITH THIS OFFERING, GOLDMAN SACHS INTERNATIONAL (THE "**STABILIZING MANAGER**") (OR PERSONS ACTING ON BEHALF OF THE STABILIZING MANAGER) MAY OVER-ALLOT OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILIZING MANAGER (OR PERSONS ACTING ON BEHALF OF THE STABILIZING MANAGER) WILL UNDERTAKE STABILIZATION ACTION. ANY STABILIZATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE FINAL TERMS OF THE OFFER OF THE NOTES IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 CALENDAR DAYS AFTER THE ISSUE DATE OF THE NOTES AND 60 CALENDAR DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES.

NOTICE TO INVESTORS IN THE UNITED STATES

This offering is being made in the United States in reliance upon an exemption from registration under the U. S. Securities Act for an offer and sale of the Notes which does not involve a public offering. In making your purchase, you will be deemed to have made certain acknowledgements, representations and agreements. See "*Notice to Investors*".

This Offering Memorandum is being provided (1) to a limited number of U. S. investors that we reasonably believe to be "qualified institutional buyers" ("**QIBs**") under Rule 144A under the U. S. Securities Act for informational use solely in connection with their consideration of the purchase of the Notes and (2) to non-U. S. persons (as defined in Regulation S) outside the United States pursuant to offshore transactions complying with Rule 903 or Rule 904 of Regulation S under the U. S. Securities Act. The Notes described in this Offering Memorandum have not been registered with, recommended by or approved by the Securities and Exchange Commission (the "**SEC**"), any state securities commission in the United States or any other securities commission or regulatory authority, nor has the SEC, any state securities commission in the United States or any such securities commission or authority passed upon the

accuracy or adequacy of this Offering Memorandum. Any representation to the contrary is a criminal offense in the United States.

NOTICE TO CERTAIN INVESTORS

Canada. The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Offering Memorandum (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 *Underwriting Conflicts* ("**NI 33-105**"), the Initial Purchasers are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

European Economic Area. This Offering Memorandum has been prepared on the basis that any offer of the Notes in any member state of the EEA will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of Notes. This Offering Memorandum is not a prospectus for the purposes of the Prospectus Regulation. The expression "Prospectus Regulation" means Regulation (EU) 2017/1129 (as amended or superseded), and includes any relevant implementing measure in the member state concerned.

Professional Investors and ECPs Only Target Market

Solely for the purposes of each manufacturer's approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. The target market and distribution channel(s) may vary in relation to sales outside the EEA in light of local regulatory regimes in force in the relevant jurisdiction. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

Prohibition of Sales to EEA Retail Investors

The Notes are not intended to be offered, sold to and should not be offered, sold to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2016/97/EU (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. No key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared. Offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

United Kingdom. This Offering Memorandum is for distribution only to, and is only directed at, persons who (i) have professional experience in matters relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Financial Promotion Order**"), (ii) are persons falling within Article 49(2)(a) to (d) ("high net worth companies, unincorporated associations, etc") of the Financial Promotion Order, (iii) are outside the United Kingdom or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of any Notes may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as "**relevant persons**"). This Offering Memorandum is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this document relates is available only to relevant persons and will be engaged in only with relevant persons.

Italy. The Offering has not been cleared by the *Commissione Nazionale per la Società e la Borsa* ("**CONSOB**") (the Italian securities exchange commission), pursuant to Italian securities legislation and will not be subject to formal review by CONSOB. Accordingly, no Notes may be offered, sold or delivered, directly or indirectly nor may copies of this Offering Memorandum or of any other document relating to the Notes be distributed in the Republic of Italy, except (a) to qualified investors (*investitori qualificati*) as referred to in Article 100 of the Italian Legislative Decree No. 58 of

February 24, 1998, as amended (the "**Italian Financial Act**"), and as defined in Article 35, first paragraph, letter (d) of CONSOB Regulation No. 20307 of February 15, 2018, as amended ("**Regulation 20307**"), pursuant to Article 34-*ter*, first paragraph letter (b) of CONSOB Regulation No. 11971 of May 14, 1999, as amended (the "**Issuer Regulation**"), implementing Article 100 of the Italian Financial Act; and (b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Italian Financial Act and the implementing CONSOB regulations, including the Issuer Regulation.

Each Initial Purchaser has represented and agreed that any offer, sale or delivery of the Notes or distribution of copies of this Offering Memorandum or of any other document relating to the Notes in the Republic of Italy will be carried out in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations.

Any such offer, sale or delivery of the Notes or distribution of copies of this Offering Memorandum or any other document relating to the Notes in the Republic of Italy must be in compliance with the selling restrictions under (a) and (b) above and must be:

(a) made by *soggetti abilitati* (including investment firms, banks or financial intermediaries, as defined by Article 1, first paragraph, letter r), of the Italian Financial Act), to the extent duly authorized to engage in the placement and/or underwriting and/or purchase of financial instruments in the Republic of Italy in accordance with the relevant provisions of the Italian Financial Act, the Regulation 20307, as amended, Italian Legislative Decree No. 385 of September 1, 1993, as amended (the "**Italian Banking Act**"), the Issuer Regulation and any other applicable laws and regulations; and

(b) in compliance with all relevant Italian securities, tax, exchange control and any other applicable laws and regulations and any other applicable requirement or limitation that may be imposed from time to time by CONSOB, the Bank of Italy (including, the reporting requirements, where applicable, pursuant to Article 129 of the Italian Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) or any other relevant Italian competent authorities.

Any investor purchasing the Notes is solely responsible for ensuring that any offer or resale of the Notes by such investor occurs in compliance with applicable laws and regulations.

For a further description of certain restrictions on offers and sales of the Notes and the distribution of this Offering Memorandum in the Republic of Italy, see "*Notice to Investors.*"

Grand Duchy of Luxembourg. This Offering Memorandum has not been approved by and will not be submitted for approval to the Luxembourg financial sector supervisory commission, the "*Commission de Surveillance du Secteur Financier"* (the "**Luxembourg competent authority**") for purposes of public offering or sale of the Notes in the Grand Duchy of Luxembourg. Accordingly, the Notes may not be offered or sold to the public in the Grand Duchy of Luxembourg, directly or indirectly, and neither this Offering Memorandum nor any other circular, prospectus, form of application, advertisement, communication or other material may be distributed, or otherwise made available in or from, or published in, the Grand Duchy of Luxembourg except for the sole purpose of the admission to trading of the Notes on the Euro MTF Market of the Luxembourg Stock Exchange and to listing of the Notes on the Official List of the Luxembourg Stock Exchange and except if the offer benefits from an exemption to or constitutes a transaction otherwise not subject to the requirements to publish a prospectus for the purpose of the Luxembourg act dated July 10, 2005 relating to prospectuses for securities, as amended, and implementing the Prospectus Regulation. The expression "Prospectus Regulation" means Regulation (EU) 2017/1129 (as amended or superseded) and includes any delegated regulations and any relevant implementing measure in the Relevant Member State.

France. This Offering Memorandum has not been prepared and is not being distributed in the context of a public offering of financial securities in France (*offre au public de titres financiers*) within the meaning of Article L. 411-1 of the French *Code Monétaire et Financier* and Title I of Book II of the *Règlement Général* of the *Autorité des marchés financiers* (the French financial markets authority) (the "**AMF**"). Consequently, the Notes may not be, directly or indirectly, offered or sold to the public in France, and neither this Offering Memorandum nor any offering or marketing materials relating to the Notes must be made available or distributed in any way that would constitute, directly or indirectly, an offer to the public in France.

The Notes may only be offered or sold in France to qualified investors (*investisseurs qualifiés*) acting for their own account and/or to providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), all as defined in and in accordance with Articles L.411-1, L.411-2, D.411-1, D.744-1, D.754-1 and D.764-1 of the French *Code Monétaire et Financier* and applicable regulations thereunder.

Prospective investors are informed that:

- this Offering Memorandum has not been and will not be submitted for clearance to the AMF;

- in compliance with Articles L.411-2, D.411-1, D.744-1, D.754-1 and D.764-1 of the French *Code Monétaire et Financier*, any qualified investors subscribing for the Notes should be acting for their own account; and

- the direct and indirect distribution or sale to the public of the Notes acquired by them may only be made in compliance with Articles L.411-1, L.411-2, L.412-1 and L.621-8 through L.621-8-3 of the French *Code Monétaire et Financier*.

Belgium. The Offering is exclusively conducted under applicable private placement exemptions and therefore this Offering Memorandum and the Offering has not been and will not be notified to, and any other offering material relating to the Offering has not been, and will not be, approved by, the Belgian Financial Services and Markets Authority pursuant to the Belgian laws and regulations applicable to the public offering of securities. Accordingly, the Notes, this Offering Memorandum as well as any other materials relating to the Offering may not be advertised, offered or distributed in any other way, directly or indirectly, (i) to any other person located and/or resident in Belgium other than in circumstances which do not constitute an offer to the public in Belgium pursuant to the Belgian Act of June 16, 2006 on the public offering of investment instruments and the admission of investment instruments to trading on a regulated market or pursuant to the Belgian Act of July 20, 2004 on certain forms of collective management of investment portfolios or (ii) to any person qualifying as a consumer within the meaning of the Belgian Act of April 6, 2010 on market practices and consumer protection, unless such sale is made in compliance with this Act and its implementing regulation.

This Offering Memorandum has been issued to the intended recipient for personal use only and exclusively for the purpose of the Offering. Therefore, it may not be used for any other purpose, nor passed on to any other person in Belgium.

Germany. The Offering is not a public offering in the Federal Republic of Germany. The Notes may only be offered, sold and acquired in accordance with the provisions of the Securities Prospectus Act of the Federal Republic of Germany (*Wertpapierprospektgesetz*) (the "**Securities Prospectus Act**"), as amended and any other applicable German law. No application will be made under German law to permit a public offer of Notes in the Federal Republic of Germany. This Offering Memorandum has not been approved for purposes of a public offer of the Notes and accordingly the Notes may not be, and are not being, offered or advertised publicly or by public promotion in Germany. Therefore, this Offering Memorandum is strictly for private use and the offer is only being made to recipients to whom the document is personally addressed and does not constitute an offer or advertisement to the public. The Notes will only be available to, and this Offering Memorandum and any other offering material in relation to the Notes is directed only at, persons who are qualified investors (*qualifizierte Anleger*) within the meaning of Section 2, No. 6 of the Securities Prospectus Act. Any resale of the Notes in the Federal Republic of Germany may only be made in accordance with the Securities Prospectus Act and other applicable laws. The Issuer has not, and does not intend to, file a securities prospectus with the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht)* ("**BaFin**") or obtain a notification to the BaFin from another competent authority of a Member State of the European Economic Area, with which a securities prospectus may have been filed, pursuant to Section 17 Para. 3 of the Securities Prospectus Act.

The Netherlands. The Notes are and may not be offered in the Netherlands other than to persons or entities who or which are qualified investors (*gekwalificeerde beleggers*) as defined in section 1:1 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*). This Offering Memorandum has not been approved by, registered or filed with The Netherlands Authority for the Financial Markets (*Autoriteit Financiële Markten*).

Norway. This Offering Memorandum has not been and will not be filed with or approved by the Norwegian Financial Supervisory Authority, the Oslo Stock Exchange or any other regulatory authority in Norway. The Notes have not been offered or sold and may not be offered, sold or delivered, directly or indirectly, in Norway, unless in compliance with Chapter 7 of the Norwegian Securities Trading Act 2007 and secondary regulations issued pursuant thereto, as amended from time to time (the "**Securities Trading Act**"). Accordingly, this Offering Memorandum may not be made available nor may the Notes otherwise be marketed and offered for sale in Norway other than in circumstances that are deemed not to be a marketing of an offer to the public in Norway in accordance with the Securities Trading Act.

Sweden. This Offering Memorandum has not been and will not be registered with the Swedish Financial Supervisory Authority (*Sw. Finansinspektionen*). Accordingly, this Offering Memorandum may not be made available, nor may the Notes otherwise be marketed and offered for sale, in Sweden other than in circumstances that are deemed not to be an offer to the public which would require a prospectus under the Swedish Financial Instruments Trading Act (*Sw. lag (1991:980) om handel med finansiella instrument)*.

THIS OFFERING MEMORANDUM CONTAINS IMPORTANT INFORMATION WHICH YOU SHOULD READ BEFORE YOU MAKE ANY DECISION WITH RESPECT TO AN INVESTMENT IN THE NOTES.

FORWARD-LOOKING STATEMENTS

This Offering Memorandum includes forward-looking statements within the meaning of the securities laws of certain applicable jurisdictions. These forward-looking statements include all statements other than statements of historical facts contained in this Offering Memorandum, including those regarding the Issuer's and AS Roma's respective future financial position and results of operations, their strategies, plans, objectives, goals and targets, future developments in the markets in which the Issuer and AS Roma participate or are seeking to participate or anticipated regulatory changes in the markets in which the Issuer and AS Roma operate or intend to operate. In some cases, you can identify forward-looking statements by terminology such as "aim", "anticipate", "believe", "continue", "could", "estimate", "expect", "forecast", "guidance", "intend", "may", "plan", "potential", "predict", "projected", "should" or "will" or the negative of such terms or other comparable terminology.

By their nature, forward-looking statements involve known and unknown risks, uncertainties and other factors because they relate to events and depend on circumstances that may or may not occur in the future. The Issuer cautions you that forward-looking statements are not guarantees of future performance and are based on numerous assumptions and that its actual results of operations, including its financial condition and liquidity and the development of the industries in which it and AS Roma operate, may differ materially from (and be more negative than) those made in, or suggested by, the forward-looking statements contained in this Offering Memorandum. For example, some forward-looking statements, including projections, are based on an expectation of the renewal and replacement of certain existing sponsorship agreements and an expectation that new contracts may be entered into. In addition, even if the Issuer's or AS Roma's results of operations, including their respective financial condition and liquidity and the development of the industry in which they operate, are consistent with the forward-looking statements contained in this Offering Memorandum, those results or developments may not be indicative of results or developments in subsequent periods. Important risks, uncertainties and other factors that could cause these differences include, but are not limited to:

- a significant portion of our Cash Inflows derived from AS Roma's media rights Indirect Media Cash Inflows from Serie A and UEFA competitions, and any reduction in that revenue due to changes in the allocation of media rights revenue or poor on-pitch performance by AS Roma's first team could have a material adverse effect on our results of operations;
- negotiation and pricing of key media contracts are outside our control and those contracts may change in the future due to a variety of external factors;
- revenue from our media rights may be negatively affected by increased regulation at the national or European level;
- our Sponsorship and Other Cash Inflows is dependent upon the performance and popularity of AS Roma's first team;
- Soccer has granted exclusive rights to certain sponsors;
- in July 2019, we had to terminate our sponsorship agreement with Betway and will no longer receive the revenue contractually guaranteed thereunder.
- we are exposed to credit related losses in the event of non-performance by counterparties to Serie A media contracts as well as our key sponsorship contracts;
- it may not be possible to renew or replace key contracts when they expire or are terminated on similar or better terms, or at all, or to attract new sponsors;
- piracy and illegal live streaming may adversely impact our media and mobile & content revenue;
- we may be unable to maintain and enhance our brand and reputation, particularly in new markets, and actions by our fans, employees, directors, officers or contractual counterparties may damage our brand and reputation;
- failure to adequately protect our intellectual property could injure our brand;
- we may face conflicts of interest in transactions with related parties;
- we may be unable to implement our business strategies;
- our digital media strategy is unproven and may not generate the returns we anticipate;
- failure to effectively manage our growth could adversely affect our business;
- our international expansion and operations in foreign markets expose us to risks associated with international sales and operations;
- we are subject to various regulations related to the collection and processing of personal data, and changes to these regulations or their interpretation could adversely affect our business;
- Soccer may not be able to perform its contractual obligations to third parties;

- in certain limited cases, Soccer is performing services on behalf of certain sponsors and other third parties without having executed binding contractual arrangements with such parties;
- we or AS Roma may become involved in litigation and arbitration proceedings, which may have a material adverse effect on our business, results of operations, financial condition and cash flow;
- tax laws or the interpretation or application of tax laws could change in a way that is unfavorable to us;
- we are from time to time involved in various tax audits and investigations, including a tax audit in process as at the date of this Offering Memorandum, and we may face tax liabilities in the future;
- we present certain non-IFRS measures that may not be comparable to similarly-titled measures that are used by other companies, and these measures have limitations as analytical tools;
- we present certain estimates in respect of *Pro Forma* Estimated Look-Forward Cash Inflows, *Pro Forma* Estimated Look-Forward Cash Outflows and the *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio for the twelve months ending March 31, 2020 and March 31, 2021 which are based on assumptions in respect of, among others, the replacement of the terminated contractual arrangement with Betway and assumptions and expectations in respect of certain expenses and other Cash Outflows over such period; the accuracy of these estimates depends upon the accuracy of assumptions involving factors that are beyond our control and are subject to known and unknown risks, uncertainties and other factors;
- business interruptions due to terrorist attacks, natural disasters and other events could adversely affect us;
- fluctuations in exchange rates may adversely affect our results of operations;
- there are no assurances that the Stadio della Roma project will be completed, and if completed, when the team could play its first match;
- AS Roma's ability to qualify for or succeed in European competitions cannot be guaranteed;
- AS Roma's business is dependent upon its ability to attract and retain key personnel, including players and team management;
- serious injuries to or losses of key playing staff may affect AS Roma's first team's performance;
- AS Roma faces significant competition from other football clubs to acquire and retain players and team management, both within Italy and internationally, and increased competition could result in increased salaries and transfer fees and adversely affect the performance of AS Roma's first team;
- UEFA, FIGC and Serie A regulations may restrict AS Roma's ability to make commercial and sporting decisions;
- the performance of TeamCo may depend on the financial support of its shareholders;
- Serie A league voting rules may allow other clubs to take action contrary to AS Roma's and our interests;
- admission of AS Roma's first team to the Serie A season for 2020/2021 or subsequently cannot be guaranteed;
- inability to renew AS Roma's insurance policies could expose it to significant losses;
- AS Roma may incur fines, sanctions and exclusion from competitions due to acts of its players, management or supporters;
- ticket sales and other matchday revenue is a significant portion of AS Roma's overall revenue, and any inability by AS Roma to execute its strategy to expand its premium seating and hospitality services and increase overall attendance could adversely affect AS Roma's business and results of operations;
- AS Roma does not own or control the management of Stadio Olimpico;
- the Notes restrict our ability to distribute cash to AS Roma that they might use to seek to improve on-pitch performance or otherwise improve operations;
- the interests of the principal shareholders of AS Roma may conflict with the interests of the holders of the Notes;
- adverse economic conditions or future economic downturns may harm both our and AS Roma's businesses;
- we and AS Roma could be negatively affected by current and other future Serie A, FIGC, UEFA or FIFA regulations;
- the sports and entertainment market, both within Europe and internationally, is highly competitive;
- there could be a decline in the popularity of football; and
- other risks related to our capital structure discussed under "*Risk Factors—Risks Related to our Capital Structure*" and related to the Notes, the Guarantee and the Collateral discussed under "*Risk Factors— Risks Related to the Notes, the Guarantee and the Collateral*".

The Issuer urges you to read the sections of this Offering Memorandum entitled "*Risk Factors*", "*Management's Discussion and Analysis of Financial Condition and Results of Operations of the Issuer*", "*Industry*", "*Issuer's Business*" and "*AS Roma's Business*" for a more complete discussion of the factors that could affect the Issuer's and AS Roma's respective future performance and the markets in which they operate. In light of these risks, uncertainties and assumptions, the forward-looking events described in this Offering Memorandum may not occur. These forward-looking statements speak only as of the date on which the statements were made. The Issuer undertakes no obligation to update or revise any forward-looking statement or risk factors, whether as a result of new information, future events or developments or otherwise.

CURRENCY PRESENTATION AND DEFINITIONS

In this Offering Memorandum, all references to "**euro**", "**EUR**" or "**€**" are to the single currency of the participating member states of the European and Monetary Union of the Treaty Establishing the European Community, as amended from time to time, and all references to "**U. S. dollars**", "**USD**" and "**$**" are to the lawful currency of the United States of America.

Definitions

As used in this Offering Memorandum:

- "**Account Bank**" means Unione di Banche Italiane S.p.A. or any successor or replacement institution;
- "**AGCM**" means *Autorità Garante della Concorrenza e del Mercato*;
- "**AGCOM**" means *Autorità per le Garanzie nelle Comunicazioni*;
- "**Agents**" means the Paying Agent, the Transfer Agent and the Registrar;
- "**Amended and Restated MediaCo/Soccer Intercompany Loan Agreement**" means the intercompany loan agreement originally entered into on February 11, 2015 between the Issuer, as lender, and Soccer, as borrower, pursuant to which the Issuer agreed to on-lend, *inter alia*, a portion of the Existing Facility, as amended and restated from time to time, including on or about on the Issue Date;
- "**Amended and Restated MediaCo/TeamCo Intercompany Loan Agreement**" means the intercompany loan agreement originally entered into on June 22, 2017 between the Issuer, as lender, and TeamCo, as borrower, pursuant to which the Issuer agreed to on-lend, *inter alia*, a portion of the Existing Facility, as amended and restated from time to time, including on or about the Issue Date, through which a portion of the proceeds of the issuance of the Notes will be on-lent to TeamCo;
- "**Amended and Restated Soccer/TeamCo Intercompany Loan Agreement**" means, collectively, (i) the intercompany loan agreement entered into on November 13, 2014 and (ii) the intercompany loan agreement entered into on February 11, 2015, between Soccer, as lender, and TeamCo, as borrower, pursuant to which Soccer agreed to on-lend, *inter alia*, a portion of the Existing Facility, as amended and restated from time to time, including on or about the Issue Date;
- "**Amended and Restated Subordinated Loan Agreement**" means the intercompany loan agreement originally entered into on February 11, 2015 between the Issuer and Soccer, as amended and restated from time to time, including on the Issue Date, pursuant to which Soccer may (subject to the conditions therein) make advances from time to time to the Issuer;
- "**AS Roma**" and "**TeamCo**" means Associazione Sportiva Roma S.p.A. and not its subsidiaries;
- "**ASR Soccer**" means ASR Soccer LP S.r.l.;
- "**Brand Management**" means Brand Management S.r.l.;
- "**Broadcasters**" means television broadcasters that are authorized to participate in the tender process for the sale of Broadcasting Rights;
- "**Broadcasting Revenues**" means the revenues that LNP receives from the sale of the Broadcasting Rights and allocates among Serie A clubs;
- "**Broadcasting Rights**" means the rights to live television broadcasts of Serie A matches;
- "**Budget**" has the meaning given to it in "*Description of the Notes*";
- "**Budget Law for 2019**" means the Law of December 30, 2018, no.145 (Budget Law for 2019) further amending the Decree Nine;
- "**Cash Inflows Account**" means a bank account in the Issuer's name with the Account Bank designated as its "Cash Inflows Account";
- "**CFCB**" means UEFA Club Financial Control Body;
- "**Coppa Italia**" means the Italian national competition organized by LNP currently named "Tim Cup";
- "**COVISOC**" means *Commissione di Vigilanza per le Società di Calcio;*
- "**Clearstream**" means Clearstream Banking S.A.;
- "**Collateral**" means the rights, property and assets securing the Notes as described under "*Description of the Notes—Security*";
- "**CRM**" means customer relationship management;

- "**CSL Report**" means the industry report prepared by Conventions Sports & Leisure International for the Issuer in connection with the Refinancing Transactions that is appended to this Offering Memorandum as Annex B;
- "**DAZN**" means Perform Media Channels Limited (DAZN);
- "**Day of Game Sponsorship Rights**" means any right to sponsor items in connection with a match at the day of match, including but not limited to, the display of the sponsor's name on field boards, LED ribbons or video boards, player benches, sponsoring the match ball and/or the player procession;
- "**Decree No. 239**" means Italian Legislative Decree No. 239 of April 1, 1996 (as the same may be amended or supplemented from time to time);
- "**Decree No. 461**" means Italian Legislative Decree No. 461 of November 21, 1997, (as the same may be amended or supplemented from time to time);
- "**Decree Nine**" means Italian Legislative Decree No. 9 of January 9, 2008;
- "**ECJ**" means the European Court of Justice;
- "**EEA**" means the European Economic Area;
- "**EU**" means the European Union;
- "**Euroclear**" means Euroclear Bank SA/NV;
- "**Exchange Act**" means the U. S. Securities Exchange Act of 1934, as amended;
- "**Existing Direct Media Contracts**" means all contracts of Soccer and/or of Soccer and TeamCo in respect of Media Rights which are in existence as of the date of the Issue Date, a schedule of which will be included in the Indenture;
- "**Existing Facility**" means the €230 million existing facility under the Existing Facility Agreement, with an outstanding principal balance as of the date of this Offering Memorandum of approximately €211.9 million, which will be fully repaid and canceled with the proceeds of the Notes in connection with the Refinancing Transactions, as defined in "*Summary—The Refinancing Transactions*";
- "**Existing Facility Agreement**" means the facility agreement for the Existing Facility dated February 10, 2015 (as amended pursuant to an amendment agreement dated June 24, 2015, and as further amended and restated on June 22, 2017) between, *inter alios*, AS Roma, Soccer, the Issuer as borrower, Goldman Sachs International and UniCredit S.P.A as mandated lead arrangers and bookrunners, and UniCredit Bank AG – Milan Branch as agent and security agent;
- "**Existing Indirect Media Contracts**" means the Principal TV Rights Arrangements and any other contract or arrangement in respect of Media Rights to which any Football Body is a party or is otherwise a beneficiary as at the date of the Issue Date and in respect of which TeamCo may be entitled to receive certain revenues the Football Body receives thereunder;
- "**Existing Sponsorship Agreement**" is defined as each sponsorship contract entered into by Soccer and/or Soccer and TeamCo in relation to any sponsorship of TeamCo or the Roma Football Team which is in existence as of the Issue Date, a schedule of which will be included in the Indenture;
- "**Extended Labor Cost Index**" means the ratio of a club's wages (including amortization) to its revenues, as defined in the IFFPR;
- "**FIFA**" means the international federation of football association or Fédération Internationale de Football Association;
- "**FIFA Regulations**" means the FIFA Regulations on the Status and Transfer of Players;
- "**FIGC**" means *Federazione Italiana Giuoco Calcio*;
- "**Financial Fair Play Regulations**" means the UEFA Club Licensing and Financial Fair Play Regulations;
- "**Football Body**" means Serie A, Serie B, UEFA, FIFA or any other football league or union administrator or body (whether nationally or internationally);
- "**Future Direct Media Contracts**" means all contracts of Soccer and/or Soccer and TeamCo in respect of Media Rights entered into after the Issue Date by Soccer or the Issuer, as applicable;
- "**Future Indirect Media Contracts**" is defined as any contract or other arrangements in respect of Media Rights to which any Football Body becomes a party or otherwise becomes a beneficiary after the date of the Indenture and in respect of which TeamCo becomes entitled to a distribution of certain revenues the Football Body receives thereunder, together with the contract or other arrangement pursuant to which TeamCo becomes so entitled;

- "**Future Receivables Assignment Agreement"** means any future receivables assignment agreement that may be entered into between TeamCo, as assignor, and the Issuer, as assignee;
- "**Future Sponsorship Agreement**" is defined as any contract to be entered into by Soccer and/or Soccer and TeamCo after the Issue Date in relation to any sponsorship of TeamCo or the Roma Football Team, with the exception of the Stadium Sponsorship Agreements;
- "**Going Concern Contributions**" means the respective in-kind contributions made to the Issuer by each of AS Roma and Soccer of certain assets, liabilities and legal relationships (comprising selected media and sponsorship contracts, intellectual property rights, relevant employees etc.), in each case as going concerns pursuant to Article 2555 et seq. of the Italian Civil Code, pursuant to contribution deeds dated February 11, 2015;
- "**Group**" means TeamCo, Soccer, the Issuer and their respective subsidiaries;
- "**Guidelines**" means the guidelines that LNP issues regarding the tender process for Broadcasting Rights that cover (i) the regulations relating to the tender process and the granting of the Broadcasting Rights; (ii) the criteria for preparing the set of Broadcasting Rights contained in the Packages; (iii) the minimum price for the Packages; and (iv) any further provisions deemed necessary for a transparent and non-discriminatory tender procedure;
- "**IFFPR**" means the Italian Football Financial Fair Play Regulations;
- "**IFRS**" means International Financial Reporting Standards (formerly International Accounting Standards) endorsed from time to time by the European Union or any variation thereof with which the Issuer or its Restricted Subsidiaries are, or may be, required to comply. With respect to all ratios and calculations based upon IFRS contained in the Indenture, any lease, concession or license of property that would be considered an operating lease under IFRS as applied by the Issuer as of the Issue Date and any guarantee given by the Issuer or any Restricted Subsidiary in the ordinary course of business solely in connection with, and in respect of, the obligations of the Issuer or any Restricted Subsidiary under any such operating lease shall be computed in accordance with IFRS as applied by the Issuer as of the Issue Date;
- "**IMG**" means IMG Wordwide, Inc.;
- "**Indebtedness Index**" means the ratio of a club's indebtedness to its revenues, as defined in the IFFPR;
- "**Indenture**" means the indenture governing the terms of the Notes among the Issuer, AS Roma (for certain limited purposes set forth therein), the Guarantor, the Trustee and the Security Agent, dated on the Issue Date;
- "**Indirect Media Rights Arrangements**" means the Existing Indirect Media Contracts and the Future Indirect Media Contracts;
- "**Infront**" means Infront Italy S.p.A.;
- "**Initial Purchasers**" means Goldman Sachs International, J.P. Morgan Securities plc and Unione di Banche Italiane S.p.A.;
- "**INPS**" means *Istituto Nazionale della Previdenza Sociale*, the Italian National Social Security Institute;
- "**Intercompany Agreements**" means the Playing and Staging Agreement, the Services Agreement, the Lease Agreement, the Receivables Assignment Agreements, the Intercompany Loans, the Amended and Restated Subordinated Loan Agreement and the License Agreement, each as may be amended, supplemented, replaced, modified or assigned in the future in accordance with the provisions of the Indenture;
- "**Intercompany Loan Agreements**" means the Amended and Restated MediaCo/Soccer Intercompany Loan Agreement, the Amended and Restated MediaCo/TeamCo Intercompany Loan Agreement and the Amended and Restated Soccer/TeamCo Intercompany Loan Agreement and any other such similar arrangements as may be entered into from time to time in accordance with the provisions of the Indenture;
- "**Intercreditor Agreement**" means the intercreditor agreement dated on or about the Issue Date among the Issuer, AS Roma, NEEP, Soccer, Brand Management, ASR Soccer, the Trustee and the Security Agent;
- "**Interim Account**" means a bank account in the Issuer's name with UniCredit S.p.A. designated as its "Revenue Account";
- "**Intermediary**" means an independent party acting as a broker between LNP and a Broadcaster regarding the tender of Broadcasting Rights;
- "**IRAP**" means *imposta regionale sulle attività produttive*, the Italian regional production tax;
- "**IRES**" means *imposta sul reddito delle società*, the Italian corporate income tax;
- "**IRPEF**" means *imposta sul reddito delle persone fisiche*, the Italian personal income tax;
- "**Issue Date**" means the date on which the Notes are issued;

- "**Issuer**" means ASR Media and Sponsorship S.p.A.;
- "**Lease Agreement**" means the agreement entered into by the Issuer and Soccer on February 11, 2015 (and as amended on June 22, 2017) pursuant to which the Issuer leased to Soccer its going concern, comprising the sponsorship business and direct media rights business, contributed by AS Roma and Soccer, to the Issuer pursuant to the Going Concern Contributions, as described in "*Certain Relationships and Related Party Transactions—Lease Agreement*", which will be amended and restated on or about the Issue Date;
- "**License Agreement**" means the agreement entered into by AS Roma and Soccer on February 6, 2015 (and as amended on June 22, 2017), pursuant to which Soccer granted AS Roma a non-exclusive license to use certain trademarks and other intellectual property to carry out its ordinary course business, as described in "*Certain Relationships and Related Party Transactions—License Agreement*", which will be amended and restated on or about the Issue Date;
- "**Listing Agent**" means The Bank of New York Mellon SA/NV, Luxembourg Branch;
- "**Liquidity Index**" means the ratio of a club's current assets to its current liabilities, as defined in the IFFPR;
- "**LNP**" means the *Lega Nazionale Professionisti di Serie A*;
- *"***Media Contracts**" means all Existing Direct Media Contracts, Future Direct Media Contracts, Existing Indirect Media Contracts and Future Indirect Media Contracts.
- "**Media Rights**" means any television, digital, radio or any other media rights of any kind, whether now existing or developed in the future;
- "**MP & Silva**" means Media Partners & Silva Limited;
- "**NEEP**" means NEEP Roma Holding S.p.A. a private company limited by shares incorporated in Italy with legal address at Via Principessa Clotilde 7, 00196 Rome, enrolled with the Companies' Register of Rome with No. 11418561004;
- *"***New Receivables Assignment Agreement**" means the receivables assignment agreement to be entered into on or about the Issue Date between TeamCo, as assignor, and the Issuer, as assignee;
- "**Notes**" means the €275,000,000 aggregate principal amount of the Issuer's 5.125% senior secured notes due 2024 offered hereby;
- "**Offering**" means the offering of the Notes;
- "**Offering Memorandum**" means this offering memorandum;
- "**Original Receivables Assignment Agreement**" means the receivables assignment agreement dated February 12, 2015, as amended from time to time and as of the Issue Date between TeamCo, as assignor, and the Issuer, as assignee;
- "**Pacchetto Lotti**" means the Law of December 27, 2017, no.205 (Budget Law for 2018) amending the Decree Nine and introducing new legislation proposed by the Italian Government;
- "**Packages**" means the bundled sets of Broadcasting Rights that LNP offers for sale to Broadcasters during the tender process;
- "**Paying Agent**" means The Bank of New York Mellon, London Branch;
- "**PD**" or "**Patrimonio Destinato**" means the *patrimonio destinato ad uno specifico affare* created by TeamCo for the purposes of segregating certain assets such as the media rights generated through TeamCo's participation in Serie A and UEFA tournaments under the Indirect Media Rights Arrangements and other contractual rights and obligations. See "*Summary—Corporate Structure and Certain Arrangements"* and *"Risk Factors—Risks related to our capital structure—There has been limited use of, and case law on, the Patrimonio Destinato and therefore the legal effect and interpretation of the Patrimonio Destinato is uncertain and the validity, enforceability or duration of the Patrimonio Destinato may be subject to challenges by a court, a bankruptcy trustee or other creditors*";
- "**Playing and Staging Agreement**" means the agreement between AS Roma, on the one side, and the Issuer and the security agent under the Existing Facility on the other side, dated February 6, 2015 (and as amended on June 22, 2017) which will be amended and restated and the role of security agent assigned to the Security Agent on or about the Issue Date, pursuant to which AS Roma has undertaken to use its best efforts to participate in Serie A or Serie B and UEFA tournaments, comply with all applicable laws and regulations, meet all requirements under current and further sponsorship and media rights contracts and play all home matches at Stadio Olimpico or Stadio della Roma, as applicable, as described under "*Certain Relationships and Related Party Transactions—Playing and Staging Agreement*";
- "**Principal TV Rights Arrangements**" means:

(a) the invitation to offer (*invito a offrire*) issued by Serie A league in relation to:

(i) the license for the national broadcasting of the Serie A league's Media Rights, which has been awarded, for the seasons 2018/2019, 2019/2020 and 2020/2021, to SKY Italia S. r. l, RTI-RETI Televisive Italiane, Italia Sport Communication S.r.l, RAI Radio Televisione Italiana and Perform Media Channels Limited (DAZN) on or about June 13, 2018; and

(ii) the license for the international broadcasting of the Serie A league's Media Rights, which has been awarded, for the seasons 2018/2019, 2019/2020 and 2020/2021, to IMG Media Limited and RAI Radio Televisione Italiana on or about October 10, 2017; and

(b) the resolution of the Serie A league assembly entitling TeamCo to receive a portion of the revenues arising from the agreements described in paragraph (a) above, for the seasons 2018/2019, 2019/2020 and 2020/2021.

- "**Purchase Agreement**" means the purchase agreement governing the purchase of the Notes among AS Roma, the Issuer, Soccer, Unione di Banche Italiane S.p.A., Goldman Sachs International and J.P. Morgan, dated as of the date hereof;
- "**QIB**" means qualified institutional buyer, as defined in Rule 144A of the U. S. Securities Act of 1933, as amended;
- "**Receivables Assignment Agreements**" means the Original Receivables Assignment Agreement, the New Receivables Assignment Agreement and any Future Receivables Assignment Agreement governing the assignment to the Issuer of the receivables from media rights contracts and certain sponsorship contracts which could not be contributed to the Issuer, as described under "*Certain Relationships and Related Party Transactions—Agreements for the Assignment of Receivables from Indirect Media Rights Contracts and Certain Sponsorship Contracts*";
- "**Refinancing Transactions**" means the transactions described under "*Summary—The Refinancing Transactions*";
- "**Registrar**" means The Bank of New York Mellon SA/NV, Luxembourg Branch;
- "**Rent/Intercompany Loan Amount**" means, at any time, the aggregate amount of: (a) any payment obligation then owed by Soccer to the Issuer under the Lease Agreement as set out in the current Budget; (b) the then outstanding accrued interest under the Amended and Restated MediaCo/Soccer Intercompany Loan Agreement; and (c) the then outstanding principal amount and other amounts payable under the Amended and Restated MediaCo/Soccer Intercompany Loan Agreement;
- "**Secured Accounts**" means the accounts defined in "*Description of the Notes—Affirmative Covenants—Priority of Payments Waterfall—Designation of Accounts*";
- "**Security Agent**" means Unione di Banche Italiane S.p.A., the security agent under the Indenture;
- "**Security Documents**" means the security agreements, pledge agreements, collateral assignments, and any other instrument and document executed and delivered pursuant to the Indenture or otherwise or any of the foregoing, as the same may be amended, supplemented or otherwise modified from time to time, creating the security interests in the Collateral as contemplated by the Indenture;
- "**Serie A Championship**" or "**Serie A**" means the Italian first league championship organized by LNP;
- "**Serie A Indirect Media Inflows**" means the receivables assigned to the Issuer by AS Roma with respect to AS Roma's revenue from Serie A broadcasting rights;
- "**Services Agreement**" means the agreement entered into on February 6, 2015 (and as amended on June 22, 2017) by AS Roma, the Issuer and Soccer pursuant to which AS Roma has undertaken to provide the Issuer and Soccer with certain services, including, *inter alios*, administrative and accounting services, consulting services, human resources management, web services, legal assistance and other general services necessary for the operation of the Issuer's and Soccer's businesses, as described under "*Certain Relationships and Related Party Transactions—Services Agreement*", which will be amended and restated on or about the Issue Date;
- "**Sky Italia**" means Sky Italia S.r.l.;
- "**Sky Library Agreement**" means the agreement dated July 1, 2018 and amendments thereto between Sky Italia and Soccer, which was assigned to the Issuer, under which Sky Italia agreed to digitize and market AS Roma's archive content;
- "**Sky Media Agreement**" means the agreement dated July 1, 2018 and amendments thereto between Sky Italia and Soccer, which was assigned to the Issuer, granting Sky Italia the rights to broadcast Roma TV;

- "**Soccer Media and Sponsorship Revenue**" is defined as the revenue generated by Soccer under all (i) Existing Direct Media Contracts and Future Direct Media Contracts and (ii) Existing Sponsorship Agreements and Future Sponsorship Agreements;
- "**Stadio della Roma**" means AS Roma's new multi purpose stadium proposed to be constructed at the Tor di Valle site located in the southwest of Rome;
- "**Stadio Olimpico**" means Stadio Olimpico, the football stadium in Rome, Italy where AS Roma plays its home matches as at the date of this Offering Memorandum;
- "**Stadium Sponsorship Agreements**" means any existing and future sponsorship contracts for the Stadio della Roma with respect to: (i) naming rights, (ii) signage, messages and displays of every kind and nature, whether now existing or developed in the future, whether permanent, transitory or virtual, and whether within or on the exterior of the Stadio della Roma or any component thereof, (iii) audio or video public address advertising, (iv) advertising display items worn or carried by concessionaires or personnel engaged in operations at the Stadio della Roma, (v) concession point of purchase advertising, (vi) pouring rights, service rights and similar exclusive or priority designations, and (vii) other sponsorship and promotional activities now or hereafter customarily undertaken by world-class professional sports stadia, subject to the provisions relating to any Day of Game Sponsorship Rights under the Indenture;
- "**Subordinated Loan Account**" means a bank account in the Issuer's name held with the Account Bank designated as its "Subordinated Loan Account" where the proceeds of a loan from the Guarantor to the Issuer are deposited in accordance with the terms of the Amended and Restated Subordinated Loan Agreement;
- "**Transfer Agent**" means The Bank of New York Mellon SA/NV, Luxembourg Branch;
- "**Trustee**" means The Law Debenture Trust Corporation p.l.c., the trustee under the Indenture;
- "**UEFA**" means Union of European Football Associations;
- "**UEFA Account**" means the segregated account in the name of TeamCo and operated by the Security Agent into which revenues received from UEFA will be deposited starting from the Issue Date;
- "**UEFA Champions League**" means the Champions League competition organized by UEFA;
- "**UEFA Europa League**" means the Europa League competition organized by UEFA;
- "**UEFA Indirect Media Revenue**" means AS Roma's revenue from UEFA broadcasting rights collected by AS Roma on behalf of, and assigned to, the Issuer;
- "**U19**" means under 19 years of age; and
- "**White List**" means the list of countries that allow for a satisfactory exchange of information with Italy (as currently identified by the Italian tax authorities in Italian Ministerial Decree of September 4, 1996, as subsequently amended and supplemented).

EXCHANGE RATE INFORMATION

The following table sets forth, for the periods set forth below, the high, low, average and period-end Bloomberg Generic Composite rate expressed as U. S. dollars per €1.00. The Bloomberg Generic Composite rate is a "best market" calculation, in which, at any point in time, the bid rate is equal to the highest bid rate of all contributing bank indications and the ask rate is set to the lowest ask rate offered by these banks. The Bloomberg Generic Composite rate is a mid-value rate between the applied highest bid rate and the lowest ask rate. The rates may differ from the actual rates used in the preparation of the financial statements and other financial information appearing in this Offering Memorandum. We have provided this exchange rate information solely for your convenience. We do not make any representation that any amount of currencies specified in the table below has been, or could be, converted into the applicable currency at the rates indicated or any other rate.

The average rate for a year means the average of the Bloomberg Composite rates on the last day of each month during a year. The average rate for a month or for any shorter period, means the average of the daily Bloomberg Composite rates during that month, or shorter period, as the case may be.

The Bloomberg Generic Composite rate for U. S. dollars against the euro on July 31, 2019 was $1.1076 per €1.00.

	High	Low	Average	Period end
		U. S.$ per €1.00		
Year				
2015	1.2002	1.0496	1.1098	1.0862
2016	1.1534	1.0388	1.1070	1.0517
2017	1.2036	1.0405	1.1300	1.2005
2018	1.2510	1.1218	1.1809	1.1467

	High	Low	Average	Period end
		U. S.$ per €1.00		
Month				
January 2019	1.1543	1.1304	1.1420	1.1448
February 2019	1.1456	1.1216	1.1346	1.1371
March 2019	1.1413	1.1193	1.1229	1.1218
April 2019	1.1304	1.1132	1.1233	1.1215
May 2019	1.1235	1.1129	1.1183	1.1318
June 2019	1.1400	1.1194	1.1292	1.1373
July 2019 (through July 31, 2019)	1.1286	1.1076	1.1213	1.1076

PRESENTATION OF FINANCIAL INFORMATION

Financial Statements

The financial information included in this Offering Memorandum has been extracted or derived from the following financial statements of the Issuer and the Group, respectively, prepared in accordance with IFRS and, with respect to the financial statements of the Group, with the provisions issued by the FIGC and the Supervisory Commission for Italian Football Clubs (COVISOC), and attached to this Offering Memorandum. In particular:

- the unaudited interim financial statements for the Issuer as of and for the nine months ended March 31, 2019 (the "**Issuer Unaudited Interim Financial Statements**"), including for comparative purposes only the financial information for the nine months ended March 31, 2018. The Issuer Unaudited Interim Financial Statements and the accompanying notes thereto have been prepared in accordance with International Accounting Standard ("**IAS**") applicable to interim financial reporting (IAS 34). The financial information as of and for the nine months ended March 31, 2019 has been subject to review procedures by Deloitte & Touche S.p.A. and has not been audited. The financial information for the nine months ended March 31, 2018 has been subject to limited review by BDO Italia S.p.A. and has not been audited;
- the audited financial statements of the Issuer as of and for the fiscal years ended June 30, 2017 and 2018 (the "**Issuer Audited Annual Financial Statements**");
- the unaudited interim financial statements for Soccer as of and for the nine months ended March 31, 2019 (the "**Soccer Unaudited Interim Financial Statements**"), including for comparative purposes only the financial information for the nine months ended March 31, 2018. The Soccer Unaudited Interim Financial Statements and the accompanying notes thereto have been prepared in accordance with IAS 34. The financial information as of and for the nine months ended March 31, 2019 has been subject to review procedures by Deloitte & Touche S.p.A. and has not been audited. The financial information for the nine months ended March 31, 2018 has been subject to limited review by BDO Italia S.p.A. and has not been audited;
- the audited financial statements of Soccer as of and for the fiscal years ended June 30, 2017 and 2018 (the "**Soccer Audited Annual Financial Statements**"); and
- the unaudited consolidated interim financial statements of the Group as of and for the nine months ended March 31, 2019 (the "**AS Roma Unaudited Interim Financial Statements**"), including for comparative purposes only the financial information for the nine months ended March 31, 2018. The AS Roma Unaudited Interim Financial Statements and the accompanying notes thereto have been prepared in accordance with IAS 34. The financial information as of and for the nine months ended March 31, 2019 has been subject to review procedures by Deloitte & Touche S.p.A. and has not been audited. The financial information for the nine months ended March 31, 2018 has been subject to limited review by BDO Italia S.p.A. and has not been audited
- the audited consolidated financial statements of the Group as of and for the fiscal years ended June 30, 2017 and 2018 (the "**AS Roma Audited Annual Consolidated Financial Statements**").

The Issuer Audited Annual Financial Statements together with the Issuer Unaudited Interim Financial Statements are referred to herein as the "**Issuer Financial Statements**".

The Soccer Audited Annual Financial Statements together with the Soccer Unaudited Interim Financial Statements are referred to herein as the "**Soccer Financial Statements**".

The AS Roma Audited Annual Financial Statements together with the AS Roma Unaudited Interim Financial Statements are referred to herein as the "**AS Roma Financial Statements**"

The unaudited financial information of the Issuer for the twelve months ended March 31, 2019 is calculated by taking the results of operations for the nine months ended March 31, 2019 and adding it to the difference between the results of operations for the full fiscal year ended June 30, 2018 and the nine months ended March 31, 2018. The financial information for the nine and twelve months ended March 31, 2019 is not necessarily indicative of the results that may be expected for the fiscal year ended June 30, 2019 or any future period, and should not be used as the basis for or prediction of an annualized calculation. The unaudited financial information for the nine months ended March 31, 2019 has been prepared for illustrative purposes only and is not necessarily representative of the Issuer's results of operations for any future period or the Issuer's financial condition at any future date. This data has been prepared solely for the purpose of this Offering Memorandum, is not prepared in the ordinary course of the Issuer's financial reporting and has not been audited or reviewed. Financial information presented for the twelve months ended March 31, 2019 is considered a non-IFRS financial measure.

The Issuer Audited Annual Financial Statements, Soccer Audited Annual Financial Statements and the AS Roma Audited Annual Consolidated Financial Statements were prepared in accordance with IFRS and were audited by BDO Italia S.p.A., independent auditors, as set forth in their independent auditor's reports included elsewhere in this Offering Memorandum.

The Issuer Financial Statements, the Soccer Financial Statements and the AS Roma Audited Annual Consolidated Financial Statements contained in the financial pages to this Offering Memorandum should be read in conjunction with the relevant notes thereto. Prospective investors are advised to consult their professional advisors for an understanding of (i) the differences between IFRS and other systems of generally accepted accounting principles and how those differences might affect the financial information included in this Offering Memorandum and (ii) the impact that future additions to, or amendments of IFRS principles may have on the Issuer's, Soccer's and AS Roma's results of operations and/or financial condition, as well as on the comparability of the prior periods.

Non-IFRS Financial Measures

In this Offering Memorandum, the Issuer presents certain measures to assess the financial performance of its business. Certain of these measures are called "**Non-IFRS Measures and Ratios**" because they exclude amounts that are included in, or include amounts that are excluded from, the most directly comparable measure calculated and presented in accordance with IFRS, or are calculated using financial measures that are not calculated in accordance with IFRS. Non-IFRS Measures and Ratios that we present include Media Cash Inflows, Direct Media Cash Inflows, Indirect Media Cash Inflows, CAGR, Cash Drawn for Debt Service, Cash Inflows, Cash Outflows, Consolidated Net Financial Position, financial information for the twelve months ended March 31, 2019, Issuer Net Financial Position, *Pro Forma* Estimated Look-Forward Cash Drawn for Debt Service, *Pro Forma* Estimated Look-Forward Cash Inflows, *Pro Forma* Estimated Look-Forward Cash Outflows, *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio, *Pro Forma* Estimated Look-Forward Total Issuer Debt Service and *Pro Forma* Net Financial Indebtedness.

The Issuer uses Non-IFRS Measures and Ratios to measure operating performance and liquidity, in presentations to its board of directors and as a basis for strategic planning and forecasting, as well as to monitor certain aspects of its operating cash flow and liquidity. The directors believe that these and similar measures are used widely by certain investors, securities analysts and other interested parties as supplementary measures of performance and liquidity.

The Non-IFRS Measures and Ratios may not be comparable with other similarly titled measures used by other companies, and may not be identical to similarly titled measures included in the Indenture. See "*Management's Discussion and Analysis of Financial Condition and Results of Operations of the Issuer—Key Performance Indicators" for an explanation of each of these Non-IFRS Measures and* Ratios. See "*Description of the Notes*" for a description of the terms used in financial covenant calculations. For reconciliations of each non-IFRS financial measure to the most directly comparable IFRS financial measure, see "*Management's Discussion and Analysis of Financial Condition and Results of Operations of the Issuer—Key Performance Indicators*" and see below for a discussion of their limitation.

In particular, the Issuer's Non-IFRS Measures and Ratios have limitations as analytical tools and you should not consider them in isolation or as a substitute for the analysis of the Issuer's results or any performance measures under IFRS as set forth in the Issuer's financial statements. Some of these limitations are:

- they do not reflect the Issuer's cash expenditures or future requirements for capital expenditures or contractual commitments;
- they do not reflect changes in, or cash requirements for, the Issuer's working capital needs;
- they do not reflect the significant interest expense, or the cash requirements necessary, to service interest or principal payments on the Issuer's debt;
- they do not reflect any cash income taxes that the Issuer may be required to pay;
- they are not adjusted for all non-cash income or expense items that are reflected in the Issuer's profit and loss account;
- they do not reflect the impact of earnings or charges resulting from certain matters the Issuer considers not to be indicative of its ongoing operations;
- assets are depreciated or amortized over differing estimated useful lives and often have to be replaced in the future, and these measures do not reflect any cash requirements for such replacements; and
- other companies in the Issuer's industry may calculate these measures differently than it does, limiting their usefulness as comparative measures.

As used in this Offering Memorandum, the following terms have the following meanings:

CAGR is defined as compound annual growth rate and is calculated by dividing the value of a particular metric at the end of the period in question by its value at the beginning of that period, raising the result to the power of one divided by the period length, and subtracting one from the result.

Cash Drawn for Debt Service is defined as the difference between Cash Inflows and Cash Outflows.

Cash Inflows is defined as the sum of Indirect Media Cash Inflows, Direct Media Cash Inflows and Sponsorship and Other Cash Inflows.

Cash Outflows is defined as the sum of (i) Operating costs for Soccer and the Issuer, (ii) cost of personnel for Soccer and the Issuer, (iii) VAT payments and (iv) IRAP payments made by the Issuer.

Consolidated Net Financial Position is defined as the sum of liabilities related to bank loans, other financing and other financial liabilities, including the accrued financial charges and other financial expenses, minus cash at bank and on hand, current financial assets net of restricted deposit account on rent contract and financial assets.

Direct Media Cash Inflows is defined as the cash collected under all Existing Direct Media Contracts and Future Direct Media Contracts.

Financial information for the twelve months ended March 31, 2019 is defined as the sum of the results of operations for the nine months ended March 31, 2019 and the difference between the results of operations for the full fiscal year ended June 30, 2018 and the nine months ended March 31, 2018.

Indirect Media Cash Inflows is defined as the cash collected under all Existing Indirect Media Contracts and Future Indirect Media Contracts.

Pursuant to Serie A regulations, contracts related to broadcast and media rights for Serie A matches must be held by the Serie A team itself. As a result, AS Roma cannot directly assign its broadcast and media rights contracts for Serie A matches to the Issuer. Instead, AS Roma invoices the broadcasters for the Serie A broadcasting rights revenue owed to AS Roma and AS Roma has assigned the right to collect Serie A revenue to the Issuer, such that the broadcasters pay such revenue to the Issuer directly. Once the right to receive payment from the broadcasters has been assigned to the Issuer it reports the right as a receivable on its balance sheet and typically receives payment from broadcasters approximately two to four weeks later.

With regards to the UEFA rights, AS Roma invoices UEFA and UEFA pays AS Roma the broadcasting revenue owed to AS Roma. AS Roma then remits the assigned revenue from UEFA broadcasts to the Issuer.

Issuer Net Financial Position is defined as the sum of liabilities related to bank loans and other financial liabilities, including the accrued interest charges and other financial expenses, minus cash at bank and on hand, current financial assets, the current portion of loans to AS Roma and financial assets.

Media Cash Inflows is Indirect Media Cash Inflows plus Direct Media Cash Inflows.

Operating costs mainly includes fees paid for tax, legal and commercial consultancies (including the protection of the intellectual property), independent and statutory auditor fees and other minor services.

Pro Forma **Cash and Cash Equivalents** is defined as cash funded in the Secured Accounts pro forma for the Refinancing Transactions. Such amount is based on an assumed interest rate for the Notes (in order to calculate amounts required to fund the Debt Service Account and the Debt Service Reserve Account) and assumes settlement of the Offering occurring on or about August 9, 2019. Accordingly, Pro Forma Cash and Cash Equivalents may change if the actual interest rate for the Notes is different and such change could be significant.

Pro Forma **Debt Service Coverage Ratio** is defined as the ratio of the Issuer's Cash Drawn for Debt Service for the twelve months ended March 31, 2019 to the Issuer's debt service for the twelve months ended March 31, 2019, as adjusted for the Refinancing Transactions as if they had occurred on April 1, 2018 (and excluding amortization payments made during such period). The Issuer's debt service for the twelve months ended March 31, 2019 is based on an assumed interest rate relating to the Notes (and does not include any mandatory amortization payments as the first mandatory amortization payment of €2.8 million will not be due until December 31, 2020). Accordingly, the Pro Forma Debt Service Coverage Ratio would change if the actual interest rate for the Notes is different and such change could be significant. Had we included the first two mandatory amortization redemption payments in respect of the Notes of €2.8 million and €2.9 million due on December 31, 2020 and June 30, 2021, respectively, in calculating the Pro Forma Debt Service Coverage Ratio as if such amounts had been paid during the twelve months ended March 31, 2019, the Pro Forma Debt Service Coverage Ratio would have been 10.6x.

Pro Forma **Estimated Look-Forward Cash Drawn for Debt Service** is defined as the difference between Pro Forma Estimated Look-Forward Cash Inflows and Pro Forma Estimated Look-Forward Cash Outflows.

Pro Forma **Estimated Look-Forward Cash Inflows** is defined as Cash Inflows that the Issuer estimates it will generate in the twelve months ending March 31, 2020 and March 31, 2021. A significant majority of Pro Forma Estimated Look-Forward Cash Inflows relates to contracts in place throughout the period with respect to which we have assumed such associated Cash Inflows will be received in a manner consistent with past experience (to the extent applicable). No assurances can be given that such contracts will not be cancelled, subject to contractual reductions or negotiations, regulatory restrictions, or other impacts or that the counterparties will fulfil their obligations or otherwise make payment on a timely basis. The remaining portion of Pro Forma Estimated Look-Forward Cash Inflows relates to a training kit sponsorship contract assumed to be entered at the same levels as the existing contractual arrangements with Betway. The replacement of such contracts may not occur on the same terms or at all for reasons such as on-pitch performance, a decrease in popularity, general economic conditions or otherwise. In making such estimate, we also make certain assumptions in respect to on-pitch performance, in particular that in the following season Roma will participate in the UEFA Europa League and not in the UEFA Champions League.

***Pro Forma* Estimated Look-Forward Cash Inflows is an estimate, is forward-looking in nature and is provided for information purposes only. This estimate is based on assumptions made by the Issuer that are inherently uncertain and, although considered reasonable by the Issuer, are subject to significant business, economic and competitive uncertainties and contingencies, including the timing of payments or regulatory restrictions, all of which are difficult to predict and many of which are beyond the control of the Issuer. Accordingly, there can be no assurance that actual cash inflows for such period will be consistent with such estimate or not lower than such estimate for the twelve months ending March 31, 2020 and March 31, 2021 or for any other period. The Issuer's actual results in the future will vary from estimated results and those variations may be material. In addition, these estimates were not prepared with a view to compliance with the published guidelines of the SEC or the guidelines established by any other regulatory or industry body regarding projections, nor is *Pro Forma* Estimated Look-Forward Cash Inflows intended to be presented in a manner consistent with financial statements prepared in accordance with IFRS. Although the Issuer will be required to calculate its *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio under the Indenture, the Issuer does not intend to update or otherwise revise the estimates provided herein to reflect circumstances existing after the date of this Offering Memorandum or to reflect the occurrence of future events, even in the event the assumptions underlying the estimates are shown to be in error. None of the Issuer, the Initial Purchasers or any of their respective directors, officers, advisers, auditors, experts, agents or representatives shall bear any responsibility for the accuracy or adequacy of *Pro Forma* Estimated Look-Forward Cash Inflows. Prospective investors in the Notes are cautioned not to rely on, and will be deemed not to have relied on, this estimate. See "*Forward-Looking Statements*" and "*Risk Factors—Risks Related to the Issuer—We present certain estimates in respect of Pro Forma Estimated Look-Forward Cash Inflows, Pro Forma Estimated Look-Forward Cash Outflows and the Pro Forma Estimated Look-Forward Debt Service Coverage Ratio for the twelve months ending March 31, 2020 and March 31, 2021 which are based on assumptions in respect of, among others, the renewals of certain agreements and assumptions and expectations in respect of certain expenses and other Cash Outflows over such period; the accuracy of these estimates depends upon the accuracy of assumptions involving factors that are beyond our control and are subject to known and unknown risks, uncertainties and other factors*".**

***Pro Forma* Estimated Look-Forward Cash Outflows** is defined as Cash Outflows that the Issuer has estimated for the twelve months ending March 31, 2020 and March 31, 2021.

***Pro Forma* Estimated Look-Forward Cash Outflows is an estimate, is forward-looking in nature and is provided for information purposes only. This estimate is based on assumptions made by the Issuer that are inherently uncertain and, although considered reasonable by the Issuer, are subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Issuer, including due to increased personnel costs, costs of services or tax liabilities, write-downs of trade receivables, write-downs of intangible assets, changes in interest rates or exchange rates or otherwise. Accordingly, there can be no assurance that actual cash outflows for such period will be consistent with such estimate or not greater than such estimate. The Issuer's actual cash outflows in the future will vary from estimated amounts and those variations may be material. In addition, these estimates were not prepared with a view to compliance with the published guidelines of the SEC or the guidelines established by any other regulatory or industry body regarding projections, nor is *Pro Forma* Estimated Look-Forward Cash Outflows intended to be presented in a manner consistent with financial statements prepared in accordance with IFRS. Although the Issuer will be required to calculate its *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio under the Indenture, the Issuer does not intend to update or otherwise revise the estimates provided herein to reflect circumstances existing after the date of this Offering Memorandum or to reflect the occurrence of future events, even in the event the assumptions underlying the estimates are shown to be in error. None of the Issuer, the Initial Purchasers or any of their respective directors, officers, advisers, auditors, experts, agents or representatives shall bear any responsibility for the accuracy or adequacy of *Pro Forma* Estimated Look-Forward Cash Outflows. Neither the Issuer's independent auditor, nor any other independent auditor, have complied, examined, or performed any procedures with respect to the prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with the prospective financial information. Prospective investors in the Notes are cautioned not to rely on, and will be deemed not to have relied on, this estimate. See "*Forward-Looking Statements*" and "*Risk Factors—Risks Related to the Issuer—We present certain estimates in respect of Pro Forma Estimated Look-Forward Cash Inflows, Pro Forma Estimated Look-Forward Cash Outflows and the Pro Forma Estimated Look-Forward Debt Service Coverage Ratio for the twelve months ending March 31, 2020 and March 31, 2021 which are based on assumptions in respect of, among others, the replacement of the terminated contractual arrangement with Betway and assumptions and expectations in respect of certain expenses and other Cash Outflows over such period; the accuracy of these estimates depends upon the accuracy of assumptions involving factors that are beyond our control and are subject to known and unknown risks, uncertainties and other factors*".**

***Pro Forma* Estimated** Look-Forward Debt Service Coverage Ratio is defined as the ratio of *Pro Forma* Estimated Look-Forward Cash Drawn for Debt Service to *Pro Forma* Estimated Look-Forward Total Issuer Debt Service.

Pro Forma **Estimated Look-Forward Debt Service Coverage Ratio is an estimate, is forward-looking in nature and is provided for information purposes only. This estimate is based on assumptions made by the Issuer that are inherently uncertain and, although considered reasonable by the Issuer, are subject to significant business, economic and competitive uncertainties and contingencies, including the timing of payments, regulatory restrictions or other impacts, all of which are difficult to predict and many of which are beyond the control of the Issuer. Accordingly, there can be no assurance that the actual debt service coverage for the twelve months ending March 31, 2020 and March 31, 2021 or for any other period will be consistent with such estimate or not lower than such estimate. The Issuer's actual results in the future will vary from estimated results and those variations may be material. In addition, these estimates were not prepared with a view to compliance with the published guidelines of the SEC or the guidelines established by any other regulatory or industry body regarding projections, nor is *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio intended to be presented in a manner consistent with financial statements prepared in accordance with IFRS. Although the Issuer will be required to calculate its *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio under the Indenture, the Issuer does not intend to update or otherwise revise the estimates provided herein to reflect circumstances existing after the date of this Offering Memorandum or to reflect the occurrence of future events, even in the event the assumptions underlying the estimates are shown to be in error. In addition, the calculation in the Indenture of *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio could vary from the calculation of the *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio for the twelve months ending March 31, 2020 and March 31, 2021 disclosed in this Offering Memorandum. None of the Issuer, the Initial Purchasers or any of their respective directors, officers, advisers, auditors, experts, agents or representatives shall bear any responsibility for the accuracy or adequacy of *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio. Prospective investors in the Notes are cautioned not to rely on, and will be deemed not to have relied on, this estimate. See "*Forward-Looking Statements*" and "*Risk Factors—Risks Related to the Issuer—We present certain estimates in respect of Pro Forma Estimated Look-Forward Cash Inflows, Pro Forma Estimated Look-Forward Cash Outflows and the Pro Forma Estimated Look-Forward Debt Service Coverage Ratio for the twelve months ending March 31, 2020 and March 31, 2021 which are based on assumptions in respect of, among others, the replacement of the terminated contractual arrangement with Betway and assumptions and expectations in respect of certain expenses and other Cash Outflows over such period; the accuracy of these estimates depends upon the accuracy of assumptions involving factors that are beyond our control and are subject to known and unknown risks, uncertainties and other factors*".**

Pro Forma **Estimated Look-Forward Total Issuer Debt Service** is defined as the estimated look forward interest expense of the Issuer in respect of the Notes together with mandatory amortization of the Notes after giving effect to the Refinancing Transactions for the twelve months ending March 31, 2020 as if the Refinancing Transaction had occurred on April 1, 2019. Pro Forma Estimated Look-Forward Total Issuer Debt Service does not take into account any semi-annual amortization payments on the Notes as the first such payment will be on December 31, 2020.

Pro Forma **Net Financial Indebtedness** is defined as total financial liabilities net of *Pro Forma* Cash and Cash Equivalents after giving effect to the Refinancing Transactions.

Ratio of *Pro Forma* Net Financial Indebtedness to Cash Drawn for Debt Service is defined as the ratio of the Issuer's Pro Forma Net Financial Indebtedness to the Issuer's Cash Drawn for Debt Service for the twelve months ended March 31, 2019.

Sponsorship and Other Cash Inflows is defined as the cash collected under all Existing Sponsorship Agreements and Future Sponsorship Agreements, but excluding the Stadium Sponsorship Agreements.

We believe that the presentation of Media Cash Inflows, Cash Inflows, CAGR, Cash Drawn for Debt Service, Cash Outflows, Issuer Net Financial Position, financial information for the twelve months ended March 31, 2019, *Pro Forma* Estimated Look-Forward Cash Drawn for Debt Service, *Pro Forma* Estimated Look-Forward Cash Inflows, *Pro Forma* Estimated Look-Forward Cash Outflows, *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio, *Pro Forma* Estimated Look-Forward Total Issuer Debt Service and *Pro Forma* Net Financial Indebtedness is helpful to investors as supplemental measures of performance and liquidity. In addition, we believe that the Issuer Net Financial Position is helpful for investors as an overview of the extent to which our liabilities are covered by our assets. However, you should not construe these Non-IFRS Measures and Ratios as alternatives to profit and loss from operations determined in accordance with IFRS or to cash flows from operations, investing activities or financing activities, or any other measure or ratio required by, or presented in accordance with, IFRS. In addition, our Non-IFRS Measures and Ratios may not be comparable to similarly-titled measures or ratios used by other companies. These indicators should not be considered in isolation or construed as a substitute for measures in accordance with IFRS.

Rounding

Certain data in this Offering Memorandum, including financial, statistical and operating information, has been rounded. As a result, the totals of certain data presented in this Offering Memorandum may vary slightly from the actual arithmetic totals of such data. In addition, certain percentages have been rounded and accordingly may not add up to 100%.

INDUSTRY AND MARKET DATA

General

In this Offering Memorandum, we rely on and refer to information regarding our business and the market in which we operate and compete. The market data and certain economic and industry data and forecasts used in this Offering Memorandum were obtained from governmental and other publicly available information, independent industry publications and reports prepared by trade associations and industry consultants. In addition to the foregoing, certain information regarding markets, market size, market share, market position, growth rates and other industry data pertaining to our business contained in this Offering Memorandum was estimated or derived based on assumptions we deem reasonable and from our own research, surveys or studies conducted by third parties, including trade associations, and other industry or general publications. In particular, information has been provided by Conventions Sports & Leisure International Inc. ("**CSL**"), an industry consultant, and Deloitte LLP. Industry publications and forecasts generally state that the information they contain has been obtained from sources believed to be reliable, but that the accuracy and completeness of such information is not guaranteed. While we believe that each of these studies and publications is reliable, neither we nor the Initial Purchasers have independently verified such data and cannot guarantee its accuracy or completeness.

In many cases, there is no readily available external information (whether from trade associations, government bodies or other organizations) to validate market related analyses and estimates, requiring us to rely on our own internally developed estimates regarding the industry in which we operate, our position in the industry, our market share and the market shares of various industry participants based on our experience, our own investigation of market conditions and our review of industry publications, including information made available to the public by our competitors. None of the Issuer, the Group or the Initial Purchasers can assure you of the accuracy and completeness of, or take any responsibility for, such data. Similarly, while we believe our internal estimates to be reasonable, these estimates have not been verified by any independent sources and neither we nor the Initial Purchasers can assure you as to their accuracy or the accuracy of the underlying assumptions used to estimate such data.

This Offering Memorandum makes reference to certain information taken from reports prepared by CSL and Deloitte LLP, as well as data from UEFA, Mint Global, Eurostat and SportBusiness Consulting. The CSL Report was prepared specifically for us in connection with the Refinancing Transactions and is appended to this Offering Memorandum as Annex B. The Deloitte LLP report and SportBusiness Consulting reports, as well as the data from UEFA and Mint Global, was not prepared specifically for us and relates to general industry analysis.

We believe that CSL conducted their analysis and prepared their reports utilizing reasonable care and skill in applying methods of analysis consistent with normal industry practice. All results are based on information available at the time of review. Changes in factors upon which the review was based could affect the results. Forecasts are inherently uncertain because of events or combinations of events that cannot reasonably be foreseen, including the actions of government, individuals, third parties and competitors. There is no implied warranty of merchantability or fitness for a particular purpose to reply.

Some of the information on which the CSL Report as well as the Deloitte LLP and SportBusiness Consulting reports are based has been provided by others. CSL, SportBusiness Consulting and Deloitte LLP have utilized such information without verification unless specifically noted otherwise. CSL and Deloitte LLP accept no liability for errors or inaccuracies in information provided by others.

Unless otherwise indicated, data on our market position and market share is based on revenue for the fiscal year ended June 30, 2018. Our estimates involve risks and uncertainties and are subject to change based on various factors. See "*Risk Factors*", "*Industry*", "*Issuer's Business*" and "*AS Roma's Business*" for further discussion.

Trademarks and Tradenames

The Group owns or has rights to certain trademarks or trade names that it uses in conjunction with the operation of its businesses. Each trademark, trade name or service mark of any other company appearing in this Offering Memorandum belongs to its respective holder.

SUMMARY

This summary highlights certain information appearing elsewhere in this Offering Memorandum. As this is a summary, it does not contain all of the information that you should consider in making an investment decision. This summary is qualified in its entirety by the more detailed information contained in this Offering Memorandum. Before investing, you should read the entire Offering Memorandum carefully, including the information under "Risk Factors", "Management's Discussion and Analysis of Financial Condition and Results of Operations of the Issuer", "Industry", "Issuer's Business", "Soccer's Business", "AS Roma's Business", the Issuer Financial Statements, the Soccer Financial Statements and AS Roma Financial Statements and the related notes included elsewhere in this Offering Memorandum. This Offering Memorandum contains forward-looking statements that involve risks and uncertainties. See "Forward-Looking Statements". In addition, to give a comprehensive view of our and Soccer's business and operations, in light of the operational and contractual interconnection between our business and AS Roma's business, this summary and the Offering Memorandum as a whole contain information relating to AS Roma's business and operations despite the fact that AS Roma will not guarantee the Notes and is therefore not liable for amounts owing thereunder. As a consequence, noteholders are advised that they will have no recourse against AS Roma in respect of amounts owing on the Notes, and no undue reliance should therefore be placed on the financial results or operations of AS Roma in respect of the Issuer's ability to make payments on the Notes. See "Risk Factors—Risks Related to the Notes and the Collateral—AS Roma will not guarantee the Notes and is therefore not liable for amounts owing thereunder. As a consequence, noteholders are advised that they will have no recourse against AS Roma in respect of amounts owing on the Notes".

Overview

ASR Media and Sponsorship S.p.A. was formed in 2014 in connection with the contribution to it by AS Roma and Soccer of their business relating to media, broadcast and sponsorship rights, AS Roma's historical media archives and the intellectual property rights relating to the AS Roma brand.

We generated Cash Inflows of €229.5 million and Cash Drawn for Debt Service of €213.3 million for the twelve months ended March 31, 2019. We generate Cash Inflows through two principal business activities, media and sponsorships:

Media:

We generate Media Inflows through: (i) the receivables associated with AS Roma's broadcasting rights ("**Indirect Media Cash Inflows**") and (ii) the receivables associated with Roma TV, our subscription based television channel, Roma Radio, our FM radio station and the licensing of AS Roma's archive content rights ("**Direct Media Cash Inflows**").

- **Indirect Media Cash Inflows:** AS Roma generates all Media Revenue from LNP and UEFA, the receivables of which are assigned to the Issuer by AS Roma pursuant to the Receivables Assignment Agreements. For a discussion of the rules and regulations governing TV rights distributions, see "*Regulation—Decree Nine, as amended by the Pacchetto Lotti"* and *"Issuer's Business—Our Inflows Drivers—Media—Indirect Media Cash Inflows*". The relevant proceeds are either (i) paid directly to the Issuer from the relevant broadcasters or (ii) paid directly or indirectly by AS Roma to the Issuer. For a further discussion, see *"Certain Relationships and Related Party Transactions—Agreements for the Assignment of Receivables from Indirect Media Rights Contracts and Certain Sponsorship Contracts*".
- **Direct Media Cash Inflows:** Soccer is party to all arrangements relating to Roma TV, our subscription based television channel, Roma Radio and the licensing of AS Roma's archive content rights. All Soccer Media and Sponsorship Revenues received by Soccer are paid into the Issuer's Cash Inflows Account, either (a) in satisfaction of payment obligations of Soccer to the Issuer (by way of the lease rental payment due to the Issuer under the Lease Agreement or to pay interest and/or principal under the Amended and Restated MediaCo/Soccer Loan Agreement) or (b) by way of funding a new subordinated loan from Soccer to the Issuer (under the Amended and Restated Subordinated Loan Agreement). For further discussion, see *"Certain Relationships and Related Party Transactions—Lease Agreement*", "*Description of Certain Financing Arrangements—Intercompany Loans*" and "*Description of Certain Financing Arrangements—Amended and Restated Subordinated Loan Agreement*".

Our Media Cash Inflows was €189.8 million for the twelve months ended March 31, 2019, which constituted 82.7% of our Cash Inflows. See "*Management's Discussion and Analysis of Financial Condition and Results of Operations of the Issuer—Key Performance Indicators—Cash Inflows*". For the twelve months ended June 30, 2018 Indirect Media Cash Inflows constituted 84.3% of our Cash Inflows and Direct Media Cash Inflows constituted 4.1% of our Cash Inflows.

Sponsorships:

We generate Sponsorship and Other Cash Inflows through kit and shirt sponsorship relationships with leading international and regional companies, and through other club sponsors. Our global sponsorships include leading brands such as Nike, Qatar Airways and Hyundai.

Each sponsorship agreement is with either Soccer or Soccer and AS Roma, and payments under each sponsorship agreement are paid directly to Soccer. All Sponsorship and Other Cash Inflows received by Soccer is paid directly or indirectly into the Issuer's Cash Inflows Account, either (a) in satisfaction of payment obligations to the Issuer (by way of the lease rental payment due to the Issuer under the Lease Agreement or to pay interest and/or principal under the Amended and Restated MediaCo/Soccer Loan Agreement) or (b) by way of funding a new subordinated loan from Soccer to the Issuer (under the Amended and Restated Subordinated Loan Agreement). For further discussion, see *"Issuer's Business—Our Inflows Drivers—Sponsorships*", *"Certain Relationships and Related Party Transactions—Lease Agreement*", "*Description of Certain Financing Arrangements—Intercompany Loans*" and "*Description of Certain Financing Arrangements—Amended and Restated Subordinated Loan Agreement*".

Our Sponsorship and Other Cash Inflows was €39.7 million for the twelve months ended March 31, 2019, which constituted 17.3% of our Cash Inflows for the twelve months ended March 31, 2019.

The club's official shirt sponsor is Qatar Airways, which has been AS Roma's shirt sponsor since 2018, and the official kit provider is Nike, which has provided AS Roma's kit since the 2014/2015 season. The club also has had a back of shirt sponsorship agreement with Hyundai since 2018.

The Club:

With a history dating back to 1927, AS Roma is a leading European football club and one of the top football clubs in Italy. AS Roma participated in all but one of the 87 seasons in Italy's top football league, known as Serie A, since the league's inception in 1929. AS Roma has won three Serie A titles, nine Coppa Italia Championships and two Supercoppa Italiana titles. In European competitions AS Roma won the Inter-Cities Fairs Cup in 1960/1961 and was runner-up in the 1983/1984 UEFA Champions League and the 1990/1991 UEFA Cup. AS Roma has qualified for the UEFA Champions League (the world's premier (and most lucrative) club competition) in eight out of the last 13 seasons. In the 2017/2018 UEFA Champions League, AS Roma reched the semi-finals.

The club is headquartered in Rome, Italy's largest municipality in terms of population. The team's home matches are played at Stadio Olimpico in Rome, which the team leases from the Italian Olympic Committee, the owner of the stadium. Stadio Olimpico, with a listed capacity of 73,261, is the main and largest sports facility in Rome and has served annually as the venue for the Coppa Italia final. AS Roma has been planning a new multi purpose stadium, Stadio della Roma, currently intended at the Tor di Valle site located in the southwest of Rome. The stadium plan incorporates a modern steel, glass and stone design evoking the Colosseum, with multiple seating configurations and a planned capacity of 53,500. As planned, Stadio della Roma will be located within a mixed-use entertainment district which we believe could create one of the largest sports, entertainment and business districts in Europe, a hub for dining, entertainment, work, hospitality and sport.

According to the CSL Report, as at the date of this Offering Memorandum, AS Roma has a fan base of an estimated 89.4 million fans across 45 countries worldwide including those in the Americas, Europe, Middle East and Asia, and has expanded the worldwide reach of its brand through participation in a variety of friendly matches and tours in the United States, Canada and Asia. Since 2012, AS Roma has toured U. S., Canada, Spain, Portugal, Australia, United Arab Emirates, and Indonesia for pre-season exhibition matches.

Over the last two years, AS Roma has had an average match attendance of approximately 37,500 during the 2017/2018 season and approximately 38,600 during the 2018/2019 season, compared to an average attendance of approximately 20,300 across Serie A during the 2018/2019 season. AS Roma estimates that its matches had an average of 1.21 million TV viewers per match. AS Roma also engages with supporters on a variety of digital platforms, including its website, www.asroma.com, which was named best sports website in 2017 by the Interactive Media Awards and has approximately 5 million page views per month (as of May 2019). AS Roma also has over 15.8 million (non-unique) followers across its Facebook, Twitter, Instagram and other official social media accounts. In 2018, there were 104 million video views on its Facebook page, over 1 billion impressions on its Twitter account and 95 million video views on its Instagram page. In 2018, AS Roma's social media accounts added over 2.2 million new followers. AS Roma was the first Italian football club to use Snapchat Spectacles and has launched an innovative content partnership with Snapchat to create a show which airs weekly on the mobile Snapchat Discover page. AS Roma was the first football club to use Facebook Live to broadcast a full match, to conduct a live Q&A with its owner on Facebook and Twitter, to use Google Glass to broadcast a match through the coach's eyes, to launch a crowd-sourced website using Reddit, and the first to partner with Medium for long-format content. AS Roma has an official YouTube channel which has over 54 million AS Roma content views, over 308,000 subscribers and contains over 700 videos of the team, players and team events. AS Roma was the first football club in the world to monetize Apple iTunes playlists for fans.

We are 99.98% directly and indirectly owned by AS Roma. AS Roma is indirectly controlled by James J. Pallotta through his control of AS Roma SPV LLC, which indirectly owns 86.577% of AS Roma. James J. Pallotta has served as President of AS Roma since 2012. He is the former Vice Chairman of Tudor Investment Corporation and Senior Vice President of Essex and is currently the Chairman and Chief Executive Officer of Raptor Capital Management LP (the "**Raptor Group**"), a diversified financial services firm. In addition to AS Roma, he also has an ownership stake in the Boston Celtics where he serves on the team's executive board.

Our Competitive Strengths

We believe that we have the following competitive strengths:

We benefit from strong historical financial performance and a solid revenue base

We benefit from strong historical financial performance and a solid revenue base to support future growth from our media and sponsorship activities. Over the last three fiscal years, our Cash Inflows decreased from €181.2 million in the fiscal year ended June 30, 2016, to €157.2 million in the fiscal year ended June 30, 2017, and successively increased to €205.1 million in the fiscal year ended June 30, 2018, a CAGR of 4.2%. Serie A's broadcast revenue is determined by multi-year contracts between the LNP and the broadcasters and is then allocated among Serie A teams. As of the 2018/2019 season, the formula to determine the allocations to be distributed to each team has changed pursuant to the Pacchetto Lotti and, as of the 2021/2022 season, pursuant to the Budget Law for 2019. The formula now allocates 50% of revenues between all teams participating in Serie A (increased from 40%), 30% of revenues on the basis of the team's performance (of which 15% is based on performance in the last championship (increased from 5%), 10% is based on performance in the last five championships (reduced from 15%) and 5% is based on historial performance at national and international levels (reduced from 10%)) and 20% of revenues based on the team's social rooting (*radicamento sociale*) which is determined on the basis of the following elements: (a) the live audience of each Serie A club, based on the number of paying spectators in the stadiums (accounting for 12%) and (b) the certified television audience share (accounting for 8%). As such, AS Roma has historically been allocated one of the largest portions of broadcasting revenue among Serie A teams (and the receivables associated with this revenue are assigned to us) and we expect an increase in the broadcasting revenues allocated to AS Roma as a result of the changes to the distribution formula (in comparison to other teams such as Juventus and Inter Milan) due to the reduced importance on a team's fan base and greater importance on a team's recent performance and allocation between all participants in Serie A. See "*Issuer's Business—Our Inflows Drivers—Media—Indirect Media Cash Inflows—Serie A*". For the fiscal years ended June 30, 2016, 2017 and 2018, our Serie A Indirect Media Cash Inflows was €86.5 million, €95.5 million and €93.3 million, respectively. On October 10, 2017, LNP announced that the international–only Serie A broadcasting rights for the 2018-2021 seasons had been sold for €371.0 million per season, a 95% increase in value over the annual amount for each of the previous three seasons. The domestic broadcasting rights for Serie A for the 2018-2021 seasons were sold for €973 million per season, with the opportunity for revenues to increase by an additional €150 million per year based on provider subscription and revenue growth, (compared to €945 million annually from 2015 to 2018). The Serie A broadcasting rights for the 2018-2021 seasons have been assigned to Sky Italia and DAZN for national distribution and to IMG for international distribution.

Beginning in the 2018/2019 season, the top four teams, rather than the top three teams, in Serie A now qualify for the UEFA Champions League. This creates an additional opportunity for AS Roma to qualify for the UEFA Champions League. In the 2017/2018 season, AS Roma qualified for the UEFA Champions League and reached the semi-finals, which increased payments under many of our existing sponsorship contracts, including the contracts with Nike and Qatar Airways, and enabled us to collect significantly higher UEFA Indirect Media Revenues and provided greater visibility and increased opportunities for more lucrative sponsorships. AS Roma's performance in the 2017/2018 UEFA Champions League taking place during the fiscal year ending March 31, 2018, resulted in the club being the recipient of the second highest UEFA distribution (€83.9 million in revenue) and overall broadcast growth of €55.9 million during the fiscal year ended June 30, 2018. AS Roma reached the semi-finals of the UEFA Champions League in the 2017/2018 season and therefore received, as a UEFA distribution, a fixed amount of prize money for qualifying for the group stage (a "**Market Pool Payment**"), an additional amount for each match played and a bonus for qualification for and performance in the round of 16, quarter-finals and semi-finals.

We also derive significant Cash Inflows from our sponsorship contracts. Our Sponsorship and Other Cash Inflows was €17.6 million, €21.3 million and €23.9 million for the fiscal years ended June 30, 2016, 2017 and 2018, respectively. We benefit from long-term sponsorship contracts with partners such as Nike (kit provider since 2014/2015 season), Qatar Airways (front shirt sponsor since 2018/2019 season) and Hyundai (back of shirt sponsor since 2018/2019 season). The Nike agreement is for 10 years and commenced with the 2014/2015 season. The Nike agreement provides for an annual base fee of €4 million, to be increased once the first team is playing in all Serie A competitions at the planned Stadio Della Roma and the permanent mega-store at the stadium is opened and has been trading to the public for two months. Payments from the contract include royalties on replicas of playing jerseys and licensed products such as Nike products containing the AS Roma logo or other property rights sold depending on certain net sales thresholds. Furthermore we can receive incentive based additions depending on the achievement of certain sport results, or reductions to annual sponsorship based on team performance. In addition, we benefit from supply of kit and other Nike products up to a yearly allowance ranging from €1.1 million to €1.2 million. We received €5.6 million under the Nike agreement for the fiscal year ended June 30, 2018 and we expect to receive €5.2 million for the fiscal year ending June 30, 2019. See "*Issuer's Business—Our Inflows Drivers— Sponsorships—Kit Sponsors—Nike*". The front shirt sponsorship agreement with Qatar Airways is for a 3 year period and commenced with the 2018/2019 season. Under our current shirt sponsorship agreement with Qatar Airways, we received a signing fee of €6.0 million plus €11 million annual base fee through to the 2020/2021 season. See "*Issuer's Business—Our Inflows Drivers— Sponsorships—Kit Sponsors—Qatar Airways*". The backshirt sponsorship agreement with Hyundai is for 3 years with the option for Hyundai to extend for a further year. We receive an annual fee of €3.035 million for the 2018/2019 season and €3.075 million for each of the 2019/2020 and 2020/2021 seasons. We also receive an additional fee of €0.25 million for each

season played in Stadio della Roma. We also receive certain performance-based bonuses for winning Serie A (€0.5 million) or Coppa Italia (€0.2 million). See "*Issuer's Business—Our Inflows Drivers— Sponsorships—Kit Sponsors—Hyundai*".

Additionally, Soccer has an agreement with Sky Italia for Roma TV, AS Roma's pay TV satellite channel (the Sky Media Agreement) and with respect to the digitalization and marketing in Italy of archive content of matches played in Serie A (available 48 hours after the match has been played), as well as Coppa Italia and Supercoppa Italiana matches (the Sky Library Agreement). Roma TV is a comprehensive sports network with national reach of over 4.2 million households in Italy. The station provides subscribers with access to exclusive content and programs. Soccer also has a FM radio station, called Roma Radio, which provides national and international radio streaming. All revenues received by Soccer under the Sky Media Agreement and the Sky Library Agreement are paid into the Issuer's Cash Inflows Account, directly or (up to the date it is closed, in any case by no later than 90 days after the Issue Date) through the Interim Account, together with the Sponsorship and Other Cash Inflows, either (a) in satisfaction of payment obligations of Soccer to the Issuer (by way of the lease rental payment due to the Issuer under the Lease Agreement or (b) to pay interest and/or principal under the Amended and Restated MediaCo/Soccer Loan Agreement) or by way of funding a new subordinated loan from Soccer to the Issuer (under the Amended and Restated Subordinated Loan Agreement).

AS Roma is one of the leading European football clubs with a global, strong and engaged fan base making the AS Roma brand one of the most recognizable and valuable in the sport

AS Roma's global and passionate fan base, combined with its iconic history, makes the AS Roma brand one of the most valuable and recognizable in the sport. With a history dating back to 1927, AS Roma is a leading European football club and one of the top football clubs in Italy. AS Roma participated in all but one of the 87 seasons in Italy's top football league, known as Serie A, since the league's inception in 1929. AS Roma has won 3 Serie A titles, 9 Coppa Italia champsionships and 2 Supercoppa Italiana titles. In European competitions AS Roma won the Inter-Cities Fairs Cup in 1960/1961 and was runner-up in the 1983/1984 UEFA Champions League and the 1990/1991 UEFA Cup. AS Roma has qualified for the UEFA Champions League (the world's premier (and most lucrative) club competition) in eight out of the last 13 seasons. In the 2017/2018 UEFA Champions League, AS Roma reached the semi-finals. AS Roma's jersey has been worn by some of the world's most famous players, including Francesco Totti, who is widely considered the best player in AS Roma's history. Totti played for the first team since 1993 and served as captain of the AS Roma's first team for 18 seasons until retiring in 2017. He holds the record as the player with the most appearances (786) and goals (307) for AS Roma. Totti was elected Serie A Italian Footballer of the Year five times and currently holds the record as Serie A's second highest goalscorer of all time. Giuseppe Giannini, Roberto Pruzzo, Agostino Di Bartolomei, Bruno Conti, Daniele De Rossi, Attilio Ferraris IV, Fulvio Bernardini and Vincenzo Montella are among the AS Roma alumni who have played for the Italian national team. The chart below shows AS Roma's Serie A performance over the last ten seasons.



Source: CSL Report

AS Roma has been increasing its global fan base through completing summer tours. Since 2012, AS Roma has toured in the U. S., Canada, Spain, Portugal, Australia, United Arab Emirates and Indonesia for pre-season exhibition matches. In 2014, AS Roma competed in four matches in major U. S. cities – Fenway Park (Boston), Sports Authority Field (Denver), Cotton Bowl (Dallas), and Lincoln Financial Field (Philadelphia). In 2013, AS Roma appeared in the MLS All-stars in Kansas City and participated in friendlies in Toronto and Washington D.C. AS Roma has a youth team which has successfully toured in Vietnam, South Africa and China. In 2014, 2016, 2017 and 2018, AS Roma's first team toured the U. S. for its summer tour participating in the International Champions Cup ("**ICC**"), an invitational

friendly matches tournament playing against famous opponents such as Real Madrid, Barcelona, Tottenham and Paris Saint Germain. AS Roma women's team began competing in the women's Serie A during the 2018/19 season. The team is coached by Elisabetta Bavagnoli, who was one of the top players on the Italian National team for many years. We believe that AS Roma's kit partnership with Nike is further enhancing the brand by leveraging Nike's global distribution capabilities and brand exposure. Additionally, AS Roma's participation in the UEFA competitions will continue to expand its global reach and increase the popularity of the team internationally. According to the CSL Report, as at the date of this Offering Memorandum, AS Roma has a fan base of an estimated 89.4 million fans across 45 countries worldwide including those in the Americas, Europe, Middle East and Asia, and has expanded the worldwide reach of its brand through participation in a variety of friendly matches and tours in the United States, Canada and Asia. Since 2012, AS Roma has toured the U. S., Canada, Spain, Portugal, Australia, United Arab Emirates, and Indonesia for pre-season exhibition matches.

AS Roma also benefits from its positioning in an iconic global city, and over the last two years AS Roma has had an average match attendance of approximately 37,500 during the 2017/2018 season and approximately 38,600 during the 2018/2019 season, compared to an average attendance of approximately 20,300 across Serie A during the 2018/2019 season. AS Roma ranks 4th behind only Inter, AC Milan and Juventus in terms of average season ticket sales over the past five years. AS Roma is one of the most popular clubs in Europe and has the 5th most TV viewers per match in Serie A. AS Roma estimates that its matches had an average of 1.21 million TV viewers per match. AS Roma also engages with supporters on a variety of digital platforms, including its website, www.asroma.com, which was named best sports website in 2017 by the Interactive Media Awards and has approximately 5 million page views per month (as of May 2019). AS Roma also has over 15.8 million (non-unique) followers across its Facebook, Twitter, Instagram and other official social media accounts. In 2018, there were 104 million video views on its Facebook page, over 1 billion impressions on its Twitter account and 95 million video views on its Instagram page. In 2018, AS Roma's social media accounts added over 2.2 million new followers. AS Roma has an official YouTube channel which has over 54 million AS Roma content views, over 308,000 subscribers and contains over 700 videos of the team, players and team events. AS Roma was the first football club in the world to monetize Apple iTunes playlists for fans. AS Roma has an official e-commerce and fan site which offers interactive games, videos, ticket sales and online shopping.

The Rome market drives high media and sponsorship revenues

Rome is a global city with international historical, cultural and economic significance. Many national and international corporations have their headquarters in Rome, including Enel, Eni, Poste Italiene, Leonardo and Telecom Italia. Rome is ranked 7th amongst major European football markets for the number of corporations with over €1.0 million in annual sales. Rome is the most populous city in Italy with a city population of approximately 3 million, the second-largest metropolitan region in Italy with a population of 4.3 million people, and has the second highest GDP in Italy, with Lazio having a GDP of €193 billion. Founded in 753 B.C., Rome has a history that spans more than 2,500 years and is home to some of the most iconic and historically significant sites in the world, including the Colosseum, the Trevi Fountain, the Pantheon, amongst others. Rome is one of the most visited cities in the world, ranking the 14th most popular tourist destination globally, with approximately 9.6 million international arrivals each year, according to Euromonitor International 2018.

Rome's global business and robust international tourism industry combine to provide an ideal market for the AS Roma brand, supporting AS Roma's attractiveness to a worldwide audience and to domestic and international corporations for advertising, sponsorships and premium seating.

Football is the most popular sport in the world and Serie A is one of the top professional leagues worldwide

European professional football is one of the leading spectator sports in the world and comprises the top three most-watched sporting events in the world. Over 56 million people attend "Big Five" league European football matches annually. According to the CSL Report, football, as the most popular sport in the world, has three of the most-watched live sporting events globally. These include the Fifa World Cup (884 million viewers for the 2018 final), the UEFA European Championship (300 million viewers for the 2016 final) and the UEFA Champions League (200 million viewers for the 2019 final). According to the CSL Report, Serie A is regarded as one of the best football leagues in the world. For the 2018/2021 seasons, the international and domestic broadcasting rights for Serie A matches were sold for €371 million and €973 million respectively. The value of the top four professional football clubs has increased 195% in the last 10 years. Serie A generates the third highest broadcasting revenues of football leagues globally and ranks sixth across all global sports leagues. Moreover, during the 2017-18 season, Serie A generated €2.2 billion, making it the fourth highest European league in terms of generated revenue and representing a significant 30 per cent growth from Serie A league revenues generated during the 2012-13 season.

Serie A has a long history of success, with its participant clubs having won 30 UEFA titles, including 12 UEFA Champions League titles (and competing in the UEFA Champions League final 28 times in 64 years of the tournament's existence), 9 UEFA Europa League titles, 7 Cup Winners' Cup titles and 9 UEFA Super Cup titles. Serie A clubs have the second highest number of UEFA championship titles and UEFA Champions League appearances of all European domestic football leagues.

Highly experienced management team with defined Group strategy

The Group has a highly experienced management team focused on realizing the full sporting and commercial potential of our Group. The Group has attracted top managerial talent from other football clubs and global corporations with experience and expertise in the sports, finance, marketing, sponsorship and commercial sectors. In 2011, AS Roma was brought under a new ownership group led by James J. Pallotta with the intention of making AS Roma a global brand. Mr. Pallotta has served as President of AS Roma since 2012. He is the former Vice Chairman of Tudor Investment Corporation and is currently the Chairman and Chief Executive Officer of Raptor Capital Management LP. In addition to AS Roma, he also has an ownership stake in the Boston Celtics, where he serves on the team's executive board. AS Roma's Chief Executive Officer, Guido Fienga, has extensive senior leadership experience in the media industry. Mr. Fienga began working with AS Roma as strategy and media director in 2013 before being appointed chief operating officer in 2018. Experienced executives have been recruited to oversee key areas such as commercial, media, finance, administration, legal, communications, security and football. Under the new ownership, the Group currently intends to develop a new home stadium for AS Roma. As planned, Stadio della Roma would be located within a mixed-use entertainment district which we believe could create one of the largest sports, entertainment and business districts in Europe, a hub for dining, entertainment, work, hospitality and sport. The Group is also expanding its global brand by leveraging its 89.4 million fans across 45 countries worldwide.

The Issuer's financing structure provides protections for noteholders

The Issuer's financing structure provides protections for noteholders, as the Indenture will require that the Issuer prioritize the allocation of funds to various Secured Accounts to pre-fund operating expenses, debt service and taxes before making distributions to AS Roma. The Indenture will also require that the Issuer maintain a minimum Debt Service Coverage Ratio (on a historical and forward-looking basis) (as defined in "Description of the Notes") of 1.5x with such Debt Service Coverage Ratio to be tested semi-annually at the time of delivery of the financial statements for the Issuer's second and fourth financial quarters. Furthermore, the Indenture will require that the Issuer mandatorily redeem part of the Notes under certain circumstances related to relegation or agreements relating to indirect media rights no longer being in effect.

Our strategy

Continue to maximize significant revenue opportunity

We believe that there are consistent opportunities to further increase revenues of the Club. The media landscape is continuously evolving, and we have experienced an increase in the value of the Serie A and UEFA Competition rights both at the domestic and international levels. AS Roma is working to capitalize on these opportunities with Serie A and UEFA. For match day revenues, we are shifting toward digital sales and have increased our focus on the tourist market, and as a result, we have experienced an improvement in Key Performance Indicators. We acquired the retail and licensing rights from Nike which provides us with direct control of our brand and assets and a direct-to-consumer approach. We are implementing a strategy which will open up new distribution channels, and provide direct access to our consumer, allowing us to engage with them in a more modern and dynamic way to drive an increase in both licensing and retail revenues. With regard to sponsorship, our London and Rome-based teams have started to employ a holistic approach to engage with partners through any asset of the club, including Roma Studio, marketing these assets to promote the club as a media/content platform able to generate consumer engagement for our partners. Moreover, within our marketing department, we have started a new CRM project to ensure we maximize the opportunities given by a deep knowledge of our fans and of the dynamics of our relationship with them; the final aim of a deeper and more innovative relationship with the fans through a proper CRM platform is to increase our performances in terms of sponsorship sales, ticketing and merchandising.

We believe that there are opportunities to further increase revenues from sponsorships, particularly through improving the terms of existing sponsorship contracts and entering into new sponsorship contracts. We have an internal sponsorship team dedicated to local sponsorship sales and servicing and a London-based global activation and sales office. Practices at the management level aim to align incentives for AS Roma's sales force with sponsorship targets, such as increasing accountability through performance-based compensation, the development of clear revenue targets and a reporting structure to track and manage progress and forecasting.

We also focus on expanding our brand awareness and sponsorship opportunities internationally, particularly in the U. S. and Asia. Since 2012, AS Roma has toured in the U. S., Canada, Spain, Portugal, Australia, United Arab Emirates and Indonesia for pre-season exhibition matches. In 2014, AS Roma competed in four matches in major U. S. cities – Fenway Park (Boston), Sports Authority Field (Denver), Cotton Bowl (Dallas), and Lincoln Financial Field (Philadelphia). In 2013, AS Roma appeared in the MLS All-stars in Kansas City and participated in friendlies in Toronto and Washington D.C. AS Roma has a youth team which has successfully toured in Vietnam, South Africa and China. In 2014, 2016, 2017 and 2018, AS Roma's first team toured the U. S. for its summer tour participating in the ICC, an invitational friendly matches tournament playing against famous opponents such as Real Madrid, Barcelona, Tottenham and Paris Saint Germain. We believe these efforts will result in increased sponsorship revenue.

According to the Deloitte LLP Football Money League 2019 report, AS Roma is the highest climber of the Deloitte LLP Football Money League in 2019, rising 9 places to 15th in the ranking of European football clubs by total revenue

(which includes commercial and matchday revenue as well as broadcasting revenue), achieving growth across all revenue streams with a club record revenue of €250 million, compared to €666 million in revenue earned by Manchester United, €629.2 million earned by Bayern Munich, €690.4 million earned by FC Barcelona and €750.9 million earned by Real Madrid. According to the Deloitte LLP Football Money League 2019 report, in the fiscal year ended June 30, 2018, AS Roma received a total of €35.5 million in sponsorship, merchandising and revenue from other commercial operations, while other European clubs such as Real Madrid, Manchester United, Bayern Munich and FC Barcelona each reported sponsorship, merchandising and revenue from other commercial operations of over €300 million. According to the Deloitte LLP Football Money League 2019 report, the positive effect from AS Roma's strong performances in UEFA club competitions was further underlined by matchday and commercial growth of 44% (€10.9 million) and 46% (€15.1 million), respectively. As at the date of this Offering Memorandum, 35.8% of AS Roma's total revenue is derived from commercial revenue, which gives AS Roma an opportunity to maximise revenue, relative to other clubs.

Increase the value of the AS Roma brand by creating compelling content and increasing fan engagement

We are focused on increasing the value of the AS Roma brand by creating a variety of compelling content to support increased engagement with AS Roma's fans across traditional media and digital platforms and to enhance the value proposition that the brand offers to current and potential sponsors. Additionally, Soccer has an agreement with Sky Italia for Roma TV, AS Roma's pay TV satellite channel (the Sky Media Agreement) and with respect to the digitalization and marketing in Italy of archive content of matches played in Serie A (available 48 hours after the match has been played), as well as Coppa Italia and Supercoppa Italiana matches (the Sky Library Agreement). Roma TV is a comprehensive sports network with national reach of over 4.2 million households in Italy. The station provides subscribers with access to exclusive content and programs. Soccer also has a FM radio station, called Roma Radio, which provides national and international radio streaming. All revenues received by Soccer under the Sky Media Agreement and the Sky Library Agreement are paid into the Issuer's Cash Inflows Account, directly or (up to the date it is closed, in any case by no later than 90 days after the Issue Date) through the Interim Account, either in satisfaction of payment obligations of Soccer to the Issuer (by way of the lease rental payment due to the Issuer under the Lease Agreement or to pay interest and/or principal under the Amended and Restated MediaCo/Soccer Loan Agreement) or by way of funding a new subordinated loan from Soccer to the Issuer (under the Amended and Restated Subordinated Loan Agreement).

AS Roma also engages with AS Roma fans around the world on a variety of digital platforms, including its website, www.asroma.com and AS Roma's approximately 15.8 million (non-unique) social media followers across its Facebook, Twitter, Instagram and other official social media accounts. In 2018, there were 104 million video views on its Facebook page, over 1 billion impressions on its Twitter account and 95 million video views on its Instagram page. In 2018, AS Roma's social media accounts added over 2.2 million new followers. AS Roma was the first Italian football club to use Snapchat Spectacles and has launched an innovative content partnership with Snapchat to create a show which airs weekly on the mobile Snapchat Discover page. AS Roma was the first football club to use Facebook Live to broadcast a full match, to conduct a live Q&A with its owner on Facebook and Twitter, to use Google Glass to broadcast a match through the coach's eyes, to launch a crowd-sourced website using Reddit, and the first to partner with Medium for long-format content. AS Roma has an official YouTube channel which has over 54 million AS Roma content views, over 308,000 subscribers and contains over 700 videos of the team, players and team events. AS Roma was the first football club in the world to monetize Apple iTunes playlists for fans. AS Roma has an official e-commerce and fan site which offers interactive games, videos, ticket sales and online shopping. As AS Roma's social media reach increases, we benefit from additional touchpoints with supporters worldwide, and this increased supporter engagement enhances AS Roma's appeal to sponsors and advertisers. We intend to focus on developing premium and exclusive content to appeal to our fans and followers around the world and to continue to attract new supporters in a variety of markets.

In addition to providing fans with more and improved AS Roma content across diverse platforms, we aim to increase the level of engagement of AS Roma's fans with this content. We launched an AS Roma official app in 2015, which allows fans to purchase matchday tickets online, receive live updates during matches and view exclusive team content. AS Roma is also focused on developing platforms and programs – including RomaUnicoGrandeAmore – offering special access to team events and photo opportunities to particularly engaged fans as well as creating additional programs tailored to families, such as the dedicated fan and family areas and attractions at Stadio Olimpico, to continue building a new generation of support among AS Roma's youngest fans. Since 2012, AS Roma has toured in the U. S., Canada, Spain, Portugal, Australia, United Arab Emirates and Indonesia for pre-season exhibition matches. We believe that AS Roma's kit partnership with Nike further enhances the brand by leveraging Nike's global distribution capabilities and brand exposure. Additionally, AS Roma's participation in the UEFA competitions will continue to expand its global reach and increase the popularity of the team internationally. Our demonstrated commitment to grow AS Roma's fan universe and revenue base through a combination of compelling content across all media assets, team tours, strategic partnerships and on-pitch success makes AS Roma well-placed to capitalize on additional monetization opportunities with existing and future fans and allows us to benefit through enhancing existing sponsorships and providing opportunities for future sponsorships.

The Refinancing Transactions

In this Offering Memorandum, we use the term "Refinancing Transactions" to refer to the Offering and sale of the Notes and the application of proceeds therefrom as described in "Use of Proceeds". We expect that the gross proceeds from the Offering of the Notes will be approximately €275.0 million. We expect to use the proceeds from the Offering together with certain excess cash included in secured accounts associated with the Existing Facility (i) to pay fees and expenses, including the Initial Purchasers' commissions and the estimated expenses in respect of the Offering, (ii) to repay all amounts outstanding under the Existing Facility (iii) to fund the Secured Accounts, and (iv) for AS Roma's general corporate purposes through (a) amounts loaned to AS Roma via the Amended and Restated MediaCo/TeamCo Intercompany Loan Agreement; and (b) distribution of a dividend from the Issuer to AS Roma in an amount up to €2.6 million. See "*Capitalization*" and "*Description of Certain Financing Arrangements—Intercompany Loans*".

Our shareholders

We are owned by AS Roma (11.34%) and Soccer (88.66%). Soccer, in turn, is owned by AS Roma (99.98%), ASR Soccer (0.01%) and Brand Management (0.01%). AS Roma, in turn, is owned by NEEP Roma Holding S.p.A (83.284%), AS Roma SPV LLC (3.293%) and public shareholders (13.423%). See "*Principal Shareholders*".

NEEP Roma Holding S.p.A.

NEEP Roma Holding S.p.A. is a private company limited by shares incorporated in Italy with legal address at Via Principessa Clotilde 7, 00196 Rome, enrolled with the Companies' Register of Rome with No. 11418561004.

AS Roma SPV LLC

AS Roma SPV, LLC is the entity formed in 2011 to acquire control of AS Roma from the former owners. It is currently controlled indirectly by James J. Pallotta and governed by a six-member investor committee.

Issuer and AS Roma information

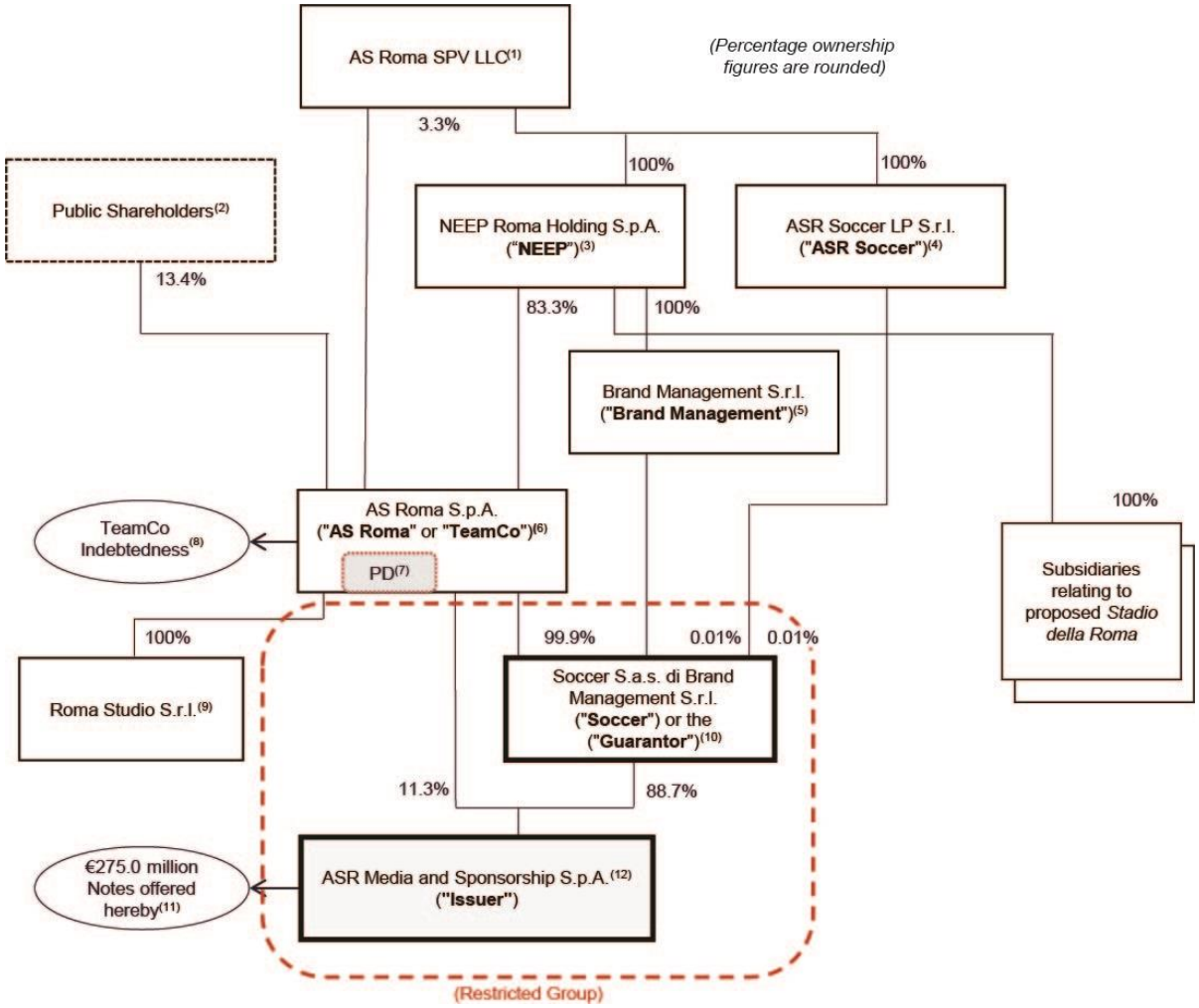
The Issuer was transformed from a limited liability company (*società a responsibilità limitata*) into a private joint stock company (*società per azioni*) under the laws of the Republic of Italy on July 11, 2019, and is registered under number 13121631009 with the Register of Companies of Rome (*Registro delle Imprese di* Roma) with registered office at Via Emilia, 47, 00187 Rome, Italy, and its telephone number is +39 06 501911. The Issuer's incorporation will terminate on December 31, 2070, subject to certain amendments being made to its by-laws to extend the period of its incorporation. As of the date of this Offering Memorandum, the Issuer had a fully paid-up share capital of €200,000. AS Roma directly and indirectly owns 99.98% of the Issuer. See "*Principal Shareholders*" and "*Annex A: Issuer By-Laws (Statuto)*".

AS Roma is registered under number 03294210582 with the Register of Companies of Rome(*Registro delle Imprese di* Roma) with registered office at Piazzale Dino Viola, 1 – 00128 Rome, Italy, and its telephone number is +39 06 501911. AS Roma's incorporation will terminate on December 31, 2050, subject to certain amendments being made to its by-laws to extend the period of its incorporation. AS Roma is listed on the Mercato Telematico Azionario (MTA) (Standard Class 1 segment) of Borsa Italiana, the Italian stock exchange, with 13.423% of its share capital held by public shareholders. As of the date of this Offering Memorandum, according to the shareholders' ledger, on the basis of notices received and other available information, the only parties on record as directly or indirectly holding shares with voting rights in excess of 3% of AS Roma's share capital are NEEP and AS Roma SPV LLC. See "*Principal Shareholders*".

CORPORATE STRUCTURE AND CERTAIN ARRANGEMENTS

Simplified Structure and Principal Indebtedness

The following diagram reflects a simplified summary of our corporate structure and shareholders and our principal indebtedness on an adjusted basis after giving effect to the Refinancing Transactions and the use of the proceeds thereof. For further information, see "Use of Proceeds", "Capitalization", "Description of Certain Financing Arrangements" and "Description of the Notes".



(1) AS Roma SPV is the entity formed in 2011 to acquire control of AS Roma from the former owners. It is currently controlled indirectly by James J. Pallotta and governed by a six member investor committee. See "*Principal Shareholders*".

(2) AS Roma is listed on the Mercato Telematico Azionario (MTA) (Standard Class 1 segment) of *Borsa Italiana*, the Italian stock exchange, with 13.423% of its share capital held by public shareholders. As of the date of this Offering Memorandum, according to the shareholders' ledger, on the basis of notices received and other available information, the only parties on record as directly or indirectly holding shares with voting rights in excess of 3% of AS Roma's share capital are NEEP and AS Roma SPV LLC.

(3) NEEP is a joint stock corporation (*società per azioni*) incorporated in Italy. In addition to the structure shown above, NEEP is the 100% shareholder of two subsidiaries not shown, which relate to the planned new stadium project, Stadio TdV S.p.A. and AS Roma Real Estate S.r.l.

(4) ASR Soccer is a limited liability company (*società a responsabilità limitata*) incorporated in Italy, which owns an 0.01% LP interest in Soccer.

(5) Brand Management S.r.l. is a limited liability company (*società a responsabilità limitata*) incorporated in Italy, which owns an 0.01% unlimited partnership interest in Soccer.

(6) AS Roma is the "TeamCo" in our structure and is the publicly listed entity with 99.98% direct and indirect ownership of the Issuer. TeamCo has previously (a) effected its Going Concern Contributions to MediaCo, and (b) established the PD.

(7) TeamCo created the PD (*patrimonio destinato ad uno specifico affare*), which includes indirect media contracts (including Serie A media contracts and UEFA competitions) and other contractual rights and obligations. The constitution of the PD is intended to create further protection in respect of the assets of AS Roma that are within the perimeter of the PD (such as the indirect media rights and the receivables arising therefrom) and, as a result, the claw-back risk with respect to receivables assignments is expected to be limited to the creditors of the PD rather than to creditors of AS Roma. In fact, the bankruptcy of AS Roma would not automatically trigger a bankruptcy claw-back of transactions regarding assets and liabilities included in the PD. Moreover, such assets and liabilities would be managed and disposed of by AS Roma's bankruptcy receiver separately from AS Roma's bankruptcy estate (or, as an alternative, AS Roma's bankruptcy receiver could sell the PD to third party investors to achieve business continuity or to liquidate the PD) meanwhile creditors of AS Roma will only be expected to have a claim against any residual value of the assets contained within the PD after satisfaction of all creditors of the PD itself. See "*Risk Factors—Risks related to our capital structure—There is has been limited use of, and case law on, the patrimonio destinato ad uno specifico affare*".

(8) TeamCo has credit facilities in place in an amount of approximately €20.5 million, of which approximately €20.5 million is expected to be outstanding as of the Issue Date. Pursuant to the Indenture, TeamCo will be permitted, *inter alia*, to incur indebtedness pursuant to any credit

facility (including in respect of letters of credit or bankers' acceptances issued or created thereunder) in a maximum aggregate principal amount at any time outstanding not exceeding €25.0 million. This amount includes the TeamCo indebtedness outstanding as of the Issue Date. See "*Description of the Notes—Certain Covenants—Limitation on Indebtedness—Restrictions on TeamCo*." Indebtedness of TeamCo is not guaranteed and neither the Issuer nor the Guarantor is a borrower or a guarantor under TeamCo's credit facilities.

(9) Roma Studio S.r.l. was incorporated in early 2018 as a wholly owned subsidiary of AS Roma. It is the company which manages the Group's media activities.

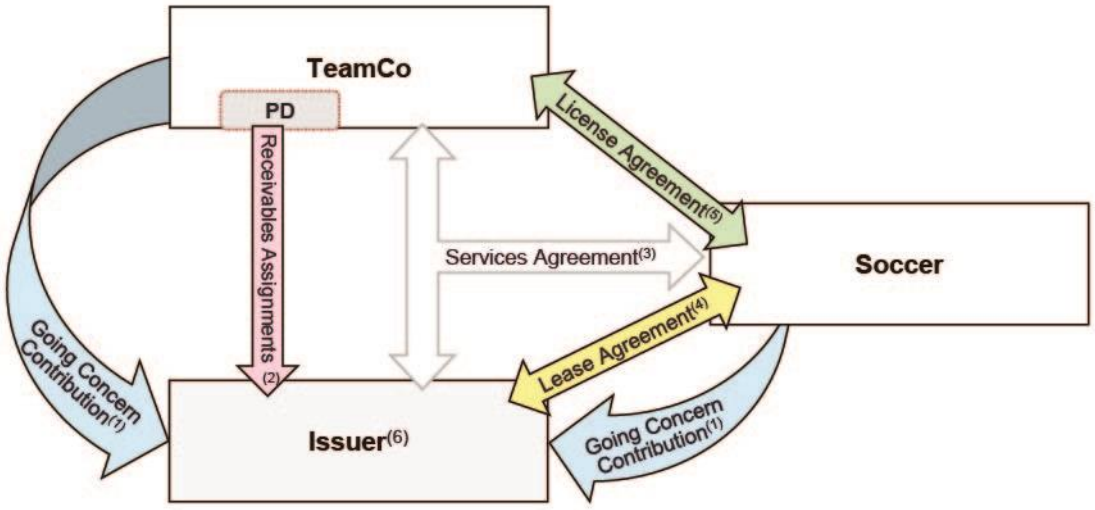
(10) Soccer is a limited partnership (società in accomandita semplice) incorporated in Italy, owned 99.98% by AS Roma, 0.01% by ASR Soccer and 0.01% by Brand Management. Soccer was retained in the group structure when MediaCo was established in order to best preserve key then-existing contracts. The Intercompany Loans and Lease Agreement described herein were entered into at this time. Soccer will guarantee the Issuer's obligations under the Notes on a senior basis. The obligations of the Guarantor will be contractually limited under the Guarantee to reflect limitations under applicable law. See "*Risk Factors—Risks related to the Notes—The Guarantee may be limited by Italian law or subject to certain limitations or defenses that may adversely affect its validity and enforceability*" and "*Limitations on validity and enforceability of the Guarantee and the Collateral and certain insolvency law considerations*".

(11) For a description of the Collateral securing the Notes, see "*Description of the Notes—Security—The Collateral*".

(12) The Issuer is a joint stock corporation (*società per azioni*) incorporated in Italy, owned 11.34% by AS Roma and 88.66% by Soccer.

Key Arrangements

The following diagram presents certain key arrangements among TeamCo, the Issuer and Soccer, which was retained in the group structure at the time MediaCo was established in order to best preserve key then-existing contracts.



(1) Two Going Concern Contributions were made in 2015 in favor of the Issuer:

(a) a contribution by TeamCo of its going concern comprising media license contracts; contractual relationships with certain employees; and certain office lease agreements, identified tangible assets, receivables, debts, and other liabilities; and concessions, licenses and permits relating to the exercise of the going concern contribution; and

(b) a contribution by Soccer of its going concern comprising: title to "AS Roma" trademarks and other identified intellectual property; marketing, license and sponsorship contracts; contractual relationships with certain employees; and certain office lease agreements, identified tangible assets, and other assets.

(2) TeamCo and the Issuer are parties to the Receivables Assignment Agreements which assign to the Issuer the rights to the receivables arising from media rights which could not or cannot be granted to the Issuer and certain sponsorship contracts which were entered into by TeamCo, as described under "*Certain Relationships and Related Party Transactions—Agreement for the Assignment of Receivables from Indirect Media Rights Contracts and Certain Sponsorship Contracts*."

(3) TeamCo provides certain services to MediaCo and Soccer in exchange for a services charge of nominal value.

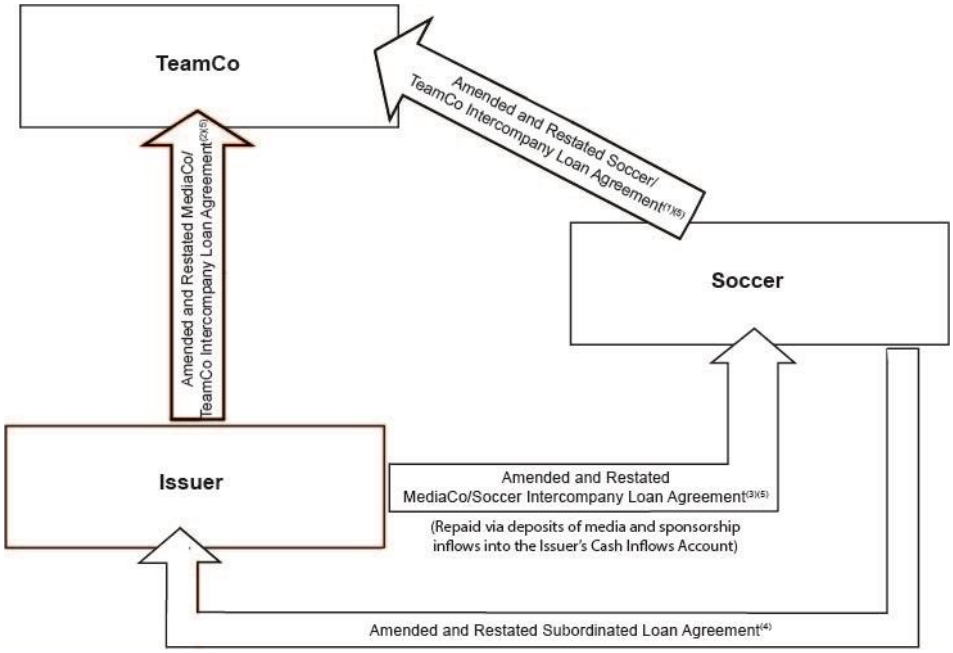
(4) The Issuer leased to Soccer its going concern, comprising the sponsorship business and direct media rights business, that were contributed by AS Roma and Soccer to the Issuer pursuant to the Going Concern Contributions, as further described in "*Certain Relationships and Related Party Transactions—Lease Agreement*".

(5) Soccer as lessee of the going concern of MediaCo entered into a license agreement allowing TeamCo the non-exclusive use of intellectual property related to the AS Roma brand in connection with the activities performed by TeamCo. TeamCo shall not use such intellectual property in connection with the design, adoption and use of team uniforms for any revenue generating activities. For further information see "*Certain Relationships and Related Party Transactions—License Agreement*".

(6) As party to the Tax Consolidation Agreement, we, together with, *inter alia*, AS Roma, Brand Management and AS Roma Real Estate S.r.l., pool together our respective taxable income and losses for IRES, and NEEP is responsible for both its own and our income tax obligations. Under the regulatory framework governing tax consolidation units, corporate income taxes relating to companies that have opted for the tax consolidation regime are determined on the basis of a single overall taxable base which consolidates the profits and losses of the parent company with those of its subsidiaries. As a result, a single tax payable or tax receivable applies to us and to the Group as a whole. In the case of a tax receivable, the parent company has the option to ask for refund or to carry forward the tax receivable. The tax consolidation regime allows the parent company and its subsidiaries to offset the parent company's losses against its subsidiaries' taxable income and vice versa. Pursuant to the Tax Consolidation Agreement, we are responsible for providing NEEP with all the documentation required for preparing and filing the consolidated income tax statement and NEEP is responsible for determining and paying the consolidated corporate income tax.

Intercompany Loans

The following diagram presents the Intercompany Loans and the Amended and Restated Subordinated Loan Agreement.



(1) The Amended and Restated Soccer/TeamCo Intercompany Loan Agreement governs intercompany loans made by Soccer, as lender, to AS Roma, as borrower.

(2) The Amended and Restated MediaCo/TeamCo Intercompany Loan Agreement governs intercompany loans made by the Issuer, as lender, to AS Roma, as borrower. The balance outstanding under the Amended and Restated MediaCo/TeamCo Intercompany Loan Agreement may be paid, in part, from time to time by set-off against outstanding Receivables Assignment Deferred Consideration. A portion of the proceeds of the Offering will be upstreamed by the Issuer in favour of TeamCo through, *inter alia,* the Amended and Restated MediaCo/TeamCo Intercompany Loan Agreement.

(3) The Amended and Restated MediaCo/Soccer Intercompany Loan Agreement governs intercompany loans (existing and future) by the Issuer, as lender, to Soccer, as borrower. The loan is repaid as the Issuer receives deposits of Soccer Media and Sponsorship Revenue into the Cash Inflows Account, if no lease rental payments are then due under the Lease Agreement. Additional amounts can be extended under the loan if the Issuer pays any of Soccer's operating expenses and / or tax liabilities and there is no principal or interest due from the Issuer to Soccer under the Amended and Restated Subordinated Loan Agreement.

(4) In the event (i) no lease rental payments are due under the Lease Agreement and (ii) no amounts are outsanding under the Amended and Restated MediaCo/Soccer Intercompany Loan Agreement, all Soccer Media and Sponsorship Revenue deposited to the Cash Inflows Account will qualify as an advance by Soccer to the Issuer under the Amended and Restated Subordinated Loan Agreement. Amounts outstanding under the Amended and Restated Subordinated Loan Agreement are repaid when a payment is made from the Issuer's Opex Account in payment of Soccer's operating expenses and tax liabilities.

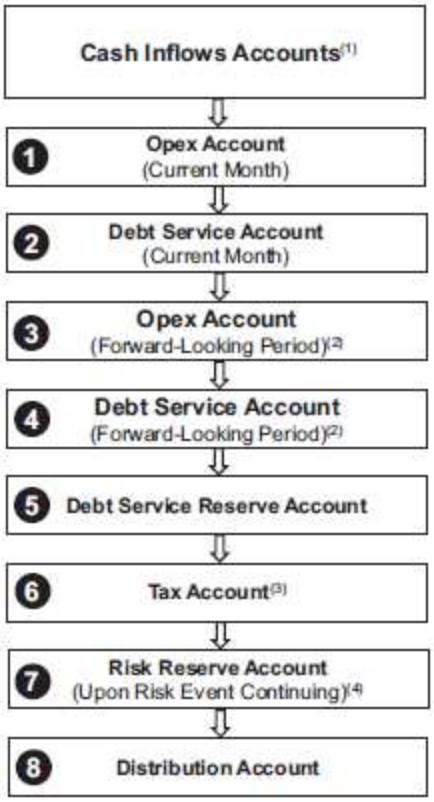
See "*Description of Certain Financing Arrangements—Intercompany Loan Agreements.*"

(5) The receivables arising under the Intercompany Loans will be assigned by way of security as part of the Collateral securing the Notes.

ISSUER SECURED ACCOUNT WATERFALL

The following diagram sets forth the Secured Accounts that the Issuer will be required to open and maintain pursuant to the Indenture. See "*Description of the Notes—Affirmative Covenants—Priority of Payments Waterfall—Designation of Accounts*". The Indenture will provide that on and after the Issue Date, the Issuer is required to cause or ensure that all revenues, cash or other amounts received or earned by it (including any interest in respect of amounts standing to the credit of any Secured Account, other than the Distribution Account) are paid directly or indirectly into the Cash Inflows Account. The Indenture will also provide that on and after the Issue Date, Soccer is required to cause or ensure that all Soccer Media and Sponsorship Revenue is paid into the Cash Inflows Account, directly or indirectly. The Indenture will further provide that AS Roma is required to cause or ensure that all amounts received from all proceeds arising from the Indirect Media Rights Arrangements are promptly deposited into the UEFA Account and subsequently paid into the Cash Inflows Account.

The Security Agent will apply amounts standing to the Rent/Intercompany Loan Account and the Subordinated Loan Account (and all proceeds of Indirect Media Rights Arrangments in the Cash Inflows Account) in the order set forth below on or before the fifteenth calendar day of each calendar month and on the last Business Day of each calendar month when the applicable accounts are fully funded upon request of the Issuer.



Payments made out of such accounts for any specified purpose by the Issuer or the Security Agent, as the case may be, will be made in accordance with a Secured Accounts Schedule (as defined under "*Description of the Notes*") provided by the Issuer to the Security Agent and are subject to certain conditions. See "*Description of the Notes—Affirmative Covenants—Priority of Payments Waterfall—Secured Account Waterfall*". On the Issue Date and *pro forma* for the Refinancing Transactions, it is expected that the Secured Accounts (to the extent applicable) will be fully funded.

(1) The Security Agent will apply amounts in the Cash Inflows Account, the Rent/Intercompany Loan Account and the Subordinated Loan Account in accordance with the Secured Accounts Schedule.

(2) The lesser of (i) the following five months (after the current month) and (ii) the period ending on the last business day of the third calendar month of the next financial year.

(3) The lesser of (i) the following six months and (ii) the remainder of the current financial year.

(4) "Risk Event" is defined under "*Description of the Notes—Certain Definitions*".

THE OFFERING

The summary below describes the principal terms of the Notes and the Guarantee. Certain of the terms and conditions described below are subject to important limitations and exceptions. The "Description of the Notes" section of this Offering Memorandum contains a more detailed description of the terms and conditions of the Notes and the Guarantee, including the definitions of certain terms used in this summary.

Issuer	ASR Media and Sponsorship S.p.A., a società per azioni organized under the laws of the Republic of Italy.
Guarantor	Soccer S.a.s. di Brand Management S.r.l., a società in accomandita semplice established under the laws of the Republic of Italy.
Notes Offered	€275,000,000 aggregate principal amount of 5.125% Senior Secured Notes due 2024.
Maturity Date	The Notes will mature on August 1, 2024.
Interest	The Notes will bear interest at a rate of 5.125% per annum.
Issue Price	100.000% (plus accrued interest, if any, from the Issue Date).
Interest Payment Date	Interest on the Notes will be payable semi-annually in arrears on June 30 and December 31 each year, beginning on December 31, 2019. Interest will accrue from the Issue Date.
Ranking	The Notes will be senior obligations of the Issuer and will: • rank equally in right of payment with all future indebtedness of the Issuer that is not subordinated in right of payment to the Notes; • be secured by first-priority liens over the Collateral. See below under "—*Security*"; • rank senior in right of payment to any existing and future indebtedness of the Issuer that is expressly subordinated in right of payment to the Notes; and • be effectively senior to the Issuer's future unsecured indebtedness to the extent of the value of the Collateral securing the Notes.
Guarantee	The Issuer's obligations under the Notes will be guaranteed on a senior basis by Soccer on the Issue Date. The obligations of the Guarantor will be contractually limited under the Guarantee to reflect limitations under applicable law. See "*Risk Factors—Risks related to the Notes, the Guarantee and the Collateral—The Guarantee may be limited by Italian law or subject to certain limitations or defenses that may adversely affect its validity and enforceability*" and "*Limitations on validity and enforceability of the Guarantee and the Collateral and certain insolvency law considerations*". The Guarantee will be subect to the terms of the Intercreditor Agreement and may be released under certain circumstances. See "*Description of Certain Financing Arrangements—Intercreditor Agreement*" and "*Description of the Notes—Guarantee*".
Ranking of the Guarantee	The Guarantee will: • be a general senior obligation of the Guarantor; • rank senior in right of payment to any existing and future indebtedness of the Guarantor that is expressly subordinated in the right of payment to the Guarantor's Guarantee; • rank *pari passu* in right of payment with any existing and future indebtedness of the Guarantor that is not subordinated in right of payment to the Guarantor's Guarantee; and • be effectively subordinated to any existing and future indebtedness of the Guarantor that is secured by property or assets to the extent of the value of the property and assets securing such indebtedness.

Security	The Notes will be secured by (i) a pledge over the entire corporate capital of the Issuer; (ii) a pledge over the entire corporate capital of Soccer; (iii) a pledge over the accounts of the Issuer (other than the Interim Account); (iv) a pledge over the accounts of Soccer; (v) a pledge over the UEFA account of AS Roma; (vi) a security assignment of the rights and receivables arising under, *inter alia*, the Intercompany Loans, the Lease Agreement, the Amended and Restated Subordinated Loan Agreement, the License Agreement, the Playing and Staging Agreement, the Services Agreement and the Tax Consolidation Arrangements; (vii) a security assignment by, respectively, the Issuer and Soccer, of the relevant rights and receivables arising under the Existing Direct Media Contracts, the Existing Indirect Media Contracts and the Existing Sponsorship Agreements, which also includes an undertaking by the Issuer and Soccer, as the case may be, to provide a security assignment of rights and receivables arising under the Future Indirect Media Contracts, the Future Direct Media Contracts and the Future Sponsorship Agreements; (viii) a pledge over the Issuer's material intellectual property rights. See "*Description of the Notes—Security*" and "*Description of the Notes—Certain Definitions*". The Indenture will require that, within three business days from the Issue Date, and subject to completion of the formalities for the release of the security interests granted in relation to the Existing Facility (to be carried out promptly on the part of the Issuer and/or the grantor of the relevant security interest) and certain perfection requirements (to be carried out within the time period provided for in the relevant security document), the Notes be secured on a first-ranking basis by the Collateral. See "*Risk Factors—Risks Related to the Notes, the Guarantee and the Collateral—You may not have a security interest in any of the Collateral on the Issue Date*." The security interests in the Collateral may be limited by applicable law or subject to certain defenses that may limit their validity and enforceability. See "*Risk Factors—Risks Related to the Notes and the Collateral—The Collateral will be subject to certain limitations on enforcement and may be limited by applicable laws or subject to certain defenses that may limit its validity and enforceability*" and "*Limitations on validity and enforceability of the Guarantee and the Collateral and certain insolvency law considerations*". The security interests over the Collateral may be released under certain circumstances. See "*Description of the Notes— Security—Release of Liens*" and "*Risk Factors—Risks Related to the Notes, the Guarantee and the Collateral—There are circumstances other than repayment or discharge of the Notes under which the Collateral may be released automatically, without your consent or the consent of the Trustee*".
Optional Redemption	The Issuer may redeem all or part of the Notes on or after August 1, 2021, at the redemption prices listed in the section entitled "*Description of the Notes—Optional Redemption*". At any time prior to June 30, 2021 the Issuer will be entitled, at its option, to redeem all or a portion of the Notes by paying a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest to, but excluding, the redemption date and additional amounts, if any, plus the relevant "make-whole" premium as described in the section entitled "*Description of the Notes—Optional Redemption*". In addition, at any time prior to June 30, 2021, the Issuer may redeem up to 40% of the aggregate principal amount of the Notes at a price equal to 100% of the principal amount of the Notes, plus accrued and unpaid interest to, but excluding, the redemption date and additional amounts, if any, with the net proceeds from certain public equity offerings.
Amortization	The Issuer will be required to redeem a specified portion of the Notes at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date and additional amounts, if any, on a *pro rata* basis on each date set forth below:

Mandatory Amortization Redemption Date	Principal Amount Due
December 31, 2020	€2,800,000
June 30, 2021	€2,900,000
December 31, 2021	€3,000,000
June 30, 2022	€3,100,000
December 31, 2022	€3,100,000
June 30, 2023	€3,200,000
December 31, 2023	€3,300,000
June 30, 2024	€3,400,000

Risk Event Mandatory Partial Redemption

The Notes will be subject to three separate partial mandatory redemptions at the end of each fiscal year of the Issuer at a redemption price of 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date and additional amounts, if any, if the following conditions are met as of the last day of the financial year of the Issuer (as indicated on an annual Issuer Compliance Certificate), beginning with the financial year ending June 30, 2020:

(1) If the Roma Football Team finished the most recently completed season in a relegation position, there will be a Mandatory Partial Redemption, at a redemption price of 100% of the principal amount of the Notes to be redeemed plus accrued and unpaid interest to, but not including the applicable redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date) and Additional Amounts, if any, of (x) amounts held in Risk Reserve Account at that time, and (y) Parachute Payment, if any, received due to the relegation;

(2) If the Roma Football Team played the most recently completed season in a league other than Serie A or Serie B, and in the event that the Roma Football Team finished such season in a position that does not enable it to play the following season in Serie A or Serie B, there will be a Mandatory Partial Redemption, at a redemption price of 100% of the principal amount of the Notes to be redeemed plus accrued and unpaid interest to, but not including the applicable redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date) and Additional Amounts, if any, of amounts held in Risk Reserve Account at that time; or

(3) If (a) an Indirect Media Rights Event is continuing and (b) (i) the Debt Service Coverage Ratio or (i) the Pro Forma Debt Service Coverage Ratio is below 4.0 to 1.0, there will be a Mandatory Partial Redemption, at a redemption price of 100% of the principal amount of the Notes to be redeemed plus accrued and unpaid interest to, but not including the applicable redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date) and Additional Amounts, if any, of amounts held in Risk Reserve Account at that time,

each of the events described above, a "Mandatory Redemption Event".

Tax Redemption

The Issuer may redeem the Notes, in whole but not in part, at a redemption price of 100% of the principal amount, plus accrued and unpaid interest to, but excluding, the redemption date and additional amounts, if any, if the Issuer, the Guarantor or any future guarantor, would become obligated to pay certain additional amounts as a result of certain changes in specified tax laws. See "*Description of the Notes—Redemption for Taxation Reasons*".

Additional Amounts	All payments made by or on behalf of the Issuer, the Guarantor or any future guarantor, with respect to the Notes, the Guarantee, or any guarantee of a future guarantor will be made without withholding or deduction for taxes in any relevant taxing jurisdiction unless required by law. If any such taxes are required to be withheld or deducted with respect to any payment made by or on behalf of the Issuer under the Notes, or the Guarantee, subject to certain exceptions, we will pay the additional amounts necessary so that the net amount received by each holder of the Notes after such withholding (including any withholding or deduction in respect of the additional amounts) is not less than the amount that such holder would have received in the absence of such withholding or deductions. See "*Description of the Notes—Withholding Taxes*". The Issuer is organized under the laws of the Republic of Italy and therefore payments of principal and interest on the Notes and, in certain circumstances, any gain on the Notes, will be subject to Italian tax laws and regulations. Subject to and as set forth in "Description of the Notes—Withholding Taxes", the Issuer will not be liable to pay any additional amounts to holders of the Notes if any withholding or deduction is required pursuant to Decree No. 239 or pursuant to Decree No. 461, except where the procedures required under Decree No. 239 or Decree No. 461 in order to benefit from an exemption have not been complied with due solely to the actions or omissions of the Issuer or its agents. See "*Description of the Notes—Withholding Taxes*". Although we believe that, under current law, Italian withholding tax will not be imposed under Decree No. 239 or Decree No. 461 where a noteholder is resident for tax purposes in a country included in the White List and such noteholder complies with certain certification requirements, there is no assurance that this will be the case. Moreover, noteholders will bear the risk of any change in Decree No. 239 or Decree No. 461 after the date hereof, including any change in the countries included in the White List. See "*Tax Considerations—Certain Italian Tax Considerations*".
Change of Control	Upon the occurrence of certain events constituting a change of control, you will have the right to require the Issuer to repurchase the Notes at a price equal to 101% of the principal amount thereof plus accrued and unpaid interest to, but excluding, the redemption date, and additional amounts, if any. See "*Description of the Notes—Change of Control*".
Use of Proceeds	We expect to use the proceeds from the Offering together with certain excess cash included in secured accounts relating to the Existing Facility (i) to pay fees and expenses, including the Initial Purchasers' commissions and the estimated expenses in respect of the Offering, (ii) to repay all amounts outstanding under the Existing Facility, (iii) to fund the Secured Accounts, and (iv) for AS Roma's general corporate purposes through (a) amounts loaned to AS Roma via the Amended and Restated MediaCo/TeamCo Intercompany Loan Agreement; and (b) distribution of a dividend from the Issuer to AS Roma in an amount up to €2.6 million. See "*Use of Proceeds*", "*Capitalization*" and "*Description of Certain Financing Arrangements—Intercompany Loans*".
Negative Covenants	The Indenture will, among other things, restrict the ability of the Issuer, Soccer and their respective restricted subsidiaries to: • incur additional debt and issue guarantees and preferred stock; • make certain payments, including dividends and other distributions, with respect to outstanding share capital; • make certain investments or loans, including participating in joint ventures; • make a change to the general nature of our business; • undertake certain activities (for example, to create new subsidiaries, make acquisitions and enter into joint ventures); • repay or redeem subordinated debt or share capital;

	• create or incur certain liens; • impose restrictions on the ability of subsidiaries to pay dividends or make other payments to the Issuer; • sell, lease or transfer certain assets, including shares of any restricted subsidiary; • effect a merger or consolidation with, or sell, all or substantially all of our assets to, another company; • enter into certain transactions with affiliates; and • impair the security interests for the benefit of the holders of the Notes. These covenants are subject to important exceptions and qualifications. See "*Description of the Notes—Certain Covenants*".
Affirmative Covenants	The Indenture will require the Issuer to comply with certain affirmative covenants, including: • deposit of all revenue, cash and other amounts received as described under "Description of the Notes—Affirmative Covenants—Priority of Payments Waterfall"; • compliance with certain agreements and contracts; • reporting; and • preservation and maintenance of material intellectual property.
Financial Covenants	The Indenture will require the Issuer to comply with a minimum Debt Service Coverage Ratio (on both a historical and forward-looking basis) that will be tested semi-annually, starting with the period ending December 31, 2019. See "*Description of the Notes—Financial Covenant*".
Form and Denomination	The Issuer will issue the Notes on the Issue Date in global registered form in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof, maintained in book-entry form. Notes in denominations of less than €100,000 will not be available.
Transfer Restrictions; Absence of a Public Market for the Notes	The Notes and the Guarantee have not been and will not be registered under the U. S. Securities Act and thus are subject to restrictions on transferability and resale. The Issuer cannot assure you that a market for the Notes will develop or that, if a market develops, the market will be a liquid market. The Initial Purchasers have advised the Issuer that they currently intend to make a market in the Notes. However, the Initial Purchasers are not obligated to do so and any market making with respect to the Notes may be discontinued without notice. See "*Plan of Distribution*".
Listing	Application will be made to list the Notes on the Official List of the Luxembourg Stock Exchange and to admit the Notes to trading on the Euro MTF Market. Application will also be made to list the Notes on the Vienna Stock Exchange and to admit the Notes to trading on the Vienna MTF operated by the Vienna Stock Exchange.
Trustee and Rappresentante Comune	The Law Debenture Trust Corporation p.l.c
Security Agent	Unione di Banche Italiane S.p.A.
Paying Agent	The Bank of New York Mellon, London Branch.
Transfer Agent, Registrar and Listing Agent	The Bank of New York Mellon SA/NV, Luxembourg Branch.
Governing Law	The Indenture, the Notes and the Guarantee will be governed by New York law. The Security Documents will be governed by Italian law. The Intercreditor Agreement will be governed by English law.

Risk Factors

Investing in the Notes involves substantial risks. Please see the "*Risk Factors*" section for a description of certain of the risks you should carefully consider before investing in the Notes.

Additional Information

The Issuer's registered office is located at Via Emilia, 47, 00187 Rome, Italy, and its telephone number is +39 06 501911.

SUMMARY HISTORICAL FINANCIAL INFORMATION AND OTHER DATA

The summary financial data have been derived from the audited financial statements of each of the Issuer and Soccer as of and for the fiscal years ended June 30, 2016, 2017 and 2018 prepared in accordance with IFRS and the Issuer's and Soccer's unaudited interim financial statements as of and for the nine months ended March 31, 2019, prepared in accordance with IAS 34.

The financial information for the twelve months ended March 31, 2019 is calculated by taking the results of operations for the nine months ended March 31, 2019 and adding it to the difference between the results of operations for the full fiscal year ended June 30, 2018 and the nine months ended March 31, 2018.

On July 1, 2018 the Issuer and Soccer adopted IFRS 15, Revenue from Contracts with Customers ("**IFRS 15**") and IFRS 9, Financial Instruments ("**IFRS 9**"). IFRS 15 and IFRS 9 were applied using the modified retrospective transitional approach and therefore the retained earnings as of July 1, 2018 have been adjusted to reflect this change. For more information please see the Issuer and Soccer Unaudited Interim Financial Statements. The Issuer and Soccer Audited Annual Financial Statements as well as the nine-month period ended March 31, 2018 have not been restated for the application of IFRS 15 and IFRS 9 and those financial statements applied International Accounting Standards IAS 18, Revenue ("**IAS 18**") and IAS 39, Financial Instruments: Recognition and Measurement ("**IAS 39**"), which were the accounting standards and the accounting policies changes applied, the Issuer and Soccer Audited Annual Financial Statements and the interim financial information for the nine-month period ended March 31, 2018 are not directly comparable with the interim financial information for the nine month period ended March 31, 2019.

During the nine month period ended March 31, 2019, management has re-assessed the classification and presentation of the statement of cash flows of the Issuer and Soccer.

After the re-assessment, Issuer's management has concluded that it was necessary to reclassify certain cash flows that had previously been included as cash flows from financing activities to cash flows from operating activities in each of the Issuer financial statements for the fiscal years ended June 30, 2018, 2017 and 2016, respectively. These restatements related to a combination of (i) certain trade and other receivables/payables between the Issuer and AS Roma and Soccer, which had previously been disclosed in financing activities being reclassified to operating activities and (ii) the adjustment of dividends accrued but not yet paid, which had previously been disclosed in financing activities as dividends paid.

After the re-assessment, Soccer's management concluded that it was necessary to reclassify certain cash flows that had previously been included as cash flows from financing activities to cash flows from operating activities in each of its financial statements for the fiscal years ended June 30, 2018, 2017 and 2016, respectively. These restatements related to a combination of (i) certain trade and other receivables/payables between Soccer and the Issuer, which had previously been disclosed in financing activities now being reclassified to operating activities, and (ii) the adjustment of dividends accrued but not yet received, which had previously been disclosed in financing activities as dividends received.

The restatements of these items had no effect on cash and cash equivalents, net profit or the statement of financial position in any period for both companies.

During the nine month period ended March 31, 2019, certain assessments were made to the historical cash flow statements of the Issuer for the years ended June 30, 2016, 2017 and 2018 in order to (i) reclassify the Issuer's receivables towards Soccer and TeamCo arising under the Intercompany Loans from operating activities to financing activities, and (ii) reclassify the Issuer's dividends payables owed to Soccer and TeamCo from operating activities to financing activities. For a reconciliation to the historical cash flow statements for the fiscal years ended June 30, 2016, 2017 and 2018 prior to the restatement, please see the Issuer Unaudited Interim Financial Statements included elsewhere in this Offering Memorandum.

The financial data also include certain non-IFRS measures used to evaluate the economic and financial performance of the Issuer. These measures are not identified as accounting measures under IFRS and therefore should not be considered as alternative measures to evaluate the Issuer's performance or liquidity. See "*Presentation of Financial Information*".

The following tables relating to summary financial data should be read in conjunction with the audited financial statements of each of the Issuer and Soccer as of and for the fiscal years ended June 30, 2016, 2017 and 2018 and the Issuer's and Soccer's unaudited interim financial statements as of and for the nine months ended March 31, 2019 included in this Offering Memorandum.

The following tables should be read in conjunction with the information contained in "*Presentation of Financial Information*", "*Use of Proceeds*", "*Capitalization*", "*Management's Discussion and Analysis of Financial Condition and Results of Operations of the Issuer*" and our financial statements and related notes included in this Offering Memorandum.

For a summary of AS Roma's financial information, please see "*AS Roma's Business—Certain AS Roma Consolidated Financial Information*."

Issuer Financial Information

Issuer Profit and Loss Account Data:

	For the fiscal year ended June 30,			For the nine months ended March 31,		For the twelve months ended March 31,
	2016	**2017**	**2018**	**2018**	**2019**	**2019**
(in thousands of €)				*(unaudited)*		*(unaudited)*
Revenue	22,703	22,701	22,707	17,025	17,025	22,707
Total revenue	**22,703**	**22,701**	**22,707**	**17,025**	**17,025**	**22,707**
Cost of services	(367)	(221)	(243)	(155)	(194)	(281)
Other operating costs	(23)	(48)	(10)	(5)	(3)	(8)
Write-downs of trade receivables	(240)	(3)	(25)	0	(754)	(779)
Depreciation and amortization	(229)	(229)	(229)	(172)	(172)	(229)
Total operating costs[(1)]	**(858)**	**(501)**	**(507)**	**(333)**	**(1,122)**	**(1,297)**
Net financial expenses	(5,563)	(3,838)	(6,750)	(5,117)	(5,170)	(6,802)
Profit before tax	**16,282**	**18,362**	**15,450**	**11,575**	**10,733**	**14,608**
Income taxes	(3,754)	(5,795)	(4,763)	(3,572)	(4,598)	(5,789)
Profit for the period	**12,528**	**12,566**	**10,686**	**8,003**	**6,135**	**8,819**

(1) Total operating costs as presented herein for each of the years ended June 30, 2018, 2017 and 2016, have been reclassified to include depreciation, amortization and other write-downs, to conform to the current periods presentation.

Issuer Balance Sheet Data:

	As of June 30,			As of March 31,
	2016	**2017**	**2018**	**2019**
(in thousands of €)				***(unaudited)***
Non-current assets				
Intangible assets	139,954	139,738	139,522	139,360
Property, plant and equipment	64	52	39	30
Non-current financial assets	187,795	218,038	234,226	251,142
Other non current assets	—	—	—	3
Non-current assets	**327,813**	357,827	373,787	390,535
Current assets				
Current financial assets	0	20,448	16,883	7,570
Trade receivables	16,112	353	2,214	1,247
Trade receivables from parent companies	3,215	609	0	7,010
Other receivables	2	5,780	7,440	19
Prepaid expenses	196	197	206	292
Cash at bank and on hand	7,396	6,145	10,780	22,600
Current assets	**26,921**	33,532	37,523	38,739
Total assets	**354,734**	391,359	411,310	429,273
Liabilities and shareholders' equity				
Shareholders' equity				
Share capital	200	200	200	200
Other reserves	122,147	122,147	122,147	122,147
Legal reserve	40	40	40	40
Transition reserve	—	—	—	4,371
Profit for the period	12,528	12,566	10,686	6,135
Shareholders' equity	**134,915**	134,953	133,074	132,893
Non-current liabilities				
Deferred tax liabilities	14,784	16,754	18,725	20,204
Bank loans	149,200	212,971	201,813	189,374
Non-current Liabilities	**163,984**	229,725	220,538	209,578
Current liabilities				
Bank loans—current portion	13,391	5,288	16,588	16,312
Trade payables	62	28	71	53
Trade payables to parent companies	88	168	219	6,193
Tax payables	929	45	1	262
Other payables	41,365	21,152	40,817	58,308
Deferred income—current portion	—	—	—	5,675
Current Liabilities	**55,835**	26,681	57,697	86,803
Total liabilities and shareholders' equity	**354,734**	391,359	411,310	429,273

Issuer Cash Flows Statement Data:

	For the fiscal year ended June 30,			For the nine months ended March 31,	
	2016	**2017**	**2018**	**2018**	**2019**
(in thousands of €)		***(Restated)[1]***		***(unaudited)***	
A. Cash flow from operating activities	16,540	(39,664)	25,092	24,892	35,744
B. Cash flows from investing activities	0	0	0	0	0
C. Cash flows from financing activities	(18,496)	38,414	(20,457)	(12,605)	(23,924)
Increase/(decrease) in cash and cash equivalents (A +B+C)	**(1,956)**	(1,250)	4,635	12,287	11,820
Cash at bank and on hand at the beginning of the period	9,352	7,396	6,145	6,145	10,780
Cash at bank and on hand at the end of the period	7,396	6,145	10,780	18,432	22,600

(1) During the nine month period ended March 31, 2019, management has re-assessed the classification and presentation of its statement of cash flows and has concluded that it was necessary to reclassify certain cash flows that had previously been included as cash flows from financing activities to cash flows from operating activities in each of its financial statements for the fiscal years ended June 30, 2018, 2017 and 2016, respectively. These restatements related to a combination of (i) certain trade and other receivables/payables between the Issuer, AS Roma and Soccer, which had previously been disclosed in financing activities being reclassified to operating activities and (ii) the adjustment of dividends accrued but not yet paid, which had previously been disclosed in financing activities as dividends paid. The restatement of these items had no effect on cash and cash equivalents, net profit or the statement of financial position in any period. For further information see Note 1 to the Issuer Unaudited Interim Financial Statements.

Certain Soccer Financial Information

The following table sets forth selected financial information for Soccer for the fiscal years ended June 30, 2016, 2017 and 2018, and as of and for the nine month periods ended March 31, 2018 and 2019.

Profit and Loss Account Data:

	For the fiscal year ended June 30,		
	2016	**2017**	**2018**
(in thousands of €)			
Audio-visual rights	7,839	8,046	7,967
Proceeds from Sales	5,611	8,243	7,774
Advertising	14,963	15,311	19,287
Sponsorship	5,064	5,397	5,842
Other income	811	334	432
Total revenues	**34,287**	**37,332**	**41,302**
Raw materials	(2,421)	(3,717)	(3,587)
Other Services	(15,326)	(15,262)	(16,756)
Personnel costs	(4,325)	(6,199)	(6,357)
Costs for use of third party's assets	(26,535)	(27,556)	(27,774)
Other operating costs	(1,150)	(1,084)	(1,180)
Write-downs of trade receivables	(897)	(1,413)	(1,010)
Depreciation and amortization	(175)	(593)	(556)
Total operating costs[1]	**(50,830)**	**(55,825)**	**(57,220)**
Net financial expenses	3,386	9,702	8,952
Profit before tax	**(13,156)**	**(8,791)**	**(6,966)**
Income taxes	0	0	0
Profit for the period	**(13,156)**	**(8,791)**	**(6,966)**

(1) Total operating costs as presented herein for each of the years ended June 30, 2018, 2017 and 2016, have been reclassified to include depreciation, amortization and other write-downs, to conform to the current periods presentation.

Soccer's Balance Sheet Data:

	As of June 30,			As of March 31,
	2016	**2017**	**2018**	**2019**
(in thousands of €)				***(unaudited)***
Non-current assets				
Intangible assets	1,157	1,139	938	59
Property, plant and equipment	80	550	708	1,145
Financial assets	127,297	127,297	127,297	127,297
Trade receivables	165,453	174,616	183,141	191,147
Prepaid expenses				
Non-current assets	**293,986**	303,601	312,084	319,648
Current assets				
Inventory	712	1,048	1,130	1,316
Trade receivables—current portion	14,656	13,123	14,232	21,341
Trade receivables from parent companies and their affiliates	288	389	440	25,683
Tax receivables	3,287	766	1,466	773
Other receivables	4,390	17,177	27,757	42,223
Prepaid expenses—current portion	855	1,102	490	7,047
Cash at bank and on hand	980	812	954	2,857
Current assets	**25,168**	34,416	46,468	101,241
Total assets	**319,155**	338,017	358,552	420,888
Liabilities and shareholders' equity				
Shareholders' equity				
Share capital	123,432	123,432	123,432	123,432
Reserve	(333)	(210)	(249)	(249)
Accumulated Deficit	—	(13,156)	(21,947)	(30,004)
Profit for the period	(13,156)	(8,791)	(6,966)	1,279
Shareholders' equity	**109,944**	101,275	94,270	94,458
Non-current liabilities				
Provision for risks and charges	0	200	0	90
Provisions for employee severance indemnities	1,139	1,169	1,346	1,207
Loans	176,145	201,437	217,625	234,541
Deferred income	9,266	9,178	9,090	9,024
Non-current Liabilities	**186,550**	211,984	228,061	244,862
Current liabilities				
Bank loans—current portion	15	220	18	29
Trade payables	15,528	19,083	31,510	69,294
Trade payables to parent companies and their affiliates	3,215	609	0	589
Tax payables	155	189	239	107
Social security payables	296	363	446	525
Other payables	841	653	956	327
Deferred income—current portion	2,609	3,640	3,052	10,697
Current Liabilities	**22,661**	24,758	36,220	81,568
Total liabilities and shareholders' equity	**319,155**	338,017	358,552	420,888

Soccer Cash Flows Statement Data:

	For the fiscal year ended June 30,			For the nine months ended March 31,	
	2016	**2017**	**2018**	**2018**	**2019**
(in thousand of €)		***(Restated)*[(1)]**		***(unaudited)***	
A) Cash flow from operating activities	(9,771)	(16,027)	(3,922)	(8,148)	(5,000)
B) Cash flows from investing activities	(1,384)	(1,045)	(513)	(381)	0
C) Cash flows from financing activities	10,714	16,904	4,577	8,619	6,902
Increase/(decrease) in cash and cash equivalents (A+B+C)	**(441)**	(168)	142	90	1,902
Cash at bank and on hand at the beginning of the period	1,421	980	812	812	954
Cash at bank and on hand at the end of the period	980	812	954	902	2,857

(1) During the nine month period ended March 31, 2019, management has re-assessed the classification and presentation of its statement of cash flows and has concluded that it was necessary to reclassify certain cash flows that had previously been included as cash flows from financing activities to cash flows from operating activities in each of its financial statements for the fiscal years ended June 30, 2018, 2017 and 2016, respectively. These restatements related to a combination of (i) certain trade and other receivables/payables between Soccer and the Issuer, which had previously been disclosed in financing activities now being reclassified to operating activities, and (ii) the adjustment of dividends accrued but not yet received, which had previously been disclosed in financing activities as dividends received. The restatement of these items had no effect on cash and cash equivalents, net profit or the statement of financial position in any period. For further information see Note 1 to the Soccer Unaudited Interim Financial Statements.

Issuer Cash Drawn for Debt Service (unaudited)

	For the fiscal year ended June 30,			For the nine months ended March 31,		For the twelve months ended March 31,
	2016	**2017**	**2018**	**2018**	**2019**	**2019**
(in thousands of €, VAT included[(1)])						
Serie A	*86,549*	*95,481*	*93,287*	*77,488*	*74,645*	*90,445*
UEFA	*66,745*	*31,518*	*79,575*	*43,574*	*55,768*	*91,769*
A) INDIRECT MEDIA CASH INFLOWS	**153,294**	**126,999**	**172,862**	**121,062**	**130,413**	**182,214**
Roma TV and Roma Radio	*3,341*	*4,050*	*3,487*	*2,654*	*2,403*	*3,236*
Archive Content Rights	*6,917*	*4,880*	*4,880*	*4,067*	3,558	*4,372*
B) DIRECT MEDIA CASH INFLOWS	**10,258**	**8,930**	**8,367**	**6,721**	**5,961**	**7,607**
Main sponsor (Shirt)	—	—	—	—	18,031	*18,031*
Technical sponsor	*4,000*	*6,166*	*5,607*	*2,059*	*2,059*	*5,607*
Other club sponsorship	*11,196*	*13,587*	*16,164*	*11,990*	*9,870*	*14,045*
Royalties and Licensing	*2,403*	*1,497*	*2,085*	*2,056*	*2,008*	*2,037*
C) SPONSORSHIPS AND OTHER CASH INFLOWS	**17,599**	**21,250**	**23,856**	**16,105**	**31,968**	**39,719**
CASH INFLOWS (A+B+C)	**181,151**	**157,179**	**205,085**	**143,888**	**168,343**	**229,540**
Operating costs[(2)]	*(12,060)*	*(15,644)*	*(13,144)*	*(9,526)*	*(11,697)*	*(15,315)*
VAT payment	*(4,981)*	*(3,436)*	*0*	*0*	*0*	*0*
MediaCo IRAP Taxes	*(574)*	*(441)*	*(747)*	*(303)*	*(297)*	*(742)*
CASH OUTFLOWS	**(17,615)**	**(19,520)**	**(13,892)**	**(9,829)**	**(11,994)**	**(16,057)**
CASH DRAWN FOR DEBT SERVICE	**163,536**	137,659	191,194	134,059	156,349	213,483

(1) Where applicable.

(2) Operating costs refer to cost of services as reported in the Issuer's and Soccer's financial statements. Operating costs mainly includes personnel costs, tax, legal and commercial consultancies (including the protection of the intellectual property), independent and statutory auditor fees and other minor services, directly connected to media and sponsorship activities.

Reconciliation from the Issuer's Cash Flow Statement to Cash Drawn for Debt Service:

(in thousands of €) ended March 31,	For the fiscal year ended June 30,			For the nine months	
	2016	**2017**	**2018**	**2018**	**2019**
A) Net cash from operating activities (restated)[1]	16,540	(39,664)	25,092	24,892	35,744
Deferred Consideration Payment[2]	144,283	109,292	162,945	109,168	120,604
Repayment of the outstanding debt from Media To TeamCo from Rec. Assigned Deferred Consideration		40,129			
Funding of the MediaCo/TeamCo Loan		20,412			
Increase of the balance of the Debt Service Reserve Account		4,951			
Remittance to Soccer	1,670				
MediaCo IRES Taxes	1,043	2,541	3,158		
Cash Drawn for Debt Service	163,536	137,659	191,194	134,059	156,349

(1) See Note 1 to the Issuer Unaudited Interim Financial Statements for information regarding the restatement of cash flow from operating activities.

(2) Deferred Consideration Payment refers to cash outflow of assigned receivable repaid to AS Roma by the Issuer.

Other Issuer Financial Information:

(in millions of €, except ratios and percentages or as otherwise indicated)	**As of and for the twelve months ended March 31, 2019** *(unaudited)*
Cash Inflows	229.5
Cash Outflows	(16.1)
Cash Drawn for Debt Service	213.5
Pro Forma Cash and Cash Equivalents[1]	32.5
Pro Forma Net Financial Indebtedness[2]	242.5
Ratio of *Pro Forma* Net Financial Indebtedness to Cash Drawn for Debt Service[3]	1.1x
Pro Forma Debt Service Coverage Ratio[4]	15.1x

(1) *Pro Forma* Cash and Cash Equivalents is defined as cash to be funded in the Secured Accounts *pro forma* for the Refinancing Transactions. Such amount includes €9.9 million to be funded in the Debt Service Reserve Account and assumes settlement of the Offering occurring on or about August 8, 2019.

(2) *Pro forma* Net Financial Indebtedness is defined as total financial liabilities net of *Pro Forma* Cash and Cash Equivalents.

(3) Ratio of *Pro Forma* Net Financial Indebtedness to Cash Drawn for Debt Service is defined as the ratio of the Issuer's *Pro Forma* Net Financial Indebtedness to the Issuer's Cash Drawn for Debt Service for the twelve months ended March 31, 2019.

(4) *Pro Forma* Debt Service Coverage Ratio is the ratio of the Issuer's Cash Drawn for Debt Service for the twelve months ended March 31, 2019 to the Issuer's debt service for the twelve months ended March 31, 2019, as adjusted for the Refinancing Transactions as if they had occurred on April 1, 2018 (and excluding amortization payments made during such period). The Issuer's debt service for the twelve months ended March 31, 2019 does not include any mandatory amortization payments as the first mandatory amortization redemption payment of €2.8 million will not be due until December 31, 2020. Had we included the first two mandatory amortization redemption payments in respect of the Notes of €2.8 million and €2.9 million due on December 31, 2020 and June 30, 2021, respectively, in calculating the *Pro Forma* Debt Service Coverage Ratio as if such amounts had been paid during the twelve months ended March 31, 2019, the *Pro Forma* Debt Service Coverage Ratio would have been 10.8x.

Certain Estimated Issuer Financial Information:

Roma has not qualified to participate in the UEFA Champions League for the following 2019/2020 season and, as a result, the expected impact of playing in the UEFA Europa League as opposed to the UEFA Champions League in the next season is a reduction of Cash Inflows of approximately between €20 million and €45 million during the fiscal year ending June 30, 2020. Please find below a table showing certain estimated financial information for the twelve months ending March 31, 2020 and March 31, 2021.

(in millions of €, except ratios and percentages or as otherwise indicated)	Estimated for the twelve months ending March 31, 2020	Estimated for the twelve months ending March 31, 2021
	(unaudited)	
Pro Forma Estimated Look-Forward Cash Inflows[(1)]	128.4	162.2
Pro Forma Estimated Look-Forward Cash Outflows[(2)]	(17.2)	(18.2)
Pro Forma Estimated Look-Forward Cash Drawn for Debt Service[(3)]	111.2	144.0
Pro Forma Estimated Look-Forward Total Issuer Debt Service[(4)]	14.1	16.9
Pro Forma Estimated Look-Forward Debt Service Coverage Ratio[(5)]	7.9x	8.5x

(1) *Pro Forma* Estimated Look-Forward Cash Inflows is defined as Cash Inflows that we estimate that we will generate in the twelve months ending March 31, 2020 and March 31, 2021. A significant majority of *Pro Forma* Estimated Look-Forward Cash Inflows relates to revenue that is currently contracted throughout the period. No assurances can be given that such contracts will not be canceled, subject to contractual reductions or negotiations or that the counterparties will fulfil their obligations or otherwise make payment on a timely basis. The remaining portion of *Pro Forma* Estimated Look-Forward Cash Inflows relates to a training kit sponsorship contract assumed to be entered at the same levels as the terminated contractual arrangement with Betway. The renewal of such contracts may not occur on the same terms or at all for reasons such as AS Roma's poor on-pitch performance, a decrease in AS Roma's popularity, general economic conditions or otherwise. In making such estimates, we also make certain assumptions in respect of AS Roma's on-pitch performance, in particular that in the following season AS Roma will participate in the UEFA Europa League. *Pro Forma* Estimated Look-Forward Cash Inflows is an estimate, is forward-looking in nature and is provided for information purposes only. This estimate is based on assumptions made by us that are inherently uncertain and, although considered reasonable by us, are subject to significant business, economic and competitive uncertainties and contingencies, including the timing of payments or regulatory restrictions, all of which are difficult to predict and many of which are beyond our control. Accordingly, there can be no assurance that the estimated Cash Inflows will be realized for the twelve months ending March 31, 2020 and March 31, 2021 or for any other period. Our actual results in the future will vary from estimated results and those variations may be material. See "*Presentation of Financial Information*" and "*Forward-Looking Statements*".

(2) *Pro Forma* Estimated Look-Forward Cash Outflows is defined as Cash Outflows that we have estimated for the twelve months ending March 31, 2020 and March 31, 2021. *Pro Forma* Estimated Look-Forward Cash Outflows is an estimate, is forward-looking in nature and is provided for information purposes only. This estimate is based on assumptions made by us that are inherently uncertain and, although considered reasonable by us, are subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond our control, including due to increased personnel costs, costs of services or tax liabilities, write-downs of trade receivables, write-downs of intangible assets, changes in exchange rates or interest rates or otherwise. Accordingly, there can be no assurance that the estimated revenues will be realized. Our actual results in the future will vary from estimated results and those variations may be material. See "*Presentation of Financial Information*" and "*Forward-Looking Statements*".

(3) *Pro Forma* Estimated Look-Forward Cash Drawn for Debt Service is defined as the difference between *Pro Forma* Estimated Look-Forward Cash Inflows and *Pro Forma* Estimated Look-Forward Cash Outflows. See "*Presentation of Financial Information" and "Forward-Looking Statements*".

(4) *Pro Forma* Estimated Look-Forward Total Issuer Debt Service is defined as the estimated look-forward interest expense of the Issuer in respect of the Notes after giving effect to the Refinancing Transactions for the twelve months ending March 31, 2020 and March 31, 2021 as if such Refinancing Transactions had occurred on April 1, 2019. *Pro Forma* Estimated Look-Forward Total Issuer Debt Service for the period ending March 31, 2020 does not take into account any semi-annual amortization payments on the Notes as the first such payment will be on December 31, 2020. See "*Presentation of Financial Information*" and "*Forward-Looking Statements*".

(5) *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio is defined as the ratio of *Pro Forma* Estimated Look-Forward Cash Drawn for Debt Service to *Pro Forma* Estimated Look-Forward Total Issuer Debt Service. The calculation of *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio that is provided in this Offering Memorandum may be different than the calculation of *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio pursuant to the Indenture because the Indenture permits us to take into account not only contractual arrangements up for renewal but also certain new contracts expected to be entered into during the applicable period. Had we included the first two mandatory amortization redemption payments in respect of the Notes of €2.8 million and €2.9 million due on December 31, 2020 and June 30, 2021, respectively, in calculating the *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio for the twelve months ending March 31, 2020, the *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio would have been 5.6x. In addition, had we included the mandatory amortization redemption payment in respect of the notes of €2.9 million due on June 30, 2021 in calculating the Pro Forma Estimated Look-Forward Debt Service Coverage Ratio for the twelve months ending March 31, 2021 the Pro Forma Estimated Look-Forward Debt Service Coverage Ratio would have been 7.3x. See "*Presentation of Financial Information*" and "*Forward-Looking Statements*".

Prospective investors in the Notes are cautioned not to rely on, and will be deemed not to have relied on, the estimates under "*Certain Estimated Issuer Financial Information*". See "*Forward-Looking Statements*" and "*Risk Factors—Risks Related to the Issuer—We present certain estimates in respect of Pro Forma Estimated Look-Forward Cash Inflows, Pro Forma Estimated Look-Forward Cash Outflows and the Pro Forma Estimated Look-Forward Debt Service Coverage Ratio for the twelve months ending March 31, 2020 and March 31, 2021 which are based on assumptions in respect of, among others, the replacement of the terminated contractual arrangements with Betway and assumptions and expectations in respect of certain expenses and other Cash Outflows over such period; the accuracy of these estimates depends upon the accuracy of assumptions involving factors that are beyond our control and are subject to known and unknown risks, uncertainties and other factors*".

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 Offering Memorandum prior to making any investment decision with respect to the Notes. Each of the risks discussed below could adversely affect our business, results of operations and financial condition, 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.

This Offering Memorandum also contains forward-looking statements that involve risks and uncertainties. See "Forward-Looking Statements". 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 Offering Memorandum.

Risks Related to the Issuer and Soccer

A significant portion of our Cash Inflows is derived from AS Roma's media rights revenue from Serie A and UEFA competitions, and any reduction in that revenue due to changes in the allocation of media rights revenue or poor on-pitch performance by AS Roma's first team could have a material adverse effect on our results of operations.

The Indirect Media Cash Inflows we receive under AS Roma's media contracts may be reduced due to poor on-pitch performance by AS Roma's first team during any given football season. In the fiscal years ended June 30, 2016, 2017 and 2018, Indirect Media Cash Inflows was €153.3 million, €127.0 million and €172.8 million, respectively, representing 84.6%, 80.8% and 84.3% of our Cash Inflows, respectively.

AS Roma's historic performances in Italian domestic and European competitions have a significant impact on our media rights revenue, specifically Serie A, the UEFA Champions League and the UEFA Europa League. One of the key components upon which the LNP bases its allocations of domestic and international media revenue from Serie A is the performance of each club over the past one and five seasons, and at the national level from the 1946/1947 season, with 30% of the media revenue allocated based on current and historical performance. As a result, a poor performance by AS Roma during a given football season could therefore adversely impact our allocation of media revenue for an extended period of time. See "*Issuer's Business—Our Inflows Drivers—Media—Indirect Media Cash Inflows*". Our Indirect Media Cash Inflows could also vary significantly depending on whether AS Roma's first team is eligible to participate in Serie A and either the UEFA Champions League or the UEFA Europa League and its performance in these competitions during the seasons in which it does participate, particularly in the UEFA Champions League or the UEFA Europa League. The highest distribution in the UEFA Champions League for the 2017/2018 season was €88.7 million and the lowest distribution for a club participating in the group stage was €16.8 million. The highest distribution in the UEFA Europa League for the same season was €37.8 million and the lowest distribution for a club participating in the group stage was €3.1 million. However, a significant amount of the payout in the UEFA Champions League and the UEFA Europa League derives from the marketpool payment. Each domestic league is allocated a share of the marketpool, which is subsequently divided among the participating clubs from each domestic league. Starting with the 2017/2018 season, the top four finishers in Serie A qualify to participate in the UEFA Champions League in the following season, resulting in the reduction of the individual marketpool share of each qualifying Serie A club. It should be noted that the revenue distribution system was altered for the 2018/19 season to allocate more revenues based on historic performance rather than market size, but finalized distributed figures have not yet been released. In total, the UEFA club championship distributable revenue pool increased approximately 48 per cent from the previous year. See "*Issuer's Business—Our Inflows Drivers—Media—Indirect Media Cash Inflows—UEFA*".

We cannot ensure that AS Roma's first team will be successful in the various competitions in which it participates or that it will even qualify to participate in competitions such as the UEFA Champions League or UEFA Europa League. Qualification for the UEFA Champions League requires a finish in the top four places in Serie A or winning the UEFA Europa League and qualification for the UEFA Europa League currently requires a finish in the fifth or sixth place in the league or winning the Coppa Italia. If the Coppa Italia winner is already in one of the top six places, the team finishing seventh will also qualify for the UEFA Europa League. The number of available positions for Serie A teams in European competition also depends upon the overall ranking of Serie A in comparison to other European leagues, and to eventual changes of the access list decided by UEFA. As a result, there is no guarantee that the current number of Serie A clubs will continue to be eligible for the UEFA Champions League or UEFA Europa League in the future. Moreover, the Pacchetto Lotti and the Budget Law for 2019 amended the formula for the allocation of the broadcasting revenues to Serie A clubs. Although the new rules, applicable from the 2018/2019 season and the 2021/2022 season respectively, contribute to reducing revenue volatility in the event of underperformance by increasing the portion of media revenue that is divided equally among the Serie A teams from 40% to 50%, such new rules result in the reduction of the overall share of performance-based media revenues from which top clubs, including AS Roma, have historically benefitted. Any changes to the allocation of media rights, including the new rules under the Pacchetto Lotti and the

Budget Law for 2019, or AS Roma's failure to qualify for Serie A or European competition would materially impact our Indirect Media Cash Inflows, which would impair our ability to cover our operating costs and would have a material adverse effect on our business, financial condition and results of operations. See "*Regulation—Decree Nine, as amended by the Pacchetto Lotti*" *and* "*Regulation—The Budget Law for 2019 Amendment*".

Negotiation and pricing of key media contracts are outside our control and those contracts may change in the future due to a variety of external factors.

AS Roma receives revenue from the distribution and broadcasting of its Serie A matches both domestically and internationally, the receivables of which are assigned to us. We also hold the receivables in relation to revenue that AS Roma receives from participation in UEFA competitions. Contracts for these media rights and certain other revenue from those competitions (both domestically and internationally) are negotiated collectively with broadcasters by LNP and UEFA. We are not a party to the contracts negotiated by LNP and UEFA, respectively.

In addition, although AS Roma participates in contract negotiations for broadcasting rights, we have no direct control over their outcome. As a result, we may be subject to media rights contracts with media distributors with whom we may not otherwise contract or media rights contracts that are not as favorable to us as we might otherwise be able to negotiate individually with media distributors. Furthermore, the limited number of media distributors bidding for UEFA Champions League, UEFA Europa League and Serie A media rights may result in reduced prices paid for those rights and, as a result, a decline in revenue received from our media contracts. LNP has negotiated agreements for the sale of Serie A international and domestic broadcasting rights through the end of the 2020/2021 football season. LNP has sold the Serie A international broadcasting for approximately €371.0 million per season for the three seasons 2018-2021 and has sold the Serie A domestic broadcasting rights for approximately €973 million per season for the same three seasons. UEFA has, similarly, negotiated agreements for the sale of UEFA Champions League and UEFA Europa League broadcasting rights through the end of the 2020/2021 football season. UEFA has sold the broadcasting rights for the UEFA competitions for approximately €3.25 billion per season for the next three seasons. Under these arrangements, €2.04 billion will be distributed to clubs competing in the UEFA Champions League and the UEFA Super Cup and €510 million will be distributed to clubs participating in the UEFA Europa League. Once these agreements expire, however, we cannot guarantee that LNP and UEFA will continue to be able to secure equally, or more, lucrative media rights contracts to allow us to maintain or increase our current level of Indirect Media Cash Inflows. In particular, in June 2017, the LNP launched a new tender bid for the sale of the Serie A domestic media rights after an original tender was canceled as a result of the only two offers received being considerably lower than the asking price. LNP and UEFA could also decide to change the way in which they allocate media revenue, particularly if the level of competition from the internet or digital entertainment increases such that traditional broadcasting no longer represents a significant source of revenue. As a large proportion of our Cash Inflows comes from the Serie A media rights contract, any inability on the part of LNP to secure lucrative media rights contracts would have a particularly adverse effect on our business, financial condition, results of operations and cash flows.

In addition, since we are not party to the Serie A broadcasting agreement between the LNP and the broadcasters, we do not have direct control over the terms upon which revenues arising from the Serie A broadcasting agreement are allocated. AS Roma has historically been allocated one of the largest portions of Serie A revenue among Serie A clubs, based on a formula set out in a resolution approved by member clubs of the LNP. However, the Pacchetto Lotti and the Budget Law for 2019 amended the formula for the allocation of the broadcasting revenues to Serie A clubs. The new rules, in force since the 2018/2019 season and the 2021/2022 season respectively: (i) increase the share of revenues allocated equally among all Serie A clubs from 40% to 50% and (ii) reduce the share of revenues based on the demographics of each club, thereby reducing the advantage held by large clubs from larger metropolitan areas, from which top clubs, including AS Roma, have historically benefitted. Any further changes to the allocation of media rights, including the new rules under the Pacchetto Lotti and the Budget Law for 2019, could decrease AS Roma's allocation of media revenue and could have a material adverse effect on our business, financial condition, results of operations and cash flows. See "*Issuer's Business—Our Inflows Drivers—Media—Indirect Media Cash Inflows*" and "*Regulation—Decree Nine, as amended by the Pacchetto Lotti Amendment*" *and* "*Regulation—The Budget Law for 2019 Amendment.*

Revenue from our media rights may be negatively affected by increased regulation at the national or European level.

National and EU regulation may also have a negative effect on our revenue from media rights. At the EU level, case law, antitrust actions and regulation have substantially changed the regulatory landscape of broadcasting and copyright over the past few years. In October 2011, the ECJ ruled (cases C-403/08 and C-429/08, English Premier League/Murphy) that any agreement designed to guarantee country-by-country exclusivity within the EU (*i.e.* by stopping any cross-border provision of broadcasting services) is deemed to be anti-competitive and prohibited by EU competition law. In 2014, the European Commission followed up on the judgment by opening an antitrust investigation into certain provisions of licensing arrangements for broadcasting by satellite or through online streaming between US film studios and the major European broadcasters, which grant to the latter "absolute territorial protection". In July 2016, the Commission closed the investigation with regard to Paramount following its commitments to allow passive sales, or the cross-border sales in the internal market responding to demands from customers not solicited by the broadcasters.

In parallel, the European Commission has launched, within the context of its Digital Single Market Strategy, initiatives to further regulate this field. In June 2017, the EU adopted the Portability Regulation (Regulation (EU) 2017/1128 on cross-border portability of online content services in the internal market) (the "**Portability Regulation**") to allow European travellers to fully use their online subscriptions to films, sports events, eBooks, video games and music services when travelling in other EU Member States. The Portability Regulation will be applicable throughout the EU as of May 2018. A second set of legislative proposals that are still under discussion aims at modernizing the copyright regulatory framework, allowing for wider online availability of content across the EU and adapting exceptions and limitations to the digital world. These continuous developments have reduced the potential commercial viability of copyright holders continuing to adopt the same country-by-country sales model within the EU as they have adopted previously. The changes of sales model could negatively affect the amount which copyright holders, such as Serie A, are able to derive from the exploitation of rights within the EU. As a result, our media revenue from the sale of those rights could decrease. Any significant reduction in our media revenue could materially adversely affect our business, results of operations, financial condition and cash flow.

In addition, the Italian antitrust authority has recently concluded an investigation and found cartel activity by media rights companies which have participated in the sale of the Serie A international broadcasting rights and have altered the process of assigning such rights and splitting the profits across a period of time spanning more than ten years. Any attempted bid-rigging affecting the sale of broadcasting rights may impair LNP's ability to secure lucrative media rights contracts which, in turn, could have a material adverse effect on our business, results of operations, financial condition and cash flow.

Our Sponsorship and Other Cash Inflows is dependent upon the performance and popularity of AS Roma's first team.

In the fiscal years ended June 30, 2016, 2017 and 2018, Sponsorship and Other Cash Inflows accounted for 9.7%, 13.5% and 11.6%, respectively, of our Cash Inflows. Some of Soccer's key sponsorship agreements, such as its agreement with Nike, include performance adjustments that act to reduce the amount of sponsorship payments which are payable by the sponsor under the applicable contract in the event that AS Roma's first team performs poorly in Serie A or fails to qualify for the UEFA Champions League or the UEFA Europa League. Underperformance by AS Roma could result in penalties continuing in future fiscal years.

In addition, particularly poor performance could result in the relegation of AS Roma's first team from Serie A. Each year the clubs that finish in the bottom three in the Serie A standings are relegated to play in Serie B. Many of Soccer's sponsorship agreements, including with Nike, provide for significant penalties, reductions or even termination if we are relegated. For example, in addition to a significant reduction of the sponsorship fee payable to us, Nike has the right to terminate its contract if AS Roma is relegated from Serie A.

Although our Cash Inflows fluctuate depending upon the performance of AS Roma's first team, our operating costs are largely predictable. A significant decrease in our Sponsorship and Other Cash Inflows would therefore materially impact our ability to cover our costs and continue operating our business effectively. Continued poor performance or relegation of AS Roma's first team would, therefore, have a material adverse effect on our business, results of operations, financial condition and cash flow.

Soccer has granted exclusive rights to certain sponsors.

Soccer has granted various exclusive rights to certain sponsors and it relies on these contracts to generate revenue in respect of these rights during the contracted periods. Such rights include a grant to Nike of the exclusive right to use and sublicense the use of a number of intellectual property rights in connection with the design, manufacturing, marketing and sale of certain products such as clothing articles designed for use in athletic activity. The exclusive nature of these relationships could prevent Soccer from negotiating better contract terms with third parties in the event that the existing sponsors exercise their contractual rights to decrease its payments due to AS Roma's poor performance or relegation from Serie A. A significant adverse change in Soccer's relationship with the sponsors to whom it has granted exclusive rights could adversely affect our ability to receive revenue in respect of these rights and consequently, affect our business, financial condition, results of operations and cash flows.

In July 2019, we had to terminate our sponsorship agreement with Betway and will no longer receive the revenue contractually guaranteed thereunder.

Betway has been AS Roma's training kit sponsor since the 2018/2019 season. Under the Betway sponsorship agreement, which was intended to run through the 2020/2021 season, Soccer had been entitled to receive a base consideration of €4 million for 2018/2019 and would have been entitled to receive a base consideration of €4.5 million for 2019/2020 and €4.5 million for 2020/ 2021, with an option to extend for a further year at a base consideration of €6.5 million for 2021/ 2022. AS Roma and Soccer received €4 million for the fiscal year ended June 30, 2019.

We had to terminate the Betway sponsorship as a result of the implementation of law no. 96/2018 which provides for certain restrictions on betting and gambling advertising. Although we are focused on replacing this agreement with a new training kit sponsor, we may be unable to obtain a new sponsor at the same or better financial terms as we had under the Betway sponsorship agreement. If we are unable to establish and maintain adequate sponsorship sales, we

may not be able to maintain or increase our revenue, may generate increased expenses, and may not continue to be profitable. An inability to successfully increase our sponsorship sales, to renew current contracts or to obtain new contracts on similar or better financial terms as were available to us under the Betway sponsorship agreement, would have a material adverse effect on our business, financial condition, results of operations and cash flows.

We are exposed to credit related losses in the event of non-performance by counterparties to Serie A media contracts as well as our key sponsorship contracts.

We derive a significant majority of our Cash Inflows from Serie A Indirect Media Cash Inflows, with our largest credit exposure coming from Sky Italia and DAZN as the domestic co-broadcasters of Serie A matches. For the fiscal years ended June 30, 2016, 2017 and 2018, Serie A Indirect Media Cash Inflows accounted for 47.8%, 60.7% and 45.5% of our Cash Inflows. Any deterioration in the financial condition of Sky Italia, Perform, or any of the domestic and international broadcaster holding the rights to Serie A matches in the future, could impair their ability to make payments to us. Due to the high concentration of revenue generated by a limited number of counterparties, the impairment of the financial condition of any one of these counterparties could have a material adverse impact on our Cash Inflows, and could adversely affect our business, financial condition, results of operations and cash flows.

We derive our Sponsorship and Other Cash Inflows from certain global and regional corporate sponsors and supplier sponsors. The substantial majority of this revenue is derived from a limited number of sources, mainly the sponsorship agreements with Nike and Qatar Airways. For the fiscal years ended June 30, 2016, 2017 and 2018, revenue from our sponsorship agreements with Nike and Qatar Airways accounted for 22.7%, 29% and 23.5% of our Sponsorship and Other Cash Inflows, respectively. Any deterioration in the financial condition of Nike, Qatar Airways or other sponsors that impairs their ability to make payments to us could increase our uncollectible receivables and thereby adversely affect our business, financial condition, results of operations and cash flows.

It may not be possible to renew or replace key contracts when they expire or are terminated on similar or better terms, or at all, or to attract new sponsors.

Our Sponsorship and Other Cash Inflows for each of the fiscal years ended June 30, 2016, 2017 and 2018 represented 9.7%, 13.5% and 11.6% of our Cash Inflows, and our Direct Media Cash Inflows for each of the fiscal years ended June 30, 2016, 2017 and 2018 represented 5.7%, 5.7% and 4.1% of our Cash Inflows, respectively. Soccer's sponsorship agreements typically have two to five-year terms. Two of its largest sponsor contracts, with Nike and Qatar Airways, have five and two years, respectively, remaining on their contracts. Nike has the right to terminate its contract if AS Roma's first team for any reason (including a strike, ban or suspension) is unwilling to compete national or international games or competitions for a period of at least two consecutive months. When these contracts expire, or if they are terminated, Soccer may not be able to renew or replace them with contracts on similar or better terms or at all. AS Roma's on-pitch performance and popularity have a substantial effect on the possibility of renewing or replacing these contracts, and on Soccer's ability to negotiate similar or better terms.

As part of our business strategy, we are pursuing the expansion of our sponsorship portfolio by partnering with additional sponsors both regionally and internationally. See "*Issuer's Business—Our Inflows Drivers—Sponsorships*". However, we may not be able to continue to successfully execute our business strategy and promote the AS Roma brand to attract new sponsors. Furthermore, Soccer is subject to contractual restrictions under certain of its sponsorship agreements that may affect our ability to expand our categories of sponsors, including certain restrictions on our ability to grant sponsorship, advertising and promotional rights to certain types of businesses. We cannot assure you that we will be successful in implementing our business plan or that our sponsorship revenue will continue to grow at the same rate as it has in the past, or even be maintained. Any of these events could negatively affect our ability to achieve our development and commercialization goals, which could have a material adverse effect on our business, results of operations, financial condition and cash flow.

Piracy and illegal live streaming may adversely impact our media and mobile & content revenue.

For each of the fiscal years ended June 30, 2016, 2017 and 2018, our Media Inflows was €163.6 million, €136.0 million and €181.2 million, with Indirect Media Cash Inflows accounting for 93.7%, 93.4% and 95.4%, respectively, of that total. Our Direct Media Cash Inflows is principally generated by the broadcasting of AS Roma's matches on pay and free-to-air television channels as well as content delivered over the internet and through our subscription-based TV channel, Roma TV. In recent years, piracy and illegal live streaming of subscription content over the internet has caused, and is continuing to cause, lost revenue to media distributors showing our matches. There can be no guarantee that we can prevent or limit future piracy or illegal streaming of subscription content. If these trends increase or continue unabated, they could pose a risk to subscription television services. The result could be a reduction in the value of our share of football broadcasting rights and of our online and Roma TV services, which could have a material adverse effect on our business, results of operations, financial condition and cash flow.

We may be unable to maintain and enhance our brand and reputation, particularly in new markets, and actions by our fans, employees, directors, officers or contractual counterparties may damage our brand and reputation.

The value, strength and success of our brand and reputation, and by extension the value of our intellectual property, depends directly on the playing reputation and performance of AS Roma and our relationship with third parties. Our brand and reputation are also integral to the implementation of our strategies for attracting new sponsors. To be successful in the future, we must preserve, grow and leverage the value of the AS Roma brand across all of our business activities. Much of this value will depend on AS Roma's on-pitch performance (which we are unable to control) as our leverage with existing and potential sponsors is substantially dependent upon AS Roma's popularity as a club.

In addition, AS Roma has in the past experienced, and we expect that it will in the future continue to receive, a high degree of media coverage. Unfavorable publicity regarding AS Roma's performance in league and cup competitions or the behavior of its players, employees or fans on and off the pitch may affect our ability to attract and retain certain sponsors. Failure to respond effectively to negative publicity could also further erode our brand and reputation.

Furthermore, events in the football industry, even if unrelated to us, may negatively affect our brand or reputation. As a result, the size, engagement and loyalty of AS Roma's fan base and the demand for its products may decline. Such a decline could impair our ability to attract sponsors, which would result in decreased revenue across our revenue streams and have a material adverse effect on our business, financial condition and results of operations, as well as require additional resources to rebuild our brand and reputation.

AS Roma has also granted certain third parties rights associated with the use of the AS Roma brand. Therefore, such third parties could take actions that lead to negative publicity for AS Roma or harm AS Roma's brand.

We may also be subject to negative publicity relating to our employees, directors, officers or contractual counterparties.

Maintaining and enhancing our brand and reputation may require us and AS Roma to make substantial investments, including in markets that are new to us, such as Asia. Such investments may not be successful, especially where they depend upon understanding and capitalizing on commercial demands in international markets. Failure to successfully maintain and enhance the AS Roma brand or its reputation or excessive or unsuccessful expenses in connection with this effort could have a material adverse effect on our business, results of operations, financial condition and cash flow.

Failure to adequately protect our intellectual property could injure our brand.

Like other popular brands, we are susceptible to instances of brand infringement (such as counterfeiting and other unauthorized uses of our intellectual property). We seek to protect our brand assets by ensuring that we own and control certain intellectual property rights in and to those assets and, where appropriate, by enforcing those intellectual property rights. For example, we own the copyright to AS Roma's logo, and AS Roma's logo and trade name are registered as trademarks (or are the subject of applications for registration) in a number of jurisdictions, including Italy, the EU and the USA. However, it is not possible to detect all instances of brand infringement. Additionally, where instances of brand infringement are detected, we cannot guarantee that such instances will be prevented as there may be legal or factual circumstances which give rise to uncertainty as to the validity, scope and enforceability of our intellectual property rights in the brand assets.

The laws of certain countries in which we license our brand and conduct operations, may not offer the same level of protection to intellectual property rights holders as those in Italy, the rest of Europe and the United States. Furthermore, the time required to enforce our intellectual property rights under these legal regimes may be lengthy, costly and delay recovery. For example, the unauthorized use of intellectual property is common and widespread in China and enforcement of intellectual property rights by Chinese regulatory agencies is inconsistent. If we were to fail or be unable to secure, protect, maintain and/or enforce the intellectual property rights which vest in our brand assets, then we could lose our exclusive right to exploit such brand assets.

We also license our intellectual property rights to third parties. In an effort to protect our brand, we enter into licensing agreements with these third parties which govern the use of our intellectual property and which require our licensees to abide by quality control standards with respect to such use. Although we make efforts to police our licensees' use of our intellectual property, we cannot assure you that these efforts will be sufficient to ensure their compliance. The failure of our licensees to comply with the terms of their licenses, or any other failure to adequately protect our intellectual property, could have a material adverse effect on our business, results of operations, financial condition and cash flow.

We may face conflicts of interest in transactions with related parties.

Our business is governed by, and conducted according to, arrangements we have entered into with AS Roma and its shareholder and their respective affiliates, including Soccer. We rely on agreements with AS Roma and Soccer which allow us to receive the proceeds from current media rights and sponsorship contracts and negotiate further media rights and sponsorship contracts which require AS Roma and Soccer to use their best efforts to play all matches, comply with all Serie A regulations and meet all requirements of media rights contracts and sponsorship agreements.

We may be unable to implement our business strategies.

Our future financial performance and success largely depend on our ability to implement our business strategies successfully. We have undertaken, and will continue to undertake, various initiatives to enhance our sponsorship revenue, create compelling content and increase fan engagement. We cannot assure you that we will successfully implement our business strategies or that implementing these strategies will sustain or improve and not harm our results of operations. In addition, the costs involved in implementing our strategies may be significantly greater than we currently anticipate.

Our business strategies are based on our assumptions about future demand for AS Roma's media and entertainment contents, including live and broadcast matches and the strength of our brand and AS Roma's supporter base, as well as our ability to leverage the AS Roma brand in new markets. Each of these factors depends, among other things, on our ability to finance our operations and business development activities, respond to competitive and regulatory changes, understand trends and drivers in foreign markets and retain and attract highly skilled technical, managerial, marketing and finance personnel and sponsors. Any failure to develop, revise or implement our business strategies in a timely and effective manner may adversely affect our business, financial condition, results of operations and cash flows.

Our digital media strategy is unproven and may not generate the returns we anticipate.

We maintain contact with, and provide entertainment to, our global supporter base through a number of digital and other media channels, including the internet, mobile services and social media. While we have attracted over 15.8 million followers to our social media accounts and our website has approximately 5 million page views each month (as of May 2019), the future revenue and income potential of our mobile and content business is uncertain. We may encounter challenges, risks and difficulties in this new and rapidly evolving market, including our ability to retain our current supporter base, attract new supporters, enhance the content offered through our digital media channels, effectively generate revenue from interaction with supporters through our digital media channels, develop our digital media channels in a cost effective manner and operate our digital media channels profitably and securely.

In addition, expansion of our digital and other media channels, including the internet, mobile services and social media, may result in a decrease in revenues from our other business activities, including our indirect and direct media revenue. Moreover, the increase in subscriber base in some of these digital and other media channels may limit the growth of the subscriber base and popularity of other channels. Although we are focused on increasing this subscriber base, we cannot guarantee that our efforts will be successful. Our inability to successfully leverage our digital media strategy would have a material adverse effect on our business, financial condition and results of operations.

Failure to effectively manage our growth could adversely affect our business.

Our strategy to enhance our Sponsorship and Other Cash Inflows may place a significant strain on our management and on our operational and financial resources and systems. To manage growth effectively, we will need to maintain a system of management controls and continue to attract and retain qualified personnel, as well as develop, train and manage management-level and other employees. Failure to steer our continued sponsorship expansion effectively could cause us to over-invest or under-invest in infrastructure systems and managerial resources, and result in losses or weaknesses in our infrastructure systems and managerial resources. Any failure by us to effectively manage our growth could have a negative effect on our ability to achieve our development and commercialization goals and strategies, which could have a material adverse effect on our business, results of operations, financial condition and cash flow.

Our international expansion and operations in foreign markets expose us to risks associated with international sales and operations.

AS Roma Group intends to continue to expand internationally and operate in select foreign markets. Managing a global organization is difficult, time consuming and expensive. Our inexperience in operating our business globally increases the risk that our international expansion efforts will not be successful. In addition, conducting international operations subjects us to risks such as the lack of familiarity with and unexpected changes in foreign regulatory requirements; difficulties in managing and staffing international operations; fluctuations in currency exchange rates; potentially adverse tax consequences, including foreign value added tax systems, and restrictions on repatriation of earnings; the burdens of complying with a wide variety of foreign laws and legal standards; increased financial accounting and reporting burdens and complexities; the lack of strong intellectual property regimes and political, social and economic instability abroad. Operating in international markets also requires significant management attention and financial resources. The investment and additional resources required to establish operations and manage growth in other countries may not produce desired levels of revenue or profitability, which could have a material adverse effect on our business, results of operations, financial condition and cash flow.

We are subject to various regulations related to the collection and processing of personal data, and changes to these regulations or their interpretation could adversely affect our business.

We collect and process personal data (including name, address, age, bank details and other personal data) from AS Roma's supporters and our customers, members, suppliers, business contacts and employees as part of the operation of our business (including online merchandising), and therefore we must comply with data protection and privacy laws in

Italy and, in certain situations, other jurisdictions where our supporters reside. Those laws impose certain requirements on us in respect of the collection, use and processing of personal information relating to these persons. In addition, we are exposed to the risk that the personal data we control could be wrongfully or willfully accessed or used, whether by employees, supporters or other third parties, or otherwise lost or disclosed or processed in breach of data protection regulations. If we or any of the third party service providers on which we rely fail to process such personal data in a lawful or secure manner or if any theft or loss of personal supporter data were to occur, we could face liability under data protection laws, including requirements to destroy customer information or notify the people to whom such information relates of any non-compliance as well as civil or criminal sanctions. This could also result in the loss of the goodwill of AS Roma's fans and the loss of revenue from reduced demand of our online content or our online merchandise sales. Failure to successfully address these risks and difficulties could affect our business, results of operations, financial condition and cash flow.

Soccer may not be able to perform its contractual obligations to third parties.

Soccer has a number of contractual obligations to third parties, such as sponsors, which it may not be able to perform. Soccer's media and sponsorship agreements typically require it to procure that AS Roma meets certain requirements, such as ensuring its first team attends certain events, plays a minimum number of matches and does so at Stadio Olimpico. Although we have entered into a Playing and Staging Agreement with AS Roma under which AS Roma is required to, *inter alia*, use its best efforts to play all matches and meet all requirements stipulated under our media rights and sponsorship agreements and comply with regulations of Serie A and relevant football bodies to ensure it qualifies for revenue under the media and sponsorship contracts, we cannot guarantee that AS Roma will fulfill these requirements. In particular, any failure by AS Roma to comply with licensing and the UEFA and Italian Financial Fair Play Regulations could prevent AS Roma from playing in domestic and European competitions. Should AS Roma fail to meet any of these requirements, we may not be able to require AS Roma to specifically perform any of its obligations to us to meet these requirements and, as a result, Soccer may be unable to fulfill its obligations under its media broadcasting and sponsorship agreements. This may have a material adverse effect on Soccer's ability to attract and retain sponsors and on our business, results of operations, financial condition and cash flow.

In certain limited cases, Soccer is performing services on behalf of certain sponsors and other third parties without having executed binding contractual arrangements with such parties.

In certain limited cases, Soccer is performing services under sponsorship and commercial contracts with certain sponsors and other third parties without having executed binding contractual arrangements with such parties. Sponsors and other third parties may choose not to perform their obligations under these contracts and, as a result, Soccer may not receive any fee or consideration and will not be able to enforce any of its rights. In addition, holders of the Notes will not hold a valid security interest over the receivables arising under these contracts before they are executed and will not be able to recover any of such receivables in the event of an enforcement of the Collateral.

We or AS Roma may become involved in litigation and arbitration proceedings, which may have a material adverse effect on our business, results of operations, financial condition and cash flow.

We or AS Roma are involved, and expect in the future to be involved, in various litigation and arbitration proceedings, which may include labor-related litigation, tax audits, intellectual property litigation or litigation or arbitration with AS Roma's sponsors. Even if we or AS Roma were successful in defending these or other legal proceedings, each could suffer from the distraction of management resources dedicated to such proceedings, incur certain expenses and possibly face harm to the AS Roma brand from case-related publicity any of which could have a material adverse effect on our business, results of operation, financial condition or cash flow. As at the date of this Offering Memorandum, we and AS Roma are involved in various routine legal proceedings, which we believe are incident to the ordinary course of business. We have not provisioned for these proceedings, as we believe the probability of any significant losses is low, though such assessments are inherently uncertain given the nature of litigation.

Tax laws or the interpretation or application of tax laws could change in a way that is unfavorable to us.

Our business operations are subject to a number of taxes and fees, including value-added-tax (VAT). The levels of taxation to which our operations are subject could increase in the future. Any such future increases in the levels of taxation, or the implementation of any new taxes to which our operations will be subject, could have a material adverse effect on our business, financial condition and results of operations. We are also subject to intercompany pricing laws, including those relating to the flow of funds among our Group pursuant to, for example, loan agreements, licensing agreements or other arrangements. In addition, Italian tax law and its administration is a generally complex process that often requires taxpayers to make subjective determinations in relation to their application. Adverse developments in tax laws or regulations (including future Italian legislation, judicial or administrative changes or interpretations with respect to tax laws to which our business is subject) could have a material adverse effect on our business, results of operation, financial condition or cash flow.

Additionally, tax regulations are complex and it is often necessary to make subjective evaluations and interpretative decisions. We are periodically subject to investigations by the tax authorities, such as audits relating to the application of direct and indirect taxes on the activities carried out and on the withholdings applied. Tax authorities may not agree with the evaluations or with the positions we have taken or intend to take with regard to the treatment or to the

qualification of each of the transactions completed, including the tax treatment of the current financial and debt structure, of the transactions with related parties and of previous transactions, issues, loans, reorganizations, distributions and interest payments.

There can be no assurances that a challenge will not arise in relation to our compliance with tax laws and regulations relating to the tax treatment of our transactions and other business arrangements if we were subject to a tax audit by the relevant tax authorities. We may also fail to comply with tax laws inadvertently or through reasons beyond our control. If any of these circumstances were to occur, it could result in lengthy legal disputes and, ultimately, in the payment of substantial amounts of tax, interest and penalties, which could have a material adverse effect on our business, financial condition and results of operations. In such cases, it may be necessary to defend our tax filings in court, if a reasonable settlement cannot be reached with the relevant tax authorities, and any 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 brand and reputation with sponsors and commercial partners.

We are from time to time involved in various tax audits and investigations, including a tax audit in process as at the date of this Offering Memorandum, and we may face tax liabilities in the future.

From time to time, we are subject to tax audits, inquiries and investigations by the tax authorities. Such audits and investigations may be aimed at evaluating the correct interpretation and application (including with respect to general or specific anti-avoidance rules or of the interpretative judicial concept of "abuse of law" or "abuso del diritto") of direct tax and indirect tax laws to our present and past transactions, concerning our business in general and including our existing, as well as previously incurred, indebtedness and existing and future intercompany loans.

On May 9, 2019, the Italian tax authorities began a tax audit regarding the Issuer, which remains ongoing, regarding the fiscal years 2014 to 2017. Although we have received no indication as of the date of this Offering Memorandum that tax authorities intend to assert any material challenge in relation to our compliance with tax laws and regulations generally, or the tax treatment of our transactions and other business arrangements specifically, we are unable to estimate any potential liability that may be asserted by tax authorities as result of such inquiry. We have therefore not made any special provision with respect to the tax audit pending as at the date of this Offering Memorandum.

In addition, on April 19, 2019 the Italian Tax Authority notified AS Roma of a tax audit report regarding the fiscal year 2014 in which various challenges were made. The challenges were regarding additional taxable income from an IRES (a corporate income tax known as imposta sul reddito sulle societa), IRAP (a regional production tax, known as imposta regionale sulle attivita produttive), VAT and withholding tax perspective. According to Italian tax law, the tax audit report is only a proposal for the relevant tax office of assessment of higher taxes and the application of penalties and does not result in any direct consequences. Therefore, AS Roma is not required to pay higher taxes or penalties as a result of the tax audit report at this stage and defensive remedies may be applied in the meantime in order to reduce, or even eliminate, the potential exposure, but there can be no assurances that any such defenses will be successful. Even though AS Roma believes that it has correctly applied Italian tax law, in AS Roma's unaudited interim financial statements, AS Roma created a provision for the amount of €0.6 million relating to these challenges with the Italian Tax Authority. This provision was based on the best possible estimate and current information.

We present certain non-IFRS measures that may not be comparable to similarly-titled measures that are used by other companies, and these measures have limitations as analytical tools.

In this Offering Memorandum, we present certain Non-IFRS Measures and Ratios to assess the financial performance of our business. These measures are called Non-IFRS Measures and Ratios because they exclude amounts that are included in, or include amounts that are excluded from, the most directly comparable measure calculated and presented in accordance with IFRS, or are calculated using financial measures that are not calculated in accordance with IFRS. Non-IFRS Measures and Ratios that we present include Media Inflows, Direct Media Cash Inflows, Indirect Media Cash Inflows, Cash Inflows, Cash Outflows, Cash Drawn for Debt Service, Net Financial Position and financial information for the twelve months ended March 31, 2019.

We use Non-IFRS Measures and Ratios to measure operating performance and liquidity, in presentations to our board of directors and as a basis for strategic planning and forecasting, as well as to monitor certain aspects of our operating cash flow and liquidity. We believe that these and similar measures are used widely by certain investors, securities analysts and other interested parties as supplementary measures of performance and liquidity.

The Non-IFRS Measures and Ratios may not be comparable with other similarly titled measures used by other companies. In particular, our Non-IFRS Measures and Ratios have limitations as analytical tools and you should not consider them in isolation or as a substitute for the analysis of our results or any performance measures under IFRS as set forth in our financial statements. Some of these limitations are:

- they do not reflect our cash expenditures or future requirements for capital expenditures or contractual commitments;
- they do not reflect changes in, or cash requirements for, our working capital needs;

- they do not reflect the significant interest expense, or the cash requirements necessary, to service interest or principal payments on our debt;
- they do not reflect any cash income taxes that we may be required to pay;
- they are not adjusted for all non-cash income or expense items that are reflected in our profit and loss account;
- they do not reflect the impact of earnings or charges resulting from certain matters we consider not to be indicative of our ongoing operations;
- assets are depreciated or amortized over differing estimated useful lives and often have to be replaced in the future, and these measures do not reflect any cash requirements for such replacements; and
- other companies in our industry may calculate these measures differently than we do, limiting their usefulness as comparative measures.

Although we believe that the presentation of these Non-IFRS Measures and Ratios is helpful to investors because these and other similar measures and ratios are widely used by certain investors, security analysts and other interested parties as supplemental measures of performance and liquidity, you should not construe these Non-IFRS Measures and Ratios as alternatives to profit and loss from operations determined in accordance with IFRS or to cash flows from operations, investing activities or financing activities, or any other measure or ratio required by, or presented in accordance with, IFRS. In addition, our Non-IFRS Measures and Ratios may not be comparable to similarly-titled measures or ratios used by other companies and may differ from measures we will be required to use under the Indenture. These indicators should not be considered in isolation or construed as a substitute for measures in accordance with IFRS.

We present certain estimates in respect of Pro Forma Estimated Look-Forward Cash Inflows, Pro Forma Estimated Look-Forward Cash Outflows and the Pro Forma Estimated Look-Forward Debt Service Coverage Ratio for the twelve months ending March 31, 2020 and March 31, 2021 which are based on assumptions in respect of, among others, the replacement of the terminated contractual arrangement with Betway and assumptions and expectations in respect of certain expenses and other Cash Outflows over such period; the accuracy of these estimates depends upon the accuracy of assumptions involving factors that are beyond our control and are subject to known and unknown risks, uncertainties and other factors.

This Offering Memorandum contains certain estimates with respect to our future Cash Inflows and our future Cash Outflows. We include a portion of *Pro Forma* Estimated Look-Forward Cash Inflows that relates to a training kit sponsorship contract assumed to be entered at the same levels as the terminated contractual arrangement with Betway. The replacement of such contract may not occur on the same terms or at all for reasons such as AS Roma's poor on-pitch performance, a decrease in AS Roma's popularity, general economic conditions or otherwise. In making such estimates, we also make certain assumptions in respect of AS Roma's on-pitch performance. These assumptions are inherently subject to significant uncertainties, including those related to the timing of payments, regulatory restrictions, or other impacts and actual results could differ materially from those estimated. We cannot assure you that these assumptions are correct or that the estimates will reflect actual results of operations for the twelve months ending March 31, 2020 and March 31, 2021 or for any other period. Furthermore, these assumptions involve factors that are beyond our control and are subject to known and unknown risks, uncertainties and other factors. See "*—In July 2019, we had to terminate our sponsorship agreement with Betway and will no longer receive the revenue contractually guaranteed thereunder*", "*—It may not be possible to renew or replace key contracts when they expire or are terminated on similar or better terms, or at all, or to attract new sponsors*", "*—Negotiation and pricing of key media contracts are outside our control and those contracts may change in the future due to a variety of external factors*" and "*—A significant portion of our Cash Inflows is derived from AS Roma's media rights revenue from Serie A and UEFA competitions, and any reduction in that revenue due to changes in the allocation of media rights revenue or poor on-pitch performance by AS Roma's first team could have a material adverse effect on our results of operations*".

Although we believe the assumptions we have used to calculate our *Pro Forma* Estimated Look-Forward Cash Inflows and *Pro Forma* Estimated Look-Forward Cash Outflows are reasonable and are based either on our historical experience or our knowledge of the industry, if one or more of these assumptions are inaccurate, we may be unable to achieve these projections, which could result in us breaching our obligations in respect of the Indenture and could otherwise have a material adverse effect on our business, financial condition and results of operations.

Our actual results in the future will vary from estimated results and those variations may be material. In addition, these estimates were not prepared with a view to compliance with the published guidelines of the SEC or the guidelines established by any other regulatory or industry body regarding projections, nor is *Pro Forma* Estimated Look-Forward Cash Inflows intended to be presented in a manner consistent with financial statements prepared in accordance with IFRS. Although we will be required to calculate our *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio under the Indenture, we do not intend to update or otherwise revise the estimates provided herein to reflect circumstances existing after the date of this Offering Memorandum or to reflect the occurrence of future events, even in the event the assumptions underlying the estimates are shown to be in error. In addition, the calculation in the Indenture of the *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio could vary from the calculation of the *Pro Forma* Estimated Look-Forward Debt Service Coverage Ratio for the twelve months ending March 31, 2020 and March

31, 2021 disclosed in this Offering Memorandum or any future period because the Indenture permits us to take into account not only contractual arrangements up for renewal but also certain new contracts expected to be entered into during the applicable period and services we are providing subject to finalization of contractual arrangements at such time. Neither we nor the Initial Purchasers, nor any of our respective directors, officers, advisers, auditors, experts, agents or representatives, shall bear any responsibility for the accuracy or adequacy of such estimates. Prospective investors in the Notes are cautioned not to rely on these estimates.

Business interruptions due to terrorist attacks, natural disasters and other events could adversely affect us.

Our operations can be subject to natural disasters and other events beyond our control, such as earthquakes, fires, power failures, telecommunication losses, terrorist attacks and acts of war. Such events, whether natural or manmade, could cause severe destruction or interruption to our operations, and as a result, our business could suffer serious harm. AS Roma's first team regularly tours the world for promotional matches, visiting various countries with a history of terrorism and civil unrest, and as a result, we and our players could be potential targets of terrorism when visiting such countries. There has been a significant increase in terrorist attacks in Europe over the past five years, particularly in large venues such as stadiums and concert halls, and any terrorist attack in Stadio Olimpico or in a similar location could reduce the number of fans willing to attend matches in person. In addition, any prolonged business interruption at Stadio Olimpico, whether from terrorist attacks or otherwise, could disrupt matches and training sessions, which may adversely affect AS Roma's first team's performance, and any widespread outbreaks of disease or public health crises may deter fans from attending matches, which may have an adverse effect on match day attendance and ticket sales. Our and AS Roma's business interruption insurance only covers some, but not all, of these potential events, and even for those events that are covered, it may not be sufficient to compensate us fully for losses or damages that may occur as a result of such events, including, for example, loss of market share and diminution of our brand, reputation and client loyalty, and injury or loss of life of players and key personnel of AS Roma. Any one or more of these events could have a material adverse effect on our business, financial condition and results of operations.

Fluctuations in exchange rates may adversely affect our results of operations.

Our functional and reporting currency is the Euro and almost all of our costs are denominated in such currency. However, we may in the future pursue the establishment of subsidiaries in other jurisdictions, leading to some regional sponsorship contracts potentially being negotiated in currencies other than the Euro. As a result, our results of operations may in the future fluctuate due to movements in exchange rates as a result of a portion of our revenue or operating costs occurring in a foreign currency. As at the date of this Offering Memorandum, there are no major revenues or costs occurring in foreign currencies that could generate volatility in our operations.

There are no assurances that the Stadio della Roma project will be completed, and if completed, when the team could play its first match.

Given the breadth and scope of the Stadio della Roma project, the approval process has been long and complex. Multiple factors impact the approval process, including the political climate, the overall complexity of the project and the land acquisition process (inclusive of the current criminal proceedings against the current landowner). Many of these factors are beyond our control. Additionally, in the event that approvals are obtained, there are multiple factors which impact the timing and pace of construction, including obtaining relevant financing, the land acquisition process, public tenders for public infrastructure, the expropriation process, and ultimately the construction and coordination of the three main components of the proposed project, along with the public infrastructure projects. Finally, there exist other broader factors that could impact on construction, including archaeological risks, the capital markets, labor availability, the subcontractor market, material availability and force majeure events. As a result, there are no assurances that the Stadio della Roma project will be completed, and if completed, when the team could play its first match.

Risks Related to AS Roma

This section highlights certain risks related to AS Roma's business. AS Roma will not guarantee the Notes and is therefore not liable for amounts owing thereunder. As a consequence, noteholders are advised that they will have no recourse against AS Roma in respect of amounts owing on the Notes, and no undue reliance should therefore be placed on the financial results or operations of AS Roma in respect of our ability to make payment on the Notes. However, AS Roma's operations are vital to our business, results of operations, financial condition and cash flow.

AS Roma's ability to qualify for or succeed in European competitions cannot be guaranteed.

Qualification for the UEFA Champions League or UEFA Europa League is dependent upon AS Roma's first team's performance in Serie A and, in some circumstances, the UEFA Champions League or UEFA Europa League itself in the previous season. Qualification for the UEFA Champions League or UEFA Europa League cannot, therefore, be guaranteed. Roma has not qualified to participate in the UEFA Champions League for the following 2019/2020 season and, as a result, the expected impact of playing in the UEFA Europa League as opposed to the UEFA Champions League in the next season is a reduction of Cash Inflows of approximately €20- 45 million during the fiscal year ending June 30, 2020.

In addition, AS Roma's first team's participation in the UEFA Champions League or UEFA Europa League may be influenced by factors beyond its control. For example, the number of places in each league available to the clubs of each domestic football association in Europe can vary from year to year based on a ranking system across the highly competitive European domestic football associations. If the performance of Italian clubs in Europe declines vis-à-vis other specific countries, the number of places in each European competition available to Italian clubs may be reduced and it may be more difficult for AS Roma's first team to qualify for each league in future seasons. Certain, other domestic football associations are relatively wealthier than Serie A and therefore may be better able to attract higher quality players. Further, the rules governing qualification for European competitions (whether at the European or domestic level) may change and make it more difficult for AS Roma's first team to qualify for each league in future seasons.

Moreover, because of the prestige associated with participating in the European competitions, particularly the UEFA Champions League, failure to qualify for any European competition, particularly for consecutive seasons, could negatively affect AS Roma's ability to attract and retain talented players, coaching staff and fans. Any one or more of these factors could have a material adverse effect on AS Roma's on-pitch performance, business and results of operation, which would in turn have a material adverse effect on our business, financial condition and results of operations.

AS Roma's business is dependent upon its ability to attract and retain key personnel, including players and team management.

AS Roma is highly dependent on members of its management, coaching staff and players. Competition for talented players and staff is, and will continue to be, intense. AS Roma's ability to attract and retain the highest quality players for its first team and sector teams, as well as coaching staff, is critical to AS Roma's first team's success in league and cup competitions and increasing popularity and, consequently, critical to our business, results of operations, financial condition and cash flow. AS Roma's success and achievements over the last 20 years do not necessarily mean that it will continue to be successful in the future, whether as a result of changes in player personnel, coaching staff or otherwise. A downturn in the performance of AS Roma's first team could adversely affect its ability to attract and retain coaches and players. In addition, AS Roma's popularity in certain countries and regions may depend, at least in part, on fielding certain players from those countries or regions. While AS Roma enters into employment contracts with each of its key personnel with the aim of securing their services for the term of the contract, the retention of their services for the full term of the contract cannot be guaranteed due to possible contract disputes or approaches by other clubs. AS Roma's failure to attract and retain key personnel could have a negative impact on our ability to effectively manage and grow our business, which would have a material adverse effect on our business, financial condition and results of operations.

Serious injuries to or losses of key playing staff may affect AS Roma's first team's performance.

The physical state of players and injuries that may occur during the season are instrumental to the sports results of AS Roma, and therefore they represent a risk factor that can significantly affect AS Roma's financial results. Although AS Roma has underwritten insurance policies with leading companies, aimed at securing AS Roma from such risks, and consequently is adequately guaranteed in terms of compensation for damages, in the event of players' injury they may still have negative effects on on our business, results of operations, financial condition and cash flow.

AS Roma faces significant competition from other football clubs to acquire and retain players and team management, both within Italy and internationally, and increased competition could result in increased salaries and transfer fees and adversely affect the performance of AS Roma's first team.

AS Roma faces competition from other football clubs in Italy and internationally to acquire players and staff. Investments from wealthy club owners in Serie A and other international leagues have resulted in clubs with deep financial backing that are able to acquire top players and coaching staff, which could result in improved performance from those clubs in domestic and international competitions. To stay competitive, AS Roma must pay salaries competitive with its main competitors in Italy and Europe. Despite the adoption of the UEFA Financial Fair Play Regulations, European and Serie A football clubs are spending substantial sums on transfer fees and player salaries. The increase in competition for talented footballers and qualified staff, and the consequent increase in salaries, could adversely affect AS Roma's first team's performance in competitions, result in AS Roma's first team finishing lower in Serie A than it has in the past and jeopardize its qualification for or results in the UEFA Champions League or UEFA Europa League, and result in a significant increase to AS Roma's costs in order to remain competitive. Other domestic football associations in Europe, such as the English Premier League, generate significantly higher broadcasting revenues than Serie A, and as a result competition for players for these clubs could result in a significant increase in player salaries and transfer fees, which AS Roma may be unable to pay. Other factors that affect player salaries, such as changes in personal tax rates, changes to the treatment of income or other changes to taxation in Italy and the relative strength of the euro, may make it more difficult for AS Roma to attract top players and coaching staff from around Europe or elsewhere or require them to pay higher salaries to compensate for higher taxes or less favorable exchange rates.

In addition, Serie A regulations do not impose a salary cap on clubs. Any Serie A club could, therefore, spend as much money, within the confines of the Financial Fair Play Regulations, as they wanted to make themselves more competitive. This would increase the level of competition within Serie A, and could cause AS Roma's first team to fail to perform well in Serie A. If AS Roma's first team is unable to perform well for consecutive seasons, this could reduce AS Roma's ability to attract and to retain AS Roma's fan base. Furthermore, every year, the clubs that finish in the bottom three in the Serie A standings are relegated to play in Serie B until they re-qualify for Serie A. Relegation would mean a loss of certain sponsorship revenue and ineligibility for AS Roma to receive a share of Serie A media rights revenue, both of which would have a material adverse effect on AS Roma's business, results of operations, financial condition and cash flow.

Additionally, an increase in transfer fees would require AS Roma to pay more than expected for the acquisition of players' registrations in the future. Certain players' transfer values may diminish after AS Roma acquires them and AS Roma may sell those players for transfer fees below their net book value (or even for no fee if the contract with those players has expired), resulting in a loss on disposal of players' registrations. Net transfer costs could also increase if levies imposed by FIFA, Serie A or any other organization in respect of the transfer of players' registrations were to increase.

Since AS Roma remains committed to attracting and retaining the highest quality players, they may explore new player acquisitions in connection with future transfer periods that may materially increase the amount of its net player capital expenditure. As part of any material increase in net player capital expenditure, AS Roma may also experience a material increase in its expenditure for player salaries. The actual amount of cash AS Roma uses on player acquisitions will also depend, in part, on the amount of any cash they receive as a result of the sale of any players. Any increase in net player capital expenditure compared to historic levels will also result in an increase in AS Roma's amortization expenses in future periods.

The impact of the foregoing competitive pressures could have a material adverse effect on AS Roma's business, results of operations, financial condition and cash flow which would in turn have a material adverse effect on our business, results of operation, financial condition and cash flow.

UEFA, FIGC and Serie A regulations may restrict AS Roma's ability to make commercial and sporting decisions.

As the primary governing body of European football, UEFA continually evaluates the dynamics in the football industry and considers changes to the regulatory framework governing European football clubs, and AS Roma must consider UEFA rules and regulations when making its business decisions. UEFA rules and regulations are complex and difficult to interpret and compliance with them may be burdensome and uncertain. As an example, clubs participating in the UEFA Champions League and UEFA Europa League competitions are subject to the UEFA Club Licensing and Financial Fair Play Regulations. Breaches in the rules may result in, among other things, withholding of prize money, transfer bans and ultimately disqualification from European competitions. These rules are intended to discourage clubs from continually operating at a loss and to ensure clubs settle with their football creditors on time. The Financial Fair Play Regulations require that each club's outgoings on employee benefits (including wages), operating costs, amortization of transfers, finance costs and dividends do not exceed by more than a prescribed margin its income from gate receipts, TV revenue, advertising, merchandising, disposal of tangible fixed assets, financial income, sale of players and prize money. See "*Regulation—UEFA Financial Fair Play Regulations*". Therefore, the amount that a club is able to pay to players or spend to purchase additional players is limited by the club's ability to generate income.

Breaches of licensing and Financial Fair Play Regulations, for example, where costs and capital expenditures on players exceed revenue over a three-year period or serious delays in settling debts with creditors, have recently resulted in clubs being punished by way of significant fines and even exclusion from UEFA competitions. Similar to any other European club, AS Roma could be found to be out of compliance with the Financial Fair Play Regulations in future seasons, in which case sporting, operational and financial penalties could be applied, which could adversely affect AS Roma's ability to field a competitive team in the UEFA Europa League or UEFA Champions League during those seasons and therefore affect its on-pitch performance. If AS Roma is limited in its ability to make strategic business decisions or is found to be in breach of UEFA restrictions, its business may suffer and it may become subject to sanctions, either financial or on-pitch. If AS Roma is subject to UEFA sanctions, it could restrict our ability to enter into new sponsorship contracts, or could cause current sponsors to terminate their contracts.

AS Roma is also subject to the IFFPR promulgated by the FIGC and Serie A. The IFFPR restricts Serie A clubs' ability to incur indebtedness and impose liquidity ratios that clubs must meet before they are granted a license to participate in Serie A. See "*Regulation—Italian Financial Fair Play Regulations.*" If AS Roma were in breach of any of the liquidity ratios under the IFFPR, it could be prevented from playing in Serie A, which would have a significant adverse effect on its matchday revenues and ability to attract and retain players, as well as on our Sponsorship and Other Cash Inflows and our Indirect Media Cash Inflows. Any limitation in AS Roma's ability to make strategic business decisions as a result of UEFA, FIGC or Serie A rules, or any reduction in sponsorship revenue as a result of the application of UEFA, FIGC or Serie A sanctions, would have a material adverse effect on our business, financial condition and results of operations.

The performance of TeamCo may depend on the financial support of its shareholders.

The development of TeamCo's financial situation depends on numerous factors, in particular the achievement of its sporting and financial targets and the performance of the economy in general and of the markets in which it operates. Although TeamCo will benefit from distributions from MediaCo and Soccer as permitted under the Indenture as well as from TeamCo's match day revenue, the increasing investment required to guarantee sporting achievements may require greater liquidity in the near future. Moreover, TeamCo currently owes €29.1 million under the TeamCo Shareholder Loan which is due. If TeamCo should continue to need additional liquidity and financial support and its shareholders were unable or unwilling to provide it for any reason, then TeamCo's liquidity could be materially adversely affected and it may not be able to continue its business operations, which would have a material adverse effect on our business, results of operations, financial condition and cash flow.

Serie A league voting rules may allow other clubs to take action contrary to AS Roma's and our interests.

Serie A is governed by its 20 club shareholders with most rule changes requiring the support of a minimum of 14 of the clubs. This allows a minority of clubs to block changes they view as unfavorable to their interests. In addition, it allows a concerted majority of the clubs to pass rules that may be disadvantageous to the remaining six clubs. As one of the larger clubs in Serie A in terms of revenue and supporter base, AS Roma can exert some influence on the rulemaking process; however, AS Roma's interests, and therefore also ours, may not always align with the majority of clubs, and it may be difficult for AS Roma to effect changes that are advantageous to them and, in turn, us. At the same time, it is possible that other clubs may take action that we view as contrary to our interests. If Serie A clubs pass rules that limit AS Roma's ability to compete effectively or our ability to operate our business as we have planned or otherwise affect the payments made to us, we may be unable to achieve our goals and strategies or maintain or increase our revenue levels.

Admission of AS Roma's first team to the Serie A season for 2020/2021 or subsequently cannot be guaranteed.

The Italian Football Federation and the Serie A league council (the "**Serie A Council**") sets forth annually the rules for admission to Serie A for the upcoming season. AS Roma's admission to the 2020/2021 season will be decided at the end of June 2020. Pursuant to the relevant regulations, only football clubs that, in addition to having obtained the necessary license, meet further sporting, legal, infrastructural, organizational, economic and financial requirements are eligible to be admitted for the 2020/2021 season. See "*Regulation—Italian Financial Fair Play Regulations*". We cannot guarantee whether, in the future, such requirements (or new requirements that may be introduced) will be met. AS Roma's failure to be admitted to Serie A for any season would prevent it from participating in any European competition and would materially and adversely affect AS Roma's ability to attract and retain talented players, coaching staff and fans and our ability to attract sponsors, as well as adversely affecting AS Roma's portion of Indirect Media Cash Inflows. Any one or more of these factors could have a material adverse effect on AS Roma's on-pitch performance, business and results of operation, which would in turn have a material adverse effect on our business, financial condition and results of operations.

Inability to renew AS Roma's insurance policies could expose it to significant losses.

AS Roma insures against the death, permanent disablement and travel-related injuries of members of its first team, although not at their market value. AS Roma also carries non-player related insurance typical for its business (including business interruption insurance). When any of its insurance policies expire, AS Roma may not be able to renew them on the same terms, or at all. In such circumstances, some of AS Roma's businesses and assets may be uninsured. If any of these uninsured businesses or assets were to suffer damage, AS Roma could suffer a financial loss. An inability to renew any of its insurance policies could expose AS Roma to significant losses.

If AS Roma's players were to sustain injuries in a situation that is not covered by its insurance policies, or if AS Roma were unable to renew its insurance policies at the same or better rates, AS Roma's results of operations would suffer, which would have a material adverse effect on our business, results of operations, financial condition and cash flow.

AS Roma may incur fines, sanctions and exclusion from competitions due to acts of its players, management or supporters.

In the past there have been a number of high-profile match fixing and other gambling, corruption and cheating scandals in European football. If AS Roma's players or management were, in the future, discovered to be involved in similar scandals AS Roma's first team could be severely punished. Punishments could include fines, exclusion from competition or even relegation from Serie A.

Current football regulation also provides that individual football clubs are strictly liable for certain acts committed by their supporters, such as vandalism, match stoppage or racist chants. As punishment, clubs may be fined or subject to other sporting sanctions including being required to play a certain number of matches without fans present or even disqualification for competitions which would have an adverse effect on ticket sales, match day revenues and on-pitch performance. We cannot guarantee that events outside AS Roma's control could not cause the imposition of such sanctions which could have an adverse effect on our business, results of operation, financial condition and cash flow.

Ticket sales and other matchday revenue is a significant portion of AS Roma's overall revenue, and any inability by AS Roma to execute its strategy to expand its premium seating and hospitality services and increase overall attendance could adversely affect AS Roma's business and results of operations.

Match attendance is influenced by a number of factors, some of which are partly or wholly outside of AS Roma's control. These factors include the success of AS Roma's first team, media coverage, public health, anti-social behavior by fans or terrorist incidents, proper functioning and accessibility of transportation infrastructure, weather and general economic conditions in Italy, which affect personal disposable income and corporate marketing and hospitality budgets.

AS Roma does not own or control the management of Stadio Olimpico.

AS Roma is not the owner of Stadio Olimpico in Rome, the sports facility that hosts the official matches of the first team. On August 11, 2017, an agreement was signed with the Italian Olympic Committee ("**CONI**"), the owner of Stadio Olimpico sports facility located in Rome, under which the use of the stadium was granted for a duration of four sports seasons starting from the beginning of the sports season 2017/2018 until the end of the 2020/2021 sports season. However, it is not possible to predict with certainty a renewal of the contract beyond the 2020/2021 season, and a negative event in this sense could have negative repercussions, also significant, on the Group's business, financial condition and results of operations.

Furthermore, pursuant to the agreement with CONI, in the event of damage to Stadio Olimpico structure, CONI has the right to intervene directly to carry out the related repairs and may exercise the right to request AS Roma to reimburse the costs incurred for repairs.

Finally, it should be noted that the operational activities at the stadium could be influenced by natural disasters, technical problems, or even terrorist attacks, with negative effects on the company's business, financial condition and results of operations.

The Notes restrict our ability to distribute cash to AS Roma that they might use to seek to improve on-pitch performance or otherwise improve operations.

The terms of the Notes will restrict the amount of cash that we are permitted to distribute to AS Roma (see "*Description of the Notes*"). AS Roma depends on the cash we distribute to them to pay player and management salaries and generally operate its business. Further, the Indenture sets forth significant limitations on AS Roma's ability to incur indebtedness. Restrictions to be imposed by the Indenture may make it difficult or impossible in the future for us to distribute to AS Roma the amount of cash necessary for it to invest in and improve its operations, pay increased player salaries or transfer fees or execute its business strategies, and as a result AS Roma may become insolvent. We have historically utilized, and a portion of the proceeds of the Notes will be used to fund, the Amended and Restated MediaCo/TeamCo Intercompany Loan to upstream cash to AS Roma, which are recorded as receivables on our balance sheet, and if AS Roma becomes insolvent as a result of our inability to continue upstreaming cash payments those receivables may not be satisfied. Any one or more of these results could have a material adverse effect on AS Roma's on-pitch performance, business and results of operation, which would, in turn, have a material adverse effect on our business, financial condition and results of operations.

Even though the terms of the Notes govern our ability to enter into these affiliate transactions and the permitted terms of those agreements, those restrictions may not prove sufficient to ensure that such agreements are in our best interest. If such contracts are not otherwise in our best interest, our ability to make the payments required under the Notes may be impaired. Furthermore, in the event there is a material conflict of interest with any of our related parties resulting in a breach of any of these agreements, we would not have immediate access to any such services which could have a material adverse effect on our business, financial condition and results of operations.

The interests of the principal shareholders of AS Roma may conflict with the interests of the holders of the Notes.

As of March 31, 2019, NEEP Roma Holding S.p.A. and AS Roma SPV LLC own 83.284% and 3.293%, respectively, of AS Roma and the remaining 13.423% is owned by public shareholders. AS Roma, in turn, directly and indirectly owns 99.98% of our share capital. The interests of AS Roma's principal shareholders may not in all cases be aligned with your interests. AS Roma's principal shareholders may sell all or any part of their respective shareholdings at any time, or they may look to reduce their holdings by means of a sale to a strategic investor, an equity offering or otherwise. Such divestitures may not trigger a "Change of Control" under the Indenture. See "*Description of the Notes—Change of Control*".

Risks related to our Industry

Adverse economic conditions or future economic downturns may harm both our and AS Roma's businesses.

Our sponsorship revenue and AS Roma's matchday revenue partially depend on personal disposable income and corporate marketing and hospitality budgets. Purchases of discretionary items, such as football tickets, merchandise and hospitality packages, could decrease, as customers may choose cheaper entertainment options or forego purchasing merchandise. Further, sponsorship revenue is contingent upon the expenditures of businesses across a wide range of industries, and if these industries were to cut costs in response to an economic downturn, our revenue may similarly

decline. Economies worldwide, including Italy, have shown significant signs of weakness over the past years, resulting in a general contraction in customer spending that varies by market. In December 2014, Standard and Poor's downgraded Italy's sovereign debt rating to just above sub-investment grade, reflecting their views on Italy's lower-than-expected economic growth and its vulnerability to external financing risks and the negative implications these could have for future economic growth and public finances, as well as fragile market confidence and deterioration of Italy's near-term economic outlook.

More generally, global credit and capital markets have experienced volatility and disruption and business credit and liquidity have tightened at times over the past ten years. Credit has also contracted in a number of major markets, including Italy, and national unemployment rates have increased significantly in the years following the global crisis in 2008. Economists, observers and market participants have recently expressed concern regarding the sustainability of the European Union and its common currency, the euro, in their current form.

In addition, as the global financial system following the crisis in 2008 experienced severe credit and liquidity disruptions, leading to greater volatility, a general widening of credit spreads and, in some cases, lack of transparency in capital markets, many lenders reduced or ceased to provide funding to borrowers. If these conditions were to occur again, this could negatively affect our ability to raise funds in the debt capital markets and/or access bank lending markets on financial terms acceptable to us or at all. The continued impact of the adverse global, European and Italian economic and market conditions, including, among others, the events described above could have a material adverse impact on our and AS Roma's business, financial condition and results of operations.

We and AS Roma could be negatively affected by current and other future Serie A, FIGC, UEFA or FIFA regulations.

We and AS Roma operate within a complex regulatory framework. Future changes to Serie A, FIGC, UEFA, FIFA or other regulations, or sudden changes in the current interpretation of existing regulation, may adversely affect our and AS Roma's results of operations. These regulations could cover various aspects of our business, such as the format of competitions, the eligibility of players, the operation of the transfer market and the distribution of media revenue. In addition, changes are being considered to address the financial sustainability of clubs such as more robust ownership rules and tests in relation to board directors and significant shareholders. In particular, changes to football regulations designed to promote competition could have a significant impact on AS Roma's and, in turn, our business. Such changes could include changes to the distribution of media income, changes to the relegation structure of Italian football, changes in the format of the league and cup competitions in which AS Roma plays, and restrictions on player spending. Any of these changes could make it more difficult for AS Roma to acquire top quality players and, therefore, adversely affect the performance of AS Roma's first team, which would have an adverse effect on our business, results of operations, financial condition and cash flow. See "*—Risks Related to AS Roma—UEFA, FIGC and Serie A regulations may restrict AS Roma's ability to make commercial and sporting decisions*" and "*Regulation*".

The sports and entertainment market, both within Europe and internationally, is highly competitive.

We actively compete with sports and entertainment businesses across many different industries and within many different markets. We believe our primary sources of competition, both in Europe and internationally, include, but are not limited to:

- other businesses seeking corporate sponsorships such as sports teams, other entertainment events and television and digital media outlets;
- providers of sports apparel and equipment seeking retail, merchandising, apparel & product licensing opportunities;
- broadcast and digital content providers seeking consumer attention and leisure time, advertiser income and consumer e-commerce activity;
- other entertainment options, such as cinemas, theatres and gaming halls, indirectly competing against matchday revenue; and
- other types of television programming seeking access to broadcasters and advertiser income.

All of the above forms of competition could have a material adverse effect on any of our revenue streams and our business, results of operations, financial condition and cash flow.

There could be a decline in the popularity of football.

The revenues generated by professional football and national and international competitions have a significant dependence on the popularity and attractiveness of professional football. A reduction due to a lack of interest in national and international competitions, competition from other sports, or a scandal linked, for example, to disorders or doping or illegal sports betting, would have significant negative effects on the economic, equity and financial situation and on the Group's activities, strategies and prospects. Any decline in popularity could result in lower indirect and direct media revenue, revenue from sponsorships, a reduction in the value of the AS Roma brand or a decline in the value of our

securities, including the Notes. Any one of these events or a combination of such events could have a material adverse effect on our business, results of operations, financial condition and cash flow.

Risks related to our capital structure

There has been limited use of, and case law on, the Patrimonio Destinato and therefore the legal effect and interpretation of the Patrimonio Destinato is uncertain and the validity, enforceability or duration of the Patrimonio Destinato may be subject to challenges by a court, a bankruptcy trustee or other creditors.

Our Patrimonio Destinato was set up for the purpose of segregating certain assets and legal relationships from the rest of AS Roma's estate. In particular, indirect media rights generated through AS Roma's first team's participation in Serie A and UEFA competitions remain at AS Roma but are ring-fenced within the Patrimonio Destinato. The receivables arising from indirect media rights contracts are assigned to the Issuer from within the Patrimonio Destinato as they arise and, after the expiration of the initial 60 day challenge period from the creation of the Patrimonio Destinato, claw-back risks with respect to those receivables assignments are limited to creditors of the Patrimonio Destinato itself (including the Issuer, and not other creditors of AS Roma. AS Roma has adopted a resolution to confirm that the existing Patrimonio Destinato, which was created in 2014, expires 18 months after the maturity of the Notes. This structure is intended to reduce claw-back risks for creditors of the Issuer, including holders of the Notes. However, there has been limited use of, and case law on, the Patrimonio Destinato (*patrimonio destinato ad uno specific affare*). In the event of any foreclosure, dissolution, winding-up, liquidation, administration, reorganization, or other insolvency or bankruptcy proceeding, a bankruptcy trustee or a court may take a different view with respect to the duration of the Patrimonio Destinato or otherwise contest the validity and enforceability of the Patrimonio Destinato and/or an applicable court may determine that the Patrimonio Destinato should be limited or voided or subject to claw-back actions. If challenges to the existence, effectiveness or enforceability of the Patrimonio Destinato are successful, the value of the Collateral represented by the receivables arising from indirect media rights contracts assigned to the Issuer could be materially impaired.

Our significant leverage and debt service obligations could adversely affect our business and prevent us from fulfilling our obligations with respect to the Notes and the Guarantee.

We have a substantial amount of outstanding indebtedness with significant debt service requirements. As of March 31, 2019, our total outstanding financial indebtedness would have been €217.3 million, not including certain amounts that we are contractually obligated to pay AS Roma (which are subordinated to the Notes pursuant to the Intercreditor Agreement but which the Indenture permits us to pay if certain conditions under the Indenture are met). See "*Capitalization*" and "*Description of the Notes*".

Our significant leverage could have important consequences for a holder of the Notes, including:

- making it more difficult for us to satisfy our obligations with respect to the Notes, the Guarantee and any permitted additional debt;
- requiring us to dedicate a substantial portion of our cash flow from operations to payments on our debt, thus reducing the availability of our cash flow to fund AS Roma's operations;
- increasing our vulnerability to any decline in revenue due to us under sponsorship or media rights agreements;
- limiting our flexibility in planning for or reacting to changes in our business and our industry;
- placing the AS Roma football team at a competitive disadvantage compared to its competitors that have less debt in relation to cash flow; and
- limiting, among other things, our ability to borrow additional funds in the future and increasing the costs of such additional financings.

If we cannot service our indebtedness and meet our other obligations and commitments, we might be required to refinance our debt, including the Notes or obtain additional financing for such purpose. We cannot assure you that refinancings or asset dispositions could be effected on a timely basis or on satisfactory terms, if at all, or would be permitted by the terms of our debt instruments.

Despite our current level of indebtedness, we may be able to incur substantial additional indebtedness, including indebtedness secured by the Collateral, which may make it difficult for us to service our debt, including the Notes.

We may incur additional indebtedness in the future. Although the Indenture will contain restrictions on the incurrence of additional indebtedness, and before incurring new indebtedness we will be required to satisfy a debt service coverage ratio test and receive a ratings confirmation, these restrictions are subject to qualifications and exceptions, and under certain circumstances the amount of indebtedness that could be incurred in compliance with these restrictions could be substantial, and we may be able to secure such additional indebtedness against the Collateral or other assets. If new indebtedness is added to our existing debt levels, the related risks that we now face could increase. In addition, the Indenture will not prevent us from incurring certain obligations that do not constitute indebtedness.

We, Soccer and AS Roma are subject to restrictive covenants under the Indenture and we are furthermore subject to a financial maintenance covenant which could impair our ability to run our business, and to provide funds to AS Roma or Soccer or for AS Roma or Soccer to incur financing to run their respective businesses. Our failure or AS Roma's or Soccer's failure to comply with such covenant, including as a result of events beyond our or Soccer's or AS Roma's control (as the case may be), could result in an event of default that could materially and adversely affect our financial condition and results of operations.

Restrictive covenants under the Indenture may restrict our ability to operate our business. Our failure to comply with these covenants, including as a result of events beyond our control, could result in an event of default that could materially and adversely affect our business, financial condition and results of operations.

The Indenture contains negative covenants restricting, among other things, subject to significant exceptions and qualifications, our ability to:

- make certain loans, investments or other restricted payments;
- incur indebtedness or issue guarantees;
- impair the security interests granted over the Collateral;
- sell, lease, transfer or dispose of any assets, including shares of subsidiary stock;
- merge or consolidate with other companies;
- undertake certain activities (for example, to create new subsidiaries, make acquisitions, enter into joint ventures);
- make a change to the general nature of our business;
- pay dividends and make other restricted payments;
- repay or redeem subordinated debt;
- create or incur liens;
- create restrictions on the payment of dividends or other amounts from our subsidiaries; and
- enter into transactions with affiliates.

In addition, AS Roma and Soccer will also be subject to certain covenants in the Indenture, in particular, a restriction on the indebtedness, liens that they may incur and certain corporate reorganizations they may undertake.

The restrictions contained in the Indenture could affect our or Soccer's and AS Roma's ability to operate our and their respective businesses and may limit our and their ability to react to market conditions or take advantage of potential business opportunities as they arise. For example, such restrictions could adversely affect our ability to finance our operations, restructure our organization or upstream funds to AS Roma or pay amounts for capital expenditures or other purposes above the estimates for its operating needs, and in AS Roma's case, could limit opportunities to acquire new football talent for the club. Additionally, our ability to comply with these covenants and restrictions may be affected by events beyond our control. These include prevailing economic, financial and industry conditions. If we breach any of these covenants or restrictions, we could be in default under the Indenture.

The Indenture will require that we deposit all of our revenues and other amounts received into accounts designated for particular purposes, in particular operating expenses, debt service and tax amounts. This pre-funding is based on our estimates for these expenses (in relation to operating expenses and tax amounts), and we may not estimate correctly. Although the Security Agent will receive annual budgets showing the estimates for our expenses in order to allocate funds to the various Secured Accounts, the noteholders will not have access to such budgets and therefore will have limited visibility of how our revenues are allocated except as will be described in a general matter in the Indenture. In addition, we are only permitted to upstream amounts to AS Roma or Soccer if all of these accounts are fully funded, and other conditions are met, which may limit what amounts we are able to contribute to AS Roma's or Soccer's operating needs, which could in turn adversely affect our results if AS Roma's or Soccer's performance is adversely affected.

In addition, the Indenture requires that we satisfy a financial covenant test that is tested semi-annually. If we do not meet this test each time it is tested, an event of default will be triggered after a prescribed period of time. Although it may be possible to cure such event of default through a capital contribution by AS Roma or Soccer, such equity cure rights are limited. If such an event of default were not cured and the debt under the Notes were accelerated, we cannot assure you that our assets or cash flow would be sufficient to fully repay amounts outstanding under the Notes.

We may not be able to generate sufficient cash to service our debt and sustain our operations. Our ability to generate sufficient cash depends on many factors beyond our control.

Our ability to make interest payments on the Notes and to meet any future debt service obligations, or to refinance our debt, depends on our future operating and financial performance, which in turn depends on our ability to successfully implement our business strategies. Our (and AS Roma's) future performance, to a certain extent, is subject to general economic, financial, competitive, legislative, regulatory, technical and other factors, including those discussed in these

"*Risk Factors*," that are beyond our control. In addition, our ability to borrow funds in the future to make payments on our debt will depend on the satisfaction of the covenants in the Indenture and any other debt agreements that we may enter into in the future. We cannot assure you that our (and AS Roma's) business will generate sufficient cash flow from operations or that future borrowings will be available to us in an amount sufficient to enable us to pay our debt, including the Notes, or to fund our other liquidity needs. See "*Management's Discussion and Analysis of Financial Condition and Results of Operations of the Issuer—Liquidity and Capital Resources*".

We cannot assure you that we will be able to refinance or repay any of our indebtedness, including the Notes, on commercially reasonable terms or at all. Any refinancing of our indebtedness could be at higher interest rates than our current debt and may require us to comply with more onerous covenants, which could further restrict our business operations.

Our and Soccer's claims for amounts lent to TeamCo under the Intercompany Loan Agreements or other future loans from the Issuer and/or Soccer to TeamCo may be subordinated to claims of TeamCo's lenders under additional indebtedness permitted by the terms of the Indenture and the Intercreditor Agreement.

The Notes will be granted a security interest over receivables arising under the Intercompany Loan Agreements. However, the Issuer's and Soccer's claims against TeamCo under the Intercompany Loan Agreements may be subordinated to the claims of TeamCo's lenders under additional indebtedness permitted by the terms of the Indenture and the Intercreditor Agreement. This subordination will mean that in an enforcement scenario TeamCo's lenders will have their claims satisfied in priority to claims that the Issuer and Soccer have against TeamCo in respect of the Intercompany Loan Agreements, which may limit the Issuer's and Soccer's recovery from TeamCo and in turn limit the value of the assignment of receivables as Collateral. In addition, the documents regulating TeamCo's additional indebtedness may require that certain coverage ratios are met or other obligations complied with and that no default is outstanding under such documents before TeamCo can make payments in respect of the Intercompany Loan Agreements.

Italian tax legislation may restrict the deductibility of all or a portion of the interest expense on our indebtedness, including interest expense in respect of the Notes.

Current tax legislation in Italy (Article 96 of Presidential Decree No. 917 of December 22, 1986, as amended and restated) allows for the full tax deductibility of interest expense incurred by a company in each fiscal year up to the amount of the interest income of the same fiscal year, to the extent interest income is evidenced by the relevant annual financial statements and is subject to Italian corporate income tax. A further deduction of interest expense in excess of this amount is allowed up to a threshold of 30% of the EBITDA of an Italian tax resident company *(i.e., risultato operativo lordo della gestione caratteristica)* ("**ROL**") as recorded in such company's profit and loss account. However, for the sole purpose of the present tax rule, the value of accounting items forming part of the ROL shall be the one relevant for tax purposes, *i.e.*, the value determined pursuant to Italian tax law and used for tax computation (such value may differ from the accounting value evidenced in the profit and loss account). The amount of ROL not used for the deduction of the amount of interest expense that exceeds interest income can be carried forward, increasing the amount of ROL for the following five fiscal years. Interest expense not deducted in a relevant fiscal year can be carried forward to the following fiscal years and deducted, provided that and to the extent that, in such fiscal years, the amount of interest expense that exceeds interest income is lower than 30% of ROL. In the case of a tax group, interest expense not deducted by an entity within the tax group due to lack of ROL can be deducted at the tax unity level, within the limit of the excess of ROL of the other companies within the tax group.

Based on the above rules, we may not be able to deduct all interest expenses borne in each relevant fiscal year in Italy, even if we would be able to carry forward over the following fiscal years the amounts that may not be deducted in a given fiscal year. Furthermore, any future changes in Italian tax laws or in their interpretation or application, including any future limitation on the use the ROL of the Issuer and the tax group of which it is part or the tax treatment of interest expense arising from any indebtedness, including the Notes, the failure to satisfy the applicable legal requirements relating to the deductibility of interest expense or the application by Italian tax authorities of certain existing interpretations of Italian tax law may result in our inability to fully deduct our interest expense, which may have an adverse impact on our financial condition.

In addition, there can be no assurance that in the case of a tax audit, the relevant tax authorities would not try to challenge the deductibility of interest expenses arising in connection with the component of any financing used, in whole or in part, to refinance an outstanding loan or debt, when the terms and conditions of the refinancing transaction appear less favorable than the ones of the previous financing transaction. In particular, in such circumstances, the relevant tax authorities could argue that the interest expenses arising from such financing does not relate to the business of the borrowing entity (as the relevant transaction is deemed as "anti-economic" and as such not compliant with the "inherence" principle set out under Italian tax law). There can be valid defenses against such challenge to the extent the taxpayer is able to demonstrate that the transaction as a whole is based on rational and economic reasons with a view to generate utility (in terms of overall economic benefit) for the company, even if only in the future.

Moreover, (i) any future changes in Italian tax laws or in their interpretation or application (including any future limitation on the use of the ROL of the Issuer and its subsidiaries), or (ii) the tax treatment of interest expense arising from any indebtedness, including the Notes, or (iii) a change in the interpretation and application by Italian tax

authorities of Italian tax law, may result in our inability to fully deduct our interest expense, which may have an adverse impact on our business, financial condition and results of operations.

Risks related to the Notes, the Guarantee and the Collateral

AS Roma will not guarantee the Notes and is therefore not liable for amounts owing thereunder. As a consequence, noteholders are advised that they will have no recourse against AS Roma in respect of amounts owing on the Notes.

The Notes are not guaranteed by AS Roma. AS Roma is therefore not liable for amounts under the Notes, and noteholders are advised that they will have no recourse against AS Roma or any of its subsidiaries (except the Guarantor) in respect of amounts owing on the Notes. Because AS Roma is a parent company of the Issuer (as opposed to a subsidiary), noteholders will also not have an indirect claim against AS Roma if they enforce the security over the shares of the Issuer. Noteholders will have recourse only to the Issuer and the Guarantor for repayment of amounts owed under the Notes.

No appraisals of any of the Collateral have been prepared by us or on our behalf in connection with the issuance of the Notes. The Notes will be secured only to the extent of the value of the Collateral that has been granted as security for the Notes, and the value of the Collateral securing the Notes may not be sufficient to satisfy our obligations thereunder and such Collateral may be reduced or diluted under certain circumstances.

The Notes will be secured by security interests in the Collateral as described in this Offering Memorandum. The Collateral may also secure additional indebtedness to the extent permitted by the terms of the Indenture and the Intercreditor Agreement. Your rights to the Collateral may be diluted by any increase in the indebtedness secured by the Collateral on a *pari passu* basis with the Notes. To the extent that other first-ranking security interests, security, liens or privileges created by mandatory law provisions, liens permitted under the Indenture and other rights encumber the Collateral securing the Notes, those parties may have or may exercise rights and remedies with respect to the Collateral that could adversely affect the value of the security and the ability of the Security Agent (in each case in accordance with the Security Documents and the Intercreditor Agreement) to realize or foreclose on the security.

No appraisal of the fair market value of the Collateral has been made in connection with this Offering. The book value of the Collateral should not be relied on as a measure of realizable value for such assets. The value of the Collateral could be impaired in the future as a result of changing economic and market conditions, our failure to successfully implement our business strategy, competition and other factors. The Collateral may include intangible or other illiquid assets that by their nature may not have a readily ascertainable market value, whose value to other parties may be less than its value to us, or may not be readily saleable or, if saleable, there may be substantial delays in their liquidation. In addition, the value of the Collateral may decrease because of obsolescence, impairment or certain casualty events.

In the event of a liquidation, insolvency, foreclosure, bankruptcy, reorganization or similar proceeding, the value of the Collateral and the amount that may be received upon a sale of Collateral will depend upon many factors including, among other things, the condition of the Collateral and our industry, the ability to sell the Collateral in an orderly sale, market and economic conditions, whether the business is sold as a going concern, the availability of buyers and other factors. In addition, courts could limit recoverability with respect to the Collateral if they deem a portion of the interest claim usurious in violation of applicable public policy. As a result, liquidating the Collateral may not produce proceeds in an amount sufficient to pay any amounts due on the Notes. We cannot assure you of the value of the Collateral or that the net proceeds received upon a liquidation, foreclosure, bankruptcy, reorganization or similar proceeding would be sufficient to repay all amounts due on the Notes.

If the proceeds of Collateral were not sufficient to repay amounts outstanding under the Notes, then holders of the Notes (to the extent not repaid from the proceeds of the sale of the Collateral) would only have an unsecured claim against our remaining assets.

We cannot assure you that the Collateral will be saleable or, if saleable, there may be substantial delays in the liquidation thereof. Not all of our assets will secure the Notes and the value of the Collateral may not be sufficient to cover the amount of debt secured by such Collateral. There is no requirement under the Indenture to provide funds to enhance the value of the Collateral if it is insufficient, though applicable law may provide otherwise. With respect to any shares and quotas (including those of our subsidiaries) pledged to secure the Notes, such shares and quotas may also have limited value in the event of a bankruptcy, insolvency, liquidation, winding-up or other similar proceedings in relation to the entity's shares and quotas that have been pledged because all of the obligations of the entity whose shares and quotas have been pledged must first be satisfied, leaving little or no remaining assets in the pledged entity. As a result, the creditors secured by a pledge of the shares and quotas of these entities may not recover anything of value in the case of an enforcement sale. In addition, the value of the Collateral may decline over time.

The Indenture will permit the granting of certain liens other than those in favor of the Security Agent for the benefit of the holders of the Notes on the Collateral or of other creditors. To the extent that holders of other secured debt or third parties enjoy liens, including statutory liens, such holders or third parties may have rights and remedies with respect to the Collateral that, if exercised, could reduce the proceeds available to satisfy our obligations under the Notes. Moreover, if additional Notes are issued under the Indenture, holders of such additional Notes would benefit from the

same Collateral as the holders of the relevant Notes being offered hereby, thereby diluting your ability to benefit from the Collateral for such Notes.

The Issuer, the Guarantor and the other security providers have control over certain of the Collateral securing the Notes.

The Security Documents will, subject to the terms of the Indenture, including under "*Description of the Notes—Affirmative Covenants—Priority of Payments Waterfall*", allow the Issuer, Soccer and/or the other security providers to remain in possession of, retain exclusive control over, freely operate, and collect, invest and dispose of any income from certain of the Collateral. So long as no default or event of default or enforcement event under the Indenture would result therefrom, the Issuer, Soccer and/or the other security providers may, among other things, without any release or consent by the Security Agent, conduct ordinary course activities with respect to certain of the Collateral, such as licensing intellectual property, disposing of certain Collateral and making certain ordinary course cash payments (including payments to AS Roma of consideration for the assignment of receivables or payments on certain indebtedness owed to AS Roma and/or Soccer, if certain conditions are met). Any of these activities could reduce the value of the Collateral and consequently the amounts payable to you from proceeds of any sale of Collateral in the case of an enforcement of the liens.

The claims of the holders of the Notes will be effectively subordinated to the rights of our future secured creditors to the extent of the value of the assets securing such indebtedness which does not constitute Collateral.

The Notes will be secured by first-priority security interests consisting of (i) a pledge over the entire corporate capital of the Issuer; (ii) a pledge over the entire corporate capital of Soccer; (iii) a pledge over the accounts of the Issuer (different from the Interim Account); (iv) a pledge over the accounts of Soccer; (v) a security assignment of the rights and receivables arising under the Intercompany Loans, the Amended and Restated Subordinated Loan Agreement, the Lease Agreement, the License Agreement, the Playing and Staging Agreement, the Services Agreement and the Tax Consolidation Arrangements; (vi) a security assignment of the rights and receivables arising under the Existing Direct Media Contracts, the Existing Indirect Media Contracts and the Existing Sponsorship Agreements which also includes an undertaking to provide a security assignment of rights and receivables arising under the Future Indirect Media Contracts, the Future Direct Media Contracts and the Future Sponsorship Agreements; (vii) a pledge over the account of AS Roma into which amounts received from UEFA are deposited and an undertaking by AS Roma to transfer such amounts to the Issuer; and (viii) a pledge over the Issuer's material intellectual property rights (together, the "Collateral"). The Indenture will include limitations on liens providing security for obligations other than the Notes, but will allow us and our restricted subsidiaries, subject to specified limitations, to incur certain ordinary course obligations that will be effectively senior to the Notes to the extent of the value of the assets that secure those obligations. In the event of any distribution or payment of our assets in any foreclosure, dissolution, winding-up, liquidation, administration, reorganization, or other insolvency or bankruptcy proceeding, the proceeds from the sale of assets securing any secured indebtedness other than Notes 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, holders of Notes may receive less, ratably, than holders of other secured indebtedness.

You may not have a security interest in any of the Collateral on the Issue Date.

Because security granted in connection with the Existing Facility will need to be released before the same security can be granted to secure the Notes, you may not have a security interest in any of the Collateral in place on the Issue Date. The Indenture will require that, within three business days from the Issue Date, and subject to completion of the formalities for the release of the security interests granted in relation to the Existing Facility (to be carried out promptly on the part of the Issuer and/or the grantor of the relevant security interest) and certain perfection requirements (to be carried out within the time period provided for in the relevant security document), the Notes be secured on a first-ranking basis by the Collateral. However, since certain formalities for the perfection of the security interests are dealt with by public registries (for example in respect to pledges over intellectual property rights or Soccer quotas) the timing for the perfection of such security interests depend on the time of such public registries to process the relevant request. See "*Description of the Notes—Security*." See also "*Limitations on Validity and Enforceability of the Guarantee and the Collateral and Certain Insolvency Law Considerations.*"

If the security interests in the Collateral are not in place on the Issue Date, this will create a longer hardening period than if the security interests are in place at the time that the Notes are issued. See "*—The granting of the security interests in the Collateral and the undertaking of a Permitted Reorganization may create hardening periods for such security interests in accordance with Italian law*."

The noteholders may have difficulties in enforcing the pledge over Soccer.

Soccer is a company incorporated under the laws of the Republic of Italy as a *società in accomandita semplice*. Under Italian law there are no provisions expressly permitting or prohibiting the granting of a pledge over such type of company even though the majority of scholars and jurisprudence permit such a security interest. It may be the case that certain Companies' Registries (*Registri delle Imprese*) raise objections to the registration of such a security interest with the effect that, in the absence of such registration, third parties may challenge the privilege of the noteholders over

Soccer's quotas, although the *patti sociali* (being the by-laws of Soccer) will be amended to evidence the creation of such security interest in favor of the noteholders.

It may be difficult to realize the value of the Collateral securing the Notes.

The Collateral will be subject to exceptions, defects, encumbrances, liens and other imperfections permitted under the Indenture, whether on or after the date the Notes are first issued. The existence of such exceptions, defects, encumbrances, liens and other imperfections could adversely affect the value of the Collateral, as well as the ability of the Security Agent to realize or foreclose on such Collateral. Furthermore, the first-priority ranking of security interests can be affected by a variety of factors, including the timely satisfaction of perfection requirements, statutory liens or re-characterization under Italian law.

The Collateral may be subject to practical problems generally associated with the realization of security interests in collateral. The Security Agent may also need to obtain the consent of a third party to enforce a security interest, including that of competent regulatory authorities (including competition regulators) or courts, to enforce a security interest. The Security Agent may not be able to obtain any such consents. In addition, the consents of any third parties may not be given when required to facilitate a foreclosure on such assets. Accordingly, the Security Agent may not have the ability to foreclose upon those assets, and the value of the Collateral may significantly decrease. Furthermore, due consideration should be given by investors to the circumstance that enforcement procedures and timing for obtaining judicial decisions in Italy may be materially more complex and time-consuming than in equivalent situations in jurisdictions with which investors may be familiar.

UEFA does not permit the assignment of receivables to the noteholders as Collateral. Other agreements we are party to now or in the future may have similar restrictions, and therefore the noteholders may have difficulty enforcing the security interest over this Collateral.

UEFA does not permit the assignment of media rights receivables that are due to clubs that participate in the UEFA Champions League and the UEFA Europa League. AS Roma assigns these receivables to the Issuer. Although the Indenture will require that the Issuer undertakes to assign these receivables by way of security as Collateral to the noteholders, neither the assignment from AS Roma to the Issuer nor from the Issuer to the noteholders as collateral will be notified to UEFA and, in the event of an enforcement of the Collateral, the noteholders may have difficulty enforcing their security interest over these receivables since UEFA did not consent to the assignment and UEFA has no contractual obligation to pay the amounts owed by AS Roma to the Issuer.

Certain other sponsorship agreements include, and future agreements may include, similar anti-assignment provisions. In contrast to the UEFA receivables Soccer and, except for a minimum number of contracts already in place, AS Roma are parties to these sponsorship agreements. While in respect to Soccer's receivables arising under such documents Soccer is required, pursuant to the relevant security documents, to directly assign by way of security such receivables to the noteholders, with regard to AS Roma's receivables arising under such documents, they will be: (i) firstly assigned to the Issuer pursuant to the Receivables Assignment Agreements; and then (ii) assigned by way of security by the Issuer to the noteholders. As a consequence, in the event Soccer or AS Roma or the Issuer, as the case maybe, are unable to obtain consent to assign their respective rights and receivables under these agreements for the benefit of the noteholders, and if the noteholders are required to directly enforce these agreements against the relevant counterparty, the noteholders may have difficulty enforcing these agreements and the value of the Collateral may significantly decrease.

Soccer will not be required to assign by way of security the receivables under all of its media rights arrangements and sponsorship agreements.

The Indenture will not require Soccer to provide security over a future sponsorship agreement with a total value of less than €150,000 if to do so would be unduly burdensome to Soccer or a future sponsorship agreement or future direct media contract if to do so would be (x) unduly burdensome to Soccer or (y) the costs of providing security are disproportionate to the benefit obtained by the beneficiaries of that security (up to an aggregate limit of €3.0 million in value of future sponsorship agreements and future direct media contracts not subject to such security). In addition, certain sponsorship agreements provide for consideration in kind, meaning that there are no receivables that can be assigned. The receivables under these contracts will not form a part of the Collateral, and in the event of an enforcement, the noteholders will be unsecured creditors in relation to the receivables under these contracts.

The recovery from the enforcement of the share pledges forming part of the Collateral may result in a taxable capital gain, which would likely reduce the proceeds of any recovery.

In connection with the enforcement of share or quota pledges over shares or quotas of entities with outstanding debt obligations, any sale of such entities is likely to involve a release of some or all of the debt of such entities, which could result in a taxable capital gain to such entities. As the Notes will be issued by the Issuer, an enforcement over the shares of the Issuer would involve the enforcement over the share pledge of an entity with outstanding debt claims. Such release is permitted by the Intercreditor Agreement and could result in a taxable capital gain. This taxable capital gain is likely to reduce the proceeds of any recovery from the enforcement of such share pledge. Substantially similar

principles apply in respect to the sale of Soccer quotas which form part of the Collateral, being subject to the quota pledge. Therefore, the value of the pledge over the shares of the Issuer and over the quotas of Soccer is limited.

The Collateral will be subject to certain limitations on enforcement and may be limited by applicable laws or subject to certain defenses that may limit its validity and enforceability.

The obligations of the grantors of security and enforcement of the Collateral will be limited to the maximum amount that can be secured by such grantor of security under the applicable laws of Italy, including a limitation to the extent that the grant of such security is not in the relevant grantor's corporate interests, or otherwise would result in violations of laws related to corporate benefit, capitalization, capital preservation, financial assistance, transactions under value or any other general statutory laws.

Accordingly, enforcement in respect of the Collateral against the relevant security grantor would be subject to certain defenses available to security grantors generally or, in some cases, to limitations contained in the terms of the security designed to ensure compliance with statutory requirements applicable to the relevant security grantors. These laws and defenses include those that relate to fraudulent conveyances or transfers, insolvency, voidable preferences, financial assistance, corporate purpose or benefit, preservation of share capital, thin capitalization and defenses affecting the rights of creditors generally. As a result, the liability of a grantor of security could be materially reduced or eliminated, depending on the law applicable to it.

It is possible that a grantor of security, or a creditor of a grantor of security, or the bankruptcy trustee in the case of a bankruptcy of a grantor of security, may contest the validity and enforceability of the grantor's security on any of the aforementioned grounds and that the applicable court may determine that the security should be limited or voided. To the extent such limitations on the security obligation apply, the Notes would be effectively subordinated to or rank *pari passu* with all liabilities of the applicable grantor of security, including trade payables of such grantor to the extent of such limitations. Future security interests may be subject to similar limitations.

Additionally, the grant of Collateral to secure the Notes may be voidable by the grantor or by an insolvency trustee, liquidator, receiver or administrator or by other creditors, or may otherwise be set aside by a court, or be unenforceable if certain events or circumstances exist or occur, including, among others, if the grantor is deemed to be insolvent at the time of the grant, or if the grant permits the secured parties to receive a greater recovery than if the grant had not been given and an insolvency proceeding in respect of the grantor is commenced within a legally specified "clawback" period following the grant. To the extent that the grant of any security interest is voided, holders of the Notes would lose the benefit of the relevant security interest.

Moreover, under Italian law, claims of certain categories of creditors (*creditori privilegiati*) are given statutory priority in relation to the proceeds of a debtor's property in respect to the claims of other creditors, even if such claims are secured claims. For a more detailed description of various limitations on the security under Italian law and certain Italian insolvency law considerations, see "*Limitations on Validity and Enforceability of the Guarantee and the Collateral and Certain Insolvency Law Considerations*".

Holders of the Notes may not control certain decisions regarding the Collateral.

Pursuant to the Intercreditor Agreement, a common security agent shall serve as the Security Agent for the secured parties for the Notes and any future secured indebtedness, with regard to the Collateral. The Intercreditor Agreement provides that the Security Agent will, subject to certain limited exceptions, act to enforce the security interests in the Collateral and take instructions from the relevant secured creditors in respect of the Collateral only at the direction of the "instructing group."

The Intercreditor Agreement provides that the Security Agent will (subject to certain limited exceptions) act with respect to such Collateral only at the direction of creditors holding a simple majority of the aggregate amount of outstanding *pari passu* senior secured debt (including the Notes, any additional notes and any other senior secured notes, credit facilities or hedging liabilities that are permitted to be incurred under the Indenture and provided that the trustees, lenders or hedge counterparties in respect thereof accede to the Intercreditor Agreement) (the "instructing group") and only such creditors will be able to instruct the Security Agent to enforce the security. No noteholder will have any separate right to enforce or to require the enforcement of the Collateral. As a result, although on or about the Issue Date the required majority of holders of the Notes will be able to force a sale of such Collateral or otherwise independently pursue the remedies of a secured creditor under the relevant Security Documents, in the future the holders of the Notes may not constitute the instructing group if additional debt *pari passu* senior secured debt is incurred by the Issuer such that such other *pari passu* senior secured debt (including any other senior secured notes or debt that are permitted to be issued under the Indenture, and provided that the trustees or lenders in respect thereof accede to, the Intercreditor Agreement) remains outstanding in an amount equal to or greater than 50% of the aggregate principal amount of the total *pari passu* senior secured debt. The creditors under or holders of such other debt may have interests that are different from the interests of holders of the Notes and they may not elect to pursue their remedies under the Security Documents at a time when it would otherwise be advantageous for the holders of the Notes to do so.

In addition, if the Security Agent sells the shares of the Issuer that have been pledged as Collateral through an enforcement of the security interest in accordance with the Intercreditor Agreement, this may result in the release of the debt obligations of the Issuer and the liens over other assets of the Issuer securing the Notes.

It is possible that disputes may occur between the holders of the Notes and holders of future *pari passu* senior secured debt as to the appropriate manner of pursuing enforcement remedies with respect to the Collateral. In such an event, the holders of the Notes will be bound by any decisions of such instructing group, which may result in enforcement actions against the Collateral that are not approved by the holders of the Notes or that may be adverse to you.

In addition, the proceeds on enforcement of any Collateral will be shared on a *pro rata*, *pari passu* basis with any *pari passu* senior secured creditors in accordance with the provisions of the Intercreditor Agreement. See "*Description of Certain Financing Arrangements—Intercreditor Agreement*".

The ability of the Security Agent to enforce certain of the Collateral may be restricted by Italian law.

The Indenture and the Intercreditor Agreement will provide that, to the extent permitted by the applicable law, only the Security Agent has the right to enforce the Security Documents on behalf of the Trustee and the holders of the Notes. As a consequence of such contractual provisions, holders of the Notes will not be entitled to take enforcement action in respect of the Collateral securing the Notes, except through the Trustee under the Indenture, who will (subject to the provisions of the Indenture and the provisions of the Security Documents) provide instructions to the Security Agent in respect of the Collateral and in accordance with the Intercreditor Agreement. See "*Description of the Notes—Security*."

The Collateral will not be granted directly to the holders of the Notes but will be created and perfected in favor of the Trustee, acting also in its capacity as representative (*rappresentante*) pursuant to Article 2414-*bis*, paragraph 3, of the Italian Civil Code. Under such provision, the security interests and guarantees assisting bond issuances can be validly created in favor of an agent (*rappresentante*) of the holders of the Notes who will then be entitled to exercise in the name and on behalf of the holders all their rights (including any rights before any court and judicial proceedings) relating to the security interests and guarantees. However, there is no guidance or available case law on the exercise of the rights and enforcement of such security interest and guarantees by a *rappresentante* pursuant to Article 2414-*bis*, paragraph 3, of the Italian Civil Code also in the name and on behalf of the holders of the Notes which are neither directly parties to the Collateral nor are specifically identified therein or in the relevant share certificates and corporate documents or public registries.

The enforcement rights in relation to the Collateral will be subject to the perfection requirements under the Security Documents.

Further, under Italian law, in the event that the Issuer or any other security provider enters into insolvency proceedings, the security interests created under the security documents entered into to secure the Issuer's obligations under the Notes could be subject to potential challenges by an insolvency administrator or by other creditors under the rules of avoidance or claw back of Italian insolvency laws and the relevant law on the non-insolvency avoidance or claw back of transactions by the debtor made during a certain legally specified period (the "suspect period"). In this regard, a longer period might apply to any Collateral governed by Italian law which may be granted after the Offering.

The Guarantee may be limited by Italian law or subject to certain limitations or defenses that may adversely affect its validity and enforceability.

The Guarantor is organized and validly existing under the laws of the Republic of Italy. The obligations of any guarantor of the Notes, including the Guarantor, and the enforcement of any guarantee of the Notes, including the Guarantee, will be limited to the maximum amount that can be guaranteed by any guarantor under the applicable laws of each jurisdiction, to the extent that, *inter alia*, the granting of the guarantee is not in the guarantor's corporate interests, or the burden of such guarantee exceeds the benefit to the guarantor, or the guarantee would entail the misuse of corporate assets or be in breach of capital maintenance or thin capitalization rules or principles regarding the preservation of the assets of the company and/or the preservation of the rights of the company's creditors or any other general statutory laws and would cause the directors of the guarantor to contravene their fiduciary duties and incur civil or criminal liability. An increase in the amount of debt that benefits from the guarantee without a corresponding increase in the amount of the guarantee will dilute the value of the guarantee to its beneficiaries, including the holders of the Notes.

Accordingly, the guarantee obligations of the Notes, including the obligations of the Guarantor under its Guarantee, have been limited under the Indenture so as to ensure that amounts payable upon enforcement of that Guarantee will not result in violations of laws related to corporate benefit, thin capitalization, capital preservation, financial assistance or transactions under value, as the case may be, or otherwise cause the relevant guarantor (including the Guarantor) to be deemed insolvent under applicable law or such guarantee (including the Guarantee) to be deemed void, unenforceable or ultra vires, or cause the directors of such guarantor (including directors of the Guarantor) to be held in breach of applicable corporate or commercial law for providing such guarantee (including the Guarantee).

In any event, for the sole purposes of complying with article 1938 of the Italian Civil Code, the maximum amount that the Guarantor may be required to pay in respect of its obligations as Guarantor under its Guarantee will not exceed 120% of the aggregate amount of the Notes.

As a result, a Guarantor's liability under its Guarantee could be materially reduced or eliminated depending upon the amount of its obligations and upon applicable laws. See "*Description of the Notes—Guarantees*" and "*Limitations on validity and enforceability of the Guarantee and the Collateral and certain insolvency law considerations*".

There are circumstances other than repayment or discharge of the Notes under which the Collateral may be released automatically, without your consent or the consent of the Trustee.

Under various circumstances, the Collateral will be released automatically, including, without limitation:

- as described under "*Description of the Notes—Amendments and Waivers*";
- upon payment in full of principal, interest and all other obligations of the Notes or defeasance or discharge of the Notes, as provided under "*Description of the Notes—Defeasance*" and "*Description of the Notes—Satisfaction and Discharge*";
- as otherwise permitted in accordance with the Indenture, Intercreditor Agreement or any Additional Intercreditor Agreement;
- as may be permitted by the covenant described under "*Description of the Notes—Certain Covenants—Impairment of Security Interest*";
- in the case of the security assignment over the receivables in respect of the Intercompany Loan Agreements and the Amended and Restated Subordinated Loan Agreement, upon partial repayment thereof, the Security Interests created over the receivables will be automatically reduced in proportion to such partial repayment and, upon full repayment thereof, the security assignment shall be automatically and fully released and of no further effect;
- in the case of any pledge over bank accounts, upon utilization of the balance standing to the credit of such bank accounts, the Security Interests created over such balance will be automatically reduced in proportion to such utilization; or
- in the case of a Guarantor that is released from its Guarantee pursuant to the terms of the Indenture, the release of the property and assets, and capital stock, of such Guarantor.

See "*Description of the Notes—Security—Release of Liens*". Unless consented to by the holders of the Notes (and subject to certain exceptions), the Intercreditor Agreement provides that the Security Agent shall not, in an enforcement scenario, exercise its rights to release the security interests in the Collateral unless, among other things, the relevant sale or disposal is made for consideration of which all or substantially all of which is in the form of cash.

The Indenture and the Intercreditor Agreement also provide that the Collateral, in certain circumstances, may be released and retaken in connection with the incurrence of certain indebtedness, including the issuance of additional Notes. In Italy, such a release and retaking of collateral may give rise to the start of a new hardening period in respect of the Collateral. Under certain circumstances, other creditors, insolvency administrators or representatives or courts could challenge the validity and enforceability of the grant of the Collateral. Any such challenge, if successful, could potentially limit your recovery in respect of the Collateral and thus reduce your recovery under the Notes. See "*Description of Certain Financing Arrangements—Intercreditor Agreement*" and "*Description of the Notes*".

The rights of holders of Notes in the Collateral securing the Notes may be adversely affected by the failure to perfect security interests in the Collateral.

Under Italian law, a security interest in certain property, plant and equipment and intangible assets can only be properly perfected and thus retain its priority if certain actions are undertaken by the secured party and/or the grantor of the security interest. The security interests in the Collateral may not be perfected with respect to the claims of the Notes if we fail or are unable to take the actions required to perfect such security interests. Neither the Security Agent nor the Trustee will have any obligation to take any steps or actions necessary to perfect any such security interests. Such failure may result in the invalidity of the relevant security interest in the Collateral or adversely affect the priority of such security interest in favor of third parties, including a trustee in bankruptcy and other creditors who claim a security interest in the same Collateral, which may have a material adverse effect on the ability of the holders of Notes to receive proceeds from any enforcement of the Collateral.

Additionally, the Indenture and the Security Documents entered into in connection with the Notes will require us or the relevant grantor of the security interest to take a number of actions that might improve the perfection or priority of the liens granted to the Security Agent in the Collateral. Certain of these perfection steps may not be taken until after the Issue Date, as permitted by the Security Documents. To the extent that the security interests created by the Security Documents with respect to any Collateral are not perfected, the Security Agent's rights will be equal to the rights of general unsecured creditors in the event of a liquidation, foreclosure, bankruptcy, reorganization or similar proceeding.

The Security Agent will not monitor, or we (or the relevant group company granting a security interest) may not comply with our/its obligations to inform the Security Agent of, any future acquisition of property and rights by us/it, and the necessary action may not be taken to properly perfect the security interest in such after-acquired property or rights. Such failure may result in the invalidity of the security interest in such property and rights, which as a result would not constitute Collateral, and/or adversely affect the priority of the security interest in favor of holders of Notes against third parties. The Security Agent has no obligation to monitor the acquisition of additional property or rights by us (or the relevant group company granting security interest) or the perfection of any security interest.

The granting of the security interests in the Collateral may create hardening periods for such security interests in accordance with Italian law.

The granting of new security interests in connection with the issuance of the Notes may create hardening periods for such security interests in Italy and the relevant regime for hardening periods may be less favorable if the secured debt (or part thereof) is pre-existing to the granting of the security interest, in particular if security interests in the Collateral are not in place at the time the Notes are issued, there will be a longer hardening period (12 months) than if the security interests were in place at the time the Notes are issued (6 months). In addition, the granting of shared security interests to secure future permitted debt including, for example, the issuance of additional Notes, may restart or reopen such hardening periods. The applicable hardening period for these new security interests will run from the moment each new security interest has been granted, perfected or recreated. In each instance, if the security interest granted, perfected or recreated were to be enforced before the end of the relevant hardening period applicable in Italy, such security interest may be declared void and/or unenforceable. See "*Limitations on Validity and Enforceability of the Guarantee and the Collateral and Certain Insolvency Law Considerations*".

Moreover, Italian law does not permit the grant of security over the receivables arising from future contracts or arrangements and, therefore, we (and any other assignor under the Security Documents) will be required to enter into a number of future security assignment agreements in respect of receivables arising under Future Sponsorship Agreements, Future Direct Media Contracts and Future Indirect Media Contracts or further agreements from which receivables which are purported to be assigned by way of security to the noteholders arise. The applicable hardening period (12 months) for these new security interests will run from the moment each new security interest has been granted.

If the grantor of such security interest were to become subject to a bankruptcy or winding up proceeding after the Issue Date, any security interest in Collateral delivered after the Issue Date would face a greater risk than security interests in place on the Issue Date of being avoided by the grantor or by its trustee, receiver, liquidator, administrator or similar authority, or otherwise set aside by a court, as a preference under insolvency law. To the extent that the grant of any security interest is voided, holders of the Notes would lose the benefit of the security interest. The same rights and risks also will apply with respect to future security interests granted in connection with the accession of further subsidiaries as additional Guarantors and the granting of security interests over their relevant assets and equity interests for the benefit of holders of the Notes.

Fraudulent conveyance and similar laws may adversely affect the validity and enforceability of the Collateral.

We cannot be sure as to what standard a court would apply in making a solvency determination or that a court would conclude that the Issuer or Soccer, as applicable, were solvent immediately after the issuance of the Notes.

Although laws differ among various jurisdictions, in general, under fraudulent conveyance and other laws, a court could subordinate or void a guarantee or security interest provided by a guarantor or collateral provider, as applicable and, if payment has already been made under the relevant guarantee or security interest, require that the recipient return the payment to the relevant guarantor, if the court found that:

- the guarantee was granted or the security interest created with actual intent to hinder, delay or defraud creditors or shareholders of the guarantor or other person or, in certain jurisdictions, even when the recipient was simply aware that the guarantor or the collateral provider was insolvent when it granted the guarantee or security interest;
- the guarantee was entered into or, as the case may be, the security interest was created without a legal obligation to do so, is prejudicial to the interests of the other creditors and both the guarantor or collateral provider and the beneficiary of the guarantee were aware of or should have been aware of the fact that it was prejudicial to the other creditors;
- the guarantor or, as the case may be, the collateral provider did not receive fair consideration or reasonably equivalent value for the guarantee or the granting of the security and/or the guarantor or collateral provider: (i) became insolvent before the granting of the security or was insolvent or rendered insolvent because of the issuance of the guarantee or the creation of the security interest; (ii) was undercapitalized or became undercapitalized because of the issuance of the guarantee or the creation of the security interest; or (iii) intended to incur, or believed that it would incur, indebtedness beyond its ability to pay at maturity;
- the guarantee or security interest was held to exceed the objects of the guarantor or not to be in the best interests or for the corporate benefit of the guarantor;
- the guarantee or security interest was entered into within a certain time period prior to the opening date of insolvency proceedings of the guarantor; or
- the amount paid or payable was in excess of the maximum amount permitted under applicable law.

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.

Under Italian law, in the event that the Issuer enters into insolvency proceedings, the security interests granted to secure the Notes could be subject to potential challenges by an insolvency administrator or by other creditors under the rules of avoidance or clawback of Italian Royal Decree No. 267 of March 16, 1942 (the main Italian bankruptcy legislation), as reformed and in force as at the date of this Offering Memorandum (the "**Italian Bankruptcy Law**") and the relevant law on the non-insolvency avoidance or clawback of transactions made by the debtor during a certain legally specified period (the "suspect period"). The avoidance may relate to (i) transactions made by the debtor within a suspect period of one year prior to the declaration of the insolvency at below market value (i.e., to the extent the asset or obligation given or undertaken exceeds by one- quarter the value of the consideration received by the debtor), or involving unusual means of payment (e.g., payment in kind) or new security granted with respect to pre-existing debts not yet due at the time the new security is granted, unless the creditor proves that it had no knowledge of the debtor's insolvency at the time the transaction was entered into, (ii) security granted within six months prior to the declaration of insolvency with respect to the pre-existing debt already due and payable, unless the creditor proves he had no knowledge of the debtor's insolvency at the time the transaction was entered into, and (iii) payments of due and payable obligations, transactions at arm's length or security granted simultaneously to the creation of the secured obligations during the suspect period of six months prior to the declaration of the insolvency, provided that the bankruptcy receiver proves that the creditor had no knowledge of the debtor's insolvency at the time the transaction was entered into. See "*Limitations on Validity and Enforceability of the Guarantee and the Collateral and Certain Insolvency Law Considerations*" for further information.

Further, under Article 64 of the Italian Bankruptcy Law, subject to certain limited exceptions, all transactions without consideration are ineffective *vis-à-vis* the bankruptcy estate if entered into by the debtor in the two-year period prior to the declaration of insolvency. In addition, under Article 65 of the Italian Bankruptcy Law, payments of receivables falling due on the day of the declaration of insolvency or thereafter are ineffective *vis-à-vis* creditors, if made by the bankrupt entity in the two-year period prior to insolvency. In addition, the EU Insolvency Regulation contains conflicts of law rules which may determine which Member State has jurisdiction with respect to cross-border insolvency proceedings.

If challenged successfully, the security interest may become unenforceable and any amounts received must be refunded to the insolvent estate. To the extent that the grant of any security interest is voided, the holders of the Notes could lose the benefit of the security interest and may not be able to recover any amounts under the related security documents.

The Indenture requires that the Security Agent take an active role managing compliance with certain covenants. If the Security Agent does not fulfil this role, we may be in breach of our covenants under the Indenture and this could lead to an event of default.

The Indenture requires that the Security Agent take an active role managing compliance with certain covenants, in particular the requirement that our revenues, cash and other amounts that we receive be deposited into certain Secured Accounts in compliance with the covenant described under "*Description of the Notes—Affirmative Covenants—Priority of Payments Waterfall*". If the Security Agent does not fulfil this role in compliance with the provisions of the Indenture, we may be in breach of our covenants under the Indenture, and this could lead to an event of default.

AS Roma and Soccer are subject to certain covenants under the Indenture but as their subsidiary, the Issuer will not be able to compel AS Roma and Soccer to comply with such covenants.

AS Roma and Soccer will be required to comply with certain covenants under the Indenture, in particular certain limitations on indebtedness that can be incurred by AS Roma and limitations on certain liens, restrictions on certain corporate transactions, as well as the requirement that AS Roma comply with certain contracts and agreements. As a subsidiary of AS Roma and Soccer, we have no control over the actions of AS Roma and Soccer, and will not be able to compel AS Roma and Soccer to comply with such covenants. If AS Roma or Soccer breach these covenants, this could lead to an event of default under the Indenture. See "*Description of the Notes*".

The Indenture provides for certain mandatory redemptions at the par value of the Notes to be redeemed both during and after the "non-call" period for the Notes, which will not be structured as offers to purchase.

The Indenture provides for certain mandatory redemptions at the par value of the Notes to be redeemed (plus accrued and unpaid interest and additional amounts, if any). These mandatory redemptions will not be structured as an offer to purchase made to the noteholders, and therefore you will have no option to retain any Notes called for redemption under these provisions, and will not receive a premium, as would be the case in an optional redemption. See "*Description of the Notes*".

Future liquidity and cash flow difficulties could prevent us from repaying the Notes when due (including semi-annual amortization payments) or repurchasing the Notes when we are required to do so pursuant to certain events constituting a change of control or a mandatory prepayment event.

At final maturity of the Notes, or in the event of acceleration of the Notes following an event of default, the entire outstanding principal amount of the Notes will become due and payable, and, in accordance with the Indenture, partial amounts of principal are due to be paid at specific times prior to the maturity of the Notes (including semi-annual amortization payments). In addition, (1) upon the occurrence of certain events constituting a change of control, holders of the Notes may require the Issuer to make an offer to purchase the Notes at a purchase price equal to 101% of the principal amount, plus accrued but unpaid interest and additional amounts, if any, to the purchase date and (2) upon the conditions constituting a Mandatory Redemption Event (as defined in the "*Description of the Notes*"), a portion of the principal amount of the Notes will become due. See "*Description of the Notes—Change of Control*" "*—Mandatory Amortization Redemption*" and "*—Mandatory Partial Redemption*". Although the amounts for the mandatory partial redemption come from the Risk Reserve Account (as defined in the "*Description of the Notes*") which will be funded on an ongoing basis, the Issuer may not have sufficient funds or may be unable to arrange for additional financing to repurchase the Notes upon a change of control or an event of default. In addition, the Indenture will allow future *pari passu* indebtedness to share in amounts held in the Risk Reserve Account if there is a corresponding mandatory prepayment provision, in which case the mandatory redemption of the Notes will be for a lower aggregate principal amount than if such other Indebtedness was not outstanding.

The Issuer's failure to repay holders tendering Notes upon the occurrence of a change of control event would result in an event of default under the Notes. If a change of control event were to occur, we cannot assure you that we would have sufficient funds to repay our outstanding indebtedness which we would be required to prepay or offer to purchase or that became immediately due and payable as a result. We may require additional financing from third parties to fund any such purchases and we cannot assure you that we would be able to obtain financing on satisfactory terms or at all.

The change of control provision contained in the Indenture may not necessarily afford you protection in the event of certain important corporate events, including reorganization, restructuring, merger or other similar transaction involving us that may adversely affect you, because such corporate events may not involve a shift in voting power or beneficial ownership or, even if they do, may not constitute a "change of control" as defined in the Indenture. Except as described under "*Description of the Notes—Change of Control*," the Indenture does not contain a provision that requires us to offer to repurchase or redeem the Notes in the event of a reorganization, restructuring, merger, recapitalization or similar transaction.

The definition of "change of control" contained in the Indenture, includes a disposition of all or substantially all the assets of AS Roma and its subsidiaries taken as whole. Although there is a limited body of case law interpreting the phrase "all or substantially all", there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of "all or substantially all" the assets of the Issuer and its restricted subsidiaries taken as a whole. As a result, it may be unclear as to whether a change of control has occurred and whether the Issuer is required to make an offer to repurchase the Notes.

In addition, we may incur *pari passu* indebtedness secured over the Collateral that has a final maturity prior to that of the Notes. If we are unable to refinance this indebtedness when it becomes due, we may default under such indebtedness, which under certain circumstances, would be an event of default under the Indenture and could lead to an acceleration of all amounts due under the Indenture. In such a case, we may be unable to repay amounts due under the Indenture.

The Issuer may amend the economic terms and conditions of the Notes with the vote of either 75% or 50% of the aggregate principal amount of the outstanding Notes.

The Indenture will contain provisions for calling meetings of the holders of the Notes to consider matters affecting their interests. As set forth in "*Description of the Notes—Meeting of Holders of Notes*," the majority required to pass an extraordinary resolution at any meeting of holders of the Notes will be one or more persons holding or representing at least 75% of the aggregate principal amount of such outstanding Notes. These provisions permit defined majorities (50% or 75%), depending on the nature of the resolution to bind all holders of the Notes, including holders of the Notes who did not attend and vote at the relevant meeting, and holders of the Notes who voted in a manner contrary to the relevant majority. In particular, under the Indenture, an extraordinary resolution may include, among other things, proposals to reduce the rate or change the time for payment of principal or interest in respect of the Notes, to change the date on which any Note may be subject to redemption or reduce the redemption price, to change the currency of payments under the Notes or to change the majority required to pass a resolution, and change the amendment provisions. These and other changes may adversely affect rights of holders of Notes and may have a material adverse effect on the market value of the Notes. Under Italian law, the approval of an extraordinary resolution amending the terms and conditions of the Notes typically requires the consent of more than one half of the aggregate principal amount of the outstanding Notes. Our decision to increase the majority requirement is untested under Italian law, may be challenged by holders of the Notes, the Issuer and others, and if challenged, may not be upheld by an Italian court, with the consequence being that the majority voting threshold may be reduced from 75% to 50%.

Enforcing your rights as a holder of the Notes or under the Guarantee or the Collateral across multiple jurisdictions may prove difficult.

The Issuer and the Guarantor are organized and validly existing under the laws of the Republic of Italy. The Security Documents with respect to the Collateral will initially be governed by the laws of the Republic of Italy. Furthermore, your rights under the Notes will be governed by the laws of the state of New York and the federal laws of the United States and your rights with respect to enforcement of the Guarantee or the Collateral under the Intercreditor Agreement will be governed by the laws of England and Wales. As a result, your rights under the Notes, the Guarantee and the Collateral are likely to be subject to the laws of several jurisdictions, and there can be no assurance that you will be able to enforce effectively your rights in such complex proceedings. In addition, the multi-jurisdictional nature of enforcement over the Collateral may limit the realizable value of the Collateral. See "*Service of Process and Enforcement of Civil Liabilities*."

The insolvency, administration and other laws of the jurisdiction of organization of the Issuer and the Guarantor may be materially different from, or conflict with, the laws of the United States, including in the areas of rights of creditors, priority of governmental and other creditors, the ability to obtain post-petition interest, the duration of proceeding and preference periods. The application of these laws, and any conflict between them, could call into question whether, and to what extent, the laws of any particular jurisdiction should apply, adversely affect your ability to enforce your rights under the guarantees and the security documents in these jurisdictions or limit any amounts that you may receive. See "*Limitations on validity and enforceability of the Guarantee and the Collateral and certain insolvency law considerations*."

The insolvency laws of Italy may not be as favorable to you as U. S. bankruptcy laws.

The Issuer is organized under the laws of Italy. The insolvency laws of Italy may not be as favorable to your interests as the laws of the United States or other jurisdictions with which you are familiar, including in respect of creditors' reorganization, priority of creditors, the ability to obtain post-petition interest and the duration of the insolvency proceedings, and thus may limit your ability to recover payments due on the Notes to the extent exceeding the limitations arising under other insolvency laws. In the event that the Issuer or any future subsidiary of the Issuer experiences financial difficulty, it is not possible to predict with certainty the outcome of such proceedings. In particular, the insolvency and other laws of Italy may be materially different from, or in conflict with, each other, including in the areas of rights of secured and other creditors, the ability to void preferential transfer, priority of governmental and other creditors, subordination of creditors, the ability to obtain post-petition interest and the duration of the proceeding. The application of these laws could call into question whether any particular jurisdiction's laws should apply, adversely affect your ability to enforce your rights under the Guarantee or against the Collateral in Italy and limit any amounts that you may receive. For an overview of certain insolvency laws and enforceability issues as they relate to the Issuer, see "*Limitations on Validity and Enforceability of the Guarantee and the Collateral and Certain Insolvency Law Considerations.*"

You may be unable to recover in civil proceedings for U. S. securities laws violations.

The Issuer is incorporated under the laws of Italy. Many of the members of the Issuer's and the Guarantor's management are residents of countries other than the United States and substantially all their assets are located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon us or the members of management, or to enforce against the Issuer or them judgments obtained in U. S. courts predicated upon civil liability provisions of the U. S. securities laws. As at the date of this Offering Memorandum, the United States is not currently bound by a treaty providing for reciprocal recognition and enforcement of judgments, other than arbitral awards, rendered in civil and commercial matters with Italy. There is, therefore, doubt as to the enforceability of civil liabilities based upon U. S. federal securities laws in an action to enforce a U. S. judgment in Italy. In addition, the enforcement in Italy of any judgment obtained in a U. S. court based on civil liabilities, whether or not predicated solely upon U. S. federal securities laws, will be subject to certain conditions. There is also doubt that a court in Italy would have the requisite power or authority to grant remedies sought in an original action brought in Italy on the basis of U. S. federal securities laws violations. See "*Service of Process and Enforcement of Civil Liabilities.*"

The transfer of the Notes is restricted, which may adversely affect their liquidity and the price at which they may be sold.

The Notes are being offered and sold pursuant to an exemption from registration under the Securities Act and applicable state securities laws of the United States. The Notes and the Guarantee have not been and will not be registered under the Securities Act or any state securities laws. Therefore, you may not transfer or sell the Notes in the United States except pursuant to an exemption from, or a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws, or pursuant to an effective registration statement, and you may be required to bear the risk of your investment in the Notes for an indefinite period of time. The Notes and the Indenture contain provisions that restrict the Notes from being offered, sold or otherwise transferred except pursuant to the exemptions available pursuant to Rule 144A and Regulation S under the Securities Act, or other exemptions under the Securities Act. In addition, by acceptance of delivery of any Notes, the holder thereof agrees on its own behalf and on behalf of any investor accounts for which it has purchased the Notes that it shall not transfer the Notes in an aggregate principal amount of less than €100,000. Furthermore, we have not registered the Notes under any other country's securities laws

and do not have any intention to do so. It is your obligation to ensure that your offers and sales of the Notes within the United States and other countries comply with applicable securities laws. See "*Notice to Investors.*"

The Offering has not been cleared by the *Commissione Nazionale per la Società e la Borsa* ("**CONSOB**") (the Italian securities exchange commission), pursuant to Italian securities legislation and will not be subject to formal review by CONSOB. Accordingly, no Notes may be offered, sold or delivered, directly or indirectly nor may copies of this Offering Memorandum or of any other document relating to the Notes be distributed in the Republic of Italy, except (a) to qualified investors (*investitori qualificati*) as referred to in Article 100 of the Italian Legislative Decree No. 58 of February 24, 1998, as amended (the "**Italian Financial Act**"), and as defined in Article 35, first paragraph, letter (d) of CONSOB Regulation No. 20307 of February 15, 2018, as amended ("**Regulation 20307**"), pursuant to Article 34-*ter*, first paragraph letter (b) of CONSOB Regulation No. 11971 of May 14, 1999, as amended (the "**Issuer Regulation**"), implementing Article 100 of the Italian Financial Act; and (b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Italian Financial Act and the implementing CONSOB regulations, including the Issuer Regulation.

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 to comply with certain procedures.

The Issuer is organized under the laws of the Republic of Italy and therefore payments of principal and interest on the Notes and, in certain circumstances, any gain on the Notes, will be subject to Italian tax laws and regulations. All payments made by or on behalf of the Issuer in respect of the Notes will be made free and clear of withholding or deduction of Italian taxation, unless the withholding or deduction is required by law. In that event, the Issuer will pay such additional amounts as will result in the holders of the Notes receiving such amounts as they would have received in respect of such Notes had no such withholding or deduction been required. The Issuer or the Guarantor is not liable to pay any additional amounts to holders of the Notes under certain circumstances, including if any withholding or deduction is required pursuant to Decree No. 239 or pursuant to Decree No. 461 except where the procedures required under Decree No. 239 or Decree No. 461 in order to benefit from an exemption have not been complied with due to the actions or omissions of the Issuer or its agents. In such circumstances, investors subject to Italian withholding tax will only receive the net proceeds of their investment in the Notes. See "*Description of the Notes—Withholding Taxes" and "Tax Considerations—Certain Italian Tax Considerations*".

The listing of the Notes may not satisfy the listing requirement of Italian Legislative Decree No. 239 of April 1, 1996.

Application will be made for the Notes to be to be listed in the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange. However, such listing may not meet the listing requirements established by Decree No. 239 and by the Italian tax authorities, which in Circular Letter No. 4/E of March 6, 2013 stated that the listing requirement has to be satisfied upon the Issue Date. Considering that there cannot be assurance that the Notes will be listed on the Issue Date, there may be the risk that the Notes may not fall within the scope of, and benefit from, the tax regime set forth in Decree No. 239. If this were the case, payments of interest, premium and other income with respect to the Notes would be subject to a withholding tax generally at a rate of 26% and we would be required to pay additional amounts with respect to such withholding taxes such that holders receive a net amount that is not less than the amount that they would have received in the absence of such withholding. We cannot assure you that the listing can be achieved by the Issue Date. The imposition of withholding taxes with respect to payments on the Notes and the resulting obligation to pay additional amounts to noteholders could have a material adverse effect on our business, financial condition and results of operations.

No assurance can be given that the procedural requirements to apply the Italian tax regime provided by Italian Legislative Decree No. 239 in respect of the Notes will be met by the relevant foreign intermediaries.

The regime established by Decree No. 239 and in particular the exemption from withholding tax, which is in principle granted to holders of the Notes who are the beneficial owners of the proceeds from the Notes and who are resident in a country or territory country or territory included in the White List, applies if certain procedural requirements are met. There is no assurance that all non-Italian resident investors can claim the application of the withholding tax exemption where the relevant foreign intermediary fails to comply with the procedural rules set for the application of the exemption regime or fails to provide sufficient information to the relevant Italian tax authorities under the procedures set for applying the exemption regime. See "*Tax Considerations—Certain Italian Tax Considerations*".

The yield to maturity of the Notes may reduce with principal repayments on the Notes.

The actual yield to maturity of the Notes will depend on, among other things, the amount and timing of principal payments. Any early redemption of the Notes, through a mandatory partial redemption or optional redemption may reduce the yield to maturity on the Notes. The noteholders may not be able to reinvest principal paid to them earlier than expected at a rate of return equal to the rate of return on any principal amount of Notes that are redeemed early, and the noteholders will bear all reinvestment risk resulting from the timing of redemptions of principal of the Notes. See "*Description of the Notes— Optional Redemption*" and "*—Mandatory Partial Redemption*".

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

The Notes offered hereby are denominated and payable in euros. If you measure your investment returns by reference to a currency other than euros, an investment in the Notes will entail foreign exchange risks related to, among other factors, possible significant changes in the value of the euro relative to the currency by reference to which you measure the return on your 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 you measure the return on your investments could cause a decrease in the effective yield of the Notes below the stated coupon rate and could result in a loss to you when the return on the offered Notes is translated into the currency by reference to which you measure the return on your investments. There may be tax consequences for you as a result of any foreign exchange gains or losses resulting from an investment in the Notes.

Investments in the Notes by U. S. investors who use the U. S. dollar as their functional currency may also have important tax consequences as a result of foreign exchange gains or losses, if any. See "*Tax Considerations—Certain U. S. Federal Income Tax Considerations*."

Credit ratings may not reflect all risks, are not recommendations to buy or hold securities and may be subject to revision, suspension or withdrawal at any time.

One independent credit rating agency is expected to assign credit ratings to the Notes at issuance. The credit rating addresses our ability to perform our obligations under the terms of the Notes and credit risks in determining the likelihood that payments will be made when due under the Notes. The ratings may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed above and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal by the rating agency at any time. No assurance can be given that a credit rating will remain constant for any given period of time or that a credit rating will not be lowered or withdrawn entirely by the credit rating agency in the future if in its judgment circumstances so warrant. Other credit rating agencies which do not publish credit ratings with respect to the Notes may assign a lower rating than any published ratings of the Notes. A suspension, reduction or withdrawal at any time of the credit rating assigned to the Notes by one or more of the credit rating agencies may adversely affect the cost and terms and conditions of our financings and could adversely affect the value and trading of 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.

Unless and until definitive Notes are issued in exchange for book-entry interests in the Notes (which will only occur in very limited circumstances), owners of the book-entry interests will not be considered owners or holders of Notes. The common depositary (or its nominee) for the accounts of Euroclear and Clearstream will be the registered holder of 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 Paying Agent, which will make payments to Euroclear and Clearstream. Thereafter, these payments will be credited to participants' accounts that hold book-entry interests in the global notes representing the Notes and credited by such participants to indirect participants. After payment to the common depositary, we, the Trustee and the Agents 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 or Clearstream Banking, as applicable, and if you are not a participant in Euroclear or Clearstream, on the procedures of the participant through which you own your interest, to exercise any rights and obligations of a holder under the Indenture. See "*Book-Entry, Delivery and Form.*"

Unlike holders of the Notes themselves, owners of book-entry interests will not have the direct right to act upon our solicitations for consents or other actions from holders of the Notes.

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 or Clearstream or, if applicable, from a participant. We cannot assure you that procedures implemented for the granting of such proxies will be sufficient to enable you to vote on any requested actions on a timely basis.

Similarly, upon the occurrence of an event of default under the Indenture, unless and until definitive registered 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 or Clearstream. We cannot assure you that the procedures to be implemented through Euroclear or Clearstream will be adequate to ensure the timely exercise of rights under the Notes.

An active trading market may not develop for the Notes, which may limit your ability to sell the Notes.

The Notes are new securities for which there is no existing market as at the date of this Offering Memorandum, and we cannot assure you as to the liquidity of any market that may develop for the Notes, the ability of holders of the Notes to sell them or the price at which the holders of the Notes may be able to sell them. The liquidity of any market for the Notes will depend on the number of holders of the Notes, prevailing interest rates, the market for similar securities and other factors, including general economic conditions and our own financial condition, performance and prospects, as

well as recommendations by securities analysts. Historically, the market for non-investment grade debt, such as the Notes, has been subject to disruptions that have caused substantial price volatility. If a market for the Notes were to develop, such a market may be subject to similar disruptions. We have been informed by the Initial Purchasers that they intend to make a market for the Notes after this Offering is completed. Nevertheless, the Initial Purchasers are not obligated to do so and may cease their market-making activity at any time without notice. In addition, such market-making activity will be subject to limitations imposed by the U. S. Securities Act and other applicable laws and regulations. As a result, we cannot assure you that an active trading market for the Notes will develop or, if one does develop, that it will be maintained.

The Notes may not become, or remain, listed on the Luxembourg Stock Exchange.

Although an application will be made for the Notes to be listed on the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange, the Issuer cannot assure you that the Notes will become, or remain listed. If the Notes are listed on the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange and the Issuer can no longer maintain such listing or if it becomes unduly burdensome to make or maintain such listing, the Issuer may cease to make or maintain such listing on the Luxembourg Stock Exchange; provided, however, that it will use its commercially reasonable efforts to obtain and maintain the listing of the Notes on another "recognized stock exchange", although there can be no assurance that the Issuer will be able to do so. In addition, although no assurance is made as to the liquidity of the Notes as a result of listing the Notes on the Luxembourg Stock Exchange or another recognized stock exchange in accordance with the Indenture, failure to obtain approval for the listing or the delisting of the Notes from the Luxembourg Stock Exchange or another recognized stock exchange, as applicable, may have a material adverse effect on a holder's ability to resell Notes in the secondary market.

Risks relating to Italian Usury Laws.

Italian Law No. 108 of March 7, 1996, as amended, implemented or supplemented from time to time (the "**Italian Usury Legislation**"), prevents lenders from applying interests higher than certain rates, as set forth in accordance with the Italian Usury Legislation (the "**Usury Rates**"). If the interest rate applicable to the Notes from time to time is higher than the Usury Rates, such interest may been deemed void and unenforceable by the court, and thus such interest may not be due.

In addition, even where the Usury Rates are not exceeded, the interest rate applicable to the Notes may be held usurious if: (i) it is considered to be disproportionate to the amount lent (taking into account the specific circumstances of the transaction and the average rate applicable to similar transactions in the market) and (ii) the Issuer is deemed to have been in financial and economic difficulties at the time the Notes were issued.

There can be no assurance that a judge would give effect to the provisions governing the rate of interest on the Notes, or that the contractual provisions relating to such interest would not be deemed void and unenforceable.

USE OF PROCEEDS

Use of Proceeds

We expect to use the proceeds from the Offering together with certain excess cash included in secured accounts relating to the Existing Facility (i) to pay fees and expenses, including the Initial Purchasers' commissions and the estimated expenses in respect of the Offering, (ii) to repay all amounts outstanding under the Existing Facility, (iii) to fund the Secured Accounts, and (iv) for AS Roma's general corporate purposes through (a) amounts loaned to AS Roma via the Amended and Restated MediaCo/TeamCo Intercompany Loan Agreement; and (b) distribution of a dividend from the Issuer to AS Roma in an amount of up to €2.6 million. See "*Capitalization*" and "*Description of Certain Financing Arrangements—Intercompany Loans*".

Sources and Uses

The following table shows the sources and uses of funds related to the Offering and the use of proceeds therefrom assuming it had been completed on March 31, 2019. Actual amounts will vary from estimated amounts depending on several factors, including estimated costs, fees and expenses.

Sources of Funds		Uses of Funds	
	(in millions of €)		
Notes offered hereby[(1)]	€275.0	Repayment of Existing Facility[(3)]	€215.5
Release of excess cash in existing secured accounts [(2)]	€16.6	Deposit of cash into Secured Accounts[(2)]	€9.9
		AS Roma general corporate purposes[(4)]	€58.0
		Transaction Costs[(5)]	€8.2
Total sources	€291.6	**Total uses**	€291.6

(1) Reflects the gross proceeds from the issuance of the Notes.

(2) The Existing Facility required, and the Indenture will require, us to fund Secured Accounts. On the Issue Date, the amount required to be deposited in the Debt Service Account and the Debt Service Reserve Account under the Indenture will be less than the corresponding amount under the Existing Facility in light of the interest rate in respect of the Notes and because the Notes will not have amounts relating to any mandatory amortization payments required to be funded into the Debt Service Reserve Account since the initial mandatory amortization redemption payment in respect of the Notes will be due on December 31, 2020.

(3) Represents the portion of the proceeds of the Offering that will be used to repay the principal amount outstanding under our Existing Facility. An amount equal to €3.6 million of principal was repaid in June 2019 and the remaining principal outstanding amount equals €211.9 million. This amount therefore does not include any accrued interest, which we estimate being equal to €3.3 million assuming the Existing Facility is repaid on or about August 8, 2019. The lenders under the Existing Facility include Goldman Sachs International. As a result, Goldman Sachs International (or its affiliates) will receive a portion of proceeds from the issuance of the Notes in its capacity as lender under such Existing Facility. See "*Plan of Distribution*".

(4) Represents the portion of the proceeds of the Offering that will be upstreamed to AS Roma through the Amended and Restated MediaCo/Teamco Intercompany Loan Agreement and a €2.6 million dividend distribution to fund AS Roma's ongoing working capital requirements and operational needs.

(5) Represents our estimate of fees and expenses in connection with or otherwise related to the Refinancing Transactions and the application of the proceeds therefrom, including underwriting fees and commissions, other financing fees, debt prepayment premiums, accrued and unpaid interest, professional and legal fees, financial advisory fees and other transaction costs. Actual fees and expenses may differ.

CAPITALIZATION

The following table sets forth the total cash and cash equivalents, current financial assets, non- current financial assets, short-term financial liabilities and capitalization of the Issuer as of March 31, 2019 on:

- an actual historical basis
- as adjusted to give effect to the Refinancing Transactions and the use of proceeds therefrom as if such events had occurred on March 31, 2019 (except in the case of adjusted total financial current assets and cash which reflects estimated amounts on or about the Issue Date).

The historical financial information has been derived from the Issuer's unaudited financial statements as of March 31, 2019, prepared in accordance with IAS 34, included elsewhere in this Offering Memorandum.

This table should be read in conjunction with "*Use of Proceeds*", "*Management's Discussion and Analysis of Financial Condition and Results of Operations of the Issuer*" and the Issuer Financial Statements appearing elsewhere in this Offering Memorandum.

	As of March 31, 2019 (in millions of €)	
	Actual	**As Adjusted**
Cash at bank and on hand	22.6[(1)]	22.6[(2)]
Non current receivables from parent company	234.5	289.9[(3)]
Non current escrow deposit	16.6	9.9[(4)]
Current Financial assets	7.6	7.6
Total financial assets and cash	**281.3**	**330.0[(5)]**
Financial liabilities		
Bank debt	205.7[(6)]	—
Notes offered hereby	—	275.0
Issuance costs	—	(8.2)[(7)]
Total financial indebtedness	205.7	266.8
Total Shareholders' Equity	132.9	123.1
Total capitalization[(8)]	338.6	389.9

(1) Refers to cash funded in the secured accounts (other than the debt service reserve account) in respect of the Existing Facility.

(2) Refers to cash expected to be funded in the Secured Accounts (other than the Debt Service Reserve Account) *pro forma* for the Refinancing Transactions.

(3) Refers to an increase in receivables as a result of €54.9 million upstream to AS Roma of the proceeds of the Notes for AS Roma general corporate purposes, net of €2.6 million of dividend payable.

(4) Refers to cash expected to be funded in the Debt Service Reserve Account *pro forma* for the Refinancing Transactions. Such amount is based on an assumed interest rate for the Notes. Accordingly, such amount could change if the actual interest rate for the Notes is different and such change could be significant.

(5) Such amounts may only be utilized in accordance with the provisions of the Indenture. See "*Use of Proceeds*" and "*Description of the Notes*".

(6) Includes the Existing Facility as of March 31, 2019. See "*Management's Discussion and analysis of Financial Condition and Results of Operations of the Issuer—Issuer Net Financial Position*."

(7) Refer to costs associated with issuing the Notes offered hereby.

(8) Total Capitalization is the sum of total financial indebtedness and total shareholders' equity.

SELECTED HISTORICAL FINANCIAL INFORMATION

The summary financial data have been derived from (i) the Issuer Audited Annual Financial Statements and the Issuer's Unaudited Interim Financial Statements and (ii) Soccer Audited Annual Financial Statements and Soccer's Unaudited Interim Financial Statements.

The financial information for the twelve months ended March 31, 2019 is calculated by taking the results of operations for the nine months ended March 31, 2019 and adding it to the difference between the results of operations for the full fiscal year ended June 30, 2018 and the nine months ended March 31, 2018.

On July 1, 2018 the Issuer adopted IFRS 15, Revenue from Contracts with Customers ("**IFRS 15**") and IFRS 9, Financial Instruments ("**IFRS 9**"). IFRS 15 and IFRS 9 was applied using the modified retrospective transitional approach and therefore the retained earnings as of July 1, 2018 have been adjusted to reflect this change. For more information please see the Issuer Unaudited Interim Financial Statements. The Issuer Audited Annual Financial Statements as well as the nine-month period ended March 31, 2018 have not been restated for the application of IFRS 15 and IFRS 9 and those financial statements applied International Accounting Standard ("**IAS**") 18, Revenue ("**IAS 18**") and IAS 39, Financial Instruments: Recognition and Measurement ("**IAS 39**"), which were the accounting standards in effect at that time. Therefore, due to the adoption of the new accounting standards and the accounting policies changes applied, the Issuer Audited Annual Financial Statements and the interim financial information as of and for the nine-month period ended March 31, 2018 are not directly comparable with the interim financial information as of and for the nine-month period ended March 31, 2019.

The financial data also include certain non-IFRS measures used to evaluate the economic and financial performance of the Issuer. These measures are not identified as accounting measures under IFRS and therefore should not be considered as alternative measures to evaluate the Issuer's performance or liquidity. See "*Presentation of Financial Information*".

The following tables relating to summary financial data should be read in conjunction with the audited financial statements of the Issuer and Soccer as of and for the fiscal years ended June 30, 2017 and 2018 and the Issuer's unaudited interim financial statements as of and for the nine months ended March 31, 2019 included in this Offering Memorandum.

The following tables should be read in conjunction with the information contained in "*Presentation of Financial Information*", "*Use of Proceeds*", "*Issuer's Capitalization*", "*Management's Discussion and Analysis of Financial Condition and Results of Operations of the Issuer*" and our financial statements and related notes included in this Offering Memorandum.

For a summary of AS Roma's financial information, please see "*AS Roma's Business—Certain AS Roma Consolidated Financial Information*."

Issuer Financial Information

Issuer Profit and Loss Account Data:

	For the fiscal year ended June 30,			For the nine months ended March 31,		For the twelve months ended March 31,
	2016	**2017**	**2018**	**2018**	**2019**	**2019**
(in thousands of €)				***(unaudited)***		***(unaudited)***
Revenue	22,703	22,701	22,707	17,025	17,025	22,707
Total revenue	**22,703**	**22,701**	**22,707**	**17,025**	**17,025**	**22,707**
Cost of services	(367)	(221)	(243)	(155)	(194)	(281)
Other operating costs	(23)	(48)	(10)	(5)	(3)	(8)
Write-downs of trade receivables	(240)	(3)	(25)	0	(754)	(779)
Depreciation and amortization	(229)	(229)	(229)	(172)	(172)	(229)
Total operating costs[(1)]	**(858)**	**(501)**	**(507)**	**(333)**	**(1,122)**	**(1,297)**
Net financial expenses	(5,563)	(3,838)	(6,750)	(5,117)	(5,170)	(6,802)
Profit before tax	**16,282**	**18,362**	**15,450**	**11,575**	**10,733**	**14,608**
Income taxes	(3,754)	(5,795)	(4,763)	(3,572)	(4,598)	(5,789)
Profit for the period	**12,528**	**12,566**	**10,686**	**8,003**	**6,135**	**8,819**

(1) Total operating costs as presented herein for each of the years ended June 30, 2018, 2017 and 2016, have been reclassified to include depreciation, amortization and other write-downs, to conform to the current periods presentation.

Issuer Balance Sheet Data:

	As of June 30,			As of March 31,
	2016	**2017**	**2018**	**2019**
(in thousands of €)				***(unaudited)***
Non-current assets				
Intangible assets	139,954	139,738	139,522	139,360
Property, plant and equipment	64	52	39	30
Non-current Financial assets	187,795	218,038	234,226	251,142
Other non current assets	—	—	—	3
Non-current assets	**327,813**	357,827	373,787	390,535
Current assets				
Current financial assets	0	20,448	16,883	7,570
Trade receivables—current portion	16,112	353	2,214	1,247
Trade receivables from parent companies	3,215	609	0	7,010
Other receivables	2	5,780	7,440	19
Prepaid expenses—current portion	196	197	206	292
Cash at bank and on hand	7,396	6,145	10,780	22,600
Current assets	**26,921**	33,532	37,523	38,739
Total assets	**354,734**	391,359	411,310	429,273
Liabilities and shareholders' equity				
Shareholders' equity				
Share capital	200	200	200	200
Legal Reserve	40	40	40	40
Reserve	122,147	122,147	122,147	122,147
Transition Reserve				4,371
Profit for the period	12,528	12,566	10,687	6,135
Shareholders' equity	**134,915**	134,953	133,074	132,893
Non-current liabilities				
Deferred tax liabilities	14,784	16,754	18,725	20,204
Bank loans	149,200	212,971	201,813	189,374
Non-current Liabilities	**163,984**	229,725	220,538	209,578
Current liabilities				
Bank loans—current portion	13,391	5,288	16,588	16,312
Trade payables	62	28	71	53
Payables to parent companies	88	168	219	6,193
Current income taxes liabilities	929	45	1	262
Payables towards parent companies for dividends	4,213	14,843	27,409	38,095
Other payables towards parent companies	37,152	6,309	13,408	20,213
Deferred income—current portion	—	—	—	5,675
Current Liabilities	**55,835**	26,681	57,697	86,803
Total liabilities and shareholders' equity	**354,734**	391,359	411,310	429,273

Issuer Cash Flows Statement Data:

	For the fiscal year ended June 30,			For the nine months ended March 31,	
	2016	**2017**	**2018**	**2018**	**2019**
(in thousands of €)		***(Restated)[1]***		***(unaudited)***	
A. Cash flow from operating activities	16,540	(39,664)	25,092	24,892	35,744
B. Cash flows from investing activities	0	0	0	0	0
C. Cash flows from financing activities	(18,496)	38,414	(20,457)	(12,605)	(23,924)
Increase/(decrease) in cash and cash equivalents (A +B+C)	**(1,956)**	(1,250)	4,635	12,287	11,820
Cash at bank and on hand at the beginning of the period	9,352	7,396	6,145	6,145	10,780
Cash at bank and on hand at the end of the period	7,396	6,145	10,780	18,432	22,600

(1) During the nine month period ended March 31, 2019, management has re-assessed the classification and presentation of its statement of cash flows and has concluded that it was necessary to reclassify certain cash flows that had previously been included as cash flows from financing activities to cash flows from operating activities in each of its financial statements for the fiscal years ended June 30, 2018, 2017 and 2016, respectively. These restatements related to a combination of (i) certain trade and other receivables/payables between the Issuer, AS Roma and Soccer, which had previously been disclosed in financing activities being reclassified to operating activities and (ii) the adjustment of dividends accrued but not yet paid, which had previously been disclosed in financing activities as dividends paid. The restatement of these items had no effect on cash and cash equivalents, net profit or the statement of financial position in any period. For further information see Note 1 to the Issuer Unaudited Interim Financial Statements.

Certain Soccer Financial Information

The following table sets forth selected financial information for Soccer for the fiscal years ended June 30, 2016, 2017 and 2018.

	For the fiscal year ended June 30,		
	2016	**2017**	**2018**
(in thousands of €)			
Audio-visual rights	7,839	8,046	7,967
Proceeds from Sales	5,611	8,243	7,774
Advertising	14,963	15,311	19,287
Sponsorship	5,064	5,397	5,842
Other income	811	334	432
Total revenues	**34,287**	**37,332**	**41,302**
Raw materials	(2,421)	(3,717)	(3,587)
Other Services	(15,326)	(15,262)	(16,756)
Personnel costs	(4,325)	(6,199)	(6,357)
Costs for use of third party's assets	(26,535)	(27,556)	(27,774)
Other operating costs	(1,150)	(1,084)	(1,180)
Write-downs of trade receivables	(897)	(1,413)	(1,010)
Depreciation and amortization	(175)	(593)	(556)
Total operating costs[1]	**(50,830)**	**(55,825)**	**(57,220)**
Net financial expenses	3,386	9,702	8,952
Profit before tax	**(13,156)**	**(8,791)**	**(6,966)**
Income taxes	0	0	0
Profit for the year	**(13,156)**	**(8,791)**	**(6,966)**

(1) Total operating costs as presented herein for each of the years ended June 30, 2018, 2017 and 2016, have been reclassified to include depreciation, amortization and other write-downs, to conform to the current periods presentation.

Soccer Balance Sheet Data:

	As of June 30,			As of March 31,
	2016	**2017**	**2018**	**2019**
(in thousands of €)				
Non-current assets				
Intangible assets	1,157	1,139	938	59
Property, plant and equipment	80	550	708	1,145
Financial assets	127,297	127,297	127,297	127,297
Trade receivables	165,453	174,616	183,141	191,147
Prepaid expenses				
Non-current assets	**293,986**	303,601	312,084	319,648
Current assets				
Inventory	712	1,048	1,130	1,316
Trade receivables—current portion	14,656	13,123	14,232	21,341
Trade receivables from parent companies and their affiliates	288	389	440	25,683
Tax receivables	3,287	766	1,466	773
Other receivables	4,390	17,177	27,757	42,223
Prepaid expenses—current portion	855	1,102	490	7,047
Cash at bank and on hand	980	812	954	2,857
Current assets	**25,168**	34,416	46,468	101,241
Total assets	**319,155**	338,017	358,552	420,888
Liabilities and shareholders' equity				
Shareholders' equity				
Share capital	123,432	123,432	123,432	123,432
Reserve	(333)	(210)	(249)	(249)
Retained earnings		(13,156)	(21,947)	(30,004)
Profit for the period	(13,156)	(8,791)	(6,966)	1,279
Shareholders' equity	**109,944**	101,275	94,270	94,458
Non-current liabilities				
Provision for risks and charges	0	200	0	90
Provisions for employee severance indemnities	1,139	1,169	1,346	1,207
Loans	176,145	201,437	217,625	234,541
Deferred income	9,266	9,178	9,090	9,024
Non-current Liabilities	**186,550**	211,984	228,061	244,862
Current liabilities				
Bank loans—current portion	15	220	18	29
Trade payables	15,528	19,083	31,510	69,294
Trade payables to parent companies and their affiliates	3,215	609	0	589
Tax payables	155	189	239	107
Social security payables	296	363	446	525
Other payables	841	653	956	327
Deferred income—current portion	2,609	3,640	3,052	10,697
Current Liabilities	**22,661**	24,758	36,220	81,568
Total liabilities and shareholders' equity	**319,155**	338,017	358,552	420,888

Soccer Cash Flows Statement Data:

	For the fiscal year ended June 30,			For the nine months ended March 31,	
	2016	**2017**	**2018**	**2018**	**2019**
(in thousand of €)		***(Restated)*[(1)]**		***(unaudited)***	
A) Cash flow from operating activities.....	(9,771)	(16,027)	(3,922)	(8,148)	(5,000)
B) Cash flows from investing activities.....	(1,384)	(1,045)	(513)	(381)	0
C) Cash flows from financing activities	10,714	16,904	4,577	8,619	6,902
Increase/(decrease) in cash and cash equivalents (A+B+C)	**(441)**	(168)	142	90	1,902
Cash at bank and on hand at the beginning of the period.....	1,421	980	812	812	954
Cash at bank and on hand at the end of the period.....	980	812	954	902	2,857

(1) During the nine month period ended March 31, 2019, management has re-assessed the classification and presentation of its statement of cash flows and has concluded that it was necessary to reclassify certain cash flows that had previously been included as cash flows from financing activities to cash flows from operating activities in each of its financial statements for the fiscal years ended June 30, 2018, 2017 and 2016, respectively. These restatements related to a combination of (i) certain trade and other receivables/payables between Soccer and the Issuer, which had previously been disclosed in financing activities now being reclassified to operating activities, and (ii) the adjustment of dividends accrued but not yet received, which had previously been disclosed in financing activities as dividends received. The restatement of these items had no effect on cash and cash equivalents, net profit or the statement of financial position in any period. For further information see Note 1 to the Soccer Unaudited Interim Financial Statements.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF THE ISSUER

The following is a discussion and analysis of the financial condition and results of operations of the Issuer in the periods set forth below. This discussion should be read together with, and is qualified in its entirety by reference to, the Issuer Financial Statements and the related notes thereto included elsewhere in this Offering Memorandum.

The following discussion does not relate to the financial condition of Soccer and AS Roma, which are separately described herein. See "Soccer's Business—Certain Soccer Financial Information", "AS Roma's Business—Certain AS Roma Consolidated Financial Information" and the Soccer Financial Statements as well as the AS Roma Financial Statements included elsewhere herein for further information on Soccer's results and financial condition as well as AS Roma's results and financial condition on a consolidated basis. AS Roma will not guarantee the Notes and is therefore not liable for amounts owing thereunder. As a consequence, noteholders are advised that they will not have recourse against AS Roma in respect of amounts owing on the Notes, and no undue reliance should therefore be placed on the financial results or operations of AS Roma in respect of the Issuer's ability to make payment on the Notes. See also "Risk Factors—Risks Related to the Notes, the Guarantee and the Collateral—AS Roma will not guarantee the Notes and is therefore not liable for amounts owing thereunder. As a consequence, noteholders are advised that they will have no recourse against AS Roma in respect of amounts owing on the Notes".

The following discussion should also be read in conjunction with "Presentation of Financial Information", and "Summary Historical Financial Information and Other Data". A summary of the Issuer's critical accounting policies that have been applied to these financial statements is set out below under the caption "—Critical Accounting Policies and Estimates". The discussion in this section may contain forward looking statements that reflect the Issuer's plans, estimates and beliefs and involve risks and uncertainties. The Issuer's actual results could differ materially from those discussed in these forward looking statements. Factors that could cause or contribute to these differences include, but are not limited to, those discussed below and elsewhere in this Offering Memorandum, particularly under "Risk Factors" and "Forward-Looking Statements".

The following section includes a discussion of our results of operations and performance with reference to non-IFRS financial measures. Such non-IFRS measures are used by different companies for differing purposes and are often calculated in ways that reflect the circumstances of those companies. You should exercise caution in comparing non-IFRS measures with those of other companies. The information presented by non-IFRS measures discussed herein is unaudited and has not been prepared in accordance with IAS/IFRS or any other accounting standards. The non-IFRS financial measures discussed herein have limitations as analytical tools, and you should not consider them in isolation. See "Presentation of Financial Information—Non-IFRS Financial Measures".

Overview

ASR Media and Sponsorship S.p.A., was incorporated on December 2, 2014 as part of the refinancing and reorganization of the business of monetizing and managing AS Roma's trademarks and of managing media operations, which was separated from the management of AS Roma's core business, i.e., organizing and playing football matches. In addition, Soccer contributed to ASR Media and Sponsorship all licensing and sponsorship assets, including the intellectual property rights relating to the AS Roma brand, and AS Roma contributed to ASR Media and Sponsorship all direct media rights associated with the Roma TV channel and the Roma Radio station, in addition to other operations on digital platforms (e.g. website, Facebook, Twitter, WeChat, Instagram, Pinterest, Weibo, etc.). Separating the media and sponsorship operations from AS Roma's other operations simplifies the monitoring of its financial performance. The contributions of the business units of AS Roma and Soccer to ASR Media and Sponsorship S.p.A., which represent the commencement of operations by the transferee, were undertaken on February 11, 2015. On the same day, ASR Media and Sponsorship leased the contributed going concerns to Soccer, which is currently managing all sponsorship, licensing and direct media activities.

AS Roma has a 90+ year history as one of the world's premier football clubs situated at the center of Europe's cultural capital – the majestic city of Rome. Dominating Italy's top flight domestic league with stunning success on the European stage, AS Roma has collected a long list of historic and recent achievements including:

- 15 domestic and international trophies, including three Serie A titles, nine Coppa Italia titles, two Supercoppa Italiana titles, and one Inter-Cities Fairs Cup title;
- The first team finishing in the top three in Serie A in five of the last six seasons;
- The first team playing the round of 16 in the UEFA Champions League 2018/19 against Porto, after finishing second in the group stage and;.
- the first team playing the semi-final in the UEFA Champions League 2017/18 against Liverpool FC after the success against Barcelona FC, with a spectacular comeback, and Shakhtar Donetsk respectively in the round of 8 and round of 16 of the competition. This was the second time in AS Roma's history that the team reached the semi-finals of this prestigious competition. In 2015/16 the first team reached to the round of 16 against Real Madrid, and in 2014/15 and 2016/17, AS Roma reached the round of 16 of the UEFA Europa League.

The club is headquartered in Rome, Italy's largest municipality in terms of population. Its international historical, cultural and economic significance makes AS Roma attractive to a worldwide audience and to domestic and international corporations for advertising, sponsorships and premium seating. The team's home matches are played at Stadio Olimpico in Rome, which the team leases from the Italian Olympic Committee, the owner of the stadium. Stadio Olimpico, with a listed capacity of 73,261, is the main and largest sports facility in Rome and has served annually as the venue for the Coppa Italia. AS Roma is planning a new multi-purpose stadium, Stadio della Roma, currently intended at the Tor di Valle site located in the southwest of Rome. As planned, Stadio della Roma will be located within a mixed-use entertainment district which we believe could create one of the largest sports, entertainment and business districts in Europe, a hub for dining, entertainment, work, hospitality and sport.

According to the CSL report, AS Roma currently has a fan base of an estimated 89.4 million fans across 45 countries worldwide including those in the Americas, Europe, Middle East and Asia, and has expanded the worldwide reach of its brand through participation in a variety of friendly matches and tours in the United States, Canada and Asia.

Over the last two years, AS Roma has had one of the higher stadium attendance in Serie A, with an average match attendance of approximately 37,500 during the 2017/2018 season and approximately 38,600 during the 2018/2019 season, compared to an average attendance of approximately 25,235 across Serie A. In addition during the 2018/2019 season, AS Roma estimates that the team achieved an average of 1.21 million TV viewers per match. AS Roma also engages with supporters on a variety of digital platforms, including its website, www.asroma.com, which was named best sports website in 2017 by the Interactive Media Awards and has approximately 5 million page views per month (as of May 2019). AS Roma also has over 15.8 million (non-unique) followers across its Facebook, Twitter, Instagram and other official social media accounts. In 2018, there were 104 million video views on its Facebook page, over 1 billion impressions on its Twitter account and 95 million video views on its Instagram page. In 2018, AS Roma's social media accounts added over 2.2 million new followers. AS Roma was the first Italian football club to use Snapchat Spectacles and has launched an innovative content partnership with Snapchat to create a show which airs weekly on the mobile Snapchat Discover page. AS Roma was the first football club to use Facebook Live to broadcast a full match, to conduct a live Q&A with its owner on Facebook and Twitter, to use Google Glass to broadcast a match through the coach's eyes, to launch a crowd-sourced website using Reddit, and the first to partner with Medium for long-format content. AS Roma has an official YouTube channel which has over 54 million AS Roma content views, over 308,000 subscribers and contains over 700 videos of the team, players and team events. AS Roma was the first football club in the world to monetize Apple iTunes playlists for fans.

We are 99.98% directly and indirectly owned by AS Roma. AS Roma is indirectly controlled by James Pallotta through his control of AS Roma SPV LLC, which indirectly owns 86.577% of AS Roma. James Pallotta has served as President of AS Roma since 2012. He is the former Vice Chairman of Tudor Investment Corporation and is currently the Chairman and Chief Executive Officer of the Raptor Group, a diversified financial services firm. In addition to AS Roma, he also has an ownership stake in the Boston Celtics where he serves on the team's executive board.

We generated Cash Inflows of €16.83 million and €229.5 million, as well as Cash Drawn for Debt Service of €156.3 million and €213.5 million for the nine and twelve months ended March 31, 2019, respectively. We generate Cash Inflows through three principal business activities, media and sponsorships:

- **Indirect Media Cash Inflows:** We generate cash inflows through the receivables associated with AS Roma's broadcasting rights ("**Indirect Media Cash Inflows**") for the participation to the Italian and European competitions managed respectively by FIGC/Lega Serie A and UEFA as Serie A championship, Tim Cup championship, UEFA Champions League, UEFA Europa League and friendly matches. Our Indirect Media Cash Inflows were €130.4 million and €182.2 million for the nine and twelve months ended March 31, 2019, which constituted 77.48% and 79.4% of our Cash Inflows, respectively.
- **Direct Media Cash Inflows**: We generate cash inflows through the receivables associated with Roma TV, our television channel, Roma Radio, our official radio, and the licensing of AS Roma's archive content rights under the Direct Media Contracts entered into by Soccer ("**Direct Media Cash Inflows**"). Our Direct Media Cash Inflows were €6 million and €7.6 million for the nine and twelve months ended March 31, 2019, which constituted 3.6% and 3.3% of our Cash Inflows, respectively.
- **Sponsorship and Other Cash Inflows:** We generate cash inflows for Soccer Sponsorships through the collection of receivables under sponsorship and licensing relationships entered by Soccer and/or TeamCo with leading international and regional companies, with a focus on fewer bigger partners. We aim to avoid labor-consuming smaller deals that bring reduced activation, achieve a better balance between Italian and global sponsors, partner with powerful international brands able to contribute to AS Roma's international development, and leverage the success of our social and digital media activities. Recent examples include Qatar Airways, Hyundai, Electronic Arts, Warner Bros, Hugo Boss, Gatorade, Pepsico, Lyoness and Enterprise. Our Sponsorship and Other Cash Inflows was €32 million and €39.7 million for the nine months ended March 31, 2019, which constituted 19% and 17.3% of our Cash Inflows for the nine and twelve months ended March 31, 2019, respectively.

Key Factors Affecting Our Results of Operations

Direct and Indirect Media Inflows

Direct Media Cash Inflows is not reported in our profit and loss account since it is generated through collection under Direct Media Contracts entered by Soccer whereas Indirect Media Cash Inflows is not reported in our profit and loss account since it is generated through the assignment to us by TeamCo of receivables in relation to domestic and international broadcasting rights. As a result, we believe that Cash Inflows as described herein provide a more comprehensive view of the issuers various sources of proceeds." (represented not only by revenue typically reported in the profit and loss account but also by the collection of the receivables from AS Roma and Soccer's broadcasting rights and Soccer's sponsorship's agreement). We generated Revenue of €22.7 million, €22.7 million and €22.7 million, respectively for the fiscal years ended June 30, 2016, 2017 and 2018 which was reported on our profit and loss account and represents the fee paid for the lease of the going concern to Soccer under the Lease Agreement.

Direct Media Cash Inflows

We generate Direct Media Cash Inflows from the collection of receivables of certain contracts executed by Soccer, the licensing of AS Roma's archive content and our TV channel Roma TV and radio station Roma Radio.

Archive Content Rights

Soccer contracts with Sky Italia S.r.l. to digitize and market our archive content, including the rights to market training sessions of the first team, interviews and pre-match press conferences through the Sky Library Agreement, the receivables of which have been assigned to the Secured Creditors, which appointed us as agent for the collection, in their name and on their behalf. We have also assigned to Radiotelevisione Italiana S.p.A. ("**RAI**") certain rights relating to the use of archival recordings of AS Roma's home and away matches. Cash Inflows relating to archive content was €6.9 million, €4.9 million and €4.9 million, respectively for each of the fiscal years ended June 30, 2016, 2017 and 2018, and €4.1 million and €3.6 million for the nine months ended March 31, 2018 and 2019, and €4.4 million for the twelve months ended March 31, 2019.

Roma TV and Roma Radio

We own and operate a subscription-based, pay-TV channel called Roma TV, which broadcasts a variety of Roma-related content, including news, highlights from matches, time-delayed match footage, and other programs devoted to player profiles, interviews, past and present players and match analysis. Broadcasters also pay us a fee for access to Roma TV's broadcasting signal (relating to home production matches and the technical access and support given to broadcasters). Cash inflows relating to Roma TV and Roma Radio was €3.3 million, €4.1 million and €3.5 million, respectively for each of the fiscal years ended June 30, 2016, 2017 and 2018, €2.7 million and €2.4 million for the nine months ended March 31, 2018 and 2019, and €3.2 million for the twelve months ended March 31, 2019.

Indirect Media Cash Inflows

We generate Indirect Media Cash Inflows from certain domestic and international broadcasting rights revenue generated by AS Roma, the receivables of which have been assigned to us. We generated Indirect Media Cash Inflows of €153.3 million, €127.0 million and €172.9 million for each of the fiscal years ended June 30, 2016, 2017 and 2018, respectively, which constituted 84.6%, 80.8% and 84.3%, respectively, of our Cash Inflows. We generated Indirect Media Cash Inflows of €121.1 million and €130.4 million for the nine months ended March 31, 2018 and 2019, respectively, which constituted 84.1% and 77,5%, respectively, of our Cash Inflows. We generated Indirect Media Cash Inflows of €182.2 million for the twelve months ended March 31, 2019, which constituted 79.4% of our Cash Inflows.

The majority of Indirect Media Cash Inflows is from AS Roma's allocation of the global broadcasting rights from broadcasts of Serie A matches. This revenue is recognized directly by AS Roma, and then the receivables (VAT included) are assigned to us and the broadcasters pay us directly. Domestically, the Serie A rights for the 2018-2021 season have been sold to Sky Italia, Perform, RAI, and Sportitalia, for €1.003 million, €1.021 million, and €1.042 million, respectively. The Serie A international rights for the 2018-2021 seasons have been sold to IMG and RAI for €345 million, €356 million, and €367 million, respectively, representing an increase of 95% over the prior three-season period. We generated Serie A Indirect Media Cash Inflows of €86.5 million, €95.5 million and €93.3 million for each of the fiscal years ended June 30, 2016, 2017 and 2018, respectively, which constituted 47.8%, 60.7% and 45.5%, respectively, of our Cash Inflows. We generated Serie A Indirect Media Cash Inflows of €77.5 million and €74.6 million for the nine months ended March 31, 2018 and 2019, respectively, which constituted 53.9% and 44.3%, respectively, of our Cash Inflows. We generated Serie A Indirect Media Cash Inflows of €90.4 million for the twelve months ended March 31, 2019, which consolidated 39.4% of our Cash Inflows.

If AS Roma's first team qualifies for UEFA competitions, we are also entitled to receive AS Roma's Cash Inflows from UEFA, which includes AS Roma's share in UEFA's revenues. AS Roma qualified for the UEFA Champions League in the 2015/16, 2017/18 and 2018/19 seasons and for the UEFA Europa League in the 2016/2017 and 2019-2020 seasons. UEFA paid AS Roma its share of UEFA's revenues for those seasons and AS Roma assigned those revenues to us. We recognized UEFA Indirect Media Cash Inflows of €66.7 million, €31.5 million and €79.6 million for the fiscal years ended June 30, 2016, 2017 and 2018, respectively, which constituted 36.8%, 20.1% and 38.8%,respectively, of our cash

Inflows. We generated UEFA Indirect Media Cash Inflows of €43.6 million and €55.8 million for the nine months ended March 31, 2018 and 2019, respectively, which constituted 30.3% and 33.1%, respectively, of our, Cash Inflows. We generated UEFA Indirect Media Cash Inflows of €91.8 million for the twelve months ended March 31, 2019, which constituted 40.0% of our Cash Inflows.

Sponsorship and Other Cash Inflows

We generate Sponsorship and other Cash Inflows from the collection of receivables under certain sponsorship and licensing contracts entered by Soccer and/or Soccer and TeamCo. We generate Sponsorship and Other Cash Inflows through relationships with leading international and regional companies. We generated €17.6 million, €21.3 million and €23.9 million of Sponsorship and Other Cash Inflows for each of the fiscal years ended June 30, 2016, 2017 and 2018, respectively, which represented 9.7%, 13.5% and 11.6% of our Cash Inflows, respectively. We generated €16.1 million and €32.0 million of Sponsorship Inflows and Other Cash for the nine months ended March 31, 2018 and 2019, respectively, which represented 11.2% and 19.0% of our Cash Inflows, respectively. We generated Sponsorship and Other Cash Inflows of €39.7 million for the twelve months ended March 31, 2019, which represented 17.3% of our Cash Inflow. These relationships are the primary method by which we monetize the value of the AS Roma brand and our global community of supporters, and therefore have a significant impact on our cash flows. Our sponsorship contracts typically last for two to five years, but some of our larger sponsorship agreements have longer terms, such as our contract with Nike, which started in 2014/2015 through the 2023/2024 season. The contract with Nike provides for an annual base fee, which may be increased by certain performance incentive payments in the event that AS Roma wins various tournaments such as Serie A, the UEFA Champions League or the FIFA Club World Cup. The agreement also provides for performance-related payment reductions depending on if and how many times during the agreement period AS Roma fails to qualify for the UEFA Champions League or UEFA Europa League and if AS Roma is relegated from Serie A. A "Main Sponsorship" contract was signed with Qatar Airways Group pursuant to which QA has been designated "AS Roma's Main Jersey Sponsor" for the first team. The contract entered into force in April 2018 and will expire on June 30, 2021. The rights of visibility on the jersey (but not on the commercialized jerseys) started from April 24, 2018 (Liverpool-Roma Champions League match) while all other rights have been granted with effect from July 1, 2018. Qatar Airways paid a signing fee of €6.0 million for the fiscal year ended June 30, 2018/19 and a Qatar Airways pays a basic sponsorship fee of €11 million per season, (a total of €39 million, for the three seasons of the term) in addition to various performance-related bonuses are included in the contract. In June 2018, Hyundai became the Club's Global Automotive Partner and will appear on the back of the first team shirt through the 2020/2021 season. In addition, in February 2019, Hyundai became AS Roma's Official Women Car Partner until the 2020/2021 season. The contract with Hyundai provides €3 million for each of the contracted years, in addition to various performance-related bonuses.

See "*Issuer's Business—Our Inflows Drivers—Sponsorships—*".

These sponsorship relationships generate revenue with low fixed costs and the marginal cost for adding new sponsors is minimal. As a result, our sponsorship operations have high margins and are scalable, causing them to be a principal driver of our operations. We believe our efforts to expand our sponsorship base will continue to result in increased Sponsorship and Other Cash Inflows in the future, and any inability to expand our sponsorship base will limit the opportunity for us to grow our revenue. See "*Forward-Looking Statements*".

Financial Expense

We entered into the Existing Facility on February 12, 2015 and we further extended and amended the Existing Facility on June 22, 2017. Since then, a key component of our costs has been interest expense and amortization of the principal amount of indebtedness under the Existing Facility. Interest expenses related to the Existing Facility has increased over the period from €16.6 million in the fiscal year ended June 30, 2016 to €20.6 million in the fiscal year ended June 30, 2018, mainly because of the increase in 2017 of the total commitments up to €230 million, partially offset by the declining outstanding principal of the Existing Facility (as a result of amortization). Although we expect to use a portion of the proceeds from the Refinancing Transactions to repay all amounts outstanding under the Existing Facility, we will be required to pay interest on the Notes going forward and, starting on December 31, 2020, make semi-annual amortization payments in accordance with the schedule set forth in "*Description of the Notes—Mandatory Authorization Redemption*". Therefore, financial expense will continue to be a significant component of our costs.

Timing of Contractual Payments

We experience variability in our cash flow due to the timing of the payments we receive under our media and sponsorship contracts. Although we can control the timing of the payments under some of these contracts, in others, such as the contracts governing the distribution of Serie A broadcasting rights revenues, we have no control over when the cash is distributed. In addition, though we report interim results of operations for our first, second and third fiscal quarters, we rely primarily on our full-year results of operations rather than our interim results of operations in managing our business, setting goals and assessing our performance.

Key Performance Indicators

In assessing the performance of our business, we consider a variety of performance and financial measures, we believe that the key measures for determining how our business is performing are Cash Inflows and Cash Drawn for Debt Service. These measures are not recognized measurements of financial performance under IAS/IFRS. Other companies may calculate these differently, and consequently our presentation of these figures is not readily comparable to other companies' similarly titled figures and must be read in conjunction with the related additional explanations. The criteria for determining these figures may not be the same as the criteria adopted by other companies and, therefore, the figures we present may not be comparable with those determined by other such companies. See "*Presentation of Financial Information—Non-IFRS Financial Measures*" and "*Description of the Notes—Certain Definitions*".

Cash Inflows

Cash Inflows is defined as the sum of Indirect Media Cash Inflows, Direct Media Cash Inflows and Sponsorship and Other Cash Inflows.

Pursuant to Serie A regulations, contracts relating to broadcast and media rights for Serie A matches must be held by the Serie A team itself. As a result, AS Roma cannot directly assign its broadcast and media rights contracts for Serie A matches to us. Instead, AS Roma invoices the broadcasters for the Serie A broadcasting rights revenue owed to AS Roma and AS Roma has assigned the right to collect Serie A revenue to us, such that the broadcasters pay such revenue to us directly. Once the right to receive payment from the broadcasters has been assigned to us we report the right as a receivable on our balance sheet and typically receive payment from broadcasters approximately two to four weeks later.

With regards to the UEFA rights, AS Roma invoices UEFA and UEFA pays AS Roma the broadcasting revenue owed to AS Roma. AS Roma then assigns the revenue from UEFA broadcasts to us.

We believe that this Cash Inflows figure provides a more comprehensive view of our various sources of proceeds (represented by the collection of the receivables from AS Roma's broadcasting rights and Soccer's direct media, sponsorship and licensing contracts). The table below sets out a detail of the Cash Inflows for the periods indicated.

	For the fiscal year ended June 30,			For the nine months ended March 31,		For the twelve months ended March 31,[(1)]
	2016	**2017**	**2018**	**2018**	**2019**	**2019**
(in thousands of €)				***(unaudited)***		
A. Serie A	86,549	95,481	93,287	77,488	74,645	90,445
B. UEFA	66,745	31,518	79,575	43,574	55,768	91,769
C. Indirect Media Cash Inflows (A+B)	**153,294**	**126,999**	**172,862**	**121,062**	**130,413**	**182,214**
D. Direct Media Inflows	10,258	8,930	8,367	6,721	5,961	7,607
E. Sponsorship and Other Cash Inflows	17,599	21,250	23,856	16,105	31,968	39,719
F. (D+E)	**27,857**	**30,180**	**32,223**	**22,826**	**37,930**	**47,326**
CASH INFLOWS (C+F)	**181,151**	**157,179**	**205,085**	**143,888**	**168,343**	**229,540**

(1) Items composing Cash Inflows for the twelve months ended March 31, 2019 are calculated as the sum of such items for the nine months ended March 31, 2019 and the difference between the items for the full fiscal year ended June 30, 2018 and the nine months ended March 31, 2018. As a result, Cash Inflows for the twelve months ended March 31, 2019 include revenue we received following our participation in the UEFA Champions League 2017-2018 season, which will not be reflected in the Cash Inflows for the fiscal year ended June 30, 2019.

Our Cash Inflows increased by €24.5 million or 17.0% to €168.3 million for the nine months ended March 31, 2019 from €143.9 million for the nine months ended March 31, 2018. This increase was primarily due to a €9.4 million increase in Indirect Media Cash Inflows, driven by (i) the revenues from the participation in the UEFA Champions League, due, in particular, to the new mechanism for distributing the financial resources generated by the competition, which guarantees greater resources to the participating clubs, and (ii) a €15.9 million increase in Sponsorship and Other Cash Inflows, driven by €13.5 million of revenue recognized during the nine months ended March 31, 2019 from the main sponsorship contracts signed with Qatar Airways, Hyundai Motors and Betway, which were not in place during the first nine months of the 2017/18 fiscal year. The positive impact of these revenues was partially offset by a reduction in the Serie A Indirect Media Cash Inflows, as a result of the amendments to the formula for the allocation of broadcasting revenues to Serie A clubs which reduce the overall share of performance-based media.

Our Cash Inflows increased by €47.9 million or 30.5% to €205.1 million for the fiscal year ended June 30, 2018 from €157.2 million for the fiscal year ended June 30, 2017. This increase was primarily due to the sport result of the first team in the UEFA Champions League, in particular achieving first place in the final classification of the group stage and reaching the semi-finals. As a result, UEFA indirect media revenues were significantly higher than the previous financial year during which the team participated in the UEFA Europa League, reaching the round of 16. In addition,

the 2017/18 financial year a multi-year partnership contract with the airline Qatar Airways was signed. As a result, Cash Inflows from sponsorships in the 2018/19 fiscal year benefited from a signing fee of €6 million.

Our Cash Inflows decreased by €24 million or -13,23% to €157.2 million for the fiscal year ended June 30, 2017 from €181.2 million for the fiscal year ended June 30, 2016.

Cash drawn for debt service

We use Cash Drawn for Debt Service as a financial measure to measure operating performance. Cash Drawn for Debt Service is not uniformly or legally defined and is not recognized under IFRS or GAAP. See "Presentation of Financial Information—Non-IFRS Financial Measures".

	For the fiscal year ended June 30,			For the nine months ended March 31,		For the twelve months ended March 31,
	2016	**2017**	**2018**	**2018**	**2019**	**2019**
(in thousands of €, VAT included)[1]				*(unaudited)*		
Serie A	86,549	95,481	93,287	77,488	74,645	90,445
UEFA	66,745	31,518	79,575	43,574	55,768	91,769
A) INDIRECT MEDIA CASH INFLOWS	**153,294**	**126,999**	**172,862**	**121,062**	**130,413**	**182,214**
Roma TV and Roma Radio	3,341	4,050	3,487	2,654	2,403	3,236
Archive Content Rights	6,917	4,880	4,880	4,067	3,558	4,372
B) DIRECT MEDIA CASH INFLOWS	**10,258**	**8,930**	**8,367**	**6,721**	**5,961**	**7,607**
Main sponsor (Shirt)	0	0	0	0	18,031	18,031
Technical sponsor	4,000	6,166	5,607	2,059	2,059	5,607
Other club sponsorship	11,196	13,587	16,164	11,990	9,870	14,045
Royalties and Licensing	2,403	1,497	2,085	2,056	2,008	2,037
C) SPONSORSHIPS AND OTHER CASH INFLOWS	**17,599**	**21,250**	**23,856**	**16,105**	**31,968**	**39,719**
CASH INFLOWS (A+B+C)	**181,151**	**157,179**	**205,085**	**143,888**	**168,343**	**229,540**
Operating costs [2]	(12,060)	(15,644)	(13,144)	(9,526)	(11,697)	(15,315)
VAT payment	(4,981)	(3,436)	0	0	0	0
MediaCo IRAP Taxes	(574)	(441)	(747)	(303)	(297)	(742)
CASH OUTFLOWS	**(17,615)**	**(19,520)**	**(13,892)**	**(9,829)**	**(11,994)**	**(16,057)**
CASH DRAWN FOR DEBT SERVICE	**163,536**	**137,659**	**191,194**	**134,059**	**156,349**	**213,483**

(1) Where applicable

(2) Operating costs refer to cost of services as reported in the Medico and Soccer financial statements. Operating costs mainly includes paid for personnel, tax, legal and commercial consultancies (including the protection of the intellectual property), independent and statutory auditor fees and other minor services, directly connected to Media and Sponsorship activities.

Our Cash Drawn for Debt Service increased by €22.3 million or 16.6% to €156.3 million for the nine months ended March 31, 2019 from €134.1 million for the nine months ended March 31, 2018.

This increase was primarily due to the reasons discussed under Cash Inflows above, and in particular to the inflows from the participation in the UEFA Champions League as well as Sponsorship and Other Cash Inflows, driven by the revenues recognized during the nine months ended September 30, 2019 from the main sponsorship contracts signed with Qatar Airways, Hyundai Motors and Betway, which were not present in the first nine months of the 2017/18 fiscal year. The positive impact of these revenues was partially offset by a reduction in the Serie A Indirect Media Inflows, as a result of amendments to the formula for the allocation of broadcasting revenue to Serie A clubs which reduce the overall share of performance-based media revenue.

Our Cash Drawn for Debt Service increased by €53.5 million or 38.89% to €191.2 million for the fiscal year ended June 30, 2018 from €137.7 million for the fiscal year ended June 30, 2017, primarily due to the reasons discussed under Cash Inflows above, and in particular to the sport result of the first team in the UEFA Champions League. In addition, the decrease in Cash Outflows was due to lower operating cost mainly due to for the adhesion of Soccer to the tax consolidation of the NEEP Group.

Our Cash Drawn for Debt Service decreased by €25.9 million or -15.82% to €137.7 million for the fiscal year ended June 30, 2017 from €163.5 million for the fiscal year ended June 30, 2016, primarily due to the reasons discussed under

Cash Inflows above, and in particular to the participation in the UEFA Europa League, instead of the more profitable UEFA Champions League.

Reconciliation from the Issuer's Cash Flow Statement to Cash Drawn for Debt Service:

Please find below a reconciliation of the Cash Drawn for Debt Service from the Issuer's Cash Flow Statement included in "—*Cash Inflows*" elsewhere in this section.

(in thousands of €)	For the fiscal year ended June 30,			For the nine months ended March 31,	
	2016	**2017**	**2018**	**2018**	**2019**
A) Net cash from operating activities (restated)[(1)]	16,540	(39,664)	25,092	24,892	35,744
Deferred Consideration Payment[(2)]	144,283	109,292	162,945	109,168	120,604
Repayment of the outstanding debt from Media To TeamCo from Rec. Assigned Deferred Consideration		40,129			
Funding of the MediaCo/TeamCo Loan		20,412			
Increase of the balance of the Debt Service Reserve Account		4,951			
Remittance to Soccer	1,670				
MediaCo IRES Taxes	1,043	2,541	3,158		
Cash Drawn for Debt Service	163,536	137,659	191,194	134,059	156,349

(1) See Note 1 to the Issuer Unaudited Interim Financial Statements for information regarding the restatement of cash flow from operating activities.

(2) Deferred Consideration Payment refers to cash outflow of assigned receivables to AS Roma by the Issuer.

Factors Affecting Comparability

Change in IAS/IFRS

The following accounting standards, amendments and IFRS interpretations were, starting from July 1, 2018, applied for the first time by the Group:

IFRS 15 - Revenues from contracts with customers

The standard establishes a new revenue recognition model, which will apply to all contracts executed with customers, except for those that fall within the scope of application of other IAS/IFRS standards, such as leases, insurance contracts and financial instruments. The basic steps for recording revenues in the accounts in accordance with the new model are:

- the identification of the contract with the customer;
- the identification of performance obligations contained in the contract;
- the determination of the price;
- the allocation of the price to performance obligations set forth in the contract; and
- the revenue recognition criteria applied when the entity satisfies each performance obligation.

As allowed under IFRS 15, the Group recalculated the ongoing balance sheet balances as at June 30, 2018, recording the effects of the new standard adopted by it as an adjustment to capital and reserves as of 1 July 2018.

IFRS 9 - Financial Instruments

The standard introduces new criteria for classifying and evaluating financial assets and liabilities. More specifically, the new standard uses a single approach for financial assets, based on the manner in which financial instruments are managed and the characteristics of the contractual cash flows envisaged for financial assets, so as to determine the criteria for evaluating them, replacing the various rules established by IAS 39. With regard to the question of recording financial liabilities, the main change made has instead concerned the manner in which changes in the fair value of a financial liability – which has been designated as a financial liability recorded at its fair value in the profit and loss account – are posted in the event that these changes must be recorded as a result of there being a change in the creditworthiness of the issuer of the said liability. According to the new standard, these changes must be shown in the table "Other comprehensive income" and can no longer be recorded in the profit and loss account. Furthermore, with regard to changes to financial liabilities defined as non-substantial, it is no longer permitted to spread the economic effects of the renegotiation of the residual duration of the amounts payable in relation thereto by modifying the effective interest rate applied on that date. The related effect will have, instead, to be recorded in the profit and loss account.

With regard to the impairment, the new standard requires that the estimate of credit losses be made on the basis of the model of expected losses (and not on the basis of the model of incurred losses used by IAS 39), by using information (i.e. historical, current and prospective data) that can be backed up and that can be made drawn without having to incur unreasonable expenses or make unreasonable efforts. The standard establishes that this impairment model applies to all financial instruments (i.e, financial assets measured at the depreciated cost thereof, those measured at their fair value through the Other comprehensive income item and receivables due from lease contracts and trade receivables).

Finally, the standard introduces a new hedge accounting model with a view to adapting the requirements of the current IAS 39, which have sometimes been considered to be too stringent and not suitable for reflecting the companies' risk management policies. The main novelties of the document concern:

(1) the increase in the types of transactions eligible for hedge accounting, which also include the risks arising from non-financial assets/liabilities that can be managed in hedge accounting;

(2) the change in the method of accounting for forward contracts and options when this is envisaged in hedge accounting contracts, with a view to reducing the volatility of the profit and loss account;

(3) changes to the effectiveness test, replacing the current methods based on the 80- 125% parameter with the principle of the "economic relationship" between the hedged item and the hedging instrument; furthermore, an assessment of the retrospective hedging relationship effectiveness will no longer be required.

The greater flexibility of the new accounting rules is counterbalanced by additional requests for information on the company's risk management activities.

The Group elected to apply IFRS 9, by recognizing the cumulative effect of initially applying this Standard as an adjustment to the opening balance of retained earnings, in Shareholders' Equity, as at July 1, 2018.

IFRS and IFRIC Accounting Standards, amendments and interpretations approved by the European Union and not yet adopted in advance by the Group as of March 31, 2019.

On January 13, 2016, the IASB published the standard IFRS 16 – Leases applicable as of January 1, 2019 but early application is allowed. Directors have not yet defined the approach that they intend to adopt amongst those permitted by the IFRS 16 standard.

Explanation of Key Profit and Loss account Items

Revenue

Revenues are mainly comprised of the fee paid for the lease of the going concern to Soccer under the Lease Agreement.

Cost of Services

Cost of services mainly includes fees paid for tax, legal and commercial consultancies (including the protection of the intellectual property), independent and statutory auditor fees and other minor services.

Other Operating Costs

Other operating costs primarily include indirect taxes and costs related to unaccrued prior year liabilities.

Depreciation and Amortization

Depreciation and amortization is mainly composed of the amortization of the archive and goodwill. To a lesser extent, it also includes depreciation of property, plant and equipment, mainly general office and IT equipment.

Net Financial Expenses

Net financial expenses mainly include interest and ancillary costs (including amortization of associated fees) paid on the Existing Facility and, going forward, will include interest paid on the Notes. Net financial expenses are offset by interest income from the Intercompany Loans granted to Soccer and AS Roma.

Income Taxes

Income taxes include the National Income Tax ("**IRES**"), the Regional Income Tax ("**IRAP**") and deferred income taxes.

Results of Operations

The following table sets forth selected profit and loss data for the Issuer for the fiscal years ended June 30, 2016, 2017 and 2018 and for the nine months ended March 31, 2018 and 2019.

	For the fiscal year ended June 30,			For the nine months ended March 31,	
	2016	**2017**	**2018**	**2018**	**2019**
(in thousands of €)				***(unaudited)***	
Revenue	22,703	22,701	22,707	17,025	17,025
Total revenue	**22,703**	**22,701**	**22,707**	**17,025**	**17,025**
Cost of services	(367)	(221)	(243)	(155)	(194)
Other operating costs	(23)	(48)	(10)	(5)	(3)
Write-downs of trade receivables	(240)	(3)	(25)	0	(754)
Depreciation and amortization	(229)	(229)	(229)	(172)	(172)
Total operating costs[(1)]	**(858)**	**(501)**	**(507)**	**(333)**	**(1,122)**
Net financial expenses	(5,563)	(3,838)	(6,750)	(5,117)	(5,170)
Profit before tax	**16,282**	**18,362**	**15,450**	**11,575**	**10,733**
Income taxes	(3,754)	(5,795)	(4,763)	(3,572)	(4,598)
Profit for the period	**12,528**	**12,566**	**10,686**	**8,003**	**6,135**

(1) Total operating costs as presented herein for each of the years ended June 30, 2018, 2017 and 2016, have been reclassified to include depreciation, amortization and other write-downs, to conform to the current periods presentation.

Nine months ended March 31, 2019 compared with the nine months ended March 31, 2018

The following table sets forth the financial information of the Issuer for the nine months ended March 31, 2019 compared with the nine months ended March 31, 2018.

	For the nine months ended March 31,	
	2018	**2019**
(in thousands of €)	***(unaudited)***	
Revenue	17,025	17,025
Total revenue	**17,025**	**17,025**
Cost of services	(155)	(194)
Other operating costs	(5)	(3)
Write-downs of trade receivables	0	(754)
Depreciation and amortization	(172)	(172)
Total operating costs	**(333)**	**(1,122)**
Net financial expenses	(5,117)	(5,170)
Profit before tax	**11,575**	**10,733**
Income taxes	(3,572)	(4,598)
Profit for the period	**8,003**	**6,135**

Revenue. Revenue for the nine months ended March 31, 2019 was substantially unchanged during the period and relates to the fee paid by Soccer under the Lease Agreement.

Cost of services. Cost of services for the nine months ended March 31, 2019 increased by €39 thousand, and refers to general and administrative expenses. This increase was primarily due to a €13 thousand increase in legal, notarial and professional fees and a €12 thousand increase in the cost of other general and administrative expenses.

Other operating costs. Other operating costs for the nine months ended March 31, 2019 were €3 thousand, and decreased by €2 thousand. Other operating costs refers mainly to indirect taxes, stamp duties, registration duties, duties for certification of corporate books and chamber of commerce's duties, as well as administrative and tax sanctions.

Write-downs of trade receivables. Write-downs of trade receivables for the nine months ended March 31, 2019 increased from nil to €754 thousand. This increase was primarily due to the adjustment carried out during the period, concerning the write off of trade receivables towards Media partners & Silva, which held transmission rights of AS Roma abroad and file in bankruptcy during the nine months ended March 31, 2019, thus the recoverability of receivables was uncertain.

Depreciation and amortization. Depreciation and amortization for the nine months ended March 31, 2019 was €172 thousand, in line with the nine months ended March 31, 2018.

Net financial expenses. Net financial expenses for the nine months ended March 31, 2019 increased by €53 thousand from €5.2 million for the nine months ended March 31, 2018. This increase was primarily due to interest payables accrued on the loan agreement signed in February 2015 and the subsequent amendment in June 2017, recorded in accordance with the amortized cost method pursuant to IFRS 9. This amount includes the amortization of transaction costs equal to €2.8 million, which are affected by the non-monetary negative financial effect deriving from the first application of the IFRS 9 international accounting principle. This line also includes ancillary charges related to the financing received, amounting to €409 thousand and bank commissions and charges for the remaining amount of €4 thousand.

Income taxes. Income taxes for the nine months ended March 31, 2019 increased by €1 million. This increase was primarily due to the higher incidence of IRES, resulting from the first application of the IFRS 9, compared to the balance of the corresponding part for the nine months ended March 31, 2018.

Profit for the year. Profit for the year for the nine months ended March 31, 2019 decreased by €1.9 million from €8.0 million for the nine months ended March 31, 2018, for the reasons described above.

Fiscal year ended June 30, 2018 compared with fiscal year ended June 30, 2017

The following table sets for the financial information of the Issuer for the fiscal year ended June 30, 2018 compared with the fiscal year ended June 30, 2017.

	For the fiscal year ended June 30,	
	2017	**2018**
(in thousands of €)		
Revenue	22,701	22,707
Total revenue	**22,701**	**22,707**
Cost of services	(221)	(243)
Other operating costs	(48)	(10)
Write-downs of trade receivables	(3)	(25)
Depreciation and amortization	(229)	(229)
Total operating costs[(1)]	**(501)**	**(507)**
Net financial expenses	(3,838)	(6,750)
Profit before tax	**18,362**	**15,450**
Income taxes	(5,795)	(4,763)
Profit for the year	**12,566**	**10,686**

(1) Total operating costs as presented herein for each of the years ended June 30, 2018, 2017 and 2016, have been reclassified to include depreciation, amortization and other write-downs, to conform to the current periods presentation.

Revenue. For the fiscal year ended June 30, 2018, Revenue is €22.7 million. Revenue for the twelve months ended June 30, 2018 are due to the Lease Agreement signed with Soccer on February 11, 2015 and amended on June 22, 2017, pursuant to which the Issuer leased to Soccer the Going Concern Contributions, which were made by AS Roma and Soccer following a group reorganization in 2015. The agreement comprises the following assets, liabilities and other legal relationships that, *inter alia*, have been leased to Soccer: (i) ownership of AS Roma's trademarks; (ii) certain license, marketing and sponsorship agreements; (iii) certain direct media contracts; and (iv) other goods and services and licenses and permits for the use of the media rights.

The twelve months lease revenue is equal to €22.7 million adjusted every two years to price indexation. The Lease Agreement will expire 30 years from the Issue Date.

Cost of services. Cost of services for the twelve months ended June 30, 2018 increased by €22 thousand to €243 thousand from €221 thousand for the twelve months ended June 30, 2017.

Other operating costs. Other operating costs for the twelve months ended June 30, 2018 were €10 thousand from €48 thousand for the twelve months ended June 30, 2017.

Write-down of current receivables. Write-down of current receivables relates to the write-down of some doubtful trade receivables.

Depreciation and amortization. Depreciation and amortization for the twelve months ended June 30, 2018 was €229 thousand, in line with the twelve months ended June 30, 2017.

Net financial expenses. Net financial expenses for the twelve months ended June 30, 2018 was €6.8 million, with an increase of €2.9 million compared with the twelve months ended June 30, 2017.

- In particular, financial proceeds, amounting to €13.8 million (€12.0 million at 30, June 2017), increased by €1.8 million during the financial year in relation to loans granted to Soccer and AS Roma which are regulated by specific intercompany loan agreements with the companies concerned.
- Financial charges, amounting to €20.6 million (€15.9 million at 30 June, 2017) are attributable to interest payable accrued on the financing agreement signed in February 2015 and the subsequent amendment in June 2017 and are recorded in accordance with the amortized cost method (IAS 39), including the amortization of transaction costs of €3.3 million (€2.8 million at 30 June 2017). This item also includes ancillary charges related to the financing received, amounting to €550 thousand (€472 thousand million at 30 June 2017) and bank commissions and charges.

Income taxes. Income taxes for the twelve months ended June 30, 2018 decreased by €1.0 million to €4.8 million from €5.8 million for the twelve months ended June 30, 2017. This decrease was primarily due to the lower incidence of IRES due to lower taxable income. In particular, the taxes comprise IRAP, for €741 thousand (€741 thousand at June 30, 2017), due to the taxable income determined in the first twelve months; IRES, for €2.1 million (€3.2 million at June 30, 2017), due to the taxable income determined in the first twelve months of the year and deferred taxes of €2.0 million (€2.0 million at 30 June 2017) were set aside in relation to the depreciation of the trademarks acquired from Soccer, as part of the broader and more comprehensive business unit transferred, determined solely for tax purposes and calculated as a reduction in taxable income. This item was unchanged from the previous year.

Moreover, we renewed our membership, as from the financial year ended June 30, 2017 and as a subsidiary, to the national tax consolidation in force between the companies of the NEEP group to which it belongs. It should be noted that the irrevocable option has a duration of three financial years and that no interruption occurred during the period of its validity.

Profit for the year. Profit for the year for the twelve months ended June 30, 2018 decreased by €1.9 million to €10.7 million from €12.6 million for the twelve months ended June 30, 2017.

Fiscal year ended June 30, 2017 compared with fiscal year ended June 30, 2016

The following table sets forth the financial information of the Issuer for the fiscal year ended June 30, 2017 compared with the fiscal year ended June 30, 2016.

	For the fiscal year ended June 30,	
	2016	**2017**
(in thousands of €)		
Revenue	22,703	22,701
Total revenue	**22,703**	**22,701**
Cost of services	(367)	(221)
Other operating costs	(23)	(48)
Write-downs of trade receivables	(240)	(3)
Depreciation and amortization	(229)	(229)
Total operating costs[(1)]	**(858)**	**(501)**
Net financial expenses	(5,563)	(3,838)
Profit before tax	**16,282**	**18,362**
Income taxes	(3,754)	(5,795)
Profit for the year	**12,528**	**12,566**

(1) Total operating costs as presented herein for each of the years ended June 30, 2018, 2017 and 2016, have been reclassified to include depreciation, amortization and other write-downs, to conform to the current periods presentation.

Revenue. Revenue for the twelve months ended June 30, 2017 are due to the Lease Agreement signed with Soccer on February 11, 2015 and amended on June 22, 2017, pursuant to which the Issuer leased to Soccer the Going Concern Contributions, which were made by AS Roma and Soccer following a group reorganization in 2015. The agreement comprises the following assets, liabilities and other legal relationships that, *inter alia*, have been leased to Soccer: (i) ownership of AS Roma's trademarks; (ii) certain license, marketing and sponsorship agreements; (iii) certain direct media contracts; and (iv) other goods and services and licenses and permits for the use of the media rights.

The twelve months lease revenue is equal to €22.7 million adjusted every two years to price indexation. The Lease Agreement will expire 30 years from the Issue Date. For the fiscal year ended June 30, 2017 Revenue is €22.7 million.

Cost of services. Cost of services for the twelve months ended June 30, 2017 decreased by €146 thousand to €221 thousand from €367 thousand for the twelve months ended June 30, 2016.

Other operating costs. Other operating costs for the twelve months ended June 30, 2017 were €48 thousand from €23 thousand for the twelve months ended June 30, 2016.

Write-down of current receivables. Write-down of current receivables decrease of €237 thousand, compared to the corresponding fraction of the previous year, due to the adjustment made in the period.

Depreciation and amortization. Depreciation and amortization for the twelve months ended June 30, 2017 was €229 thousand, in line with the twelve months ended June 30, 2016.

Net financial expenses. Net financial expenses for the twelve months ended June 30, 2017 was €3.8 million, with a decrease of €1.7 million compared with the twelve months ended June 30, 2016.

- In particular, financial proceeds, amounting to €12.0 million (€11.0 million at 30, June 2016), increased by €1.0 million during the financial year in relation to loans granted to Soccer and AS Roma which are regulated by specific intercompany loan agreements with the companies concerned.
- Financial charges, amounting to €15.9 million (€16.6 million at 30 June, 2016) are attributable to interest payable accrued on the financing agreement signed in February 2015. This item also includes ancillary charges related to the financing received, amounting to €479 thousand (€446 thousand at 30 June 2016) and bank commissions and charges.

Income taxes. Income taxes for the twelve months ended June 30, 2017 increased by €2.0 million to €5.8 million from €3.8 million for the twelve months ended June 30, 2016. This decrease was primarily due to the lower incidence of IRES due to higher taxable income. In particular, the taxes comprise IRAP, for €741 thousand (€733 thousand at June 30, 2016), due to the taxable income determined in the first twelve months of the year; IRES, for €3.2 million (€2.6 million at June 30, 2016), due to the taxable income determined in the first twelve months of the year and deferred taxes of €2.0 million (€415 thousand at 30 June 2016) were set aside in relation to the depreciation of the trademarks acquired from Soccer, as part of the broader and more comprehensive business unit transferred, determined solely for tax purposes and calculated as a reduction in taxable income. This item was unchanged from the previous year.

Please note that the Company renewed its membership, as from the financial year ended June 30, 2017 and as a subsidiary, to the national tax consolidation in force between the companies of the NEEP Roma Holding Spa group to which it belongs. It should be noted that the irrevocable option has a duration of three financial years and that no interruption occurred during the period of its validity.

Profit for the year. Profit for the year for the twelve months ended June 30, 2017 amounts to €12.6 million in line with the twelve months ended June 30, 2016.

Liquidity and Capital Resources

Our cash requirements consist mainly of the following:

- operating activities, including our net working capital requirements;
- servicing our indebtedness;
- financing AS Roma and Soccer via upstream loans; and
- paying taxes.

Our sources of liquidity have historically consisted mainly of the following:

- Cash Inflows for AS Roma Media Cash Inflows and Soccer Media and Sponsorship and Other Cash Inflows;
- borrowings under the Existing Facility.

Liquidity Following the Refinancing Transactions

Following the completion of the Refinancing Transactions, our primary sources of liquidity will consist of the Cash Inflows for AS Roma Media Cash Inflows and Soccer Media and Sponsorship and Other Cash Inflows;

Cash Flow

The Issuer's revenue consists almost entirely of the lease payment from Soccer, and the portion of cash that we collect in respect to Indirect and Direct Media Cash Inflows and Sponsorship and Other Cash Inflows in excess of what is required to be retained in each secured account under the Waterfall has historically been upstreamed to AS Roma as permitted under the Existing Facility. The cash flow statement is presented net of this cash upstreamed to AS Roma as of the applicable period end. As of the Issue Date and going forward, such cash is not expected to be reflected in our or Soccer's profit and loss account and cash flow statement for the same reasons because the amounts in excess of what is required to be retained in the Secured Accounts under the Waterfall is expected to be upstreamed to AS Roma from time to time if certain conditions under the Indenture are met. See "*Issuer Secured Account Waterfall*" and "*Description of the Notes— Affirmative Covenants—Priority of Payments Waterfall*". The cash that the Issuer collects in respect of the Indirect Media Cash Inflows and that Soccer collects in respect to the Direct Media Cash Inflows and the

Sponsorship and Other Cash Inflows is nonetheless reflected in Cash Inflows for the purpose of calculating the Cash Drawn for Debt Service.

The following table summarizes the cash flows of the Issuer for the fiscal years ended June 30, 2016, 2017 and 2018 and the nine months ended March 31, 2018 and 2019.

Issuer's Cash Flows Statement Data:

	For the fiscal year ended June 30,			For the nine months ended March 31,	
	2016	**2017**	**2018**	**2018**	**2019**
(in thousands of €)		***(Restated)[1]***		***(unaudited)***	
A. Cash flow from operating activities	16,540	(39,664)	25,092	24,892	35,744
B. Cash flows from investing activities	0	0	0	0	0
C. Cash flows from financing activities	(18,496)	38,414	(20,457)	(12,605)	(23,924)
Increase/(decrease) in cash and cash equivalents (A +B+C)	**(1,956)**	(1,250)	4,635	12,287	11,820
Cash at bank and on hand at the beginning of the period	9,352	7,396	6,145	6,145	10,780
Cash at bank and on hand at the end of the period	7,396	6,145	10,780	18,432	22,600

(1) During the nine month period ended March 31, 2019, management has re-assessed the classification and presentation of its statement of cash flows and has concluded that it was necessary to reclassify certain cash flows that had previously been included as cash flows from financing activities to cash flows from operating activities in each of its financial statements for the fiscal years ended June 30, 2018, 2017 and 2016, respectively. These restatements related to a combination of (i) certain trade and other receivables/payables between the Issuer, AS Roma and Soccer, which had previously been disclosed in financing activities being reclassified to operating activities and (ii) the adjustment of dividends accrued but not yet paid, which had previously been disclosed in financing activities as dividends paid. The restatement of these items had no effect on cash and cash equivalents, net profit or the statement of financial position in any period. For further information see Note 1 to the Issuer Financial Statements.

Cash Flow from Operating Activities

For the nine months ended March 31, 2019, the cash flow from operating activities was €35.7 million, an increase of €10.9 million compared to €24.9 million for the nine months ended March 31, 2018.

For the fiscal year ended June 30, 2018, the cash flow from operating activities was €25.1 million, an increase of €64.8 million when compared to the cash outflows of €39.7 million for the fiscal year ended June 30, 2017. Note that €60.5 million of the change from fiscal year 2017 to 2018 was the result of cash distributed to TeamCo in connection with the Existing Facility on June 22, 2017. The €60.5 million was broken into two components. €40.1 million was related to the repayment of outstanding intercompany debt from the Issuer to TeamCo relating to receivables assigned for deferred consideration, and the remaining €20.4 million created the Amended and Restated MediaCo/TeamCo Intercompany Loan Agreement.

For the fiscal year ended June 30, 2017, the cash flow from operating activities was an outflow of €39.7 million, a decrease of €56.2 million compared to the €16.5 million for the twelve months ended June 30, 2016.

Cash Flow from Investing Activities

There were no cash flows from investing activities for the financial periods presented.

Cash Flow from Financing Activities

For the nine months ended March 31, 2019, cash flow from financing activities were outflows of €23.9 million, a decrease of €11.3 million when compared to the outflows of €12.6 million for the nine months ended March 31, 2018.

For the fiscal year ended June 30, 2018, cash flow from financing activities were outflows of €20.5 million, a decrease of €58.9 million when compared to the cash inflows of €38.4 million for the fiscal year ended June 30, 2017. The decrease originated from the Existing Facility executed on June 22, 2017.

For the fiscal year ended June 30, 2017, cash flow from financing activities were inflows of €38.4 million, an increase of €56.9 million when compared to the cash outflows of €18.5 million for the fiscal year ended June 30, 2016.

Issuer Net Financial Position

The following table sets forth our Issuer Net Financial Position as of the dates indicated.

	June 30,			March 31,
	2016	2017	2018	2019
(in thousands of €)				*(Unaudited)*
Cash at bank and on hand	7,396	6,145	10,780	22,600
Current financial assets	0	20,448	16,883	7,570
Loan to parent company-current portion	0	0	0	0
Current financial assets	0	20,448	16,883	7,570
Bank loans-current portion	(13,391)	(5,288)	(16,588)	(16,312)
Current financial liabilities	(13,391)	(5,288)	(16,588)	(16,312)
Net current financial liabilities (incl. Cash)	(5,995)	21,305	11,075	13,859
Bank loans	(149,200)	(212,971)	(201,13)	(189,374)
Receivables for financial assets	187,795	218,038	234,226	251,142
Non-current financial liabilities (incl.Cash)	38,595	5,067	32,413	61,768
Issuer Net Financial Position [(1)]	32,599	26,373	43,487	75,627

(1) Issuer Net Financial Position is defined as the sum of liabilities related to bank loans and other financial liabilities, including the accrued interest charges and other financial expenses, minus cash at bank and on hand, current financial assets, the current portion of loans to AS Roma and financial assets. The table below sets forth a reconciliation of bank loans as reported in our financial statements to Issuer Net Financial Position:

As of March 31, 2019, our Issuer Net Financial Position was €75.6 million, an increase of €32.1 million since June 30, 2018. The increase was primarily attributable to the increase of the cash at bank and the financial assets.

As of June 30, 2018, our Issuer Net Financial Position was €43.5 million, an increase of €17.1 million since June 30, 2017. The increase was primarily attributable to the increase of the cash at bank and the financial assets.

As of June 30, 2017, our Issuer Net Financial Position was €26.4 million, as compared to €32.6 million since June 30, 2016. The decrease was primarily due to the increase of the bank loans, partially compensated by the increase of the financial assets.

Off-Balance Sheet Arrangements

We do not currently have any off-balance sheet arrangements.

Critical Accounting Policies and Estimates

The following section discusses the main accounting policies applied in the preparation of our financial statements. Our financial statements have been prepared in accordance with International Financial Reporting Standards and are dependent on the application of various estimates and assumptions. Such assumptions or estimates are based on our historical experience and currently drawn information. Actual results may differ significantly from such estimates in light of the uncertainty surrounding the assumptions and conditions upon which the estimates are based.

Management reviews estimates and assumptions on an ongoing basis and may modify these assumptions and estimates as appropriate. Therefore, the results of operations and financial position as reported in our financial statements may change significantly. The following is a discussion of what management believes to be the accounting policies which are most dependent upon the application of estimates and assumptions.

Change in International Financial Reporting Standards

The International Accounting Standards (IFRS) endorsed by the European Commission and effective on July 1, 2018 were applied in preparing financial statements. With reference to the new IFRS Standards in force, reference is made to the first application of IFRS 9 "Financial Instruments" and IFRS 15 "Revenues from contracts with customers", as from July 1, 2018. IFRS 16 is applicable as of January 1, 2019. Directors have not yet defined the approach that they intend to adopt amongst those permitted.

Recognition of Indirect Media Cash Inflows

Pursuant to Serie A regulations, contracts relating to broadcast and media rights for Serie A matches must be held by the Serie A team itself. As a result, AS Roma cannot directly assign its broadcast and media rights contracts for Serie A matches to us. Instead, AS Roma invoices the broadcasters for the Serie A broadcasting rights revenue owed to AS Roma and AS Roma has assigned the right to collect Serie A revenue to us, such that the broadcasters pay such revenue to us directly. Once the right to receive payment from the broadcasters has been assigned to us we report the right as a receivable on our balance sheet, and approximately two to four weeks later we collect the cash from the broadcasters. With regards to the UEFA rights, AS Roma invoices UEFA and UEFA pays AS Roma the broadcasting revenue owed

to AS Roma. AS Roma then assigns the revenue from UEFA broadcasts to us. We recognize the receivables related to Serie A and UEFA media revenues on our balance sheet on an accruals basis.

Revenue and Cost Recognition

On July 1, 2018, the Group elected to apply IFRS 15 retrospectively, by recognizing the cumulative effect of initially applying this Standard as an adjustment to the opening balance of retained earnings in Shareholders' Equity, as at July 1, 2018.

The fundamental steps for revenue recognition according to the new model are as follows:

- identify contracts with the customer;
- identify the performance obligations of the contract;
- determine the transaction price of the contract;
- allocate the transaction price to each of the separate performance obligations; and
- recognize the revenue as each performance obligation is satisfied.

Non-refundable up-front fees are fully recognized in the profit and loss account as incurred. Operating costs, financial income and charges are accounted for on the profit and loss account on an accruals basis.

Income Tax

Taxes are allocated on an accruals basis. They represent the provisions for paid tax or tax to be paid for the year, calculated according to current rates and regulations. We also have a tax consolidation agreement with AS Roma. See "*Certain Relationships and Related Party Transactions—Tax Consolidation Agreement*".

Deferred Tax Liabilities and Assets

Deferred tax liabilities and assets emerge when the individual items are recognized for taxation purposes in different periods than their accounting recognition period. Specific provisions to deferred tax funds are made based on temporary differences. Assets from prepaid taxes and any benefits on reportable tax losses are accounted for if there is reasonable certainty of future taxable income sufficient to recover them. Both are calculated applying the current tax rate at the presumable realization date. For subsequent taxation periods after the one in progress on December 31, 2016, the IRES rate will be reduced from 27.5% to 24%.

Impairment of Tangible and Intangible Assets

At each reference date, tangible and intangible assets are analyzed to identify any indicators of impairment (an "impairment test"). If these indicators are present, the recoverable value of the assets in question is estimated, allocating any write-down to the profit and loss account. The recoverable value of an asset is the higher of its fair value and the value in use, where this corresponds to the estimated future cash flows for the asset. In the calculation of the value in use, the expected future cash flows are discounted at a discount rate which reflects the current market value of the cost of money, in relation to the investment period and the specific risks of the asset. Impairment is recorded on the profit and loss account if the book value of the asset is higher than the recoverable value. If the reasons for a previous write-down cease to exist, the book value of the asset, with the exception of goodwill, is restored on the profit and loss account, within the limits of the net book value which the asset would have had without write-down and if depreciation has been applied. The assumptions used to forecast revenues and the relative cash flows consider the revenues consistently with prudent forecasts of sports results.

Use of Estimates

The preparation of financial statements and the Notes based on application of the IFRS requires that Directors use estimates and assumptions that have an effect on assets and liabilities and on the disclosure of potential assets and liabilities at the reporting date. The estimates and assumptions used are based on experience and other factors considered material. The final results may differ from these estimates. The estimates and assumptions are periodically reviewed and the effects of every variation are reflected immediately in the profit and loss account or shareholders' equity for the reporting period when the estimate was made.

Quantitative and Qualitative Disclosure About Market Risk

We are exposed to various market risks in the normal course of business, particularly market risks related to (i) credit risk, (ii) interest rate risk, (iii) liquidity risk, (iv) risk associated with contractual covenants, (v) risk associated with revenue concentration and (vi) risk associated with the general economic situation.

Credit risk

The Company does not have a significant concentration of credit risk and has adopted appropriate procedures to minimize exposure to this risk.

More specifically, receivables from proceeds generated by the licensing of audio-visual rights that have been marketed in a centralized manner by the Italian Football League starting from the 2010-2011 financial year are not secured by guarantees. However, in light of the long-standing experience and high standing of the Issuers in question, significant insolvency risks are not foreseen. The remaining unsecured receivables, which are an insignificant part of the overall pool of Receivables, are monitored by the Company, which assesses the risks of collection by also specifically making provision for bad debts.

Interest rate risk

There are no interest rate risks for the medium/long-term loans disbursed under the loan agreement signed with Goldman Sachs International and Unicredit S.p.A., as last amended on 22 June 2017, since they are substantially regulated at a fixed rate (which are variable but have a minimum pre-established value). We do not believe that there are interest rate risks (even though such interest rates are variable) for other financial instruments, which mainly consist of credit lines opened on current bank accounts and factoring advances, since there is a limited timeframe within which to repay them and the interest rates are stable. Therefore, there is no need to present a sensitivity analysis on the effects that could be generated on the profit and loss account and on the shareholders' equity account by an unexpected and unfavorable change in interest rates.

Liquidity risk

The liquidity risk is the risk that the drawn financial resources might not be sufficient to cover maturing obligations. The Company manages the liquidity risk by trying to maintain a constant balance between sources of funding generated from current operations and from the use of financial resources provided by credit institutions and from the use of the drawn cash, fulfilling the objectives set by its economic-financial budget. Cash flows, financial needs and liquidity are constantly monitored, with a view to ensuring that resources are managed in an effective and efficient manner.

In particular, the possibility of meeting its ordinary cash flow needs might be subject to the mechanism to use cash at bank and in hand provided in the Loan Agreement entered into on February 2015 with Goldman Sachs and Unicredit, as "Mandated Lead Arranger and Bookrunner", as amended by the Amendment Agreement of June 2017. The Loan Agreement provides a mandatory mechanism of use of proceeds and cash at bank and in hand to guarantee the good performance of the undertaken obligations, that is defined through the assignment without recourse of receivables or through MediaCo being conferred mandate to collect all receivables assigned without recourse or as guarantee and therefore collect any payment made by, or on behalf of, AS Roma's and Soccer's debtors, concerning in particular the TV rights related to Serie A championship and European competitions, licensing and sponsorships activities, as well as the "direct media rights", whose activities are linked to the TV channel "Roma TV" and the radio channel "Roma Radio", as well as other activities carried out on digital platforms (e.g., website, Facebook, Twitter, WeChat, Instagram, YouTube, Pinterest, Giphy, Weibo). Under this mechanism provided by the contract, use of Company's cash at bank and in hand may by temporarily restricted, with negative effects on the cash at bank and in hand necessary to meet the immediate cash flow needs, so as to prevent payment of debts at due dates, which, in the specific case of payables towards football clubs for transferred players, and salaries, including taxes and social security withholdings, accrued vis-à-vis staff registered with the Company, can negatively affect the issuance of the National License, to register for Serie A Championship, and of the UEFA License, to register for European competitions.

Risk associated with revenue concentration

Our revenue originate exclusively from the business unit lease agreement in force with the parent company Soccer and the collection of the rent therefore depends on Soccer's assets.

Soccer's assets, overall related to the commercial use of the AS Roma trademark, are in turn strictly related to the results of the sport performances and results obtained by the First Team of AS Roma at the competitions in which it participates during the financial year.

Risk associated with the general economic situation

The Company's economic and financial situation is influenced by several elements that compose the macro-economic framework, including the increase or decrease of the gross national product, the level of consumer and business confidence, the cost of raw materials and the unemployment rate of the country.

Such elements affect AS Roma and Soccer's ability to generate financial flows that, as a result of the assignment of receivables as surety, are intended for the Company and aimed at covering the debt originating from the Loan Agreements.

INDUSTRY

The market data and certain economic and industry data and forecasts used in this section were obtained from publicly available information, independent industry publications and reports prepared by trade associations and industry consultants. In particular, the cited information used in this section is derived from CSL, an industry consultant, Deloitte LLP, KPMG, UEFA, Transfermarkt and Brand Finance. The CSL Report was prepared specifically for us in connection with the Refinancing Transactions and is appended to this Offering Memorandum as Annex B. The Deloitte LLP report, the UEFA report, as well as data from Transfermarkt and Brand Finance, were not prepared specifically for us and relate to general industry analysis. Industry publications, surveys and forecasts generally state that the information contained therein has been obtained from sources believed to be reliable, but the accuracy and completeness of such information is not guaranteed. While we believe that each of these studies and publications is reliable, neither we nor the Initial Purchasers have independently verified such data and cannot guarantee its accuracy or completeness.

Format of European Football Competitions

Italian Competitions

Serie A

Serie A is the league of the top 20 football clubs in Italy. Every season, each club plays each of the other clubs twice, once at home and once away. In the first half of the season (the "Andata"), each club plays once against each opponent, for a total of 19 games. In the second half of the season (the "Ritorno"), the clubs play in exactly the same order as in the Andata but with home and away games reversed. Three points are awarded for a victory, one for a draw and nil for a defeat.

At the end of each season, the clubs are ranked in order of points and the bottom three clubs are relegated to Serie B. The top four clubs in Serie A qualify directly for the UEFA Champions League group stage. Clubs finishing fifth and sixth qualify for the UEFA Europa League, together with the club finishing seventh if the Coppa Italia winner qualified to any of the UEFA competitions as a result of their Serie A ranking.

Serie A, as it is known as at the date of this Offering Memorandum, was created in 1929. In 2010, Serie A clubs split from Serie B clubs thereby creating two separate government bodies for the two leagues. The current Serie A title holder is Juventus.

Since the league's inception in 1929, AS Roma has been relegated only once and has taken part in Serie A every season since the 1952/1953 season.

Serie B

Serie B is the league immediately below Serie A and is made up of 20 clubs in the 2019/2020 season (as opposed to 19 clubs in the 2018/2019 season). During each season, clubs play each other twice, at home and away. In the Andata, each club plays once against each opponent for a total of 21 games. In the Ritorno, each club plays in exactly the same order as in the Andata but with home and away games switched. Three points are awarded in case of victory, one for draw and nil for a defeat.

Three clubs are promoted to Serie A each year. The top two clubs are automatically promoted to Serie A, whereas the third club to be promoted will be either the third-ranked team, if it finished the season with at least 14 points more than the next club in the rankings, or the winner of a play-off round involving the third- to sixth-ranked clubs. The three bottom clubs are automatically relegated to Lega Pro, the league immediately below Serie B, and the fourth club to be relegated will be either the 17th ranked club, if it finished the season with five or more points behind the 16th ranked club, or, if that is not the case, the losing team of a play-off match involving the 16th and 17th ranked clubs. Brescia is the current title holder of Serie B.

Coppa Italia

The Coppa Italia competition is a tournament-style competition in which Italian professional league clubs from every division face one another in matches contested throughout the course of the season. The winning club automatically qualifies for the UEFA Europa League. If the winners have already qualified for the UEFA Champions League or UEFA Europa League as a result of their Serie A ranking, or are not entitled to play in UEFA competitions for any reason, the place goes to the next highest placed team in the league table. The winning club also automatically qualifies for the Supercoppa Italiana. If the winners have already qualified for the Supercoppa Italiana as a result of winning the Serie A, the place goes to the Coppa Italia runner-up. The competition was first held in 1922. SS Lazio is the current title holder.

AS Roma is the second most successful club in this competition with 9 wins and 17 finals played.

European Competitions

UEFA Champions League

The UEFA Champions League is a European club competition organized by UEFA, which includes the top clubs from European domestic leagues. The number of available positions for each domestic league in the UEFA Champions League depends upon the overall UEFA ranking of each domestic league, which is based on the performance of the clubs from each domestic league in previous UEFA competitions.

According to the new UEFA club competition rules, which became effective from the 2017/2018 season, the top four clubs from the four highest ranked domestic leagues will directly enter the UEFA Champions League group stage. As at the date of this Offering Memorandum, Italy is ranked third in the UEFA association club coefficient ranking, behind Spain (first) and England (second). As a result, Serie A is granted four places in the 2018/2019 UEFA Champions League. UEFA Champions League and UEFA Europa League winners are automatically admitted to the following season's UEFA Champions League competition. No domestic league is permitted to enter more than five clubs; in the event more than five clubs from one single domestic league are entitled to participate in the UEFA Champions League, the fourth ranked club in the domestic league will be transferred to the UEFA Europa League.

The UEFA Champions League has a 32-club group stage leading to a 16-club knockout phase. Third ranked clubs in each group proceed to the UEFA Europa League's round of 32.

The UEFA Champions League first took place in 1956. Liverpool is the current title holder.

UEFA Europa League

The UEFA Europa League (previously known as the UEFA Cup) is a European club cup competition organized by UEFA. The number of available positions for each domestic league in the UEFA Europa League depends upon the overall UEFA ranking of each domestic league, which is based on the performance of the clubs from each domestic league in previous UEFA competitions.

As at the date of this Offering Memorandum, Serie A is granted three places, which are awarded to the Coppa Italia winner and to the clubs finishing fifth and sixth in Serie A. While the Coppa Italia winner and the fifth ranked team in Serie A proceed directly to the group stage of the UEFA Europa League, the sixth placed team moves to the playoff round. In the event that the Coppa Italia winner qualifies for the UEFA Champions League or the UEFA Europa League as a result of its finishing position in Serie A, the seventh ranked team in Serie A will qualify to participate in the play-off round of the UEFA Europa League. If the UEFA Europa League titleholder, who is admitted to the UEFA Champions League, qualifies for the UEFA Europa League through one of its domestic competitions, the number of places to which its domestic league is entitled in the UEFA Europa League is decreased by one.

A club may also qualify for the UEFA Europa League if, when participating in the UEFA Champions League, it is knocked out of the qualifying round and the group stage. The current regulations provide for clubs who finish third in their group in the UEFA Champions League group stage to enter the UEFA Europa League at the round of 32 stage, the clubs who are eliminated at the UEFA Champions League last playoff round to enter the group stage of the UEFA Europa League and the clubs who are eliminated at the UEFA Champions League third qualifying round to enter the playoffs for the UEFA Europa League.

The UEFA Europa League has a 48-club group stage leading to a 32-club knockout phase. This involves an initial round of 32, a round of 16, quarter finals, semi finals and the final.

The UEFA Europa League first took place in 1972. Chelsea is the current title holder.

Commercial Aspects of European Football

Popularity of European Football and Serie A

European professional football is one of the leading spectator sports in the world. Events such as the 2018 FIFA World Cup Final, the Euro 2016 Final and the 2018 UEFA Champions League Final have a significantly higher number of global viewers than any other sport, including American sports events such as the National Football League Super Bowl.

Total Global Viewers

2018 FIFA World Cup Final	884 m
UEFA Euro 2016 Final	300 m
UEFA Champions League Final 2018	200 m
Super Bowl LIII 2019	98 m

Source: league & network reports

Serie A is one of the most popular European domestic leagues. Within Europe, Serie A's popularity is backed by its strong track record of UEFA titles. Serie A ranks second among the major European domestic leagues in number of UEFA titles after the Spanish LaLiga, with its clubs having won 30 UEFA titles, including 12 UEFA Champions League titles (qualifying for the final 28 times in 64 years of the tournament's existence), 9 UEFA Europa League titles and 9 UEFA Super Cup titles. As at the date of this Offering Memorandum, Serie A ranks third in the UEFA Association Club ranking after the Spanish LaLiga and the English Premier League, with four places granted to Serie A clubs in the UEFA Champions League.

Serie A Track Record (of UEFA Titles)

League	Champions League	Europa League	Super Cup	TOTAL
LaLiga (ESP)	18	11	15	44
Serie A (ITA)	12	9	9	30
Premier League (ENG)	13	9	7	29
Bundesliga (GER)	7	6	1	14
Ligue 1 (FRA)	1	0	0	1

Source: UEFA

Within Serie A, AS Roma is one of the league's most popular and successful clubs. AS Roma has a strong track record of match attendance, averaging 38,621 spectators at Stadio Olimpico during the 2018-2019 season (the fourth highest attendance in Serie A), compared to an average Serie A attendance excluding AS Roma of 24,528 spectators. AS Roma has won Serie A three times and the Coppa Italia nine times, and has played over 260 UEFA club competition matches over its history.

Sources of Revenue

Within the football industry, the main sources of revenue can be classified under three main categories: (i) matchday, (ii) broadcasting/media and (iii) commercial/sponsorship. In the 2017/2018 season, Serie A generated €2.2 billion in combined matchday, broadcast and sponsorship and other commercial revenue, making it the fourth highest European league in terms of generated revenue and representing a significant 30 per cent growth from Serie A league revenues generated during the 2012-13 season. Serie A generates the third highest broadcasting revenues of European domestic leagues, but considerable room for growth exists in both matchday and commercial revenues compared with the domestic leagues in Spain, Germany and England.

2017-18 Revenue Sources by League (€m)

League	Matchday	Broadcast	Sponsorship & Other Commercial	TOTAL
Premier League (ENG)	757	3,210	1,473	5,440
Bundesliga (GER)	538	1,248	1,382	3,168
LaLiga (ESP)	510	1,609	954	3,073
Serie A (ITA)	257	1,294	666	2,217
Ligue 1 (FRA)	191	791	710	1,692

Source: CSL Report

Matchday Revenue

Matchday revenue refers primarily to the sale of single match tickets and season tickets for fans to attend matches in person. Additional matchday revenue streams include hospitality, food and beverage, merchandise and other ancillary in-stadium sales.

Broadcast Revenue

Sports, whether broadcast live, near live or broadcast as highlights, represent an important programming element for television broadcasters. By segmenting the football rights into live, near live and highlights, rights holders are able to maximize broadcast revenue from football.

According to the CSL Report, broadcast rights have increased for major European leagues. As an example, according to Deloitte LLP, the English Premier League broadcast revenues were worth €3.2 billion in 2017-2018, representing a 25% increase over the previous cycle. Spanish LaLiga's €1.6 billion in broadcast revenues represent an approximate 31% increase over the previous broadcast cycle, while the German Bundesliga's €1.2 billion in broadcast revenues represented an approximate 30% increase over the previous cycle.

Live football represents a key component of premium subscription television. The terms of the last renewal of the international broadcasting rights demonstrate the increased interest in live Italian football over recent years. This trend is also underpinned by the following factors:

- Participation by some of the world's top football players playing for Italian clubs in Serie A, including international football star Cristiano Ronaldo;
- Recent positive track record of Italian clubs in the European competition reaching the final rounds of the UEFA Champions League;
- Promotional initiatives such as international summer tours to expand Italian football penetration abroad; and,
- An increasingly competitive media landscape that continues to drive premiums for broadcast rights to live sports as guaranteed content and viewers allow broadcasters and new media entities to secure a market presence.

Broadcasting rights agreements between domestic football leagues and broadcasters are usually contracted for multi-year periods, providing a certain degree of revenue visibility to football clubs.

Sponsorship and Other Commercial Revenue

Football clubs and associations such as UEFA and Serie A have also experienced growth from sponsorship revenues as corporate sponsors look for opportunities to align their brand with the top football clubs in the world and to develop more innovative and creative forms of advertising. Because sponsorship requires limited incremental costs relative to the amount of revenue generated, it is an attractive source of revenue for football clubs.

Some of the key drivers of the growth in commercial and sponsorship revenues among European football clubs include premium rates paid for strong sports brands, particularly for internationally recognized clubs (see *"—Main Sponsorships*") and strong following of European football by fans outside Europe. Clubs such as AS Roma that are located in cities with a high concentration of corporate offices and headquarters benefit from increased corporate sponsorships. European professional football is one of the leading spectator sports in the world and as such is able to attract commercial revenue from sponsorship, merchandising and licensing. Fans associate themselves with their favorite clubs through a wide variety of sports equipment and memorabilia such as shirts, footballs, other branded merchandise and items featuring particular star players, which makes football sponsorship attractive to businesses.

Media Rights

Serie A generates the third highest broadcasting revenues of football leagues in Europe, as shown in the table on the following page.

Estimated Broadcast Rights Revenue By League (€m)

League	2013-2014 Total	2014-2015 Total	2015-2016 Total	2016-2017 Total	CAGR
Premier League (ENG)	1.92	2.16	2.27	2.91	14.9%
LaLiga (ESP) ….	0.74	0.73	0.94	1.25	19.1%
Serie A (ITA)	0.89	0.95	1.01	1.10	7.3%
Bundesliga (GER)	0.58	0.65	0.75	0.82	12.2%
Ligue 1 (FRA)	0.51	0.50	0.50	0.62	6.7%

Source: UEFA Club Licensing Benchmarking Volumes 6-10

Note: Total revenues are derived from a combination of both the domestic and international broadcast rights.

UEFA's estimates are based on data from leagues, forecasted exchange rates and other sources. The figures illustrate the significant growth in broadcast rights revenues, although as estimated figures they may not reflect the actual values and are therefore provided for illustrative purposes only.

A significant growth in broadcast rights revenues can be observed since the 2013/2014 season for all leagues, although certain leagues, including the Spanish LaLiga and the English Premier League, have experienced higher growth than others.

Serie A Media Rights Distribution

For Serie A, Media rights are divided between domestic and international rights. Both set of rights follow 3-year cycles, with the current cycle expiring at the end of the 2018-2021 season and the next cycle set for 2021-2024.

Serie A's broadcast revenue is determined by multi-year contracts between LNP and the broadcasters and is then allocated among Serie A clubs. The allocation mechanism provides for the total amount to be divided among the clubs by the formula set out below:

Domestic / International Rights		
Equal Share		50%
Club Support		20%
Stadium Attendance	12%	
Television Viewership	8%	
Club Performance		30%
Last Season Result	15%	
Last 5 Seasons Performance	10%	
Club History	5%	

Source: Management

On October 10, 2017, LNP announced that international Serie A broadcasting rights for the 2018/2021 seasons had been sold to IMG for €371.0 million per season, approximately double the annual amount paid for the previous season. This agreement is reportedly the third highest international deal after the English Premier League and Spanish LaLiga. Serie A international broadcast revenues have increased from €91.0 million per season for the 2010/2011 and 2011/2012 seasons to €371.0 million per season for the 2018/2019 through 2020/2021 seasons, a CAGR of approximately 15%.

On October 10, 2017, LNP announced that domestic Serie A broadcasting rights for the 2018/2021 seasons had been sold to Sky Italia and Perform for €973 million per season, approximately 130% the annual amount paid for the previous season, which can increase by an additional €150 million each year based on the buyers' results in terms of subscriptions and revenues. Serie A domestic broadcast revenues have increased approximately 30% from €945 million per season for the 2014/2015 through 2017/2018 seasons to €973 million per season for the 2018/2019 through 2020/2021 seasons. For a discussion of the rules and regulations governing TV rights distributions, see "*Regulation—Decree Nine, as amended by the Pacchetto Lotti*" and "*Issuer's Business—Our Inflows Drivers—Media—Indirect Media Cash Inflows—Serie A*".

UEFA Media Rights Distribution

UEFA broadcast rights revenue distributions follow 3-year cycles. The new distribution for 2018-2021 is summarized in the table below. For further discussion, see "*Issuer's Business—Our Inflows Drivers—Media—Indirect Media Cash Inflows—UEFA*".

	Champions League	**Europa League**
Starting Fee	25%	25%
Performance	30%	30%
Market Pool	15%	30%
Coefficient[1]	30%	15%
Total	100%	100%

Source: UEFA

[1] Coefficient reflects a calculation based on performance over the past 10 seasons as of the 2018/2019 distribution system.

Of the estimated gross commercial revenue for the 2019/2020 season, the total amount available for distribution to participating clubs in 2019/2020 will be €2.55 billion—of which €2.04 billion will go to clubs in the UEFA Champions League and UEFA Super Cup, and €510 million to clubs in the UEFA Europa League.

In addition, of the estimated gross amount of €3.25 billion, some 9.1% (€295 million) will be used to cover organizational or administrative competition-related costs, 7.0% (€27.5 million) will be allocated to solidarity payments and 5.5% (€177.5 million) will be reserved for European football and remain with UEFA.

According to the CSL Report, the pool from which UEFA club championship (i.e. Champions League, Europa League and Super Cup) distributions are derived has increased significantly from 2012/2013 to 2018/2019 by a CAGR of approximately 13.2%.

UEFA Champions League

For the 2018/19 season, broadcast rights revenue allocations by UEFA were as follows:

UEFA Champions League Broadcast Rights Revenue 2018-2019

Play-offs	€	30
Participation Bonus	€	488
Performance-Based Coefficient Bonus	€	585
Market Pool	€	292
Group Performance	€	267
Round of 16	€	152
Quarter-Finals	€	84
Semi-Finals	€	48
Final	€	34
Total	€	1,980

Source: CSL Report

In the 2018/2019 season, Liverpool received the most revenue of all European clubs (€97.6 million) due to their championship finish. In the 2018/2019 season, AS Roma received €45.0 million for their participation up to the round of 16, including market pool receipts. Of the other Italian clubs, Juventus received €76.0 million, Inter Milan received €41.8 million and Napoli received €40.2 million after the latter two moved to the UEFA Europa League after placing third during the group stage.

The rules of the competition are considered to be a contract between clubs and UEFA (which negotiates agreements for the sale of rights to different broadcasters) in relation to the distribution of UEFA Champions League broadcasting income as outlined above. The exact distribution to the clubs is published by UEFA annually. Therefore, no assurance can be given about the exact split of income for any future Champions League competition

UEFA Europa League

UEFA is the owner of the media rights for its competitions. UEFA is also the owner of commercial rights from the round of 32 to, and including, the final, however member associations and their affiliated organizations or clubs are authorized to exploit the commercial rights (other than the media rights) of the home group stage matches which take place under their respective auspices subject to certain rights granted by UEFA.

For the 2018/2019 season, the allocations by UEFA were as follows:

UEFA Europa League Broadcast Rights Revenue 2018-19

Participation Bonus	€	140
Performance-Based Coefficient Bonus	€	84
Market Pool	€	168
Group Performance	€	100
Round of 32	€	16
Round of 16	€	18
Quarter-Finals	€	12
Semi-Finals	€	10
Final	€	13
Total	€	560

Source: CSL Report

In the 2018/2019 season, SL Benfica received the most revenue of all clubs that participated in the Europa League (€52.4 million) due to their Champions League group stage participation and quarter-finals Europa League finish. Of those clubs only participating in Europa League, Chelsea received the most revenue (€24.4 million) due to their championship performance. Of the Italian clubs that only participated in Europa League, AC Milan and Lazio each received €8.0 million and Atalanta received €0.84 million.

The rules of the competition are considered to be a contract between clubs and UEFA (which negotiates agreements for the sale of rights to different broadcasters) in relation to the distribution of Europa League broadcasting income as outlined above. The exact distribution to the clubs is published by UEFA annually. Therefore, no assurance can be given about the exact split of income for any future Europa League competition.

Sponsorship Rights

AS Roma is well positioned in Serie A due to the market characteristics of Rome. Rome is generally well above the Serie A average in terms of size and demographic characteristics. According to the CSL Report, Rome ranks second highest amongst Italian markets, with approximately 9,500 companies with annual revenues over €1.0 million and 10 or more reported employees. Major corporations headquartered in the Rome metro area include Enel, Eni, Rai, Leonardo, Telecom Italia and Fendi. Additionally, relative to other Serie A clubs, according to the CSL Report, Rome ranks first in terms of city population and second in terms of metropolitan area population.

Match attendance indicates a sign of fan base strength, which in turn influences sponsorship for a club. AS Roma has consistently ranked as the fourth club in Italy by attendance, outperforming the Serie A average each year over the last five years.

Average Attendance (Announced) 2018-2019

Rank	Club	Total Attendance	Average Attendance
1	Inter Milan	1,116,991	58,789
2	AC Milan	1,038,369	54,651
3	Juventus	744,667	39,193
4	**AS Roma**	**733,799**	**38,621**
5	Lazio	700,416	36,864
6	Fiorentina	591,299	31,121
7	Napoli	551,000	29,000
8	Genoa	412,984	21,736
9	Torino	406,315	21,385
10	Bologna	403,503	21,237
11	Udinese	385,985	20,315
12	Samporida	384,997	20,263
13	Atalanta	347,396	18,284
14	Parma	313,918	16,522
15	Cagliari	292,581	15,399
16	SPAL	257,526	13,554
17	ChievoVerona	247,684	13,036
18	Frosinone Calcio	239,248	12,592
19	Sassuolo	239,248	12,592
20	Empoli	180,614	9,506

Main Sponsorships

Sponsorship is an important source of revenue for European football clubs, and the shirt and technical kit sponsorship rights represent the main sources of revenue.

Qatar Airways has been AS Roma's "Official Main Sponsor" since the 2018/2019 season and holds shirt sponsorship rights (front) through the 2020/2021 season. Nike has been AS Roma's "Technical Sponsor" (which involves providing the team's kit and other apparel) since 2013 and their current contract is in place through the 2023/2024 season.

For the fiscal year ended June 30, 2018, AS Roma's revenue under the Qatar Airways contract was €11.0 million and under the Nike agreement was €5.1 million. For further discussion, see "*Issuer's Business—Our Inflows Drivers—Sponsorships—Kit Sponsors*".

Reported kit revenue across European football is summarized in the table below. As shown, AS Roma's €5.1 million in annual kit revenue ranks 20th among top 20 European clubs, which generate an average of €35.1 million annually. Clubs are continuing to realize large increases in the value of their kit partnerships. Real Madrid recently renewed its partnership with Adidas that will pay the club approximately €111 million annually for 10 years beginning in 2020, nearly doubling their current kit deal. In addition, Arsenal will begin a new five-year deal with Adidas in 2019-2020 that will pay approximately €68 million per season, nearly a 50% increase, while Manchester City will receive approximately €50.6 million annually from Puma in a new 10-year deal that is three times higher than revenue generated from kit sponsorship as at the date of this Offering Memorandum.

Kit Manufacturer Overview

Club	Company	Reported Annual Value (€m)
FC Barcelona	Nike	160.4
Manchester United	Adidas	103.4
Chelsea	Nike	69.1
Bayern Munich	Adidas	58.6
Real Madrid	Adidas	57.9
Arsenal	Puma	45.5
Tottenham Hotspur	Nike	34.5
Liverpool	New Balance	29.2
Paris Saint-Germain	Nike	24.2
Juventus	Adidas	22.7
AC Milan	Puma	20.7
Manchester City	Nike	16.1
Inter Milan	Nike	10.9
Newcastle United	Puma	10.3
Schalke 04	Umbro	8.3
Borussia Dortmund	Puma	7.3
Atletico Madrid	Nike	7.0
Everton	Umbro	6.0
West Ham United	Umbro	5.5
AS Roma	Nike	5.1
Average		35.1

Source: CSL Report

In terms of shirt sponsorship, most of the top 20 clubs showed reported shirt sponsorship revenue growth from their previous deals, with many experiencing increases of over 50% from previous deals.

Shirt Sponsorship Overview

Club	Past Annual Shirt Revenue (€m)	Current Annual Shirt Revenue (€m)	Growth (%)
Real Madrid	40.0	70.0	75
Manchester United	25.1	65.0	159
Paris Saint-Germain	25.0	50.0	100
FC Barcelona	30.0	47.0	57
Chelsea	22.6	45.3	100
Arsenal	34.0	45.0	32
Liverpool	34.0	45.0	32
Manchester City	25.1	44.7	78
Bayern Munich	33.2	42.0	27
Tottenham Hotspur	19.0	28.4	49
Average			71

Source: CSL Report

According to the CSL Report, several clubs have also pursued additional revenue streams through sleeve sponsorship, including Manchester City FC, Chelsea FC, FC Barcelona, Liverpool FC, FC Schalke 04, West Ham United FC, Leicester City FC and Borussia Dortmund, among others. However, unlike the teams listed above, Serie A prohibits its teams from entering into sleeve sponsorships at this time. In lieu of such shirt sleeve sponsorship, AS Roma has a back-of-shirt sponsorship agreement with Hyundai worth €3.0 million annually from 2018-2019 to 2020-2021 which is the second-highest in Serie A behind Juventus' €5.0 million agreement with Cygames.

ISSUER'S BUSINESS

Overview

ASR Media and Sponsorship S.p.A. was formed in 2014 in connection with the contribution to it by AS Roma and Soccer of their business relating to media, broadcast and sponsorship rights, AS Roma's historical media archives and the intellectual property rights relating to the AS Roma brand.

We generated Cash Inflows of €229.5 million and Cash Drawn for Debt Service of €213.3 million for the twelve months ended March 31, 2019. We generate Cash Inflows through two principal business activities, media and sponsorships.

Our Inflows Drivers

We generate Inflows through two principal business activities: media and sponsorships.

Media

We generate Media Cash Inflows through Direct Media Cash Inflows and Indirect Media Cash Inflows. Our Media Cash Inflows were €163.6 million, €135.9 million and €181.2 million for the fiscal years ended June 30, 2016, 2017 and 2018, respectively, which constituted 90.3%, 86.5% and 88.4% of our Total Inflows for the fiscal years ended June 30, 2016, 2017 and 2018, respectively. Our Media Cash Inflows for the nine and twelve months ended March 31, 2019 were €136.4 million and €189.8 million respectively.

Direct Media Cash Inflows

We generate Direct Media Cash Inflows through the licensing of AS Roma's archive content, from our subscription-based television channel, Roma TV, and from our FM radio station, Roma Radio. Our Direct Media Cash Inflows were €10.3 million, €8.9 million and €8.4 million for the fiscal years ended June 30, 2016, 2017 and 2018, respectively, which represented 5.7%, 5.7% and 4.1%, respectively, of our Total Inflows. Our Direct Media Cash Inflows for the nine and twelve months ended March 31, 2019 were €5.96 million and €7.6 million respectively.

Archive Content Rights

Decree Nine (the so called "Melandri Decree") provides that public television and radio broadcasting rights for Serie A matches must be sold on a centralized basis. As a result, until midnight of the eighth day after Serie A matches are played, domestic broadcasting rights are jointly owned by LNP and the playing clubs, and LNP negotiates all domestic and international broadcasting rights for these matches and allocates the resulting revenue among the 20 league member clubs in accordance with resolutions that are passed by the league. After midnight of the eighth day after Serie A matches have been played, clubs are able to freely market the archive content of their home matches.

On July 1, 2018, Soccer entered into the Sky Library Agreement with respect to archive rights in relation to matches played in Serie A, Coppa Italia or Supercoppa Italiana in Italy, and with respect to certain marketing rights. All revenues received by Soccer under the Sky Library Agreement are paid into the Issuer's Cash Inflows Account, directly or (up to the date it is closed, in any case by no later than 90 days after the Issue Date) through the Interim Account, either in satisfaction of payment obligations of Soccer to the Issuer (by way of the lease rental payment due to the Issuer under the Lease Agreement or to pay interest and/or principal under the Amended and Restated MediaCo/Soccer Loan Agreement) or by way of funding a new subordinated loan from Soccer to the Issuer (under the Amended and Restated Subordinated Loan Agreement).

Roma TV

Decree Nine (the so called "Melandri Decree") gives each individual club the right to enter into direct agreements with pay-TV for broadcasting content other than live matches. As at the date of this Offering Memorandum, we own and operate Roma TV, a subscription-based, pay-TV channel, which broadcasts a wide variety of AS Roma-related content, including news, highlights from matches, time-delayed match footage, and other programs devoted to player profiles, interviews, past and present players and match analysis.

Sky Italia has been granted the exclusive license to distribute Roma TV via pay-TV in Italy, Vatican City, San Marino, Monte Carlo, Switzerland (Italian-language territories), Koper and Malta pursuant to the Sky Media Agreement entered into on July 1, 2018 with Soccer. All revenues received by Soccer under the Sky Media Agreement are paid into the Issuer's Cash Inflows Account, directly or (up to the date it is closed, in any case by no later than 90 days after the Issue Date) through the Interim Account, either in satisfaction of payment obligations of Soccer to the Issuer (by way of the lease rental payment due to the Issuer under the Lease Agreement or to pay interest and/or principal under the Amended and Restated MediaCo/Soccer Loan Agreement) or by way of funding a new subordinated loan from Soccer to the Issuer (under the Amended and Restated Subordinated Loan Agreement). Soccer is the editor of Roma TV and is responsible for monitoring and supervising the channel's audio-video content.

Roma Radio

As at the date of this Offering Memorandum, we own and operate Roma Radio, an FM radio channel providing daily national and international radio streaming on a variety of AS Roma-related content, including news, highlights from matches, exclusive interviews and live match commentary.

Indirect Media Cash Inflows

We generate Indirect Media Cash Inflows from certain broadcasting rights revenue generated by AS Roma, the receivables of which have been assigned to us. We recognized Indirect Media Cash Inflows of €153.3 million, €127.0 million and €172.9 million for each of the fiscal years ended June 30, 2016, 2017 and 2018 respectively, which constituted 84.6%, 80.8% and 84.3%, respectively, of our Total Inflows. Our Indirect Media Cash Inflows for the nine and twelve months ended March 31, 2019 was €130.4 million and €182.2 million respectively. See "*Management's Discussion and Analysis of Financial Condition and Results of Operations of the Issuer—Key Factors Affecting Our Results of Operations—Direct and Indirect Media Cash Inflows—Indirect Media Cash Inflows*".

Serie A

Since June 2011, the LNP has contracted with Infront for Infront to act as LNP's exclusive media rights advisor in respect of domestic and international broadcasting rights for Serie A matches. Pursuant to this agreement, Infront coordinates the marketing and sale of Serie A media rights to domestic and international broadcasters.

Infront sold the domestic broadcasting rights for the 2015-2018 Serie A seasons to Sky Italia (the satellite broadcaster) and R.T.I. S.p.A. (the digital broadcaster), and the portion of the contract associated with the 2017/2018 Serie A season was worth €974.2 million. Internationally, Infront sold the broadcasting rights for the 2015-2018 Serie A seasons to MP & Silva and the portion of the contract associated with the 2017/2018 Serie A season was worth €190.0 million. For the 2018-2021 Serie A seasons, Infront sold the international broadcasting rights to IMG for an average of €371 million per season. For the 2018-2021 Serie A seasons, Infront sold the domestic broadcasting rights mainly to Sky Italia and Perform for a total of €973 million per season, which can increase by an additional €150 million each year based on the buyers' results in terms of subscriptions and revenues. See "*Risk Factors—Risks Related to the Issuer—Negotiation and pricing of key media contracts are outside our control and those contracts may change in the future due to a variety of external factors*".

Decree Nine provides that LNP must pay an amount of 10% of the total annual Serie A media revenue to promote and develop the youth divisions of the clubs, to support formation and utilisation of players which can be selected for the National junior football teams, to support investments in sport facilities and to support FIGC's facilities and activities with regard to youth leagues. After these allocations have been made, revenue from LNP's Serie A media rights contracts are allocated as follows (this formula, introduced by the Italian Budget Law for 2018, will be in force until the 2020/2021 season):

- 50% allocated equally among all Serie A clubs;
- 30% distributed based on a sliding scale according to each club's historical and current performance (15% allocated based on each club's results in the season, 5% allocated based on each club's national and international results starting from the 1946/1947 season to the 2012/2013 season and the remaining 10% allocated based on the club's results over the preceding five seasons); and
- 20% distributed to clubs based on each club's social rooting (*radicamento sociale*) (determined on the basis of the following elements: the live audience of each Serie A club, based on the number of paying spectators in the stadiums in the preceding three seasons and the certified television audience share).

AS Roma has historically been allocated one of the largest portions of Serie A revenue among Serie A clubs, largely due to the number of residents in the Rome area, the number of AS Roma supporters and AS Roma's strong historic results. However, the new rules reduce the advantage held by large clubs from larger metropolitan areas, from which AS Roma has historically benefitted. Our Serie A Indirect Media Cash Inflows was €86.5 million, €95.5 million, and €93.3 million for the fiscal years ended June 30, 2016, 2017 and 2018, respectively, representing 47.8%, 60.7% and 45.5%, respectively, of total Serie A broadcast revenue for each season. Our Serie A Indirect Media Cash Inflows for the nine and 12 months ended March 31, 2019 was €74.6 million and €90.4 million respectively. Broadcasting revenue is allocated in seven instalments, typically received in the months of July, August, September, November, January, March and May. The right to revenue receivables under the LNP media rights contracts are assigned to us.

The Law of December 30, 2018, no. 145 (Budget Law for 2019) further amended Decree Nine with regards to the formula for the allocation of the Broadcasting Revenues to Serie A clubs. According to the new law, applicable from the 2021/2022 season, the Broadcasting Revenues will be allocated as follows: (i) 50% of the Broadcasting Revenues equally among all the Serie A clubs, (ii) 28% of the Broadcasting Revenues on the basis of each Serie A club's performance, and (iii) 22% of the Broadcasting Revenues on the basis of each Serie A club's social rooting (radicamento sociale). See "*Regulation—The Budget Law for 2019 Amendment*".

UEFA

AS Roma receives a share of broadcasting rights and sponsorship revenue if it participates in the UEFA Champions League or UEFA Europa League and this revenue is assigned to us. Beginning in the 2017/2018 season, the top four finishers in Serie A will qualify to participate in the UEFA Champions League in the following season. AS Roma last participated in the UEFA Champions League in the 2018/2019 season (reaching the round of 16) and has achieved the right to play in the group stage of the UEFA Europa League 2019/2020.

Sponsorships

Our Sponsorship Inflows comprise revenue of Soccer from sponsorship relationships with leading international and regional companies around the globe. We have global sponsorship arrangements with Nike (kit sponsorship), Qatar Airways (front of shirt sponsor) and Hyundai (back of shirt sponsor). We also have a number of supplier arrangements whereby the suppliers provide AS Roma with goods and services in exchange for a license to use the AS Roma brand in their advertising and for AS Roma's promise to use the supplier's brands and distinctive emblems within Stadio Olimpico and other premises associated with AS Roma.

Each sponsorship agreement is with either Soccer or Soccer and AS Roma, and payments under each sponsorship agreement are paid directly to Soccer. All Sponsorship and Other Cash Inflows received by Soccer is paid into the Issuer's Cash Inflows Account, directly or (up to the date it is closed, in any case by no later than 90 days after the Issue Date) through the Interim Account, either (a) in satisfaction of payment obligations to the Issuer (by way of the lease rental payment due to the Issuer under the Lease Agreement or to pay interest and/or principal under the Amended and Restated MediaCo/Soccer Loan Agreement) or (b) by way of funding a new subordinated loan from Soccer to the Issuer (under the Amended and Restated Subordinated Loan Agreement).

We generated €17.6 million, €21.3 million and €23.9 million of Sponsorship and Other Cash Inflows for each of the fiscal years ended June 30, 2016, 2017 and 2018, respectively, which constituted 9.7%, 13.5% and 11.6%, respectively, of our Total Inflows. Our Sponsorship and Other Cash Inflows for the nine and 12 months ended March 31, 2019 were €32 million and €39.7 million respectively.

Our sponsors are granted various rights, which can include a combination of the following:

- rights in respect of the AS Roma brand, logo and other intellectual property;
- rights in respect of AS Roma's player and manager imagery;
- exposure on our television platform, Roma TV;
- exposure on the AS Roma website;
- exposure on interview backdrops; and
- advertising space on digital sign boards surrounding the pitch at Stadio Olimpico.

Any use of our intellectual property rights by sponsors is under license. However, we retain the ownership rights in our intellectual property.

The table below details our apparel sponsors as of March 31, 2019:

Sponsor	Type of sponsorship	Product category	Contract Expiration Date
Qatar Airways	Global Main and Technical Sponsor	Apparel	June 2021
Nike	Global Main and Technical Sponsor	Apparel	May 2024
Hyundai	Main and Technical Sponsor	Apparel	June 2021
Betway	Main and Technical Sponsor	Apparel	June 2019[1]

1 The contract with Betway was terminated as a result of the law Decree Law no. 87 of July 12, 2018 (the "**Dignity Decree**") converted into law n. 96 on August 21, 2018.

We also have sponsors relating to the consumer electronic retail, recruitment, food, insurance, coffee, video games, healthcare products, ticketing, sports seating, building renovation and telecommunications sectors.

Sponsorship Development and Strategy

In order to explore new opportunities to increase revenues from sponsorships, in particular through the improvement of the terms of existing sponsorship contracts and by entering into new sponsorship contracts, we have an internal sponsorship team dedicated to local sponsorship sales and servicing and a London-based global activation and sales office. Practices at the management level aim to align incentives for AS Roma's sales force with sponsorship targets, such as increasing accountability through performance-based compensation, the development of clear revenue targets and a reporting structure to track and manage progress and forecasting.

We also focus on expanding our brand awareness and sponsorship opportunities internationally, particularly in the U.S. and Asia. AS Roma has been increasing its global fan base through completing summer tours. Since 2012, AS Roma has toured in the U.S., Canada, Spain, Portugal, Australia, United Arab Emirates and Indonesia for pre-season exhibition matches. In 2014, AS Roma competed in four matches in major U.S. cities – Fenway Part (Boston), Sports Authority Field (Denver), Cotton Bowl (Dallas), and Lincoln Financial Field (Philadelphia). In 2013, AS Roma appeared in the MLS All-stars in Kansas City and participated in friendlies in Toronto and Washington D.C.. We believe these efforts will result in increased sponsorship revenue.

Kit Sponsors

As of 2019, AS Roma had three kit sponsors: Nike, which supplies AS Roma's training and competition kit, Qatar Airways, which as front shirt sponsor holds the naming rights for AS Roma's competition kit, and Hyundai, which is back of shirt sponsor for AS Roma's first team.

Nike

The Nike Swoosh® has been on the front of AS Roma's shirts since the 2014/2015 season. AS Roma's sponsorship agreement with Nike is in place until May 31, 2024 (or 30 days after the last match of the 2023/2024 season, whichever occurs later). Under the terms of AS Roma's and Soccer's sponsorship agreement with Nike, AS Roma and Soccer have granted to Nike the exclusive right on a global basis to manufacture and sell footwear, sports apparel, equipment, training and other products featuring the AS Roma brand. Pursuant to this agreement, AS Roma and Soccer have appointed Nike as the exclusive authorized supplier of footwear products, apparel and equipment to AS Roma, including AS Roma's training kit.

The agreement provides for an annual base fee, which may be increased once the first team is playing in all Serie A competitions at the planned new Stadio della Roma and the permanent mega-store is opened and has been trading to the public for two months and by certain performance incentive payments. The agreement also provides for payment reductions in the event that AS Roma fails to qualify for the UEFA Champions League and/or UEFA Europa League or if AS Roma is relegated from Serie A, as well as payment reductions related to the occurrence of events whereby AS Roma and/or its team members reduce the exposure of the Nike brand. Other payments under the agreement include royalties on merchandise sold.

Under the terms of the agreement, Nike is granted standard termination rights, including the right to terminate the agreement for failure by AS Roma's first team, for any reason (such as player strikes), to compete in at least three domestic or two international matches or competitions per year or in the event of a material reduction in the dimensions of the kit manufacturer's logo from those agreed to pursuant to the agreement on the Nike kit worn by all of AS Roma's teams.

All payments under the Nike agreement are paid directly into the Issuer's Cash Inflows Account directly or (up to the date it is closed, in any case by no later than 90 days after the Issue Date) through the Interim Account.

We received €4 million, €6.2 million and €5.6 million under the agreement with Nike for the fiscal years ended June 30, 2016, 2017 and 2018, respectively. In the absence of any performance-related bonuses or penalties, we expect to receive annual revenues in line with the past three fiscal years for the remainder of the term of the agreement.

Qatar Airways

Qatar Airways has been AS Roma's front of shirt sponsor since 2018.

Under AS Roma's and Soccer's current sponsorship agreement with Qatar Airways, which runs through June 30, 2021, Qatar Airways has the right to, among other things, have its logo displayed on AS Roma's shirts, website and interview backdrops, advertise its services at Stadio Olimpico and in AS Roma promotional materials, and benefit from certain hospitality rights. AS Roma and Soccer receive a base consideration of €11 million per season. AS Roma and Soccer also receive a performance-based bonus if certain results are acheived. In addition, AS Roma and Soccer received a €6 million signing fee in 2019.

All payments under the Qatar Airways agreement are paid directly into the Issuer's Cash Inflows Account directly or (up to the date it is closed, in any case by no later than 90 days after the Issue Date) through the Interim Account.

Betway

Betway has been AS Roma's training kit sponsor for the 2018/2019 season. Under AS Roma's and Soccer's current sponsorship agreement with Betway. Betway had the right, amongst other things, to have its logo displayed on AS Roma's training kit. AS Roma and Soccer received a base consideration of €4 million for 2018/2019. The contract with Betway has terminated as a consequence of the law Decree Law no. 87 of July 12, 2018 (the "**Dignity Decree**"), converted into law n. 96 on 21 August 2018.

Hyundai

The back of shirt sponsorship agreement with Hyundai is for three years through the 2018-2021 seasons with the option to extend for a further year. We received an annual fee of €3.0 million for the 2018/2019 season and expect to receive €3.1 million for each of the 2019/2020 and 2020/2021 seasons. We also receive additional fees for sport performances achieved.

Under the current sponsorship agreement, Hyundai has the right to, amongst other things, have its logo displayed on the back of the AS Roma's team shirts for both men and women. It was appointed as AS Roma's Back Jersey Sponsor, Official Car Partner and Main Global Partner and may advertise its products at Stadio Olimpico and benefits from certain access to players and hospitality rights.

Each party has the right to withdraw from the sponsorship agreement at any time, in the event of the execution of an agreement regarding the right to name the new stadium with any competitor of Hyundai.

In addition, under the sponsorship agreement, Hyundai agrees to lease certain vehicles to AS Roma and Soccer from October 1, 2018 to September 30, 2021 as well as further vehicles from February 1, 2019 to June 30, 2021, for which AS Roma and Soccer pay a leasing fee of approximately €0.5 million per season.

All payments under the Hyundai agreement are paid directly into the Issuer's Cash Inflows Account directly or (up to the date it is closed, in any case by no later than 90 days after the Issue Date) through the Interim Account.

Global, Regional and Supplier Sponsors

In addition to Adjusted sponsorship revenue from Nike, Qatar Airways, Betway and Hyundai, we generated €11.2 million, €13.6 million and €16.2 million in the fiscal years ended June 30, 2016, 2017 and 2018, respectively, from other global, regional (including domestic) and supplier sponsors. The length of each sponsorship deal is generally between two and three years.

Global sponsors are granted certain marketing and promotion rights with respect to the AS Roma brand and intellectual property as well as exposure on our media and our website. The rights are granted on a global basis and are exclusive by category. Regional sponsors are granted certain marketing ad promotion rights and media exposure, however the rights are granted for a limited number of territories. Regional sponsors are able to use the rights in their designated territory on an exclusive basis, however they are not granted global category exclusivity. In addition to the contracts with Nike and Qatar Airways and Hyundai, many of our global and regional sponsorship contracts provide for significant penalties, reductions or even terminations if AS Roma is relegated from Serie A.

We are dedicated to expanding the influence of the AS Roma brand and profiting from its already strong global recognition by increasing our number of global and regional sponsors. Our strategy focuses our efforts in Europe, U.S., Asia and other markets we deem to be high-growth potential areas. See "*—Sponsorship Development and Strategy*".

We also generate revenue from selling advertising spaces on interview backdrops, digital field boards and in other locations throughout Stadio Olimpico to some sponsors purchasing these spaces as part of their sponsorship or supplier contracts.

AS Roma's Media

Our traditional and digital media properties are an increasingly important means through which we engage with AS Roma's international fan base. We have recently launched various digital media initiatives in order to leverage the potential of our media properties. The various digital initiatives include Roma TV, Roma Radio, AS Roma's social media networks, AS Roma's mobile app and AS Roma's website. The digital initiatives allow us to efficiently increase the scale of our content production while maintaining its high quality and enables us to engage with AS Roma fans around the world, including AS Roma's approximately 15.8 million (non-unique) social media followers on Facebook, Twitter, Instagram and other official social media accounts.

As AS Roma's social media reach increases, we benefit from additional touchpoints with supporters worldwide, which enhances AS Roma's appeal to sponsors and advertisers. We intend to focus on continuing to develop premium and exclusive content to appeal to our supporters, members and paid subscribers and to continue to attract new supporters, sponsors and advertisers around the world. We launched an AS Roma official app in 2015, which allows fans to purchase matchday tickets online, receive live updates during matches and view exclusive team content. The AS Roma website, which attracts approximately 5 million unique page views each month (as of May 2019), is published in 13 languages, which enables us to engage many of AS Roma's supporters in their native language.

Ownership of Intellectual Property

Our intellectual property is vital to the successful operation of our business, and is critical to driving the growth of sponsorship revenue. Pursuant to a license agreement, Soccer has granted AS Roma a non-exclusive license to use trademarks and other intellectual property related to the AS Roma brand in their ordinary course of business. Additionally, certain of our sponsors, including Nike, have rights to use our intellectual property. In order to protect our brand we enter into contracts with sponsors which specify the ways and geographies in which they may make use of our intellectual property. See "*—Sponsorships—Kit Sponsors" and "—Global, Regional and Supplier Sponsors*".

We consider the AS Roma brand to be a key business asset and therefore have a portfolio of AS Roma-related registered trademarks and trademark applications and seek to maintain trademark registrations for the words "AS Roma" and the club crest. We also actively procure copyright protection and copyright ownership of materials such as literary works, logos, photographic images and audio visual footage.

Enforcement of our trademark rights is important in maintaining the value of the AS Roma brand. There are numerous instances of third parties infringing on our trademarks, for example, through the manufacture and sale of counterfeit products. While it would be cost-prohibitive to take action in all instances, our aim is to reduce the number of AS Roma-related trademark infringements by carrying out coordinated, cost-effective enforcement action on a global basis following investigation of suspected trademark infringements. Enforcement action takes a variety of forms. In Italy, we work with enforcement authorities such as trading standards and customs authorities to seize counterfeit goods and to stop the activities of unauthorized sellers. Overseas enforcement action is taken by approved lawyers and investigators. Those lawyers and investigators are instructed to work with, where feasible, representatives of other football clubs and brands that are experiencing similar issues within the relevant country in order that our enforcement action costs can be minimized as far as possible. We also work with the UEFA in respect of infringements that affect multiple UEFA clubs, in particular in Asia. We also take direct legal action against infringers, for example, by issuing cease and desist letters or seeking compensation when we consider that it is appropriate to do so.

In relation to materials for which copyright protection is available (such as literary works, logos, photographic images and audio visual footage), our current practice is generally to secure copyright ownership where possible and appropriate. For example, where we are working with third parties and copyright protected materials are being created, we generally try to secure an assignment of the relevant copyright as part of the commercial contract. However, it is not always possible to secure copyright ownership. For example, in the case of audio visual footage relating to football competitions, copyright will generally vest in the competition organizer, and our usage of this footage would be governed by a license from the competition organizer.

The Collateral will include a pledge over the Issuer's material intellectual property rights.

The Group is subject to the risk of counterfeiting of its brands by third parties and for this reason has established a strong policy to prevent counterfeit products. In addition to collaborating assiduously and effectively with the competent authorities, in order to repress possible damages by third parties and to react to the phenomena of counterfeiting, the Group has included specific clauses in its license agreements that oblige licensees to actively collaborate with the Group to monitor any counterfeiting of the property rights on the AS Roma trademarks and pursue on an ongoing basis the infringement of our brand rights.

Competition

We believe our primary sources of competition include other types of television media, different outlets for sponsorship and advertising income (including with other sports and teams, other entertainment and events, television and other traditional and digital media outlets), other providers of sports apparel and equipment, other digital content providers and other forms of live entertainment, including other sports and teams.

Employees

The Issuer has no employees under contract.

Legal Proceedings

The Issuer is not involved in any material legal proceedings.

Insurance

The Issuer does not maintain insurance policies.

SOCCER'S BUSINESS

Overview

Soccer was incorporated on January 15, 2007, through the contribution by AS Roma of its merchandising, marketing and sports sponsorship business unit.

As part of the refinancing and reorganization of the business of exploiting and managing AS Roma's trademarks and of managing media operations, Soccer contributed to the Issuer all licensing and sponsorship assets, including the intellectual property rights relating to the AS Roma brand, and AS Roma contributed to the Issuer all direct media rights associated with the Roma TV channel and the Roma Radio station, in addition to other operations on digital platforms. However, Soccer still manages all sponsorship, licensing and direct media activities through a business branch rental agreement, since it was retained in the group structure at the time MediaCo was established in order to best preserve key then-existing contracts.

Main profit and loss account items and relevance for the purposes of Cash drawn for debt service

The composition of the main profit and loss account items with the specification of the items that make up the cash inflows and outflows of the cash drawn for debt service is summarized below.

Audio-Visual rights revenues result from (i) marketing the "Roma TV" and "Roma Radio" channels paid by the leading broadcasting stations, (ii) proceeds for marketing the AS Roma Library for the economic exploitation of recent and historical images and videos archives and (iii) proceeds from marketing the access to the TV signal. All these revenues are collected through the Issuer's bank accounts and are part of the Cash Drawn for Debt Service.

Proceeds from sales result from (i) sales performed in the Roma stores (ii) capitalizing on the AS Roma brand (licensing) from the companies of the Nike group and other licensees' clients. Only the revenues related to the licensing are collected through the Issuer's bank accounts and are part of the Cash Drawn for Debt Service.

Advertising revenues result from the sale of services at the stadium, including the access to the hospitality area of the Stadio Olimpico (i.e., premium seats) and the sale of promotional-advertising spaces inside and outside the stadium. The revenues from the sale of promotional-advertising spaces at Stadio Olimpico are part of the Cash Drawn for Debt Service however the sale of services at the stadium are not included.

Sponsorship revenues include the proceeds from Nike, under the agreement entered into in August 2013 which has a duration of ten years commencing from June 1, 2014. This value is part of the Cash Drawn for Debt Service.

Other income refers to the cost recharged to AS Roma, for supplies of goods and materials to other different proceeds and revenues. Only the items directly connected with direct and indirect media, sponsorship and licensing are included in the Cash Drawn for Debt Service.

Raw material costs refer to the purchase of AS Roma-branded products and materials for merchandising, taking into account the change in inventories and the purchases of consumables. Those costs are not included in the Cash Outflows of the Cash Drawn for Debt Service.

Service costs relate to (i) insurance expenses mainly related to the coverage for the stores (ii) professional and business advice (iii) e-commerce, social media and web services for managing social media and web activities (iii) royalties and commissions and for other expenses, (iv) audio-visual production costs (v) other services. Only the items directly connected with direct and indirect media, sponsorship and licensing are included in the Cash Drawn for Debt Service.

The personnel costs included as Cash Outflows of the Cash Drawn for Debt Service are directly connected with Direct and Indirect media rights, Sponsorships and Licensing activities.

The costs for the use of third party's assets consist of lease fees for (i) the business unit for the commercial activities of the Issuer, granted by AS Roma and Soccer when incorporating the same and leased to Soccer since February 2015; (ii) radio frequencies and technological apparatus necessary to conduct the radio activity by Rome Radio, on the basis of the agreement existing with AS Roma since December 2016, which took over these activities from the TVR Voxson Group; (iii) business areas of the Stadio Olimpico and operations areas of the Trigoria Sports Centre; (iv) commercial premises for merchandising activities for the stores at Via del Corso (Downtown), Piazza Colonna and the Roma Est Shopping Centre; (v) other contracts. Only the costs directly connected with Direct and Indirect media rights, Sponsorship and Licensing are included in the Cash Drawn for Debt Service.

Finally, net financial expenses concern (i) interest receivables accrued on the loan granted in February 2015 to AS Roma, using the funds received from the Issuer; (ii) dividends resolved by a shareholders' meeting of the Issuer, (iii) financial charges accrued on the loan received from the Issuer and (iv) commissions and other financial revenues and costs.

Employees

For the fiscal year ended June 30, 2018, Soccer had an average of 97 employees, comprised of 5 executives, 7 managers and 85 employees.

Many of Soccer's employees are subject to collective bargaining agreements or are represented by unions. Soccer has entered into all legally-required union contracts and believes its employee relations are good.

Legal Proceedings

Soccer is not involved in any material legal proceedings.

Insurance

Soccer maintains insurance policies that it believes are customary in its industry, and which comply with local laws and regulations. Soccer maintains comprehensive policies covering general liability, property damage, third party liabilities and business interruptions.

Soccer also maintains standard group medical insurance for its employees covering accidents, permanent disablement, medical expenses and death. Each of Soccer's insurance policies is subject to deductibles and has exclusions that may prevent the company from recovering in full for any loss it may suffer.

Certain Soccer Financial Information

The following table sets forth selected financial information for Soccer for the fiscal years ended June 30, 2016, 2017 and 2018.

Profit and Loss Account Data:

	For the fiscal year ended June 30,		
	2016	**2017**	**2018**
(in thousands of €)			
Audio-visual rights	7,839	8,046	7,967
Proceeds from sales	5,611	8,243	7,774
Advertising	14,963	15,311	19,287
Sponsorship	5,064	5,397	5,842
Other income	811	334	432
Total revenues	**34,287**	**37,332**	**41,302**
Raw materials	(2,421)	(3,717)	(3,587)
Other Services	(15,326)	(15,262)	(16,756)
Personnel costs	(4,325)	(6,199)	(6,357)
Costs for use of third party's assets	(26,535)	(27,556)	(27,774)
Other operating costs	(1,150)	(1,084)	(1,180)
Write-downs of trade receivables	(897)	(1,413)	(1,010)
Depreciation and amortization	(175)	(593)	(556)
Total operating costs[(1)]	**(50,830)**	**(55,825)**	**(57,220)**
Net financial items	3,386	9,702	8,952
Profit before tax	**(13,156)**	**(8,791)**	**(6,966)**
Income taxes	0	0	0
Profit for the year	**(13,156)**	**(8,791)**	**(6,966)**

(1) Total operating costs as presented herein for each of the years ended June 30, 2018, 2017 and 2016, have been reclassified to include depreciation, amortization and other write-downs, to conform to the current periods presentation.

Total Revenues. Total revenues for the fiscal year ended June 30, 2018 increased by €4.0 million or 10.6% to €41.3 million from €37.3 million for the fiscal year ended June 30, 2017. The increase in total revenue is mainly due to a higher value of the commercial activities carried out during the home matches of the first team of AS Roma at Stadio Olimpico.

Total revenues for the fiscal year ended June 30, 2017 increased by €3.0 million or 8.9% to €37.3 million from €34.3 million for the fiscal year ended June 30, 2016. The increase is mainly due to the sales made through the AS Roma Stores and the opening of the new Store in via del Corso in July 2016.

Total Operating Costs. Total operating costs for the fiscal year ended June 30, 2018 increased by €1.4 million or 2.5% to €57.2 million from €55.8 million for the fiscal year ended June 30, 2017. The increase is mainly due to higher costs for other services. Total operating costs for the fiscal year ended June 30, 2017 increased by €5.0 million or 9.8% to €55.8 million from €50.8 million for the fiscal year ended June 30, 2016. The increase is essentially due to (i) an increase in cost for personnel (ii) an increase in costs for the use of third party's assets and (iii) an increase in raw material for the purchase of goods for resales all caused by the opening of the new Store in via del Corso in July 2016.

Net financial items. Net financial items for the fiscal year ended June 30, 2018 decreased by €751 thousand or 7.7% to €9.0 million from €9.7 million for the fiscal year ended June 30, 2017.

Net financial revenues for the fiscal year ended June 30, 2017 increased by €6.3 million or 186.5% to €9.7 million from €3.4 million for the fiscal year ended June 30, 2016. The increase is essentially due to dividends resolved by the shareholders' meeting of the Issuer, when approving the financial statements closed as at June 30, 2017.

Shareholders' Equity

The following table sets forth the Soccer's shareholders' equity for the fiscal years ended June 30, 2016, 2017 and 2018.

	For the fiscal year ended June 30,		
	2016	**2017**	**2018**
(in thousands of €)			
Share capital	123,432	123,432	123,432
Legal reserve	(333)	(210)	(249)
Retained earnings	0	(13,156)	(21,947)
Loss for the fiscal year	(13,156)	(8,791)	(6,966)
Total Shareholders' Equity	**109,944**	**101,275**	**94,270**

Overview

With a history dating back to 1927, AS Roma is a leading European football club and one of the top football clubs in Italy. AS Roma participated in all but one of the 87 seasons in Italy's top football league, known as Serie A, since the league's inception in 1929. AS Roma has won 3 Serie A titles, 9 Coppa Italia champsionships and 2 Supercoppa Italiana titles. In European competitions AS Roma won the Inter-Cities Fairs Cup in 1960/1961 and was runner-up in the 1983/1984 UEFA Champions League and the 1990/1991 UEFA Cup. AS Roma has qualified for the UEFA Champions League (the world's premier (and most lucrative) club competition) in eight out of the last 13 seasons. In the 2017/2018 UEFA Champions League, AS Roma reached the semi-finals.

The following tables show the historical results of AS Roma's first team:

Sport season	Serie A Championship	Coppa Italia (Tim Cup)	Supercoppa Italiana	UEFA Champions League	UEFA Europa League
2018/2019	6th	Round of 16	—	Round of 16	—
2017/2018	3rd	Round of 8	—	Semi-finals	—
2016/2017	2nd	Semi-finals	—	Play-off	Round of 16
2015/2016	3rd	Round of 16	—	Round of 16	—
2014/2015	2nd	Round of 8	—	Group Stage	Round of 16
2013/2014	2nd	Semi-finals	—	—	—
2012/2013	6th	Final	—	—	—
2011/2012	7th	Round of 8	—	—	—
2010/2011	6th	Semi-finals	Final	Round of 16	—
2009/2010	2nd	Final	—	—	Round of 32
2008/2009	6th	Round of 8	Final	Round of 16	—
2007/2008	2nd	Winner	Winner	Round of 8	—
2006/2007	2nd	Winner	Final	Round of 8	—
2005/2006	2nd	Final	—	—	Round of 16
2004/2005	8th	Final	—	Group Stage	—
2003/2004	2th	Round of 8	—	—	Round of 16
2002/2003	8th	Final	—	2nd° Group Stage	—
2001/2002	2nd	Round of 8	Winner	2nd° Group Stage	—
2000/2001	Winner	Round of 16	—	—	Round of 16
1982/1983	Winner	Round of 8	—	—	Round of 8
1941/1942	Winner	Semi-finals	—	—	—

Football Operations

AS Roma's football operations are primarily comprised of the first team, the youth sector, scouting networks, training operations and Stadio Olimpico.

First Team

AS Roma's first team plays professional football in the Italian Serie A and participates in domestic competitions in Italy such as the Coppa Italia. When achieving qualification, the first team has historically also participated in international football competitions, including the UEFA Champions League and the UEFA Europa League.

AS Roma is led by Chief Executive Officer Guido Fienga, who is supported by a team including Paulo Fonseca, AS Roma's head coach, assistant managers, coaches and scouts, as well as medical, physiotherapy, sports science, performance and match analysis staff.

AS Roma's first team in the 2018/2019 season comprised 26 players, 22 of whom have more than 10 first team appearances. AS Roma had another 53 players under professional contract who were playing on its youth sector team or on temporary loan in other clubs, and another 185 amatorial players who were playing on its youth sector team. Players on the youth sector team are typically monitored and nurtured with a view to enabling them over time to join AS Roma's first team or, in exchange for transfer or loan fees, the first teams of other clubs. AS Roma has also historically invested to acquire world-class players from other clubs to join its first team.

AS Roma and its players enter into contracts that follow a league-prescribed model contract. AS Roma's first team players generally enter into contracts of between three and five years' duration.

As of the date of this Offering Memorandum, AS Roma's first team was composed of the following players:

AS Roma's current Team Roster

Name	Position	Nationality	Age	Expiry of Contract
Pau Lopez	Goalkeeper	Spain	25	06/30/2024
Olsen	Goalkeeper	Denmark	29	06/30/2023
Mirante	Goalkeeper	Italy	36	06/30/2021
Fuzato	Goalkeeper	Brazil	22	06/30/2022
Spinazzola	Defender	Italy	26	06/30/2023
Mancini	Defender	Italy	23	06/30/2024
Bianda	Defender	France	19	06/30/2023
Fazio	Defender	Argentina	32	06/30/2020
Juan Jesus	Defender	Brazil	28	06/30/2021
Karsdorp	Defender	Netherlands	24	06/30/2022
Kolarov	Defender	Serbia	34	06/30/2020
Santon	Defender	Italy	29	06/30/2022
Capradossi	Defender	Italy	23	06/30/2020
Seck	Defender	Spain	23	06/30/2021
Diawara	Midfielder	Guinea	22	06/30/2024
Coric	Midfielder	Croatian	22	06/30/2023
Cristante	Midfielder	Italy	24	06/30/2023
Florenzi	Midfielder	Italy	28	06/30/2023
Pastore	Midfielder	Argentina	30	06/30/2023
Nzonzi	Midfielder	France	31	06/30/2022
Veretout	Midfielder	France	26	06/30/2024
Pellegrini Lorenzo	Midfielder	Italy	23	06/30/2022
Zaniolo	Midfielder	Italy	20	06/30/2023
Riccardi	Midfielder	Italy	18	06/30/2023
Gonalons	Midfielder	France	30	06/30/2021
Dzeko	Forward	Bosnia and Herzegovina	33	06/30/2020
Kluivert	Forward	Netherlands	20	06/30/2023
Perotti	Forward	Argentina	31	06/30/2021
Schick	Forward	Czech Republic	23	06/30/2022
Defrel	Forward	France	28	06/30/2022
Sadiq	Forward	Nigeria	22	06/30/2021
Antonucci	Forward	Italy	20	06/30/2022
Under	Forward	Turkey	22	06/30/2022

AS Roma is subject to regulations regarding domestic and international transfers of players. Domestic transfers of players between football clubs are governed by the Federazione Italiana Giuoco Calcio regulations, which allow a professional player to enter into a contract with, and be registered to play for, any club, and to receive a signing-on fee in connection with such contract. Players are permitted to move to another club during the term of their contract if both clubs agree on such transfer. In such circumstances a compensation fee may be payable by the transferee club. AS Roma is also subject to the FIFA Regulations on the Status and Transfer of Players, governing international transfers of players between clubs. The FIFA Regulations may require a transferee club to distribute 5% of any compensation fee they pay to the clubs that trained the relevant player. The transferor club in an international transfer may also be entitled to receive payment of "training compensation" under the FIFA Regulations when certain conditions are met. If an out-of-contract player (i.e., a player whose contract with a club has expired or has been terminated) wishes to play for another club, the player's former club will only be entitled to a compensation fee in a domestic transfer, or a payment of training compensation under the FIFA Regulations in an international transfer, if certain conditions are satisfied, including conditions regarding the player's age and requiring the former club to offer the player a new contract on terms which are no less favorable than his current contract. Subject to limited exceptions, transfers of professional players may only take place during one of the "transfer windows". For Serie A, there are two transfer windows, one in the summer and one in the winter. The dates are decided each year by the FIGC. For the 2019/20 football season, the summer transfer window runs from July 1, 2019 to September 2, 2019 and the January transfer window runs from January 2, 2020 to January 31, 2020. Transfers may be signed before the opening of the summer session, provided that the championships of both clubs are finished.

Training Facilities

AS Roma has a training facility center for both the first and youth teams, the Trigoria training ground (*Centro sportivo Fulvio Bernardini della AS Roma)*. It is a modern training facility located in southwestern Rome, Italy. It includes 8 pitches, 2 goalkeeper training pitches, 2 gyms, a spa with physiotherapy tubs, medical facilities, offices, a club house

with play rooms, 2 restaurants, dormitories with 24 rooms and a historical archive museum. The training center includes the media center, which includes 2 press rooms, ITV studio, 2 radio stations, the negia room and offices. A school building with 6 didactic rooms is also included in the training center.

Youth Sector

AS Roma's youth sector trains and nurtures talented young footballers into professional footballers with a view to enabling them over time to join the first team. As at the date of this Offering Memorandum, the youth sector comprises a number of youth footballing teams. AS Roma's under-19 team ("**Primavera Team**") plays in the Campionato Nazionale Primavera, and since its inception, the Primavera Team has won the league championship 8 times, including most recently in the 2015/16 season, the TIM Cup Primavera 5 times, most recently in the 2016/17 season, and the Supercoppa Primavera 20 times, most recently in the 2016/17 season, making it one of the leading youth teams in Italian football.

Scouting Network

AS Roma's scouting system works together with its youth sector team system to provide AS Roma with a pipeline of top football talent. Through its scouting system, AS Roma recruits players for both its first team and youth sector teams. The scouting system consists of a professional network of staff who scout in general and for specific positions and age groups.

Property

Stadio Olimpico

Stadio Olimpico has been home to both AS Roma and SS Lazio since 1953. Stadio Olimpico has a listed capacity of 73,261, making it the second largest stadium in Italy and the largest stadium in Rome. Stadio Olimpico was completed in 1937 and has hosted numerous high-profile matches, including the 1990 FIFA World Cup and the 2009 UEFA Champions League Final.

In August 2017, AS Roma entered into a lease with CONI, the owner of Stadio Olimpico, under which the use of the stadium was granted for a duration of four sports seasons starting from the beginning of the sports season 2017/2018 until the end of the 2020/2021 sports season. The selection of Stadio Olimpico as the venue for the 2009 UEFA Champions League final resulted in significant capital improvements for the stadium that were implemented prior to the commencement of the 2008/2009 football season, including increased security, improvements to dressing and press rooms, replacement of seats and installation of high definition LED screens.

Stadio della Roma

AS Roma is designing a new multi purpose stadium, Stadio della Roma, currently intended at the Tor di Valle site located in the southwest of Rome. The stadium plan incorporates a modern steel, glass and stone design evoking the Colosseum, with multiple seating configurations and a planned capacity of 53,500. As planned, Stadio della Roma will be located within a mixed-use entertainment district which we believe could create one of the largest sports, entertainment and business districts in Europe, a hub for dining, entertainment, work, hospitality and sport.

The first formal filing for the Stadio della Roma project occurred in May 2014, with an initial public interest approval being granted by the City of Rome in December 2014. The final plans for the project were submitted to Conferenza dei Servizi under the supervision of the Region of Lazio in May 2016, and then subsequently revised and resubmitted to the City of Rome, which reconfirmed the public interest for a revised project in June 2017. In December 2017, the Region of Lazio positively closed the Conferenza dei Servizi, subject to certain conditions and comments. The project is now before the City of Rome for approval of, among other things, the necessary variations to the urban planning scheme and the text of the town planning agreement, following which it will be passed back to the Region of Lazio for the final approval. The exact timing of the final approval is not currently known.

Other Real Property

The following table sets out AS Roma's main key owned and leased real property:

Key property and location	Primary Function	Owned/Leased	Owned
Olimpic Stadium	Football stadium	Leased	Coni
Fulvio Bernardini training center	Football training center	Leased	AS Roma Real Estate
Headquarters, Rome, Italy	Offices	Leased	EUR S.p.A.
Branch offices	Offices	Leased	12 Hay Hill Ltd

Fan Base and Ticket Sales

Fan Base

According to the CSL Report, as at the date of this Offering Memorandum, AS Roma has a fan base of an estimated 89.4 million fans across 45 countries worldwide including those in the Americas, Europe, Middle East and Asia, and has expanded the worldwide reach of its brand through participation in a variety of friendly matches and tours in the U. S., Canada and Asia. Since 2012, AS Roma has toured in the U. S., Canada, Spain, Portugal, Australia, United Arab Emirates, and Indonesia for pre-season exhibition matches.

Tickets, Pricing and Strategy

As at the date of this Offering Memorandum, AS Roma sells two types of tickets to its matches: season tickets, which comprise both general admission season tickets as well as premium season tickets, and matchday tickets, which are valid for a given match.

General Admission Season Tickets

AS Roma operates a system under which fans can purchase a season ticket or individual match tickets respectively for Serie A and UEFA matches. Season ticket holders also generally have priority to purchase tickets for any matches AS Roma plays in the knockout stages of UEFA or other competitions. For the 2018/2019 football season, AS Roma sold approximately 22,500 season tickets, a revenue increase of 24% over the 2017/2018 season and a CAGR of 11% over the last three seasons. AS Roma generated €9.7 million, €9.1 million and €8.9 million from general admission season tickets in the fiscal years ended June 30, 2016, 2017 and 2018, respectively.

Premium Season Tickets

AS Roma Premium offers the best seats inside the Stadio Olimpico with amazing visibility and maximum comfort, and "Tribuna 1927" is an exclusive corporate service designed to offer the best possible services and hospitality. It includes comfortable and heated armchairs with touch-screen monitor in each seat, TV monitors available two hours prior to the match and during half-time, a bistro restaurant available in the 1927 area, show cooking and an unforgettable experience of the tunnel where the players come out from the locker room onto the pitch. Subject to certain terms and conditions, holders of premium season tickets are entitled to attend all of AS Roma's first team competitive home matches (including UEFA and domestic cup competitions).

Premium offers include also the premium boxes and the Sky Lounge, designed to offer the maximum in privacy and comfort, adding a range of benefits to create a unique experience with an exclusive catering service throughout the match and an incredible view of the action at the Stadio Olimpico.

Matchday Tickets

Matchday tickets grant the right to be admitted to a specific match. Matchday tickets account for the balance of any unsold seat capacity at Stadio Olimpico for any given match, excluding up to 5,805 seats which are allocated to supporters of the visiting club in Serie A league matches AS Roma's pricing strategy allows for a dynamic approach to matchday ticket pricing and prices of matchday tickets depend upon the opponent and seat location.

Pricing and Strategy

AS Roma has developed a number of strategies to increase sales of both season tickets and matchday tickets. AS Roma has increased both the number of season tickets sold and the volume of matchday ticket sales using price optimization, targeted marketing and CRM campaigns. This targeted approach means AS Roma fans receive relevant and engaging messaging leading to increased ticket sales and match attendance. Optimizing prices for single matches also enables fans to see the value in committing to season tickets, thus increasing the number of season ticket holders. Additionally, AS Roma offers matchday and group ticket specials to encourage families to attend matches, including a dedicated portion of the stadium for families with young children called the "Family Stand", target the large student population in Rome and engage with junior football academies around the region.

Commercial Operations

Exhibition Matches and Promotional Tours

AS Roma organizes exhibition matches and promotional tours on a regional and global basis. AS Roma believes its promotional tours give it the opportunity to engage with AS Roma supporters worldwide, support the marketing objectives of its sponsors and extend the reach of the AS Roma brand in strategic markets globally. These promotional tours are organized in addition to AS Roma's competitive matches, and take place during the summer months or during gaps in the football season. Since 2012, AS Roma has toured in the U. S., Canada, Spain, Portugal, Australia, United Arab Emirates and Indonesia for pre-season exhibition matches. AS Roma generated €3.8 million, €1.0 million and €3.6 million of revenue for the fiscal years ended June 30, 2016, 2017 and 2018, respectively, from promotional exhibition matches and promotional tours. AS Roma generated €1.7 million of revenue for the nine months ended March 31, 2019,

from tours and friendly matches. This revenue is generally paid in the form of an appearance fee that represents AS Roma's share of the media and sponsorship revenue from the match or tour.

Coppa Italia

AS Roma directly receives revenues associated with broadcasts of certain domestic competitions. These include the Coppa Italia. The Coppa Italia is a tournament-style competition in which Italian professional league clubs from every division face one another in matches contested throughout the course of the season. AS Roma has won the Coppa Italia eight times and has been the runner-up nine times. Broadcast revenue from Coppa Italia matches is distributed to the clubs based on their performance. In the 2016/2017 Coppa Italia, in which AS Roma reached the semi-finals, AS Roma received €4.9 million in revenue.

Competition

AS Roma competes against other top-tier football clubs in Italy, Europe and the rest of the world to attract the best players and coaches in the global transfer and football staff markets. The club also competes against alternative forms of live entertainment for the sale of matchday tickets, including other live sports, concerts, festivals, theater and similar events. See "*Issuer's Business—Competition*".

Employees

For the fiscal year ended June 30, 2018, AS Roma had an average of 252 employees, comprised of 54 players, 79 coaches, 49 other technical staff, 11 executives, 54 clerical employees and 5 blue-collar workers.

Many of AS Roma's employees are subject to collective bargaining agreements or are represented by unions. AS Roma has entered into all legally-required union contracts. AS Roma believes its employee relations are good.

Legal Proceedings

AS Roma is plaintiff and defendant in various ordinary legal proceedings, injunction proceedings and various disputes, the outcome of which is at present objectively uncertain, and which pertain in particular to past dealings with players, suppliers, contractors and consultants; the assessments conducted by the Directors in relation to the accounting entries for proceedings and disputes in which the Company is defendant are based on their best knowledge at the date of preparation of the financial statements concerned.

The Company, in fact, with the assistance of its lawyers, constantly manages and monitors on-going disputes and, where it is necessary, proceeds, to make allocations to the risk funds on the basis of the foreseeable outcome of these disputes. See "*Risk Factors—Risks Related to the Issuer—We or AS Roma may become involved in litigation and arbitration proceedings, which may have a material adverse effect on our business, results of operations, financial condition and cash flow*".

AS Roma believes that the outcome of all pending legal proceedings, in the aggregate, will not have a material adverse effect on its business, financial condition or operating results.

Insurance

AS Roma maintains insurance policies that it believes are customary in its industry, and which comply with local laws and regulations. At a corporate level AS Roma maintains comprehensive policies covering general liability, property damage, third party liabilities and business interruptions. AS Roma also maintains industry-standard policies against the death, disablement and travel-related injuries of the members of its first team, though not at such players' market values.

AS Roma also maintains standard group medical insurance for our employees covering accidents, permanent disablement, medical expenses and death. Each of AS Roma's insurance policies is subject to deductibles and has exclusions that may prevent them from recovering in full for any loss they may suffer.

Certain AS Roma Consolidated Financial Information

Key Factors Affecting AS Roma's Consolidated Results of Operations

As we produce a significant portion of AS Roma's consolidated revenue (aside from broadcasting revenue, which is first recognized by AS Roma before we recognize it as a receivable), the key factors affecting our results of operations also affect AS Roma's consolidated results of operations. See "*Management's Discussion and Analysis of Financial Condition and Results of Operations of the Issuer—Key Factors Affecting Our Results of Operations"*. In addition, we believe that the following items also constitute other key factors affecting AS Roma's consolidated results of operations.

Media Rights. See *"Management's Discussion and Analysis of Financial Condition and Results of Operations of the Issuer—Key Factors Affecting Our Results of Operations—Direct and Indirect Media Cash Inflows—Indirect Media Cash Inflows*".

Matchday Attendance. Matchday attendance is a function of the number of matches played at Stadio Olimpico, the price of tickets and hospitality sales. A significant driver of matchday attendance is the number of matches AS Roma plays at Stadio Olimpico, which is based on 19 Serie A matches and any additional matches resulting from the success of AS Roma's first team in the Coppa Italia, Supercoppa Italiana, UEFA Europa League and UEFA Champions League. Average approximate attendance per match for the 2015/2016, 2016/2017 and 2017/2018 seasons was 35.2, 32.6 and 37.5 thousand, respectively.

AS Roma has developed a number of strategies to increase the sale of matchday tickets using price optimization, targeted marketing and CRM campaigns. Additionally, AS Roma offers matchday and group ticket specials to encourage families to attend matches, including by creating a dedicated portion of the stadium for families with young children, to target the large student population in Rome and to engage with junior football academies throughout the region.

First Team Performance. AS Roma's performance has a significant effect on matchday revenue, revenue from sponsorship agreements and revenue from media rights. If AS Roma's first team performs well, more fans attend matches and being associated with the team is more valuable to sponsors. Qualification to European competition would also result in additional media revenue and bonus payments under certain of our sponsorship contracts. In contrast, an extended period of poor performance by AS Roma's first team could adversely affect AS Roma's popularity, brand and fan base, which would in turn affect its allocated portion of media rights revenue, its ability to attract and retain top players and its ability to attract sponsors.

Player and Staff Compensation. Player and staff compensation comprise the majority of AS Roma's operating costs. Of our total operating costs, player costs, which consist of salaries, bonuses, benefits and social contributions, are the primary component. Competition from top clubs in Serie A and Europe has resulted in increases in player and manager salaries, forcing clubs to spend an increasing amount on player and staff compensation, and we expect this trend to continue.

Net Gains/Losses on Player Sales. AS Roma recognizes gains or losses on player sales in its profit and loss account. Acquisitions and disposals of players are discretionary and AS Roma makes transfer decisions based upon the requirements of its first team and the overall availability of players. These requirements and the availability of players, and resulting gains or losses on player sales, may vary from period to period, contributing to the variability of AS Roma's operating results between periods.

Financial Expense. A key component of AS Roma's expenses during each of the past three fiscal years has been interest expense. AS Roma expects interest expenses to continue to be a significant component of its expenses.

Tax Assessment and Related Litigation. As at the date of this Offering Memorandum, AS Roma is involved in various tax litigations, the outcome of which is at present objectively uncertain. AS Roma has received various tax assessments relating to these litigations, some of which have been paid pending the outcome of the proceeding. Although AS Roma has set aside a provision for these potential liabilities, the final value of any tax assessments could be higher than the amount provided for, or the tax authorities could levy additional assessments related to different tax years.

Compliance with the UEFA Financial Fair Play Regulations and AS Roma's settlement agreement. As of June 2018, AS Roma was no longer under financial fair play review with UEFA and the club was released from its settlement agreement. See "*Regulation—UEFA Financial Fair Play Regulations*".

Access to Funding. AS Roma relies on the Amended and Restated MediaCo/TeamCo Intercompany Loan and other distributions it receives from us to provide it with the liquidity it needs to manage its business. As AS Roma's equity and financial position may put it at an increased risk of bankruptcy if its operations do not improve, if we are limited in our ability to upstream cash to AS Roma through the Amended and Restated MediaCo/TeamCo Intercompany Loan or through other payments, either because we do not satisfy the conditions under the Indenture before we are permitted to upstream funds to AS Roma or for any other reason, AS Roma's results of operations would be significantly adversely affected.

Key Revenue and Cost Items

Media Rights. See "*Management's Discussion and Analysis of Financial Condition and Results of Operations of the Issuer—Key Factors Affecting Our Results of Operations—Direct and Indirect Media Cash Inflows—Indirect Media Cash Inflows*".

Matchday Revenue. Matchday revenues are shown in the consolidated financial statements according to accounting standards of prudence and on an accrual basis, with recognition of the relative accruals and deferrals. Matchday revenue is recognized with reference to the effective time of the service (when the match is played); season tickets are deferred on an accrual basis using the same criteria.

Personnel Costs. Personnel costs and other operating costs are allocated to the profit and loss account. The costs related to the bonuses to which the players, coaches and technical staff are entitled for achieving pre-determined sports results and bonuses from sponsors are allocated to the profit and loss account, upon the occurrence of the sports event to which they are related.

Amortization of Player Registration Rights. Player registration rights are recognized at their historic purchase cost, inclusive of any directly attributable ancillary costs, and the amounts are net of the amortization rates that are calculated at constant rates in relation to the duration of the contracts stipulated with the individual football players. The amortization begins in the fiscal year in which the football player is registered. For rights acquired during the season, amortization starts from the date of the player's availability, using the pro-rata temporis method. The original amortization plan may be extended as a result of a possible renewal of the contract, even if it occurred after the close of the financial year, as long as it occurred before the approval of the financial statements. The new amortization plan takes into account, on a straight-line basis, the net book value of the right on the date of the extension of the contract and it new duration.

Net Gains/Losses on Player Sales. Net gains and losses deriving from the transfer of the multi-year rights to the registrations of players are respectively classified in revenue and results from characteristic management and are calculated as the difference between the agreed-upon price and the net accounting value on the transfer date. Net gains and losses deriving from the transfer of player registration rights are recognized on the date of the contract or, if the contract date is unknown, on the date of certificate of enforceability placed on the contracts by the Serie A National League of Professionals for domestic transfers or on the date of the international transfer certificate issued by FIGC for international transfers. In relation to player loan contracts with an obligation to purchase, the value of the multi-year rights to the registration of the player is adjusted to the agreed price for the sale (including the amount of the redemption and loan fees) at the time at which the condition for redemption is realized or becomes probable.

Results of Operations

The following table sets forth selected consolidated profit and loss account data for AS Roma for the fiscal years ended June 30, 2016, 2017 and 2018.

	For the fiscal year ended June 30		
	2016	**2017**	**2018**
(in thousands of €)			
Revenue			
Match	52,138	35,252	77,219
Broadcast	133,458	105,573	128,557
Commercial	21,102	24,284	33,464
Other	12,730	9,891	11,627
Total revenue	**219,429**	**175,000**	**250,867**
Personnel costs	(154,985)	(145,028)	(158,840)
Purchase of goods and change in inventory	(5,349)	(6,813)	(6,880)
Cost of services	(52,041)	(52,257)	(58,052)
Other operating costs	(4,933)	(5,711)	(6,284)
Depreciation and amortization-player registration rights	(46,480)	(53,444)	(56,341)
Depreciation and amortization-other intangible and property, plant and equipment	(1,086)	(1,530)	(1,469)
Provisions for risks and charges-accrual	(7,176)	(4,081)	(1,956)
Total operating costs[(1)]	**(272,050)**	**(268,863)**	**(289,821)**
Net gains on player activities	64,167	79,076	45,922
Operating profit/(loss)	**11,545**	**(14,787)**	**6,967**
Net financial expenses	(18,297)	(21,309)	(24,714)
Loss before tax	(6,750)	(36,095)	(17,747)
Income taxes	(7,385)	(6,181)	(7,976)
Loss for the fiscal year	**(14,135)**	**(42,277)**	**(25,723)**

(1) Total operating costs as presented herein for each of the years ended June 30, 2018, 2017 and 2016, have been reclassified to include depreciation and amortization – player registrations, depreciation and amortization – other intangible and property, plant and equipment and provisions for risks and charges-accrual, to conform to the current periods presentation.

Total Revenue. Total revenue for the fiscal year ended June 30, 2018 increased by €75.8 million or 43.4% to €250.8 million from €175.0 million for the fiscal year ended June 30, 2017. The increase in total revenue was due to the sport result of the first team in the UEFA Champions League and in particular achieving first place in the final classification of the group stage and reaching the semi-finals of the competition that led to Matchday and Broadcast Revenues being significantly higher than the previous financial year during which AS Roma played in the Europa League, and reached the round of 16.

The results for the fiscal year ended June 30, 2018 is also characterized by the signing of the multi-year partnership contract with the airline Qatar Airways, which became Main Global Partner and Main Jersey Sponsor for the first team until June 30, 2021. By virtue of this contract, revenue from sponsorships in the 2017/18 financial year benefited from a

signing fee, equal to €6 million, and for each of the financial years 2018/2019, 2019/2020 and 2020/2021 Qatar Airways will pay an amount equal to €11 million, plus a series of cumulative bonuses to be paid if certain specific sports results are achieved.

Total revenue for the fiscal year ended June 30, 2017 decreased by €44.4 million or 20.2% to €175 million from €219.4 million for the fiscal year ended June 30, 2016. This decrease is mainly due to AS Roma's participation in the UEFA Europa League, instead of the more profitable UEFA Champions League, which had a negative impact of around €48.8 million in income from participation in international competitions.

In each of the fiscal years ended June 30, 2016, 2017 and 2018, AS Roma's allocation of Serie A and TIM Cup broadcasting revenue, including the signal access revenue, was €74.9 million, €80 million and €76.1 million, respectively, whereas AS Roma's revenue from UEFA was €72.5 million, €27.9 million and €83.9 million, respectively.

Personnel costs for playing staff. Personnel costs for playing staff for the fiscal year ended June 30, 2018 increased by €14.2 million or 11.0% to €141.0 million from €128.9 million for the fiscal year ended June 30, 2017. The increase in personnel costs for playing staff was primarily due to investments made in the first team, that impacted on the composition and technical quality of the first team, and the accounting of individual bonuses that accrued following AS Roma reaching the semi-finals of the UEFA Champions League.

Personnel costs for playing staff for the fiscal year ended June 30, 2017 decreased by €12.9 million or 9.1% to €128.9 million from €141.8 million for the fiscal year ended June 30, 2016.

Depreciation and amortization of player registration rights. Depreciation and amortization of player registration rights for the fiscal year ended June 30, 2018 increased by €2.9 million or 5.4% to €56.3 million from €53.4 million for the fiscal year ended June 30, 2017.

Depreciation and amortization of player registration rights for the fiscal year ended June 30, 2017 also increased by €7.0 million or 15% to €53.4 million from €46.5 million for the fiscal year ended June 30, 2016. The increase in 2018 and 2017 was primarily due to the choices made in the transfer market windows on the composition and technical quality of the first team that allowed the club to reach the UEFA Champions League semi-finals.

Shareholders' Equity

The following table sets forth the Group's shareholders' equity for the fiscal years ended June 30, 2016, 2017 and 2018.

	For the fiscal year ended June 30,		
	2016	**2017**	**2018**
(in thousands of €)			
Share capital	59,635	59,635	94,332
Reserve	(4,261)	15,897	(9,811)
Retained earnings	(158,396)	(122,398)	(164,446)
Loss for the fiscal year	(13,984)	(42,048)	(25,498)
Total Shareholders' Equity	**(117,005)**	**(88,913)**	**(105,423)**

From a financial point of view, the level of capitalization, despite the loss recognized by AS Roma for the last three fiscal years, is compliant with the capital requirements under the Italian Civil Code as at the date of this Offering Memorandum.

Consolidated Net Financial Position

The following table sets forth the Group's Consolidated Net Financial Position for the fiscal years ended June 30, 2016, 2017 and 2018.

	For the fiscal year ended June 30,		
	2016	**2017**	**2018**
		(Unaudited)	
(in thousands of €)			
Cash at a bank and on hand	**8,698**	**51,845**	**30,898**
Negative bank balance	(17,879)	(22,792)	(20,063)
Other financing	(16,142)	(6,554)	(17,699)
Current financial liabilities	**(34,021)**	**(29,346)**	**(37,762)**
Net current financial (liabilities)/assets (including cash)	**(25,323)**	**22,499**	**(6,864)**
Fixed Financial assets	11,702	16,732	16,732
Other financing	(149,692)	(213,958)	(202,652)
Shareholders Loans	(7,000)	(17,780)	(25,980)

Non-current financial liabilities	**(144,990)**	**(215,005)**	**(211,898)**
Consolidated Net Financial Position[(2)]	**(170,313)**	**(192,506)**	**(218,762)**

(1) Current financial assets do not include trade receivables.

(2) Consolidated Net Financial Position is defined as the sum of liabilities related to bank loans, other financing and other financial liabilities, including the accrued financial charges and other financial expenses, minus cash at bank and on hand, current financial assets net of restricted deposit account on rent contract and financial assets.

For the fiscal year ended June 30, 2018, the Group's Consolidated Net Financial Position had a negative variation of €26.3 million (-13.6%) to €218.8 million from €192.5 million for the fiscal year ended June 30, 2017. The negative variation was primarily due to a €8.2 million increase of the loans due to the controlling shareholder ASR SPV LLC through NEEP Roma Holding SpA, for a decrease of the short-term bank loans for an amount of €2.7 million and for a decrease of the cash and cash equivalents for €20.9 million.

For the fiscal year ended June 30, 2017, the Group's Consolidated Net Financial position had a negative variation of €22.2 million (-13.0%) to €192.5 million from €170.3 million for the fiscal year ended June 30, 2016. The negative variation was due to (i) the effects of the renegotiation of an Amendment and Restatement Agreement, signed on June 22, 2017, which modifies, *inter alia*, certain provisions of the loan agreements signed on February 12, 2015 with Goldman Sachs International and Unicredit SpA. The Amendment and Restatement Agreement allows an increase in the credit line amounting to €68.6 million at the same terms and conditions as provided in the Facility Agreement as at the date of this Offering Memorandum, and provides for an extension of the maturity date up to the fifth anniversary of the date of its subscription (Amendment Date), and a deferral of the repayment date of the share capital from the first anniversary following the Amendment Date; and (ii) a €10.8 million increase of the loans due to the controlling shareholder ASR SPV LLC through NEEP Roma Holding SpA. The negative variation was partially compensated by an increase of €43.1 million of cash and cash equivalents.

REGULATION

UEFA Financial Fair Play Regulations

On May 27, 2010, UEFA adopted the Financial Fair Play Regulations, which became effective in the 2013/2014 football season for all clubs who qualify to play in an UEFA-organized tournament. The Financial Fair Play Regulations are targeted at improving the financial self-sufficiency and sustainability of football clubs and discouraging clubs from regularly operating at a loss by, among others: (i) imposing ongoing risk assessments on their financial results; (ii) setting a "break-even" rule requiring clubs to operate on the basis of their own revenue; and (iii) implementing a set of requirements on overdue payables.

The "break-even" rule requires football clubs to demonstrate that their "football" income equals or exceeds their "football" expenses by requiring clubs to not operate at a loss of more than €5 million over any three-year operating period, which can be increased to €30 million if the excess is covered by an equity injection. Any club which exceeds this deficit amount will automatically be in breach of the "break-even" rule, irrespective of any equity contributions.

As part of the monitoring process under the "break-even" rule, football clubs which are granted a license by their national association are required to submit a break-even test and payables analysis to the Club Financial Control Body, which is part of UEFA's Organs for the Administration of Justice. The CFCB reviews financial submissions and, pursuant to the Procedural Rules Governing the UEFA Club Financial Control Body, decides what sanctions, if any, to apply to non-compliant clubs. Potential sanctions for non-compliance with the Financial Fair Play Regulations include a reprimand/ warning, withholding of prize money from participation in UEFA competitions, fines, prohibition on registering new players for UEFA competitions, restrictions on a clubs ability to participate in international transfers and ultimately exclusion from UEFA-sponsored competitions. Clubs in breach of the break-even rule can be placed into a "settlement agreement," a negotiated set of conditions both financial and sporting aimed at ensuring future compliance with the Financial Fair Play Regulations.

AS Roma entered into a settlement agreement with UEFA in the summer of 2015, agreeing to a three-season arrangement that covered a range of financial restrictions. As of June 2018, AS Roma was no longer under financial fair play review with UEFA, and the club was released from its settlement agreement. The European governing body confirmed that AS Roma are among a number of clubs who had successfully adhered to compliance agreements they had previously reached – satisfying FFP requirements and ensuring no need for any further sanctions.

The Indenture will require the Issuer to report regularly on its financial fair play compliance. See "*Description of the Notes*".

Italian Financial Fair Play Regulations

IFFPR are based on resolutions issued by the FIGC and Serie A. The IFFPR set forth certain financial deficit conditions to be met by football clubs in the three fiscal years prior to the year for which the license to participate in Serie A is sought.

The 2018/2019 season was the first season for which compliance with the IFFPR was taken into account for clubs seeking a license to participate in Serie A.

Pursuant to the IFFPR, the permitted financial deficit must be less than or equal to 25% of the club's average revenues in the three fiscal years prior to the year for which the license to participate in Serie A is sought. Any deficit above the 25% threshold must be covered by (i) contributions for future capital increases; (ii) fully subscribed and paid-in capital increases; or (iii) non-interest bearing subordinated shareholder loans.

In order to be eligible to participate in Serie A for the 2019/2020 season, a club has to:

- by May 15, 2019, file with the Commission for the Supervision of Italian Professional Football Clubs (COVISOC) the Financial Fair Play prospect (for Serie A clubs whose financial year follows the solar year and for Serie B clubs which will be promoted to Serie A at the end of the 2018/2019 season, the abovementioned term is prolonged to June 13, 2019);
- by May 15, 2019, file with COVISOC (i) any agreement relating to the international purchase of players; (ii) the sport passport of the players; (iii) any associated agreements for deferred payment for the international purchase of players; and (iv) any banking documentation showing that as of March 31, 2019 any overdue debt owed to clubs belonging to foreign leagues has been discharged;
- by May 15, 2019, provide evidence to COVISOC of the fulfilment of its 2018 VAT obligation payments;
- by May 31, 2019, file with COVICOS a copy of (i) the club's interim financial statements as of March 31, 2019; (ii) the explanatory notes; and (iii) the external auditors' limited review report;
- by May 31, 2019, file with COVISOC documentation showing the Liquidity Index, the Indebtedness Index, and the Extended Labor Cost Index. The Liquidity Index, calculated in accordance with the results of the interim financial statements as of March 31, 2019, must be greater than or equal to 0.6.;

- If the Liquidity Index is below 0.6, but either (i) the Indebtedness Index is below 1.5 or (ii) the Extended Labor Cost Index is below 0.8, the club is permitted to reduce the shortfall under the Liquidity Index by one-third;
- If both the Indebtedness Index and the Extended Labor Cost Index are below their respective thresholds, the club is permitted to reduce the shortfall under the Liquidity Index by two-thirds;
- If after applying the available adjustments the club's Liquidity Index is still below the threshold, it must be covered by June 24, 2019 through (i) contributions for future capital increases; (ii) fully subscribed and paid-in capital increases; or (iii) non-interest bearing shareholder loans;

- by June 24, 2019, provide evidence to COVISOC that the club has fulfilled any obligations to clubs belonging to foreign leagues, including obligations arising from international purchases of players;
- by June 24, 2019, provide evidence to COVISOC that the club has fulfilled its payment obligations (including severance payments) to its players that are due up to and including May 2019;
- by June 24, 2019, provide evidence to COVISOC that the club has fulfilled its obligations to certain categories of managers and employees (including the team manager, athletic director, club's doctors, athletics trainers, finance managers, and marketing or control managers) due for the period from July 1, 2018 through and including May 31, 2019;
- by June 24, 2019, provide evidence to COVISOC that the club has paid taxes (IRPEF and VAT, where applicable) due for the period from July 1, 2018 through and including April 30, 2019 and social contributions (INPS) due for the period from July 1, 2018 through and including May 31, 2019 for players and other categories of managers and employees;
- by June 24, 2019, file with COVISOC a copy of the club's financial statement as of June 30, 2018 (as of December 31, 2018, in case the financial year follows the solar year), a copy of the club's semiannual report as of December 31, 2018 and a copy of the external auditors' limited review report; and
- by June 24, 2019, provide evidence to COVISOC that the club has paid all the taxes (IRES, IRAP and VAT) due for the 2012, 2013, 2014, 2015, 2016 and 2017 fiscal years.

Failure to comply with the abovementioned obligations may result in penalizations for the next season or pecuniary fines. In the event that the club fails to comply with one of the abovementioned obligations within the last term of June 24, 2019, the license to participate in Serie A for the 2019/2020 season will not be granted.

In addition, pursuant to article 90, paragraph 4, of FIGC's Internal Federal Organisational Rules ("**NOIF**"), in the event of failure to comply with the minimum level of Liquidity Index, COVISOC shall exclude the relevant club from transactions for the acquisition of new players for the summer and winter seasons, unless the LNP verifies that, for each acquisition, the related cost is fully covered by the profits resulting from previous or simultaneous sales/purchases of players.

Decree Nine, as amended by the Pacchetto Lotti

Decree Nine sets forth the regulation on ownership and marketing of the Broadcasting Rights and the relevant split of the Broadcasting Revenues.

Prior to the tender procedure, the LNP must issue detailed Guidelines, subject to the approval of AGCM and AGCOM, that set forth (i) the regulations relating to the tender process and the granting of the Broadcasting Rights; (ii) the criteria for preparing the set of Broadcasting Rights contained in the Packages; (iii) the minimum price for the Packages; and (iv) any further provisions deemed necessary for a transparent and non-discriminatory tender procedure.

If the LNP awards the tender to a Broadcaster, the Broadcaster directly enters into a non-assignable license agreement with LNP for a maximum three-year period. If the LNP awards the tender to an Intermediary, the Intermediary must sublicense the relevant Broadcasting Rights to any broadcaster. LNP is also permitted to create a single radio broadcasting rights package to be licensed to a single radio communication operator.

The Broadcasting Revenues are allocated to the Serie A clubs with a resolution approved by the LNP according to a formula set out by Decree Nine.

LNP must pay an amount of 10% of the total annual Broadcasting Revenues generated by Serie A to promote and develop the youth divisions of the Serie A clubs, to support formation and utilisation of players which can be selected for the national junior football teams, to support investments in sport facilities and to support FIGC's facilities and activities with regard to youth leagues.

After these allocations have been made, according to article 26 of Decree Nine, as amended by the Pacchetto Lotti, the Broadcasting Revenues are allocated as follows: (i) 50% of the Broadcasting Revenues equally among all the Serie A clubs, (ii) 30% of the Broadcasting Revenues on the basis of each Serie A club's performance (15% allocated based on each Serie A club's results in the immediately preceding season, 5% allocated based on each Serie A club's national and international results starting from the season 1946/1947 and the remaining 10% allocated based on each Serie A

club's results over the preceding five seasons), and (iii) the remaining 20% of the Broadcasting Revenues based on each Serie A club's fan base size (determined on the basis of the live audience of each Serie A club, based on the number of paying spectators in the stadiums in the preceding three seasons and the certified television audience share).

See "*Risk Factors—Risks Related to the Issuer—A significant portion of our Cash Inflows is derived from AS Roma's media rights revenue from Serie A and UEFA competitions, and any reduction in that revenue due to changes in the allocation of media rights or poor on-pitch performance by AS Roma's first team woud have a material adverse effect on our results of operations*".

This formula, effective from the 2018/2019 season, will be in force until the 2020/2021 season.

With Decree of the President of the Council of Ministers of March 28, 2018, the Italian Government implemented the provisions of Law of December 27, 2017, no. 205 providing more details for the application of the criteria in subparagraph (ii) and (iii) above.

The Budget Law for 2019 Amendment

Budget Law for 2019, further amended the Decree Nine with regards to the formula for the allocation of the Broadcasting Revenues to Serie A clubs.

According to the new rules, applicable from the 2021/2022 season, the Broadcasting Revenues will be allocated as follows: (i) 50% of the Broadcasting Revenues equally among all the Serie A clubs, (ii) 28% of the Broadcasting Revenues on the basis of each Serie A club's performance, and (iii) 22% of the Broadcasting Revenues on the basis of each Serie A club's social rooting (*radicamento sociale*).

The quota under the criteria in sub paragraph (ii) is determined on the basis of the following elements: (a) the results in the latest season; (b) the results in the latest five seasons; and (c) the historical results at the National level from the 1946/1947 season.

The quota under the criteria in sub paragraph (iii) is determined on the basis of the following elements: (a) the live audience of each Serie A club, based on the number of paying spectators in the stadiums; (b) the certified television audience share; (c) the numbers of minutes played in Serie A by young home-grown players.

MANAGEMENT

The following is a summary of information relative to management and certain provisions of our by-laws (statuto) and Italian law regarding corporate governance. This summary is qualified in its entirety by reference to our by-laws and/or Italian law, as the case may be, and does not purport to be complete.

The Issuer

The Issuer was converted from a limited liability company (*società a responsibilità limitata*) into a private joint stock company (*società per azioni*) under the laws of the Republic of Italy by resolution dated July 11, 2019, and is registered under number 13121631009 with the Register of Companies of Rome (*Registro delle Imprese di Roma*) with registered office at Via Emilia, 47, 00187 Rome, Italy, and its telephone number is +39 06 501911.

We are managed by a board of directors (*Consiglio di Amministrazione*) which, within the limits prescribed by Italian law, has the power to delegate its general authority to an executive committee and/or one or more managing directors. Under Italian law, the board of directors determines the powers of the chief executive officer. In addition, the Italian Civil Code requires us to have a board of statutory auditors (*Collegio Sindacale*) which functions as a supervisory body.

The Issuer's Directors

The board of directors of the Issuer (the "**Issuer's Board of Directors**"), as of the date of this Offering Memorandum, are set forth in the table below. The business address of each member of the Issuer's Board of Directors is the registered address of the Issuer, Via Emilia 47, Rome, Italy.

The following table sets forth the age, date of first appointment and position of the directors of the Issuer:

Name	Age	Date of First Appointment	Position
Mauro Baldissoni	49	02.23.2015	Chairman
Guido Fienga	49	10.25.2018	Managing Director
Giuseppe Santarelli[(1)]	35	10.25.2018	Director

(1) Independent Director.

Set forth below is certain biographical information relating to the members of the Issuer's Board of Directors.

Mauro Baldissoni

Mr. Baldissoni was born in Rome on April 14, 1970. In 1993, he graduated *magna cum laude* in law from the University 'La Sapienza' of Rome. He is an expert on Corporate Law and Financial Law. Since 1996 he has worked at Studio Tonucci & Partners for whom he has followed important clients such as the Ministry of Treasure (during the Telecom Italia S.p.A. privatization procedures), Alitalia S.p.A., Enel S.p.A. and Lottomatica S.p.A. Over the years he has supervised the preparation and drafting of prospectuses at the time of placement transactions in the shares of domestic and international markets and analysis of obligations relating to takeover bids against foreign investors. He also served as a consultant for numerous contracts and concessionaires of public services. He is also a member of the Board of Directors of AS Roma since 2011.

Guido Fienga

Guido Fienga received his bachelor's degree in Economic and Finance at Sapienza University of Rome. He is a Chartered Accountant and Auditor enrolled with the Accountants' Order of Rome since 1995.

During his career he has developed extensive senior leadership experience in the media industry and he has held top managerial roles, including as CEO of Dahlia TV, Managing Director / CEO of multiple Wind Group telecommunication companies and Chairman/CEO of Sistemia Spa. Guido Fienga joined AS Roma in 2013 as Head of Strategy and Media and became a member of the TV rights Commission of Italian League Serie A. He was named COO of AS Roma in 2017 and CEO in January 2019.

Giuseppe Santarelli

Mr. Santarelli was born in Rome on October 18, 1984. In 2008 he graduated *magna cum laude* in law from L.U.M.S.A. University in Rome. Enrolled with the Bar Association of Rome, since 2012 he has been working as lawyer at a primary International law firm. He mainly provides advice within the field of Corporate, M&A, Finance and Capital Markets in favor of listed companies both on an ongoing basis, by managing the relationships with the relevant authorities, and in extraordinary transactions. Within his professional activity, he assisted Italian and foreign clients in negotiating and drafting highly complex agreements in different areas of the economy, including high technology, games and betting, real estate and sports. He is a lecturer in International Trade Law at the University of Rome L.U.M.S.A. and in postgraduate courses in the field of Corporate, M&A and Sports. He has published several articles in the matters of finance and corporate law, games and betting. He is a member of the Issuer's Board of Directors since 2017.

Practices of the Issuer's Board of Directors

The Issuer's Board of Directors comprises three directors. Pursuant to the by-laws (*statuto*) of the Issuer, the Issuer must be managed either by a sole director or by a board of directors with between three and seven members, who are elected upon nomination by the Issuer's ordinary shareholders' meeting. One of the directors must be an independent director (*i.e.* not having had any relationship with the Issuer or the Group in the five years prior to the appointment). The Issuer's Board of Directors may perform all acts that they consider necessary to achieve the Issuer's corporate purpose, except for those actions reserved by law or for the shareholders' meeting pursuant to the Issuer's by-laws. The Issuer's by-laws also provide that any resolution of the Issuer's Board of Directors concerning (i) any composition with creditors or insolvency proceedings, or (ii) any decision to convene a shareholders' meeting either to amend the Issuer's by-laws in a way which will be detrimental to lenders or regarding the winding-up or early termination of the Issuer shall be adopted only if the independent director votes in favor. The Board of Directors remains in office for a three-year term which expires on the date of the ordinary shareholders' meeting called to approve the financial statements of the last fiscal year of the term.

Audit and Remuneration Committees

The Issuer has not adopted separately established internal audit or remuneration committees. These functions are fulfilled by the Board of Directors as a whole, or its delegated members, as and when required.

The Issuer's Board of Statutory Auditors

Pursuant to applicable Italian law, the Issuer has appointed a board of statutory auditors (*Collegio Sindacale*) whose purpose is to oversee the Issuer's compliance with the law and with its by-laws, to verify the Issuer's compliance with best practices in administration of its business, and to assess the adequacy of the Issuer's internal controls and accounting reporting systems, including the adequacy of the procedures in place for the supply of information between the Issuer and AS Roma.

As at the date of this Offering Memorandum, there are three statutory auditors and two alternate auditors on the board of statutory auditors of the Issuer.

Members of the board of statutory auditors are appointed by the shareholders of the Issuer at ordinary shareholders' meetings for three-year terms expiring on the date of the ordinary shareholders' meeting called to approve the financial statements in the third financial year of a respective member's term. At least one of the auditors and one of the alternate auditors must be selected from among the legal auditors registered with the relevant special registry in Italy. Members of the board of statutory auditors may be removed only for a justified reason (*giusta causa*) and the relevant resolution shall be approved by an Italian court. The terms of office of the current members of the board of statutory auditors are scheduled to expire with the approval of the Issuer's financial statements for the fiscal year ended as at June 30, 2020.

The following table identifies the current members of the board of statutory auditors of the Issuer, together with their age and title.

Name	Age	Position
Claudia Cattani	64	Chairman
Pietro Mastrapasqua	61	Statutory Auditor
Massimo Gambini	62	Statutory Auditor
Manuela Patrizi	54	Alternate Auditor
Riccardo Gabrielli	55	Alternate Auditor

Set forth below is certain biographical information relating to the members of the Issuer's board of statutory auditors.

Claudia Cattani

She graduated *magna cum laude* in Economic and Banking Sciences from the University of Siena. She is a Chartered Accountant and Auditor, Senior Partner of the Law Firm associated with Deloitte. Since September 1983, she has been dealing with tax matters, providing tax advice to customers on direct and indirect taxes, both from a national and international perspective. She was appointed Partner in Deloitte in 1996.

In the course of her professional activity, she advised clients active in various sectors such as banking, insurance, manufacturing, pharmaceutical, chemical, transport services and public sector. She has been a lecturer at the Tax Police School for senior officers of the *Guardia di Finanza* and in master's degrees from several universities (Roma TRE – Master for business lawyers; LUISS management school – tax review). Since 2010, she is a contract professor at the Link Campus University of Rome in the annual course of "International tax law". Author of "La tassazione dei redditi prodotti all'estero" published by Giuffrè (1998), as well as of several specialist articles including, in collaboration with Confindustria "Imposizione societaria: regimi fiscali a confronto" (2011). She has collaborated in drafting the "Commentario al Testo Unico delle Imposte sui Redditi". For over 25 years she has been a member of the Boards of Statutory Auditors (as Chairman or Standing Auditor) of various leading companies in the industrial, banking, insurance and general services sectors. Until March 2011, she was Chairman of the Supervisory Body as per Law 231/01 of the

Società Italiana degli Autori ed Editori s.r.l. (SIAE). Mrs. Cattani has been Chairman of the Board of Statutory Auditors of AS Roma since 2011.

Pietro Mastrapasqua

Mr. Mastrapasqua is a chartered accountant and auditor. He is a founding partner of MTEA, a tax, corporate, administrative and business consulting firm based in Rome and Milan, established in 1987 with Silvio Tirdi. The firm now counts around 40 professionals including chartered accountants, tax consultants and auditors and offers to Italian and foreign clients professional skills typical of international tax and law firms. Mr. Mastrapasqua carries out his activity mainly in the area of tax and corporate law. He has particular experience in M&A and in Italian and international tax consultancy. He is a consultant at the Civil and Criminal Court of Rome, author of books and articles on tax and commercial law, contract professor of "Tecnica Professionale" at L.U.I.S.S. University of Rome, professor of the High School of Economics and Finance and of the Master of the Italian Tax Agency in corporate and international taxation, as well as in various training schools and in the Order of Chartered Accountants. He is a member of the most important commissions on tax law, a director of the "Associazione Nazionale dei Tributaristi Italiani", a member of the European Register of Tax Advisers and of the International Tax Association. Mr. Mastrapasqua has been a member of the Board of Statutory Auditors of AS Roma since 2011.

Massimo Gambini

Mr. Gambini graduated in Economics from the University of Bologna. Mr. Gambini is enrolled with the Register of Auditors and is also indicated in the Register of Technical Consultants of the Court of Bologna as an expert in corporate, tax and administrative matters. He carries out his professional activity in the field of corporate and tax law, mainly in M&A transactions and contractual consultancy with significant experience in the real estate sector. He is Chairman of the Board of Statutory Auditors of Starfin, IRO S.p.A., Forlì (construction, purchase and sale of buildings for civil and industrial use), SI MA. Srl Bologna (production and sale of automatic machines), O.P. FERRARA Scarl, Ferrara (consortium for planning and organizing the marketing of members' fruit and vegetable products), ALTA Srl in liquidation and Bologna (manufacture and sale of plastic products for coating steel pipes). He is also a member of the Board of Statutory Auditors of other companies. Mr. Gambini has been a member of the Board of Statutory Auditors of AS Roma since 2011.

Manuela Patrizi

Since 1990 Mrs. Patrizi collaborates with leading firms, focusing on accounting, tax and corporate assistance. Since 1996 Mrs. Patrizi is enrolled with the Register of Auditors. She has also been an alternate auditor in NEEP since 2014 and in AS Roma since 2017.

Riccardo Gabrielli

Mr. Gabrielli is a chartered accountant and auditor enrolled with the Register of Auditors and with the CTU register at the Civil and Criminal Court of Rome in tax and accounting matters. He is an Assistant Professor of Tax Law at "La Sapienza" University of Rome, School of Economics, as well as a lecturer in various editions of Tax Masters organized by the same University. He is a member of the Commission "Imposte Dirette – Operazioni straordinarie" of the Order of Chartered Accountants of Rome. He is a Professor and member of IDEMS – "Istituto di Diritto e Management dello Sport" at the Link Campus University. He is a lecturer in tax law for sports entities and companies in Sport Economics at Link Campus University. He is a member of the journal's scientific committee "La gestione straordinaria delle imprese Eutekne". He is an author of various articles in tax matters in major magazines such as Il Fisco and Il Sole 24 ore. Mr. Gabrielli has been an alternate auditor of AS Roma since 2014.

Issuer By-Laws (Statuto)

See "*Annex A: Issuer By-Laws (Statuto)*".

Associazione Sportiva Roma S.p.A.

The following is a summary of certain information concerning the management of AS Roma, certain provisions of the by-laws (*statuto*) of AS Roma and of Italian law regarding corporate governance. This summary is qualified in its entirety by reference to such by-laws and Italian law.

AS Roma is managed by a board of directors (*Consiglio di Amministrazione*) which, within the limits prescribed by Italian law, has the power to delegate its general authority to an executive committee or one or more managing directors. The board of directors determines the powers of the chief executive officer. In addition, the Italian Civil Code requires AS Roma to have a board of statutory auditors (*Collegio Sindacale*) which functions as a supervisory body (see below).

AS Roma's Directors

The board of directors of AS Roma ("**AS Roma's Board of Directors**"), as of the date of this Offering Memorandum, are set forth in the table below. The business address of each member of AS Roma's Board of Directors is the registered address of AS Roma, Piazzale Dino Viola 1, Rome, Italy.

The following table sets forth the age, date of first appointment and position of the members of AS Roma's Board of Directors[1]:

Name	Age	Date of First Appointment	Position
James J. Pallotta	61	10.27.2011	Chairman
Mauro Baldissoni	49	10.27.2011	Executive Vice-President
Benedetta Navarra[2]	52	10.27.2011	Director and Member of the Audit Committee and of the Remuneration Committee
John Galantic[2]	57	10.27.2014	Director and Member of the Audit Committee and of the Remuneration Committee
Gianluca Cambareri	43	10.27.2014	Director
Gregory S. Martin	54	05.22.2019	Director
Cameron Michael Neely[2]	54	10.27.2014	Director
Barry S. Sternlicht	58	10.27.2014	Director
Charlotte Lenore Beers[2]	84	10.27.2014	Director
Mariel Hamm Garciaparra[2]	47	10.27.2014	Director
Richard D'Amore	65	10.27.2011	Director
Alba Tull[2]	54	01.10.2017	Director
Paul B. Edgerley	63	05.12.2017	Director
Cristina Mazzamauro	50	10.26.2017	Director

(1) Directors appointed on the basis of the list filed by NEEP Roma Holding S.p.A. (see below).

(2) Independent Director.

Set forth below is certain biographical information relating to the members of AS Roma's Board of Directors.

James J. Pallotta

Mr. Pallotta has been a member of AS Roma's Board of Directors since October 27, 2011 and currently serves as Chairman. Mr. Pallotta received an M.B.A. from Northeastern University and a B.B.A. in Finance from the University of Massachusetts. Mr. Pallotta is the founder and Chairman of Raptor Capital Management LP. In August 1993, he joined Tudor Investment Corporation, where he served as Director of U. S. Equities Group, later rising to Vice Chairman. He was a Senior Vice President and Director of Research at Essex Investment Management Company.

Mauro Baldissoni

Mr. Baldissoni has been a member of AS Roma's Board of Directors since October 27, 2011 and currently serves as Executive Vice President. Mr. Baldissoni graduated in law from the University 'La Sapienza' of Rome. He has many years business experience in Corporate and Financial Law. He has worked at Tonucci & Partners since 1996 and has also served as a consultant for numerous contracts and concessionaires of public services.

Benedetta Navarra

Mrs. Navarra has been a member of AS Roma's Board of Directors since October 27, 2011 and currently serves as a member of the Audit Committee and of the Remuneration Committee. Mrs. Navarra graduated in Economics and Business from L.U.I.S.S. Guido Carli in Rome and in Law from the University 'La Sapienza' of Rome. She is currently a professor in Business Law at L.U.I.S.S Guido Carli. She has authored numerous papers on banking and finance law. She is a qualified lawyer and an accountant. She is currently a member of the Board of Directors of Yapi Kredi Bankasi, Equitalia S.p.A., and Poste Italiane S.p.A. She is also a member of the Board of Statutory Auditors of LVenture Group S.p.A.

John Galantic

Mr. Galantic has been a member of AS Roma's Board of Directors since October 27, 2014 and currently serves as a member of the Audit Committee and of the Remuneration Committee. Mr. Galantic is a graduate of Tufts University and Harvard Business School. From 2001-2006, Mr. Galantic was President of Coty Beauty, USA and Latin America,

overseeing the growth of Coty's cosmetic and personal care brands, including Adidas, Calvin Klein and Rimmel. In 2007, Mr. Galantic joined Chanel Inc as President and Chief Operating Officer in the USA. Mr. Galantic serves on the Boards of Bacardi Ltd, Zoom Media and the non-profit, Population Development Association in Thailand.

Gianluca Cambareri

Mr. Cambareri has been a member of AS Roma's Board of Directors since October 27, 2014. Mr. Cambareri graduated in law from L.U.I.S.S. Guido Carli in Rome in 2000. Mr. Cambareri enrolled with the Bar Association of Rome as an attorney at Tonucci & Partners from 2000. He advises both Italian and international companies and banks within the field of corporate, M&A, finance and Capital Markets. Mr. Cambareri assists several National Sports Federations affiliated to CONI and is a member of sports justice bodies. He is a lecturer in postgraduate courses in the field of Corporate, M&A and Sports and has published several articles in Finance and Corporate law. He is a member of NEEP Roma Holding S.p.A.'s Board of Directors and has advised the AS Roma Group on an ongoing basis since 2011.

Gregory S. Martin

Mr. Martin is currently Chief Executive Officer and President of Shamrock Holdings, Inc., a diversified private investment company wholly-owned by the Roy E. and Patricia A. Disney Family.

Since its formation, Shamrock, located in Burbank, California, has managed public securities investments and private equity and real estate transactions with an aggregate value in excess of $3 billion.

Prior to joining Shamrock, Mr. Martin served as General Manager and Director of Operations of an automotive parts company and as a Certified Public Accountant at PriceWaterhouse LLP practicing in the firm's Audit and Assurance Practice and later in its Consulting/Transaction Group. Mr. Martin currently serves in various capacities on several Boards of Directors, including the Boards of Ionetix Corporation, Etiometry, Inc., and Evolved By Nature. Mr. Martin has also served on the Board of Trustees of Childrens Hospital Los Angeles and of Court Appointed Special Advocates of Orange County.

Cameron Michael Neely

Mr. Neely has been a member of AS Roma's Board of Directors since October 27, 2014. Mr. Neely is President of the Boston Bruins, a professional ice hockey team based in Boston. Mr. Neely is the eighth man to hold position of President and oversees all of the Bruins' hockey and business operations. Under his leadership the Bruins were honored as the Sports Business Journal's 2012 Sports Team of the Year based on the criteria of 'excellence, growth, creativity, innovation, sound planning, implementation and outcomes'. Mr. Neely is the Bruins' all-time leader in playoff goals and ranks seventh overall in team history with 87 career playoff points. He was elected into the Hockey Hall of Fame in 2005. He was honored with the league's Lester Patrick Award in 2010 for his 'outstanding service to hockey in the United States'. Mr. Neely currently serves on the Board of Directors of the Hockey Hall of Fame.

Barry S. Sternlicht

Mr. Sterlincht has been a member of AS Roma's Board of Directors since October 27, 2014. Mr. SternIicht is Chairman and Chief Executive Officer of Starwood Capital Group, the private Investment firm he formed in 1991 that is focused on global real estate, hotel management, oil and gas, energy infrastructure and securities trading. Mr. Sternlicht also serves as Chairman of Starwood Property Trust; Starwood Waypoint Residential Trust; TRI Pointe Homes; hotel operator Societé du Louvre; and crystal maker Baccarat S.A. From 1995 through early 2005, Mr. Sternlicht was Chairman and CEO of Starwood Hotels & Resorts Worldwide, a company he founded in 1995.

Charlotte Lenore Beers

Mrs. Beers has been a member of AS Roma's Board of Directors since October 27, 2014. Mrs. Beers became the first female Senior Vice President at J Walter Thompson Advertising. She served as Chairman/CEO of Ogilvy Mather Worldwide. From 2001 to 2003, Mrs. Beers served as United States Undersecretary of State for Public Diplomacy & Public Affairs, for her service, Mrs. Beers was awarded the Distinguished Service Medal, the State Department's highest honor. Mrs. Beers currently serves on the Board of Martha Stewart Living Omnimedia and conducts seminars throughout Europe and the United States.

Mariel Hamm Garciaparra

Ms Hamm Garciaparra has been a member of AS Roma's Board of Directors since October 27, 2014. Ms Hamm Garciaparra graduated in 1994 from the University of North Carolina with a bachelor's degree in Political Science. In the world of football she became a household name across the world: with career highlights including the 2014 Golden Foot Award, Legends Category (the first female soccer player to win the award). In 2013, she was inducted into the World Football Hall of Fame (as the first female and first American). In 2007, she was included in the US Soccer Hall of Fame and, until 2013, was the all-time leading scorer, male or female, in international soccer history. She remains the all-time leading forward in US soccer history, with 158 goals and 144 assists. In 2004, she won an Olympic Gold Medal, in 2001 and 2002, she was named the FIFA Female Soccer Player of the Year and won a silver medal in the 2000 Olympics.

Richard D'Amore

Mr. D'Amore has been a member of AS Roma's Board of Directors sinsince October 27, 2011. Mr. D'Amore graduated from Northeastern University in 1976 and received an M.B.A. from Harvard Business School in 1980 where he was a Baker Scholar. He has been in the venture capital business for more than three decades. He is the co-founder of North Bridge, a leading early-stage venture capital and growth equity firm. Before co-founding North Bridge, he spent 12 years at Hambro International Equity Partners, where he established the firm's Boston office. Prior to entering the venture capital industry, he was a consultant at Bain and Company and a Certified Public Accountant at Arthur Young and Company. In addition to serving on a number of public and private boards, he is on the Board of Trustees at Northeastern University, where he serves as a Vice Chairman.

Alba Tull

Mrs. Tull has been a member of AS Roma's Board of Directors since January 10, 2017. Mrs. Tull is an established, multi-disciplined photographer and film director. Her work has featured in a range of national publications including Vanity Fair and Rolling Stone, while she served as official photographer at an official White House event hosted by President Barack Obama and First Lady Michelle Obama. Mrs. Tull serves on the board of directors of Pittsburgh's Carnegie Science Center, is an ambassador for the Jackie Robinson Foundation, and is a member of Carnegie Mellon University's Highlands Circle.

Cristina Mazzamauro

Mrs. Mazzamuro has been a member of AS Roma's Board of Directors since October 26, 2017. Mrs. Mazzamauro is a partner at Tonucci & Partners Law Firm. She has gained extensive experience in Labour Law and Industrial Relations, helping multi-national companies restructure their workforce, ensue workplace safety, outsource contracts and many other matters. Mrs. Mazzamauro also specializes in Sports Law, and has provided advice to several national sports federations. Mrs. Mazzamauro currently serves on the Sports Guarantee Committee at CONI, and also adjudicates on property and disciplinary issues for the committee. She is also a guest lecturer on several Masters courses, both in labour and sports law, and has written for a number of publications on those issues.

Paul B. Edgerley

Mr. Edgerley has been a member of AS Roma's Board of Directors since May 12, 2017. Mr. Edgerley is a Managing Director and co-founder of VantEdge Partners, a private investment firm. He previously served as a Managing Director at Bain Capital from 1990 until his retirement in January 2016. Since his retirement he continues to serve as a Senior Advisor to Bain Capital and a number of Bain's portfolio companies. Mr. Edgerley also serves as director for a number of public and private businesses, including serving as Chairman of the Board of New York Stock Exchange (NYSE) and in the Executive Committee of the Boston Celtics since 2002. He was awarded an M.B. A. with distinction from Harvard Business School and a Bachelor of Science Degree in Business Administration from Kansas State University.

Practices of AS Roma's Board of Directors

AS Roma's Board of Directors comprises 14 directors. Pursuant to AS Roma's by-laws (*statuto*), the directors are elected upon nomination by AS Roma's ordinary shareholders' meeting according to a slate vote mechanism that provides for a number of members equal to the total number indicated by the shareholders less one to be appointed on the basis of the candidates mentioned in the most voted list, while the remaining member is appointed according to the first candidate mentioned in the second most voted list. AS Roma's Board of Directors has the powers for the ordinary and extraordinary management of the company.

AS Roma's Board of Directors remains in office for a three-year term, which expires on the date of the ordinary shareholders' meeting called to approve the financial statements of the last financial year of the term.

Audit and Remuneration Committees

AS Roma has adopted a separately established Audit Committee (*Comitato per il Controllo Interno e la Gestione dei Rischi*) and Remuneration Committee (*Comitato di Remunerazione*).

AS Roma's Board of Statutory Auditors

Pursuant to applicable Italian law, AS Roma has appointed a board of statutory auditors (*Collegio Sindacale*) whose purpose is to oversee AS Roma's compliance with the law and with its by-laws, to verify AS Roma's compliance with best practices in administration of its business, and to assess the adequacy of AS Roma's internal controls and accounting reporting systems, including the adequacy of the procedures in place for the supply of information between it and its subsidiaries.

As at the date of this Offering Memorandum, there are three statutory auditors and two alternate auditors on the board of statutory auditors of AS Roma.

Members of the board of statutory auditors are appointed by the shareholders of AS Roma at ordinary shareholders' meetings according to a slate vote mechanism that provides for two statutory members and one alternate member to be appointed on the basis of the candidates mentioned in the most voted list, while the remaining statutory member and

alternate member are appointed according to the candidates mentioned in the second most voted list. The board of statutory auditors remains in office for a three-year term expiring on the date of the ordinary shareholders' meeting called to approve the financial statements in the third financial year of a respective member's term. At least one of the auditors and one of the alternate auditors must be selected from among the legal auditors registered with the relevant special registry in Italy. Members of the board of statutory auditors may be removed only for a justified reason (*giusta causa*) and the relevant resolution shall be approved by an Italian court. The terms of office of the current members of the board of statutory auditors are scheduled to expire with the approval of AS Roma's financial statements for the fiscal year ended as at June 30, 2020.

The following table identifies the current members of AS Roma's board of statutory auditors, together with their age and title.

Name	**Age**	**Position**
Claudia Cattani	64	Chairman
Pietro Mastrapasqua	61	Statutory Auditor
Massimo Gambini	62	Statutory Auditor
Manuela Patrizi	54	Alternate Auditor
Massimiliano Troiani	47	Alternate Auditor

For a brief description of certain biographical information relating to the members of AS Roma's board of statutory auditors, see "*—The Issuer's Board of Statutory Auditors*".

PRINCIPAL SHAREHOLDERS

As of the date of this Offering Memorandum, the Issuer has a fully paid-up share capital of €200,000, owned by AS Roma (11.34%) and Soccer (88.66%). Soccer is, in turn, owned by AS Roma (99.98%), ASR Soccer (0.01%) and Brand Management (0.01%). AS Roma directly and indirectly owns 99.98% of the Issuer. See "*Corporate Structure and Certain Arrangements*".

The share capital of AS Roma amounts to €93,942,205.19 which has been fully paid-up, comprised of 628,882,320 ordinary shares without par value, owned, as of the date of this Offering Memorandum, as set forth below:

	Percentage of share capital
NEEP Roma Holding S.p.A.[(1)]	83.284%
AS Roma SPV LLC[(2)]	3.293%
Minority Shareholders[(3)]	13.423%
Total	**100.0%**

(1) NEEP Roma Holding S.p.A., a joint stock company incorporated under Italian laws and having its registered office in Rome, Via Principessa Clotilde 7, enrolled with the Register of Companies of Rome under no. 11418561004.

(2) AS Roma SPV LLC, a limited liability company incorporated under the laws of Delaware and having its registered office c/o National Corporate Research, Ltd. 615 South DuPont Highway, Dover, Delaware 19901 (United States), enrolled with the Register of Companies of the Secretary of State of the State of Delaware under no. 4932614.

(3) The minority shareholders comprise individuals and entities who are not related parties which jointly hold less than 3% of our share capital.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The following sets forth information relating to transactions between us and members of the Board of Directors and other related parties. For further information, see the notes to our audited financial statements as of and for the fiscal year ended June 30, 2018.

From time to time we enter into transactions with AS Roma and other parties that have relationships with our direct and indirect shareholders. The contracts described below govern the primary related party transactions.

Services Agreement

We, together with Soccer, are party to the Services Agreement dated February 6, 2015 (as amended on June 22, 2017 and as amended and restated on the Issue Date), pursuant to which AS Roma has undertaken to provide us and Soccer with certain services including, *inter alia*, administrative and accounting services, human resources management, subleasing of the registered office, web support services related to our sponsorship and media lines of business, legal assistance, including legal services to protect our intellectual property and other general services necessary for the operation of the business (the "**Services**").

As consideration for the Services, we, together with Soccer, have each undertaken to pay, on a several basis, AS Roma up to €10,000, plus VAT, per year, subject to compliance with certain conditions under the Indenture.

The Services Agreement expires 30 years from the Issue Date. We and Soccer each have the right to withdraw from the Services Agreement if AS Roma is in breach of the agreement or of its material obligations related to the Refinancing Transactions or any of the agreements between AS Roma and us, other than the Services Agreement, or if AS Roma and/or Soccer become insolvent.

Playing and Staging Agreement

To permit us to carry out our sponsorship and media business, we, together with Soccer, are party to the Playing and Staging Agreement dated February 6, 2015 (as amended on June 22, 2017 and as amended and restated on the Issue Date), pursuant to which AS Roma has undertaken to, among other things:

i. use its best efforts to participate in all domestic leagues and tournaments organized by Serie A or Serie B and in all European tournaments organized by UEFA;

ii. comply with applicable laws and regulations (including Serie A's by-laws and the by-laws of any other football body administering a football league or tournament in respect of which AS Roma is entitled to participate);

iii. use its best efforts to meet all requirements under current and further sponsorship and media rights agreements in respect of which AS Roma may be entitled to receive certain revenues; and

iv. play all home matches at Stadio Olimpico, except in cases of structural unsuitability or destruction or unavailability of the stadium or in the event that during the terms of this agreement Stadio della Roma is completed. In the event AS Roma cannot play any given home match at Stadio Olimpico, AS Roma must use their best efforts to play in an alternative stadium which meets the criteria of the counterparties to the media and sponsorship agreements. The Playing and Staging Agreement shall provide that AS Roma has the right to play its home matches in any new stadium to be built in the Rome area, provided that the new stadium is compliant with Serie A and UEFA regulations.

The Playing and Staging Agreement includes a liquidated damages provision that specifies that if AS Roma fails to comply with its material obligations under the agreement and, as a result of its failure to comply, the principal of, premium, if any, and accrued and unpaid interest on all of the Notes under the Indenture are declared to be immediately due and repayable, AS Roma must pay us an amount equal to (i) the outstanding principal amount under the Amended and Restated MediaCo/Soccer Intercompany Loan, plus the outstanding principal amount of the Notes plus premium, if any, and accrued and unpaid interest, less (ii) the aggregate amounts then available in the Secured Accounts, other than the Tax Account (each as defined in the Indenture) which, in accordance with the terms of the Indenture, can be used by us to repay the principal, premium, if any, and accrued and unpaid interest and other amounts due by it under or in connection with (i) above and the Indenture. The Playing and Staging Agreement will expire 30 years from the Issue Date.

Lease Agreement

We are party to a Lease Agreement with Soccer dated February 11, 2015 (as amended on June 22, 2017 and as amended and restated on the Issue Date), pursuant to which we leased to Soccer the Going Concern Contributions, which were made by AS Roma and Soccer following a group reorganization in 2015. The following assets, liabilities and other legal relationships, *inter alia*, have been leased to Soccer:

i. ownership of AS Roma's trademarks;

ii. certain license, marketing and sponsorship agreements;

iii. certain direct media contracts; and

iv. other goods and services and licenses and permits for the use of the media rights.

The annual consideration payable by Soccer for the lease is equal to €22.7 million plus VAT adjusted every two years to price indexation. The Lease Agreement will expire 30 years from the Issue Date.

We have the right to terminate the Lease Agreement in the event that Soccer does not pay the whole or part of the yearly consideration by June 30 of such year of lease.

We have the right to withdraw from the Lease Agreement, *inter alia*, if any of the following events occurs:

i. AS Roma ceases to own, directly, its shareholding in our company;

ii. AS Roma ceases to own its interest in Soccer;

iii. Soccer ceases to own its shareholding in our company;

iv. AS Roma sells all its activities connected to soccer (*calcio*);

v. AS Roma merges with any other company;

vi. AS Roma does not play anymore in any LNP league (Serie A or Serie B);

vii. A change in control as provided for under the Indenture occurs;

viii. AS Roma or Soccer become insolvent as per the terms of the Indenture; and

ix. AS Roma or Soccer are in breach of the provisions of the Indenture.

The Lease Agreement will automatically terminate in the event that the License Agreement is terminated for whatever reason.

License Agreement

Soccer and TeamCo are party to a License Agreement dated February 6, 2015 (as amended on June 22, 2017 and as amended and restated on the Issue Date), pursuant to which, Soccer granted AS Roma a non-exclusive license to use certain trademarks and other intellectual property rights (the "**Trademarks**") to allow AS Roma to carry out its business in the ordinary course. It is noted, however, that AS Roma does not have the right to use the Trademarks in connection with the design, adoption and use of team uniforms for any sponsorship business.The Licensing Agreement also authorizes AS Roma to sub-license the Trademarks to third parties.

Under the License Agreement, AS Roma may use the Trademarks on its letterhead, entrance tickets, sports equipment, official sportswear and magazines, posters and printed materials in general. Soccer, in turn, undertakes to share information with AS Roma and coordinate the use of the Trademarks in order to pursue uniform goals in the exploitation of the Trademarks. In addition, under the License Agreement, each party agrees to disclose copies of all agreements with third parties relating to the use of the Trademarks for promotional, advertising or merchandising purposes.

As consideration for the use of the Trademarks, AS Roma pays Soccer €5,000 plus VAT, per year.

The License Agreement expires 30 years from the Issue Date and will be extended for a period of three years thereafter unless terminated by either party by way of written notice sent to the other party at least 6 months prior to the expiry date. Soccer has the right to withdraw from the License Agreement if AS Roma is in breach of its obligations under the Playing and Staging Agreement or becomes insolvent or is in breach of its material obligations under the Refinancing Transactions.

Agreements for the Assignment of Receivables from Indirect Media Rights Contracts and Certain Sponsorship Contracts

We are party to the Original Receivables Assignment Agreement, pursuant to which AS Roma has assigned its receivables under the existing and future indirect media rights contracts entered into by AS Roma with a Football Body (being defined as any of Serie A, Serie B, UEFA, FIFA, FIGC or any other football league or union administrator or body whether nationally or internationally). Media rights include any existing or future television, digital, radio or any other media right of any kind.

The assignment created under the Original Receivables Assignment Agreement is on a non-recourse (*pro soluto*) basis. AS Roma undertakes to carry out the formalities for the perfection of the assignment of the receivables. The receivables are paid at their nominal value by us and according to a deferred consideration mechanism in compliance with the terms and conditions provided under the Indenture. The parties to the Original Receivables Assignment Agreement acknowledge and agree that the payment of the consideration for the assignment is subordinated to the rights of the finance parties under the Indenture.

AS Roma undertakes to immediately notify us upon execution by AS Roma of any future indirect media right contract and to enter within the following ten business days, into an agreement for the assignment of the receivables arising from such new indirect media right contract.

On or about the Issue Date, we will enter into a new deed of assignment of receivables with AS Roma (the "**New Receivables Assignment Agreement**") pursuant to which AS Roma will assign (and will undertake to assign, as the case may be) its receivables under: (A) the existing and further indirect media rights contracts entered into by AS Roma with a Football Body (being defined as any of Serie A, Serie B, UEFA, FIFA, FIGC or any other football league or union administrator or body whether nationally or internationally) following the execution of the Original Receivables Assignment Agreement, and (B) certain existing and, possibly, further sponsorship contracts entered into by AS Roma.

The assignment created under the New Receivables Assignment Agreement is on a non-recourse (*pro soluto*) basis. AS Roma undertakes to carry out the formalities for the perfection of the assignment of the receivables. The receivables are paid at their nominal value by us and according to a deferred consideration mechanism in compliance with the terms and conditions provided under the Indenture. The parties to the New Receivables Assignment Agreement acknowledge and agree that the payment of the consideration for the assignment is subordinated to the rights of the finance parties under the Indenture.

AS Roma undertakes to immediately notify us upon execution by AS Roma of any further indirect media right contract and/or any further sponsorship contract, as the case may be, and to enter within the following ten business days, into an agreement for the assignment of the receivables arising from such new indirect media right contract and/or any further sponsorship contract, as the case may be.

Intercompany Loans

See "*Description of Certain Financing Arrangements—Intercompany Loans*".

Tax Consolidation Agreement

We and NEEP entered into a tax consolidation agreement (the "**Tax Consolidation Agreement**") pursuant to Article 117 et seq. of Presidential Decree No. 917 of December 22, 1986 (*Testo Unico delle Imposte sui Redditi*) ("**Decree No. 917**") on December 16, 2014, as subsequently amended on February 2, 2015, which includes also, *inter alia*, AS Roma, Brand Management and AS Roma Real Estate S.r.l. The Tax Consolidation Agreement was last renewed on July 1, 2018 for a duration of three fiscal years (*i.e.* until June 30, 2021). The relevant tax authorities were informed of the option for renewal on March 28, 2019. The Tax Consolidation Agreement may be renewed every three years by filing the relevant option to the tax authority.

Pursuant to the Tax Consolidation Agreement, we and NEEP pool together our respective taxable income and losses for IRES, and NEEP is responsible for both its own and our income tax obligations. Under the regulatory framework set forth by Articles 117 to 129 of Decree No. 917, corporate income taxes relating to companies that have opted for the tax consolidation regime are determined on the basis of a single overall taxable base which consolidates the profits and losses of the parent company with those of its subsidiaries. As a result, a single tax payable or tax receivable applies to us and to NEEP as a whole. In the case of a tax receivable, the parent company has the option to ask for refund or to carry forward the tax receivable. The tax consolidation regime allows the parent company and its subsidiaries to offset the parent company's losses against its subsidiaries' taxable income and vice versa. Pursuant to the Tax Consolidation Agreement, we are responsible for providing NEEP with all the documentation it requires for preparing and filing the consolidated income tax statement and NEEP is responsible for determining and paying the consolidated corporate income tax.

In line with Article 127 of Decree No. 917, the Tax Consolidation Agreement provides that we, as a consolidated entity, are:

- jointly liable with NEEP for any IRES deficiency (and related interest) or for any IRES penalty connected with such deficiency due by the tax consolidation as a result of tax assessments or other tax controls that adjust our taxable income upward; and
- liable for other penalties arising from our own violations or omissions.

The Tax Consolidation Agreement terminates with immediate effect if NEEP ceases to control us (as control is defined in the applicable tax law) for any reason.

DESCRIPTION OF CERTAIN FINANCING ARRANGEMENTS

The following summary of AS Roma's significant indebtedness does not purport to be complete and is subject to, and qualified by, the underlying documents.

Intercompany Loan Agreements

As of the Issue Date, *pro forma* for the Refinancing Transactions, three Intercompany Loan Agreements will be in place. The rate of interest applicable to each of the Intercompany Loan Agreements is equal to the stated interest rate of the Notes offered hereby.

The Amended and Restated Soccer/TeamCo Intercompany Loan Agreement governs intercompany loans comprising (i) a single facility up to an amount equal to €37 million, initially executed by Soccer, as lender, and AS Roma, as borrower, on November 13, 2014 as amended and restated as of the Issue Date; (ii) two different facilities up to an amount equal to, respectively, €72.66 million and €77.64 million, initially executed by Soccer, as lender, and AS Roma, as borrower, on February 11, 2015, as amended and restated as of the Issue Date, pursuant to which Soccer agreed to on-lend, *inter alia*, a portion of the Existing Facility, as amended and restated from time to time, including on or about the Issue Date.

The Amended and Restated MediaCo/Soccer Intercompany Loan Agreement governs intercompany loans made through two different facilities up to an amount equal to, respectively, €97.36 million and the amount specified in the *Secured Account Waterfall* section of the Indenture, initially executed by the Issuer, as lender, Soccer, as borrower, and AS Roma, as guarantor, on February 11, 2015, as amended and restated on the Issue Date, pursuant to which the Issuer agreed to on-lend, *inter alia*, a portion of the Existing Facility, as amended and restated from time to time, including on or about the Issue Date. The loan is repaid as the Issuer receives deposits of Soccer Media and Sponsorship Revenue into the Cash Inflows Account, if no lease rental payments are then due under the Lease Agreement. Additional amounts can be extended under the loan if the Issuer pays any of Soccer's operating expenses and/or tax liabilities and there is no principal or interest due from the Issuer to Soccer under the Amended and Restated Subordinated Loan Agreement.

The Amended and Restated MediaCo/TeamCo Intercompany Loan Agreement governs intercompany loans made through two different facilities up to an amount equal to, respectively, €20.40 million and €54.9 million, initially executed by the Issuer, as lender, and AS Roma, as borrower, on June 22, 2017, as amended and restated as of the Issue Date, pursuant to which the Issuer agreed to on-lend, *inter alia*, a portion of the Existing Facility, as amended and restated from time to time, including on or about the Issue Date, through which a portion of the proceeds of the issuance of the Notes will be on-lent to TeamCo. The balance outstanding under the Amended and Restated MediaCo/TeamCo Intercompany Loan Agreement may be paid, in part, from time to time by set-off against outstanding Receivables Assignment Deferred Consideration.

The intercompany loans granted under the Intercompany Loan Agreements must be repaid in full on the date falling 1 year after the Maturity of the Notes, unless in the event of an acceleration of the amounts under the Indenture, which will cause any outstanding amount under the Intercompany Loan Agreements to be immediately due and payable.

The rights and receivables of each of the Issuer and Soccer under their respective Intercompany Loan Agreements will be pledged as Collateral.

Amended and Restated Subordinated Loan Agreement

As of the Issue Date, the Amended and Restated Subordinated Loan Agreement, governing the subordinated intercompany loan granted from Soccer to the Issuer, will be in place. Any amount from time to time made available by Soccer to the Issuer in excess to the amounts due by Soccer to the Issuer under any Intercompany Agreements (with specific reference to the Lease Agreement and the Amended and Restated MediaCo/Soccer Intercompany Loan Agreement) will qualify as an advance under the Amended and Restated Subordinated Loan Agreement. The rate of interest applicable to the Amended and Restated Subordinated Loan Agreement is equal to the stated interest rate of the Notes offered hereby. Amounts outstanding under the Amended and Restated Subordinated Loan Agreement are repaid when a payment is made from the Issuer's Opex Account in payment of Soccer's operating expenses and tax liabilities.

Intercreditor Agreement

To establish the relationships and relative priorities among the Security Agent, any future *Pari Passu* Creditors (as defined below) and certain future creditors and creditor representatives of the Group, the Issuer, AS Roma, Soccer, NEEP, Brand Management and ASR Soccer (collectively, along with any additional party which joins as a future debtor, the "**Debtors**") will enter into the Intercreditor Agreement.

In this description:

"***Agreed Security Principles***" means the principles set out in Schedule 4 (*Agreed Security Principles*) of the Intercreditor Agreement.

"***Debt Document***" means each of the Intercreditor Agreement, the Senior Secured Notes Indenture, the Hedging Agreements, the *Pari Passu* Debt Documents, the Security Documents, the Services Agreement, the Lease Agreement, the License Agreement, the Playing and Staging Agreement, any TeamCo Receivables Assignment, any agreement evidencing the terms of the Soccer Liabilities or the Subordinated Liabilities and any other document designated as such by the Security Agent and the Company.

"***Hedge Counterparty***" means any entity which becomes a Party as a Hedge Counterparty pursuant to Clause 20.8 (*Creditor/Creditor Representative Accession Undertaking*) of the Intercreditor Agreement.

"***Liabilities***" means all present and future liabilities and obligations at any time of a Debtor to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or as principal or surety or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

(a) any refinancing, novation, deferral or extension;

(b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition;

(c) any claim for damages or restitution; and

(d) any claim as a result of any recovery by a Debtor of a Payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings.

"***Pari Passu Creditors***" means: (a) each senior secured holder of Notes; (b) each other creditor representative in relation to any *pari passu* debt liabilities, each *pari passu* arranger, each other *pari passu* noteholder and each *pari passu* lender; and (c) the hedge counterparties which rank *pari passu* in accordance with the Intercreditor Agreement.

"***Pari Passu Debt Documents***" means:

(a) each Senior Secured Note Document; and

(b) each other document or instrument entered into between any Debtor and a *Pari Passu* Creditor setting out the terms of any credit facility, notes, indenture or debt security which creates or evidences any *Pari Passu* Debt Liabilities.

"***Pari Passu Debt Liabilities***" means the Liabilities owed by the Debtors to the *Pari Passu* Creditors under or in connection with the *Pari Passu* Debt Documents.

"***Pari Passu Discharge Date***" means the first date on which all liabilities which rank *pari passu* in accordance with the terms of the Intercreditor Agreement have been fully and finally discharged to the satisfaction of the relevant creditor representative and each hedge counterparty and creditor which each rank *pari passu* are under no further obligation to provide financial accommodation to any of the Debtors under the *Pari Passu* Debt Documents.

"***Pari Passu Note Trustee***" means a senior secured Note trustee and any other trustee in respect of the Notes which has acceded to the Intercreditor Agreement.

"***Pari Passu Note Indenture***" means the Senior Secured Notes Indenture and any other note indenture setting out the terms of any debt security which creates or evidences debt liabilities which rank *pari passu* in accordance with the terms of the Intercreditor Agreement.

"***Secured Parties***" means the Security Agent, any Receiver or Delegate and each of the *Pari Passu* Creditors from time to time but, in the case of each *Pari Passu* Creditor, only if it (or, in the case of a *pari passu* noteholder, its creditor representative) is a Party or has acceded to this Agreement, in the appropriate capacity, pursuant to Clause 20.8 (*Creditor/Creditor Representative Accession Undertaking*) of the Intercreditor Agreement.

"***Senior Secured Note Documents***" mean the Senior Secured Notes Indenture, the Senior Secured Notes, the Security Documents and the Intercreditor Agreement.

"***Senior Secured Notes Indenture***" means the indenture governing the Senior Secured Notes dated on or about the date of the Intercreditor Agreement and made between, among others, the Senior Secured Note Trustee, The Bank of New York Mellon, London Branch as paying agent and The Bank of New York Mellon SA/NV, Luxembourg Branch as transfer agent and registrar, the Security Agent and the Issuer.

General

The Intercreditor Agreement will set out, among other things:

- the relative ranking of certain indebtedness of the Debtors;
- the relative ranking of certain security granted by the Debtors;
- when payments can be made in respect of certain indebtedness of the Debtors;
- when enforcement action (including acceleration and/or demand for payment and certain similar actions) can be taken in respect of such indebtedness and the Collateral (as defined below);
- the terms pursuant to which that indebtedness will be subordinated upon the occurrence of certain insolvency events;
- the requirement to turnover amounts received from the repayment of indebtedness, enforcement of the Collateral and/or certain guarantees;
- when Collateral and guarantees will be released to permit an enforcement sale; and
- the order for applying proceeds from the enforcement of the Collateral and other amounts received by the Security Agent.

The Intercreditor Agreement will contain provisions relating to future indebtedness that may be incurred by the Debtors provided that it is not prohibited by the terms of the Senior Secured Notes Indenture, the Intercreditor Agreement and any other relevant Debt Document, which may rank *pari passu* to the Notes and be secured by the Collateral, subject to the terms of the Intercreditor Agreement. The *Pari Passu* Creditors will have rights under the Intercreditor Agreement which are summarized below.

By accepting a Note, the relevant holder thereof shall be deemed to have agreed to, and accepted the terms and conditions of, the Intercreditor Agreement and shall be deemed to have authorized the Trustee to enter into the Intercreditor Agreement on its behalf.

The following description is a summary of certain provisions, among others, that will be contained in the Intercreditor Agreement and which relate to the rights and obligations of the holders of the Notes. It does not restate the Intercreditor Agreement in its entirety. As such, you are urged to read the Intercreditor Agreement because it, and not the description that follows, defines certain rights of the holders of the Notes. Unless expressly stated otherwise in the Intercreditor Agreement, in the event of a conflict between the terms of the Senior Secured Notes Indenture and the Intercreditor Agreement, the provisions of the Intercreditor Agreement will prevail.

Ranking and Priority

The Intercreditor Agreement will provide, subject to the provisions regarding permitted payments (as described below) that the *pari passu* liabilities owing to a Hedge Counterparty and the *Pari Passu* Debt Liabilities will rank *pari passu* in right and priority of payment without any preference between them.

The Liabilities owed by the Debtors to the *Pari Passu* Creditors will rank ahead of any Liabilities owed by the Issuer to Soccer (such liabilities, the "**Soccer Liabilities**") and of any other Liabilities owed by the Debtors to subordinated creditors (such liabilities, the "**Subordinated Liabilities**"). The Intercreditor Agreement will not rank any of the Soccer Liabilities or the Subordinated Liabilities as between themselves.

Collateral

The Intercreditor Agreement will provide that the Collateral will rank and secure the *Pari Passu* Debt Liabilities *pari passu* and without any preference between them.

The Intercreditor Agreement will provide that the Collateral will rank and secure the *Pari Passu* Hedging Liabilities and the *Pari Passu* Debt Liabilities *pari passu* without any preference between them.

The proceeds from any recoveries from enforcement of Collateral will be paid out as described below under "—*Application of proceeds*".

Such ranking among Collateral shall be expressed to be achieved by the provisions of the Intercreditor Agreement and will (i) not be affected by any reduction or increase in the principal amount secured by the Collateral in respect of the Liabilities owing to the *Pari Passu* Creditors or by any intermediate reduction or increase in, amendment or variation to any of the Debt Documents, or by any variation or satisfaction of, any of the Liabilities or any other circumstances, (ii) apply regardless of the order in which or dates upon which the Intercreditor Agreement and the other Debt Documents are executed or registered or notice of them is given to any person and (iii) secure the Liabilities owing to the *Pari Passu* Creditors in the order specified in the Intercreditor Agreement, regardless of the date upon which any of the Liabilities arise or of any fluctuations in the amount of any of the Liabilities outstanding.

In addition, the Intercreditor Agreement provides that the guarantees and Collateral may be released in certain circumstances described further below in "*—Release of Security and Guarantees— Non-Distressed Disposals" and "—Release of Security and Guarantees—Distressed Disposals*".

The Intercreditor Agreement will also contain restrictions on Soccer or any other subordinated creditors taking, accepting or receiving the benefit of any collateral for the Soccer Liabilities or the Subordinated Liabilities (as applicable).

Permitted Payments

The Intercreditor Agreement will permit payments to be made by the Debtors with respect to the *Pari Passu* Debt Liabilities (provided payment of *Pari Passu* Debt Liabilities is permitted under the *Pari Passu* Debt Documents) and does not limit or restrict any other payment by any Debtor other than in respect of *Pari Passu* Hedging Liabilities, Soccer Liabilities and Subordinated Liabilities. The Intercreditor Agreement will, subject to certain customary prerequisites, also permit payments with respect to *Pari Passu* Hedging Liabilities.

The Intercreditor Agreement will permit payments with respect to Soccer Liabilities and Subordinated Liabilities if the payment is not prohibited by the *Pari Passu* Debt Documents or the consent of each of the required *Pari Passu* Creditors is given.

Limitations on Enforcement

The Security Agent may refrain from enforcing the Collateral or taking any other action as to enforcement unless instructed otherwise by the Instructing Group.

For the purposes of enforcement, "**Instructing Group**" means a simple majority by value of a combined class of *Pari Passu* Creditors (the "**Majority Pari Passu Creditors**"). *Pari Passu* Hedge Counterparties will vote in accordance with the close-out amount owing to them (in respect of hedging which has been closed out).

The Security Agent is not obliged to act on the instructions of any Creditor or group of Creditors or enforce the Collateral until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Debt Documents and which may include payment in advance) for any cost, loss or liability (together with any applicable VAT) which it may incur in complying with those instructions in accordance with the Intercreditor Agreement.

If the Majority *Pari Passu* Creditors wish to instruct the Security Agent to commence enforcement of any of the Collateral, the relevant creditor representative (and, if applicable, *Pari Passu* Hedge Counterparties) must deliver a copy of those proposed enforcement instructions to the Security Agent and the Security Agent shall promptly forward such initial enforcement instructions to the creditor representatives for any other creditor classes and each Hedge Counterparty which did not deliver such notice. The Security Agent will act in accordance with enforcement instructions received from the Majority *Pari Passu* Creditors.

The secured parties shall not have any independent power to enforce, or have recourse to, any of the Collateral or to exercise any right, power, authority or discretion arising under the security documents except through the Security Agent.

Any enforcement instructions given must comply with the enforcement objective, namely to maximize, to the extent consistent with a prompt and expeditious realization of value, the value realized from enforcement.

Turnover Provisions

Turnover by the Creditors

Subject to certain exclusions, if at any time prior to the *Pari Passu* Discharge Date, any *Pari Passu* Creditor receives or recovers any payments or other realization of amounts (including by way of set-off) under or in connection with the enforcement of Collateral not in accordance with the Intercreditor Agreement it must:

- in relation to amounts not received or recovered by way of set-off, (i) hold an amount of that receipt or recovery equal to the relevant liabilities (or if less, the amount received or recovered) on trust for the Security Agent and promptly pay or distribute that amount to the Security Agent for application in accordance with the terms of the Intercreditor Agreement and (ii) promptly pay or distribute an amount equal to the amount (if any) by which the receipt or recovery exceeds the relevant liabilities to the Security Agent for application in accordance with the terms of this Intercreditor Agreement; and
- in relation to receipts and recoveries received or recovered by way of set-off, promptly pay an amount equal to that receipt or recovery to the Security Agent for application in accordance with the terms of the Intercreditor Agreement.

Turnover by the Other Creditors

Subject to certain exclusions, if at any time prior to the *Pari Passu* Discharge Date, any Creditor other than a *Pari Passu* Creditor receives or recovers any payment or distribution of, or on account of or in relation to, any of the liabilities under the Debt Documents which is neither a permitted payment under the Intercreditor Agreement nor proceeds from the enforcement of any Collateral not applied in accordance with the section entitled '*Application of Proceeds'* below then that Creditor will:

- in relation to amounts not received or recovered by way of set-off, (i) hold an amount of that receipt or recovery equal to the relevant liabilities (or if less, the amount received or recovered) on trust for the Security Agent and promptly pay or distribute that amount to the Security Agent for application in accordance with the terms of the Intercreditor Agreement and (ii) promptly pay or distribute an amount equal to the amount (if any) by which the receipt or recovery exceeds the relevant liabilities to the Security Agent for application in accordance with the terms of the Intercreditor Agreement; and
- in relation to receipts and recoveries received or recovered by way of set-off, promptly pay an amount equal to that receipt or recovery to the Security Agent for application in accordance with the terms of the Intercreditor Agreement.

Turnover of Enforcement Proceeds

If the Security Agent or a creditor representative is not entitled, for reasons of applicable law, to pay or distribute amounts received pursuant to the making of a demand under any guarantee, indemnity or other assurance against loss or the enforcement of the Collateral to the relevant *Pari Passu* Creditors, but is entitled to pay or distribute those amounts to Creditors (such Creditors, the "**Receiving Creditors**") who, in accordance with the terms of the Intercreditor Agreement, are subordinated in right and priority of payment to the relevant *Pari Passu* Creditors and the *Pari Passu* Discharge Date has not yet occurred (nor would occur after taking into account such payments), then the Receiving Creditors shall make such payments or distributions to the relevant *Pari Passu* Creditors as the Security Agent shall require to place the relevant *Pari Passu* Creditors in the position they would have been in had such amounts been available for application against the Liabilities.

Turnover by Note Trustees

A *Pari Passu* Note Trustee shall only have an obligation to turn over or repay amounts received or recovered under the Intercreditor Agreement by it (i) if it had actual knowledge that the receipt or recovery is an amount received in breach of the Intercreditor Agreement (a "**Turnover Receipt**") and (ii) to the extent that, prior to receiving that knowledge, it has not distributed the amount of the Turnover Receipt to the *pari passu* noteholders for which it is the representative in accordance with the provisions of the relevant *Pari Passu* Note Indenture. For the purpose of the Intercreditor Agreement, (i) "actual knowledge" of the relevant *Pari Passu* Note Trustee shall be construed to mean the *Pari Passu* Note Trustee shall not be charged with knowledge (actual or otherwise) of the existence of facts that would impose an obligation on it to make any payment or prohibit it from making any payment unless a responsible officer of such *Pari Passu* Note Trustee has received, not less than two business days' prior to the date of such payment, a written notice that such payments are required or prohibited by the Intercreditor Agreement; and (ii) "responsible officer" when used in relation to a *Pari Passu* Note Trustee means any person who is an officer within the corporate trust and agency department of the relevant note trustee, including any director, associate director, vice president, assistant vice president, senior associate, assistant treasurer, trust officer, or any other officer of the relevant note trustee who customarily performs functions similar to those performed by such officers, or to whom any corporate trust matter is referred because of such individual's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of the Intercreditor Agreement.

Application of Proceeds

All amounts from time to time received or recovered by the Security Agent pursuant to the terms of any Debt Documents or in connection with the realization or enforcement of all or any part of the Collateral, shall be held by the Security Agent on trust to apply them at any time as it (in its discretion) sees fit, to the extent permitted by applicable law, in the following order of priority:

- first, in discharging any sums owing to the Security Agent or any receiver or delegate of it and any fees, costs and expenses incurred by each other creditor representative;
- second, in discharging all costs and expenses incurred by any *Pari Passu* Creditor in connection with any realization or enforcement of the Collateral in accordance with the terms of the Intercreditor Agreement or any action taken at the request of the Security Agent in accordance with the Intercreditor Agreement;
- third, in payment or distribution to the creditor representatives in respect of *Pari Passu* Debt Liabilities on its own behalf and on behalf of the relevant *Pari Passu* Creditors for which it is a creditor representative and the *pari passu* Hedge Counterparties, in each case, for application towards the discharge of (A) the *Pari Passu* Debt Liabilities (in accordance with the terms of the relevant *Pari Passu* Debt Documents) on a *pro rata* basis between such *Pari Passu* Debt Liabilities under separate *Pari Passu* Facility Agreements; (B) the *Pari Passu* Debt Liabilities (in accordance with the terms of the relevant *Pari Passu* Debt Documents) on a *pro rata* basis between such *Pari Passu* Debt Liabilities under separate *Pari Passu* Note Indentures; and (C) the *pari passu* liabilities owing to a Hedge Counterparty on a *pro rata* basis between the *pari passu* liabilities owing to a Hedge Counterparty of each *pari passu* Hedge Counterparty, on a *pro rata* and *pari passu* basis between paragraph (A), paragraph (B) and paragraph (C) above;

- fourth, if none of the Debtors is under any further actual or contingent liability under any *Pari Passu* Debt Document, or *pari passu* hedging agreement, in payment or distribution to any person to whom the Security Agent is obliged to pay or distribute in priority to any such Debtor; and

- fifth, the balance, if any, in payment or distribution to the relevant Debtor.

Release of Security and Guarantees – Non-Distressed Disposals

In circumstances where a disposal to a person or persons outside the Group is not a distressed disposal (and is not prohibited by the terms of the *Pari Passu* Debt Documents) the Intercreditor Agreement will provide that the Security Agent is authorized:

- to release the Collateral or any other claim (relating to a Debt Document) over the relevant asset;
- where the relevant asset consists of shares in the capital of a Debtor, to release the Collateral or any other claim (relating to a Debt Document) over the assets of that member of the group; and
- to execute and deliver or enter into any release of the Collateral or any claim in relation to such releases and issue any certificates of non-crystallisation of any floating charge or any consent to dealing that may, in the discretion of the Security Agent, be considered necessary or desirable.

If any disposal proceeds are required to be applied in mandatory prepayment of the *Pari Passu* Debt Liabilities then those disposal proceeds shall be applied in accordance with the relevant Debt Documents and the consent of any other party to the Intercreditor Agreement shall not be required for that application.

Release of Security and Guarantees – Distressed Disposals

In circumstances where a distressed disposal is being effected, the Intercreditor Agreement will provide that the Security Agent is authorized, among other things:

- to release the Collateral or any other claim over the relevant asset subject to the distressed disposal and execute and deliver or enter into any release of that Collateral or claim and issue any letters of non-crystallisation of any floating charge or any consent to dealing that may, in the discretion of the Security Agent, be considered necessary or desirable;
- if the asset subject to the distressed disposal consists of shares in the capital of a Debtor, to release (a) that Debtor and any subsidiary of that Debtor from all or any part of its borrowing liabilities, guaranteeing liabilities, in each case under the Debt Documents, and certain other liabilities; (b) any Collateral granted by that Debtor or any subsidiary of that Debtor over any of its assets; and (c) any other claim of another Debtor over that Debtor's assets or over the assets of any subsidiary of that Debtor, on behalf of the relevant Creditors and Debtors;
- if the asset subject to the distressed disposal consists of shares in the capital of a Debtor and the Security Agent decides to dispose of all or any part of the Liabilities (other than Liabilities due to any creditor representative or an arranger) owed by that Debtor or any subsidiary of that Debtor or on the basis that any transferee of those liabilities will not be treated as a *Pari Passu* Creditor or a secured party for the purposes of the Intercreditor Agreement to execute and deliver or enter into any agreement to dispose of all or part of those Liabilities on behalf of the relevant Creditors and Debtors provided that notwithstanding any other provision of any Debt Document the transferee will not be treated as a *Pari Passu* Creditor or secured party for the purposes of the Intercreditor Agreement; and
- if the asset subject to the distressed disposal consists of shares in the capital of a Debtor and the Security Agent decides to dispose of all or any part of the Liabilities (other than Liabilities due to any creditor representative or an arranger) owed by that Debtor or any subsidiary of that Debtor on the basis that any transferee of those liabilities will be treated as a *Pari Passu* Creditor or a secured party for the purposes of the Intercreditor Agreement, to execute and deliver or enter into any agreement to dispose of all (and not part only) of the liabilities owed to the *Pari Passu* Creditors (other than to any creditor representative or an arranger) and all or part of any other liabilities (other than liabilities owed to any creditor representative or an arranger) on behalf of, in each case, the relevant Creditors and Debtors.

Any net proceeds of each distressed disposal and each debt disposal shall be paid, or distributed, to the Security Agent for application in accordance with the enforcement proceeds waterfall described above under "—Application of proceeds".

Consents, Amendments and Override

Required Consents

The Intercreditor Agreement may be amended or waived only with the consent of the Security Agent the creditor representatives and the required *Pari Passu* Creditors (or, as applicable, their representatives) provided that to the extent an amendment is required to cure defects, typographical errors, resolve ambiguities or reflect changes in each of a

minor technical or administration nature provided that no such amendment has an adverse effect on the rights of any secured party, the Intercreditor Agreement may be amended by the the Security Agent, the creditor representatives and the Issuer.

Agreement to Override

Unless expressly stated otherwise in the Intercreditor Agreement, the Intercreditor Agreement overrides anything in the Debt Documents to the contrary, save that such override provisions will not cure, postpone, waive or negate in any manner any default or event of default (however described) under any Debt Document as between any creditor and any Debtor which are party to that Debt Document.

Most Favored Creditor Provision

The Intercreditor Agreement will provide that in the event that any *Pari Passu* Debt Document (other than a Senior Secured Note Document) contains covenants or defaults which are more restrictive than those contained in the Senior Secured Note Documents, then each Senior Secured Noteholder shall have the benefit of such covenants or defaults for so long as such obligations are binding upon the relevant Debtors under any such *Pari Passu* Debt Document.

Agreed Security Principles

The Issuer and each Secured Party will agree and acknowledge that their rights and obligations under any Debt Document and any Notes in respect of the giving or taking of future security and future guarantees and all the rights and obligations associated therewith will be subject to and limited by the Agreed Security Principles. Notwithstanding the foregoing, the Agreed Security Principles will not limit what security is contemplated by the Indenture or the Security Documents (in place on the Issue Date) to be granted on the Issue Date or in the future, unless the Indenture or such Security Documents specifically refer to the Agreed Security Principles as so potentially limiting such grant of security. The Agreed Security Principles embody the recognition by all parties that there may be certain legal and practical difficulties in the giving or taking of guarantees and in obtaining effective security from all members of the Group, including (but not limited to) where:

- general legal and statutory limitations, regulatory requirements or restrictions, financial assistance (including under Article 2358 and/or 2474 of the Italian Civil Code) and other similar rules limit the ability of a member of the Group to provide security or may require that the security be limited by an amount or otherwise;
- the time and cost of providing such security or guarantee (including the incurrence of legal fees, registration fees, stamp duty, taxes and any other fees or costs directly associated with such security or guarantee) is disproportionate to the benefit accruing to the Secured Parties. For the avoidance of doubt, such limitations will not affect the scope of the Collateral that the Indenture or the Security Documents (in place on the Issue Date) provide will be granted over present or future assets of the Issuer save that the Issuer will not be required to provide security over (i) a future sponsorship agreement with a total value of less than €150,000 if to do so would be unduly burdensome to the Issuer or (ii) a future sponsorship agreement or future direct media contract if to do so would be (x) unduly burdensome to the Issuer or (y) the costs of providing security are disproportionate to the benefit obtained by the beneficiaries of that security; provided, further, however, that the aggregate value of all future sponsorship agreements and future direct media contracts not subject to security pursuant to this clause (ii) shall not exceed €3.0 million);
- there is a material incremental cost involved in creating security over intellectual property assets of the Issuer. In such cases only the mareial intellectual property assets shall be subject to security; and
- providing such security or guarantee would not be within the legal capacity of the relevant members of the Group or if the same would conflict with the fiduciary duties of those directors or contravene any prohibition imposed law or regulation or result in personal or criminal liability on the part of any officer or any significant risk of legal liability for the directors of any Group company, provided that the relevant member of the Group shall use reasonable endeavours to overcome such obstacles.

Certain Indebtedness of TeamCo

Short term indebtedness

As at the date of this Offering Memorandum, TeamCo has been granted, by primary financial institutions, overdraft credit facilities on market standard terms up to an overall committed (*accordato*) principal amount equal to €20.5 million, whose main features are summarised in the table below:

Short term financing	Expiration Date	Interest Rate	Original Amount (in Euro)
Overdraft credit facility 1	Up to revocation	Euribor 3m + 4%	2.5 million
Overdraft credit facility 2	November 31, 2019	Euribor 3m + 4.75%	8.0 million
Overdraft credit facility 3	September 30, 2019	Euribor 3m + 4.75%	10.0 million
Aggregate principal amount			**20.5 million**

It is the intention of TeamCo to renew each of the overdraft credit facilities under overdraft credit facilities 2 and 3 above, on or about the relevant expiration date.

Loans made available by Istituto per il Credito Sportivo to TeamCo

Istituto per il Credito Sportivo made two long term loans available to TeamCo in June 2015 and March 2017, for the purpose of financing certain capex relating to Trigoria Sporting Centre.

In 2015, the first long term loan was made available to TeamCo for an original principal amount equal to €447,300, to be repaid in 20 semi-annual instalments, the first falling on November 30, 2015 and the last on May 31, 2025. The annual rate of interest is fixed and equal to 3% and the loan is secured by a pledge over a bank account opened in the name of TeamCo and having a balance of €52,106.64 and guaranteed by a personal guarantee (*fideiussione*) granted by AS Roma Real Estate S.r.l. for the entire amount of the loan, securing and/or guaranteeing TeamCo's obligations under the loan agreement. The voluntary prepayment of the loan is permitted (in full or in part), following three years after the first prepayment installement, subject to a prepayment fee equal to 2% of the early repaid principal amount.

In 2017, the second long term loan was made available to TeamCo for an original principal amount equal to €637,000, to be repaid in 20 instalments, the first falling in September 2017 and the last in March 2027. The annual rate of interest is fixed and equal to 4.104%, at market standard conditions, and the loan is secured by a pledge over a bank account opened in the name of TeamCo and having a balance of €80,000 and guaranteed by a personal guarantee (*fideiussione*) granted by A.S. Roma Real Estate S.r.l. for the entire amount of the loan, securing and/or guaranteeing TeamCo's obligations under the loan agreement. The voluntary prepayment of the loan is permitted (in full or in part), following three years after the first prepayment installement subject to a prepayment fee equal to 3% of the early repaid principal amount.

DESCRIPTION OF THE NOTES

You will find definitions of certain capitalized terms used in this "Description of the Notes" under the heading "Certain Definitions". For purposes of this "Description of the Notes", references to the "Issuer", "we", "our", and "us" refer to ASR Media and Sponsorship S.p.A.

The Issuer will issue €275.0 million aggregate principal amount of Senior Secured Notes due 2024 (the "Notes") under an indenture to be dated as of August 8, 2019 (the "Indenture"), among, *inter alios*, the Issuer, AS Roma S.p.A. ("TeamCo"), Soccer Sas di Brand Management S. r.l. ("Soccer" or "Guarantor"), The Law Debenture Trust Corporation p.l.c., as trustee and legal representative of the Holders (*mandatario con rappresentanza*) under the Indenture, common representative (*rappresentante comune*) of the Holders pursuant to articles 2417 and 2418 of the Italian Civil Code and representative (*rappresentante*) pursuant to article 2414-*bis*, 3rd paragraph of the Italian Civil Code (the "Trustee"), Unione di Banche Italiane S.p.A., as security agent (the "Security Agent") and The Bank of New York Mellon, London Branch, as paying agent and The Bank of New York Mellon SA/NV, Luxembourg Branch as transfer agent and registrar. TeamCo shall be party to the Indenture for certain limited purposes and shall not guarantee the Notes. The Restricted Group will consist of the Issuer, Soccer and any of their respective subsidiaries. The Indenture will not be qualified under, incorporate by reference or otherwise or include or be subject to any provisions of the U. S. Trust Indenture Act of 1939, as amended.

The proceeds of the offering of the Notes sold on the Issue Date will be used as set forth in this Offering Memorandum under the caption "*Use of Proceeds*."

The Notes will be guaranteed by Soccer and will not be guaranteed by TeamCo or any other entity. See "*Risk Factors—Risks Related to Our Capital Structure*".

The Indenture will be unlimited in aggregate principal amount, of which €275.0 million aggregate principal amount of Notes will be issued in this Offering. We may, subject to applicable law, issue an unlimited principal amount of additional Notes having identical terms and conditions as the Notes (the "Additional Notes"); provided that if the Additional Notes are not fungible with the Notes for U. S. federal income tax purposes, the Additional Notes will be issued with a separate ISIN code or common code, as applicable, from the Notes. We will only be permitted to issue Additional Notes in compliance with the covenants contained in the Indenture, including the covenant restricting the Incurrence of Indebtedness (as described below under "—Certain Covenants—Limitation on Indebtedness") and restricting the Incurrence of Liens (as described below under "—Certain Covenants—Limitation on Liens"). Except with respect to right of payment and optional redemption, and as otherwise provided for in the Indenture, the Notes issued in this Offering and, if issued, any Additional Notes will be treated as a single class for all purposes under the Indenture, including, without limitation, with respect to waivers, amendments, redemptions and offers to purchase. Unless the context otherwise requires, in this "Description of the Notes", references to the "Notes" include the Notes and any Additional Notes that are actually issued.

The Indenture and the Guarantee thereunder will be subject to the terms of the Intercreditor Agreement and any Additional Intercreditor Agreements (as defined below). The Intercreditor Agreement subordinates the Issuer's obligations in respect of the Tax Consolidation Agreement, the Receivables Assignment Deferred Consideration, the Services Agreement Fee and any future Subordinated Shareholder Funding, respectively, to the Issuer's obligations in respect of the Notes. The creditor representative of any future *Pari Passu* Indebtedness will accede to the Intercreditor Agreement and any Additional Intercreditor Agreements, as applicable. The terms of the Intercreditor Agreement are important to understanding the terms and ranking of the Liens on the Collateral securing the Notes. See "*Description of Certain Financing Arrangements—Intercreditor Agreement*" for a description of the material terms of the Intercreditor Agreement.

This "Description of the Notes" is intended to be an overview of the material provisions of the Notes, the Indenture and the Security Documents. Since this description of the terms of the Notes is only a summary, you should refer to the Notes, the Indenture and the Security Documents for complete descriptions of the obligations of the Issuer and your rights. Copies of the Indenture and the Security Documents are available from us upon request.

The registered Holder of a Note will be treated as the owner of it for all purposes. Only registered Holders will have rights under the Indenture, including, without limitation, with respect to enforcement and the pursuit of other remedies. The Notes have not been, and will not be, registered under the Securities Act and are subject to certain transfer restrictions.

General

The Notes

The Notes will, upon issuance:

- be general senior obligations of the Issuer;
- be secured as set forth under "*—Security";*

- rank *pari passu* in right of payment with any future indebtedness of the Issuer that is not expressly subordinated in right of payment to the Notes;
- rank senior in right of payment to any existing and future Indebtedness of the Issuer that is expressly subordinated in right of payment to the Notes, including Subordinated Shareholder Funding;
- rank effectively senior to any future indebtedness of the Issuer that is unsecured to the extent of the value of the Collateral; and
- be guaranteed by the Guarantor as described under "*—The Guarantee"*;
- be effectively subordinated to any future Indebtedness of the Issuer and its Subsidiaries that is secured by property or assets that do not secure the Notes, to the extent of the value of the property or assets securing such Indebtedness.

The Guarantee

The Guarantee of the Notes by Soccer will:

- be a general senior obligation of Soccer;
- rank *pari passu* in right of payment with any future indebtedness of the Guarantor that is not expressly subordinated in right of payment to the Guarantor's Guarantee;
- rank senior in right of payment to any existing and future Indebtedness of the Guarantor that is expressly subordinated in right of payment to the Guarantor's Guarantee, including Subordinated Shareholder Funding;
- be effectively subordinated to any future Indebtedness of the Guarantor that is secured by property or assets which are not part of the Collateral securing the Notes to the extent of the value of the property or assets securing such Indebtedness; and
- be subject to the limitations described herein and in "*Risk Factors—Risks Related to the Notes, the Guarantee and the Collateral*", "*Limitations on validity and enforceability of the Guarantee and the Collateral and certain insolvency law considerations*" and "*Description of certain financing arrangements—Intercreditor Agreement*".

Principal and Maturity

The Issuer will issue €275.0 million in aggregate principal amount of Notes on the Issue Date (the "Initial Notes"). The Notes will mature on August 1, 2024 at par. The Notes will be issued in minimum denominations of €100,000 and in integral multiples of €1,000 in excess thereof.

Interest

Interest on the Notes will accrue at a rate of 5.125% per annum. Interest on the Notes will:

- accrue from the Issue Date or, if interest has already been paid, from the date it was most recently paid;
- be payable in cash semi-annually in arrears on June 30 and December 31, commencing on December 31, 2019;
- be payable to the holder of record of such Notes on the Business Day immediately preceding the related interest payment date; and
- be computed on the basis of a 360-day year and twelve 30-day months.

The rights of Holders to receive the payments of interest on such Notes are subject to applicable procedures of Euroclear and Clearstream. If the due date for any payment in respect of any Notes is not a Business Day at the place at which such payment is due to be paid, the Holder thereof will not be entitled to payment of the amount due until the next succeeding Business Day at such place, and will not be entitled to any further interest or other payment as a result of any such delay.

Methods of Receiving Payments on the Notes

Principal, interest and premium, if any, on the Notes will be payable at the specified office or agency of one or more Paying Agents; *provided* that all such payments with respect to the Notes represented by one or more Global Note registered in the name of a nominee of or held by a common depositary for Euroclear and Clearstream, as applicable, will be made by wire transfer of immediately available funds to the account specified by the Holder or Holders thereof.

Principal, interest and premium, Additional Amounts if any, on any certificated securities ("Definitive Registered Notes") will be payable at the specified office or agency of one or more Paying Agents maintained for such purposes. In addition, interest on the Definitive Registered Notes may be paid by bank transfer to the person entitled thereto as shown on the register for the Definitive Registered Notes. See "*—Paying Agent and Registrar for the Notes*".

Paying Agent and Registrar for the Notes

The Issuer will maintain one or more Paying Agents for the Notes. The initial Paying Agent will be The Bank of New York Mellon, London Branch (the "Principal Paying Agent").

The Issuer will also maintain a registrar (the "Registrar") and a transfer agent (the "Transfer Agent"). The initial Registrar and the initial Transfer Agent will be The Bank of New York Mellon SA/NV, Luxembourg Branch. The Registrar and Transfer Agent will maintain a register reflecting ownership of the Notes outstanding from time to time, if any, and will make payments on and facilitate transfers of the Notes on behalf of the Issuer.

The Issuer may change any Paying Agents, Registrars or Transfer Agents for the Notes without prior notice to the Holders of such Notes. However, for so long as Notes are listed on the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, the Issuer will publish notice of any change of Paying Agent, Registrar or Transfer Agent in a daily newspaper with general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*). Such notice of the change in a Paying Agent, Registrar or Transfer Agent may also be published on the official website of the Luxembourg Stock Exchange (*www.bourse.lu*), to the extent and in the manner permitted by the rules of the Luxembourg Stock Exchange. The Issuer or any of its Subsidiaries may act as Paying Agent or Registrar in respect of the Notes.

Release of the Guarantee

The Guarantee will terminate and be released upon:

(1) defeasance or discharge of the Notes, as provided in "—*Defeasance*" and "—*Satisfaction and Discharge*";

(2) full payment of all obligations of the Issuer and the Guarantor under the Indenture and the Notes;

(3) as described "—*Amendments and Waivers*"; or

(4) as otherwise provided in the Intercreditor Agreement or any Additional Intercreditor Agreement.

Upon the request, and at the cost of the Issuer, the Trustee shall take all necessary actions, including the granting of releases or waivers under the Intercreditor Agreement or any Additional Intercreditor Agreement, to effectuate any release of the Guarantee in accordance with these provisions, subject to customary protections and indemnifications. Each of the releases set forth above shall be effected by the Trustee without the consent of the Holders or any other action or consent on the part of the Trustee.

Transfer and Exchange

The Notes will be issued in the form of several registered notes in global form without interest coupons, as follows:

- Notes sold within the United States to qualified institutional buyers pursuant to Rule 144A under the Securities Act will initially be represented by one or more global notes in registered form without interest coupons attached (the "144A Global Notes"). The 144A Global Notes will, on the Issue Date, be deposited with and registered in the name of the nominee of the common depositary for the accounts of Euroclear and Clearstream.
- Notes sold outside the United States pursuant to Regulation S under the Securities Act will initially be represented by one or more global notes in registered form without interest coupons attached (the "Regulation S Global Notes" and, together with the 144A Global Notes, the "Global Notes"). The Regulation S Global Note will, on the Issue Date, be deposited with and registered in the name of the nominee of the common depositary for the accounts of Euroclear and Clearstream.

Ownership of interests in the Global Notes ("Book-Entry Interests") will be limited to persons that have accounts with Euroclear and Clearstream or persons that may hold interests through such participants.

Ownership of interests in the Book-Entry Interests and transfers thereof will be subject to the restrictions on transfer and certification requirements summarized below and described more fully under "*Notice to Investors*". In addition, transfers of Book-Entry Interests between participants in Euroclear or participants in Clearstream will be effected by Euroclear and Clearstream pursuant to customary procedures and subject to the applicable rules and procedures established by Euroclear or Clearstream and their respective participants.

Book-Entry Interests in the 144A Global Notes (the "144A Book-Entry Interests") may be transferred to a person who takes delivery in the form of Book-Entry Interests in the Regulation S Global Notes (the "Regulation S Book-Entry Interests") denominated in the same currency only upon delivery by the transferor of a written certification (in the form provided in the Indenture) to the effect that such transfer is being made in accordance with Regulation S under the Securities Act.

Prior to 40 days after the Issue Date of the Notes, ownership of Regulation S Book-Entry Interests will be limited to persons that have accounts with Euroclear or Clearstream or persons who hold interests through Euroclear or Clearstream, and any sale or transfer of such interest to US persons shall not be permitted during such period unless such resale or transfer is made pursuant to Rule 144A under the Securities Act. Subject to the foregoing, Regulation S Book-Entry Interests may be transferred to a person who takes delivery in the form of 144A Book-Entry Interests only

upon delivery by the transferor of a written certification (in the form provided in the Indenture) to the effect that such transfer is being made to a person who the transferor reasonably believes is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A or otherwise in accordance with the transfer restrictions described under "*Notice to Investors*" and in accordance with any applicable securities law of any other jurisdiction.

Any Book-Entry Interest that is transferred as described in the immediately preceding paragraphs will, upon transfer, cease to be a Book-Entry Interest in the Global Note from which it was transferred and will become a Book-Entry Interest in the Global Note to which it was transferred. Accordingly, from and after such transfer, it will become subject to all transfer restrictions, if any, and other procedures applicable to Book-Entry Interests in the Global Note to which it was transferred.

If Definitive Registered Notes are issued, they will be issued only in minimum denominations of €100,000 principal amount, and integral multiples of €1,000 in excess thereof, upon receipt by the Registrar of instructions relating thereto and any certificates, opinions and other documentation required by the Indenture. It is expected that such instructions will be based upon directions received by Euroclear or Clearstream, as applicable, from the participant which owns the relevant Book-Entry Interests. Definitive Registered Notes issued in exchange for a Book-Entry Interest will, except as set forth in the Indenture or as otherwise determined by the Issuer in compliance with applicable law, be subject to, and will have a legend with respect to, the restrictions on transfer summarized below and described more fully under "*Notice to Investors*".

Subject to the restrictions on transfer referred to above, Notes issued as Definitive Registered Notes may be transferred or exchanged, in whole or in part, in minimum denominations of €100,000 in principal amount and integral multiples of €1,000 in excess thereof. In connection with any such transfer or exchange, the Indenture will require the transferring or exchanging Holder to, among other things, furnish appropriate endorsements and transfer documents, to furnish information regarding the account of the transferee at Euroclear or Clearstream, where appropriate, to furnish certain certificates and opinions, and to pay any Taxes in connection with such transfer or exchange. Any such transfer or exchange will be made without charge to the Holder, other than any Taxes payable in connection with such transfer.

Notwithstanding the foregoing, the Issuer is not required to register the transfer or exchange of any Definitive Registered Notes:

(1) for a period of 15 days prior to any date fixed for the redemption of the Notes;

(2) for a period of 15 days immediately prior to the date fixed for selection of Notes to be redeemed in part;

(3) for a period of 15 days prior to the record date with respect to any interest payment date; or

(4) which the Holder has tendered (and not withdrawn) for repurchase in connection with a Change of Control Offer.

The Issuer, the Trustee, the Paying Agents, the Transfer Agent and the Registrar will be entitled to treat the Holder of a Note as the owner of it for all purposes.

Restricted Group and Unrestricted Subsidiaries

The Notes will be guaranteed by the Guarantor but will not be guaranteed by TeamCo or any other entity. "*Risk Factors—Risks Related to the Notes, the Guarantee and the Collateral*". As of the Issue Date, Soccer will be a member of the Restricted Group.

As at the date of this Offering Memorandum, the Issuer does not have any Subsidiaries and Soccer does not have any Subsidiaries other than the Issuer. Neither the Issuer nor the Guarantor will be permitted to designate unrestricted subsidiaries and any Subsidiary of either the Issuer or the Guarantor will be a Restricted Subsidiary.

Security

General

On or about the Issue Date and by no later than three Business Days after the Issue Date, the Notes will be secured, subject to completion of the formalities for the release of the security interests granted in relation to the Existing Facility (to be carried out promptly on the part of the Issuer and/or the grantor of the relevant security interest) and certain perfection requirements (to be carried out within the timing provided for in the relevant Security Document) and any Permitted Collateral Liens, by security interests granted on an equal and ratable first-priority basis over the following property, rights and assets:

- a pledge over the entire corporate capital of the Issuer;
- a pledge over the entire membership interest of the Guarantor;
- a pledge over the accounts of the Issuer (other than the Interim Account);
- a pledge over the accounts of the Guarantor;

- a pledge over the account of TeamCo into which revenues received from UEFA will be deposited;
- a security assignment of the rights and receivables arising under the Intercompany Agreements and the Tax Consolidation Arrangements;
- a security assignment of the rights and receivables arising under the Existing Direct Media Contracts, the Existing Indirect Media Rights Arrangements and the Existing Sponsorship Agreements;
- an undertaking to provide a security assignment of rights and receivables arising under the Future Indirect Media Rights Arrangements, the Future Direct Media Contracts and the Future Sponsorship Agreements; and
- a pledge over the Issuer's material intellectual property rights.

Italian law does not permit the assignment of receivables or the grant of security over the receivables arising from future contracts or arrangements. Because of this, TeamCo will be required to enter into any number of future receivables assignment agreements with us in respect of Future Indirect Media Rights Arrangements (e.g. when TeamCo becomes entitled to receive a portion of broadcast revenue arising from media rights arrangements between, for example, LNP or UEFA and broadcasters) and, to the extent TeamCo enters any Future Sponsorship Agreement with the Guarantor, also in respect to potential receivables arising under such contracts, in turn, the Issuer and/or the Guarantor (as the case may be), will be required to enter into a number of security assignment agreements in respect of the Future Indirect Media Rights Arrangements, once the arrangements enter into effect, as well as in respect of Future Direct Media Contracts and Future Sponsorship Agreements, once these contracts and agreements are in place. The applicable hardening period for these new security interests will run from the moment each new security interest has been granted. See "*Risk Factors—Risks Related to the Notes, the Guarantee and the Collateral—The granting of security interest in the Collateral and the undertaking of a Permitted Reorganization may create hardening periods for such security interests in accordance with Italian law*".

Subject to certain conditions, including compliance with the covenants described under "*—Certain Covenants—Impairment of Security Interest*" and "*—Certain Covenants—Limitation on Liens*", the Issuer will be permitted to grant security over the Collateral in connection with future issuances of Indebtedness of the Issuer, including any Additional Notes issued by the Issuer, in each case, as permitted under the Indenture. See "*Risk Factors—Risks Related to Our Capital Structure*".

Any other security interests that may in the future be granted to secure obligations under the Notes and the Indenture would also constitute "Collateral". All Collateral will be subject to the operation of any Permitted Collateral Liens.

As described above, all of the Collateral will also secure any Additional Notes and may also secure certain future Indebtedness. The proceeds from the enforcement of the Collateral may not be sufficient to satisfy the obligations owed to the Holder.

No appraisals of the Collateral have been made in connection with this Offering of the Notes. By its nature, some or all of the Collateral will be illiquid and may have no readily ascertainable market value. Accordingly, the Collateral may not be able to be sold in a short period of time, or at all. See "*Risk Factors—Risks Related to the Notes, the Guarantee and the Collateral—No appraisals of any of the Collateral have been prepared by us or on our behalf in connection with the issuance of the Notes. The Notes will be secured only to the extent of the value of the Collateral that has been granted as security for the Notes, and the value of the Collateral securing the Notes may not be sufficient to satisfy our obligations thereunder and such Collateral may be reduced or diluted under certain circumstances*".

Security Documents

Under the Security Documents, security will be granted over the Collateral to secure, *inter alia*, the payment when due of the Issuer's payment obligations under the Notes and the Indenture. The Security Documents will be entered into among, *inter alios*, the relevant security provider, the Security Agent (also acting as *mandatario con rappresentanza* under the Intercreditor Agreement), and, with respect to the Security Documents governed by Italian law, the Trustee acting for itself and in its capacity as the Trustee under the Indenture, as Security Representative and additionally as common representative (*rappresentante comune*) of the Holders pursuant to Articles 2414-bis, 2417 and 2418 of the Italian Civil Code.

The Indenture and the Intercreditor Agreement will provide that, to the extent permitted by the applicable laws, only the Security Agent will have the right to enforce the Security Documents on behalf of the Trustee (including in its role as Security Representative) and the Holders. As a consequence of such contractual provisions, Holders will not be entitled to take enforcement action in respect of the Collateral, except through the Trustee (including in its role as Security Representative) under the Indenture, who will (subject to the provisions of the Indenture and the Intercreditor Agreement) provide instructions to the Security Agent for the enforcement of security over the Collateral. Under the Intercreditor Agreement, the Security Agent will also act on behalf of counterparties under future *Pari Passu* Indebtedness.

The Indenture will provide that, subject to the terms thereof and of the Intercreditor Agreement, the Notes and the Indenture, as applicable, will be secured by the Security Interests in the relevant Collateral until all obligations under

the Notes, the Guarantee and the Indenture have been discharged. However, please see the section of this Offering Memorandum entitled "*Risk Factors—Risks Related to the Notes, the Guarantee and the Collateral*". The validity and enforceability of the Security Interests will be subject to, *inter alia*, the limitations described in "*Risk Factors—Risks Related to the Notes, the Guarantee and the Collateral*" and "*Limitations on Validity and Enforceability of the Guarantee and the Security Interests and Certain Insolvency Law Considerations*." The Security Documents will provide that the rights under the Security Documents and the Indenture must be exercised by the Security Agent. The Holders may only act through the Trustee (including in its role as Security Representative), who will instruct the Security Agent in accordance with the terms of the Indenture and the Intercreditor Agreement.

In the event that the Issuer, the Guarantor, any of their respective Restricted Subsidiaries or any other grantor of a Security Interest enter into insolvency, bankruptcy or similar proceedings, the Security Interests created under the Security Documents or the rights and obligations enumerated in the Intercreditor Agreement could be subject to potential challenges. If any challenge to the validity of the Security Interests or the terms of the Intercreditor Agreement was successful, the Holders may not be able to recover any amounts under the Security Documents. See "*Risk Factors—Risks Related to the Notes, the Gurantee and the Collateral*."

Enforcement of Security Interest

The Indenture and the Intercreditor Agreement will restrict the ability of the Holders or the Trustee to enforce the Security Interests. The Holders and the Trustee (including in its role as Security Representative) have, and by accepting a Note, each Holder will be deemed to have, appointed, also for the purposes of Article 1704 (*Mandato con rappresentanza*) the Security Agent to act as its agent under the Intercreditor Agreement and the security documents securing such Indebtedness, including the Security Documents. The Holders and the Trustee have and, by accepting a Note, each Holder will be deemed to have, authorized the Security Agent to (i) perform the duties and exercise the rights, powers and discretions that are specifically given to it under the Intercreditor Agreement and the security documents securing such Indebtedness, including the Security Documents, together with any other incidental rights, power and discretions; and (ii) execute each Security Document, waiver, modification, amendment, renewal or replacement expressed to be executed by the Security Agent on its behalf.

Intercreditor Agreement; Additional Intercreditor Agreements; Agreement to be Bound

The Indenture will provide that the Issuer, the Guarantor and the Trustee will be authorized (without any further consent of the Holders) to enter into the Intercreditor Agreement to give effect to the provisions described in the section entitled "*Description of Certain Financing Arrangements—Intercreditor Agreement*".

The Indenture will be subject to the terms of the Intercreditor Agreement and any Additional Intercreditor Agreements (as defined below). The Intercreditor Agreement subordinates the Issuer's and the Guarantor's obligations in respect of the Tax Consolidation Agreement, the Receivables Assignment Deferred Consideration, Services Agreement Fee and any future Subordinated Shareholder Funding, respectively, to the Issuer's and the Guarantor's obligations in respect of the Notes and the Guarantee. The creditor representative of any future *Pari Passu* Indebtedness will accede to the Intercreditor Agreement and any Additional Intercreditor Agreements, as applicable. The terms of the Intercreditor Agreement are important to understanding the terms and ranking of the Liens on the Collateral securing the Notes. See "*Description of Certain Financing Arrangements— Intercreditor Agreement*" for a description of the material terms of the Intercreditor Agreement.

The Indenture will also provide that each holder of the Notes, by accepting such Note, will be deemed to have:

(1) appointed and authorized the Security Agent and the Trustee to give effect to the provisions in the Intercreditor Agreement and any Additional Intercreditor Agreement;

(2) agreed to be bound by the provisions of the Intercreditor Agreement and the Security Documents;

(3) agreed to, and accepted, the appointment of The Law Debenture Trust Corporation p.l.c. as common representative (*rappresentante comune*) of the Holders pursuant to articles 2417 and 2418 of the Italian Civil Code;

(4) agreed to, and accepted, the appointment of The Law Debenture Trust Corporation p.l.c. as representative (*rappresentante*) of the Holders for the purposes of Article 2414-*bis*, third paragraph of the Italian Civil Code;

(5) agreed and acknowledged that the Security Agent will administer the Collateral in accordance with the Intercreditor Agreement; and

(6) irrevocably appointed the Security Agent and the Trustee to act on its behalf to enter into and comply with the provisions of the Intercreditor Agreement.

Please see the sections entitled "*Risk factors—Risks related to the Notes, the Guarantee and the Collateral—Holders of the Notes may not control certain decisions regarding the Collateral" and "Description of Certain Financing Arrangements—Intercreditor Agreement*".

Similar provisions to those described above may be included in any Additional Intercreditor Agreement (as defined below) entered into in compliance with the covenant described under "*—Certain Covenants—Additional Intercreditor Agreements*".

Release of Liens

The Issuer, its Subsidiaries and any provider of Collateral will be entitled to release the Security Interests in respect of the Collateral under any one or more of the following circumstances:

(1) as described under "*—Amendments and Waivers*";

(2) upon payment in full of principal, interest and all other obligations on the Notes or defeasance or discharge of the Notes, as provided in "*—Defeasance*" and "*—Satisfaction and Discharge*";

(3) as otherwise permitted in accordance with the Indenture, the Intercreditor Agreement or any Additional Intercreditor Agreement;

(4) as may be permitted by the covenant described under *"—Certain Covenants—Impairment of Security Interest*";

(5) in the case of the security assignment over the receivables in respect of the Intercompany Loans, upon partial repayment thereof, the Security Interests created over the receivables will be automatically reduced in proportion to such partial repayment and, upon full repayment thereof, the security assignment shall be automatically and fully released and of no further effect; or

(6) in the case of any pledge over bank accounts, upon utilization of the balance standing to the credit of such bank accounts, the Security Interests created over such balance will be automatically reduced in proportion to such utilization.

At the reasonable request of the Issuer and at the cost of the Issuer, the Security Agent and the Trustee (if required) will take all necessary action required to effectuate any release of Collateral securing the Notes, in accordance with the provisions of the Indenture, the Intercreditor Agreement or any Additional Intercreditor Agreement and the relevant Security Document. Each of the releases set forth above shall be effected by the Security Agent without the consent of the Holders or any action on the part of the Trustee (unless action is required by it to effect such release).

Optional Redemption

Except as described below and except as described under "*—Redemption for Taxation Reasons*", the Notes are not redeemable until August 1, 2021. On and after August 1, 2021 the Issuer may redeem all or, from time to time, part of the Notes upon not less than 10 nor more than 60 days' notice, at the following redemption prices (expressed as a percentage of principal amount) plus accrued and unpaid interest, to, but not including, the applicable redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date) and Additional Amounts, if any, if redeemed during the twelve-month period beginning on August 1 of the year indicated below:

Year	Redemption Price
2021	102.5625%
2022	101.28125%
2023 and thereafter	100.000%

Prior to August 1, 2021, the Issuer may on any one or more occasions redeem up to 40% of the aggregate principal amount of the Notes (including the principal amount of any Additional Notes), upon not less than 10 nor more than 60 days' notice, with funds in the aggregate amount not exceeding the Net Cash Proceeds of one or more Equity Offerings at a redemption price equal to 105.125% of the principal amount of the Notes, plus accrued and unpaid interest, to, but not including, the applicable redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date) and Additional Amounts, if any; *provided* that:

(1) at least 60% of the original principal amount of the Notes (including the principal amount of any Additional Notes) remains outstanding immediately after each such redemption; and

(2) the redemption occurs within 180 days after the closing of such Equity Offering.

In addition, prior to August 1, 2021, the Issuer may redeem all or, from time to time, a part of the Notes upon not less than 10 nor more than 60 days' notice at a redemption price equal to 100% of the principal amount of the Notes plus the Applicable Premium and accrued and unpaid interest, to, but not including, the applicable redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date) and Additional Amounts, if any.

Any such redemption and notice may, in the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent. If such redemption is subject to satisfaction of one or more conditions precedent, such notice of redemption shall state that, in the Issuer's discretion, the redemption date may be delayed until such time as any or all such

conditions shall be satisfied, or such redemption may not occur and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied by the redemption date, or by the redemption date so delayed; *provided* that in no case shall the notice have been delivered less than 10 days or more than 60 days prior to the date on which such redemption (if any) occurs. In addition, the Issuer may provide in such notice that payment of the redemption price and performance of the Issuer's obligations with respect to such redemption may be performed by another Person.

General

We may repurchase the Notes at any time and from time to time in the open market or otherwise. Notice of redemption will be provided as set forth under "*—Selection and Notice*" below.

If the Issuer effects an optional redemption of Notes, it will, for so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, inform the Luxembourg Stock Exchange of such optional redemption and confirm the aggregate principal amount of the Notes that will remain outstanding immediately after such redemption.

If the optional redemption date is on or after an interest record date and on or before the related interest payment date, the accrued and unpaid interest will be paid to the Person in whose name the Note is registered at the close of business on such record date, and no additional interest will be payable to Holders whose Notes will be subject to redemption by the Issuer.

Optional Redemption upon Certain Tender Offers

In connection with any tender offer for, or other offer to purchase, all of the Notes (including with respect to a Change of Control Offer), in the event that Holders of not less than 90% of the aggregate principal amount of the then outstanding Notes validly tender and do not validly withdraw such Notes in such tender offer or offer to purchase or purchases and the Issuer or a third party making such tender offer or offer to purchase all the Notes held by such Holders, within 60 days of such purchase, all of the holders of the Notes will be deemed to have consented to such Tender or other offer and, accordingly, the Issuer will have the right, upon not less than 10 and no more than 60 days' prior notice, to redeem all (but not less than all) the Notes that remain outstanding following such purchase at a redemption price equal to the highest price (excluding any early tender premium or similar payment) paid to each other Holder in such tender offer or offer to purchase (provided that such price shall not be less than par), plus, to the extent not included in the tender offer or offer to purchase payment, accrued and unpaid interest, if any, thereon, to, but not including, the date of such redemption (subject to the right of Holders of record on a record date to receive interest on the relevant interest payment date).

Mandatory Amortization Redemption

The Notes are subject to partial mandatory amortization redemptions (each, a "Mandatory Amortization Redemption"), in part on June 30 and December 31 of each of the years shown below at the principal amount thereof plus accrued and unpaid interest, but not including, the June 30 or December 31, as applicable, of each such year (subject to the right of Holders of record on the Business Day prior to the date of the relevant Mandatory Amortization Redemption to receive interest due on the relevant interest payment date) and Additional Amounts, if any. Each Mandatory Amortization Redemption will be done on a *pro rata* basis consistent with "*—Selection and Notice*" below. In the event that Additional Notes are issued, the Mandatory Amortization Redemption payments set forth below shall be increased commensurately in proportion to increase in principal amount of the Notes outstanding following the issuance of such Additional Notes. No notice of the Mandatory Amortization Redemptions shall be required to be delivered to the Holders.

Mandatory Amortization Redemption	**Principal Amount**
December 31, 2020,	€2,800,000
June 30, 2021,	€2,900,000
December 31, 2021	€3,000,000
June 30, 2022,	€3,100,000
December 31, 2022	€3,100,000
June 30, 2023,	€3,200,000
December 31, 2023	€3,300,000
June 30, 2024	€3,400,000

Mandatory Partial Redemption

The Notes are subject to partial mandatory redemption (each, a "Mandatory Partial Redemption") if the following conditions are met as of the last day of the financial year of the Issuer (as indicated on an annual Issuer Compliance Certificate), beginning with the financial year ending June 30, 2020:

(1) If the Roma Football Team finished the most recently completed season in a relegation position, there will be a Mandatory Partial Redemption, at a redemption price of 100% of the principal amount of the Notes to be redeemed plus accrued and unpaid interest, to, but not including the applicable redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date) and Additional Amounts, if any, of (x) amounts held in Risk Reserve Account at that time, and (y) Parachute Payment, if any, received due to the relegation;

(2) If the Roma Football Team played the most recently completed season in a league other than Serie A or Serie B, and in the event that the Roma Football Team finished such season in a position that does not enable it to play the following season in Serie A or Serie B, there will be a Mandatory Partial Redemption, at a redemption price of 100% of the principal amount of the Notes to be redeemed plus accrued and unpaid interest, to, but not including the applicable redemption date redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date), and Additional Amounts, if any, of amounts held in Risk Reserve Account at that time; or

(3) If (a) an Indirect Media Rights Event is continuing and (b) (i) the Debt Service Coverage Ratio or (i) the *Pro Forma* Debt Service Coverage Ratio is below 4.0 to 1.0, there will be a Mandatory Partial Redemption, at a redemption price of 100% of the principal amount of the Notes to be redeemed plus accrued and unpaid interest, to, but not including the applicable redemption date redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date) and Additional Amounts, if any, of amounts held in Risk Reserve Account at that time,

each of the events described above, a "Mandatory Redemption Event".

Each Mandatory Partial Redemption will be done on a *pro rata* basis consistent with "—*Selection and Notice*" below. If there is outstanding any *Pari Passu* Indebtedness at the time of a Mandatory Partial Redemption, and if such *Pari Passu* Indebtedness has a corresponding mandatory redemption provision, amounts required to be redeemed under this covenant will be shared on a *pro rata* basis with such *Pari Passu* Indebtedness, and such *Pari Passu* Indebtedness will be required to provide for such *pro rata* sharing with the Notes.

If an annual Issuer Compliance Certificate states that a Mandatory Redemption Event exists, no later than the fifth Business Day following the delivery of such annual Issuer Compliance Certificate, the Issuer will deliver a notice of the Mandatory Partial Redemption to Holders (copying the Trustee and the Principal Paying Agent), providing that the redemption payment will be made on a date that is no later than the fifteenth Business Day after such notice is delivered and with such notice setting forth any outstanding *Pari Passu* Indebtedness with a corresponding mandatory redemption provision as described in the preceding paragraph. In the case of the Mandatory Redemption Event described in clause (1) above, there shall be two Mandatory Partial Redemptions, the first with notice requirements as described above, and with respect to the second, a second notice will be delivered by the Issuer to Holders (copying the Trustee and the Principal Paying Agent) no later than the fifth Business Day following receipt of the Parachute Payment, providing that the second Mandatory Partial Redemption will be made on a date that is no later than the fifteenth Business Day after such notice is delivered.

If an annual Issuer Compliance Certificate states that a Mandatory Redemption Event does not exist, any balance standing to the credit of the Risk Reserve Account shall be transferred to the Cash Inflows Account for application in accordance with "—*Affirmative Covenants—Priority of Payments Waterfall*".

Redemption at Maturity

On August 1, 2024, the Issuer will redeem the Notes that have not been previously redeemed or purchased and cancelled at 100% of their principal amount plus accrued and unpaid interest thereon, to, but not including, the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date) and Additional Amounts, if any.

Selection and Notice

Under the existing practices of Euroclear and Clearstream if fewer than all of any series of Notes are to be redeemed at any time, Euroclear and Clearstream will credit their respective participants' accounts on a proportionate basis (with adjustments to prevent fractions) or on such other basis as they deem fair and appropriate; *provided, however* that no Notes of €100,000 principal amount at maturity, or less, may be redeemed in part and only Notes in integral multiples of €1,000 will be redeemed. None of the Trustee, the Principal Paying Agent or the Registrar will be liable for any selections made in accordance with this paragraph.

For so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, the Issuer shall publish notice of redemption in a daily newspaper with general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) and in addition to such publication, not less than 10 nor more than 60 days prior to the redemption date, shall deliver such notice to Holders electronically or by first-class mail, postage prepaid, at their respective addresses as they appear on the registration books of the Registrar. While in global form, notices to Holders may be delivered via Euroclear and Clearstream in lieu of notice via registered mail. Such

notice of redemption may also be published on the website of the Luxembourg Stock Exchange (*www.bourse.lu*) in lieu of publication in the *Luxemburger Wort* so long as the rules of the Luxembourg Stock Exchange are complied with.

If any Note is to be redeemed in part only, the notice of redemption that relates to that Note shall state the portion of the principal amount thereof to be redeemed. In the case of a Definitive Registered Note, a new Definitive Registered Note in principal amount equal to the unredeemed portion of any Definitive Registered Note redeemed in part will be issued in the name of the Holder thereof upon cancellation of the original Definitive Registered Note. In the case of a Global Note, an appropriate notation will be made on such Note to decrease the principal amount thereof to an amount equal to the unredeemed portion thereof. Subject to the terms of the applicable redemption notice, Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on Notes or portions of Notes called for redemption.

Redemption for Taxation Reasons

The Issuer (or any successor thereof) may redeem the Notes in whole, but not in part, at any time upon giving not less than 10 nor more than 60 days' prior notice to the Holders of the Notes (which notice will be irrevocable) at a redemption price equal to 100% of the principal amount thereof, together with accrued and unpaid interest, if any, to the date fixed for redemption (a "Tax Redemption Date") (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date that is prior to the Tax Redemption Date) and all Additional Amounts (as defined below under "Withholding Taxes"), if any, then due and which will become due on the Tax Redemption Date as a result of the redemption or otherwise, if the Issuer determines in good faith that, as a result of:

(1) any change in, or amendment to, the law or income tax treaties (or any regulations or rulings promulgated thereunder) of a Relevant Taxing Jurisdiction (as defined below) affecting taxation; or

(2) any amendment to, or change in, an official application, administration or written interpretation of such laws, treaties, regulations or rulings (including a holding, judgment or order by a court of competent jurisdiction or a change in published administrative practice) (each of the foregoing in clauses (1) and (2), a "Change in Tax Law"),

a Payor (as defined below) is, or on the next interest payment date in respect of the Notes would be, required to pay Additional Amounts with respect to the Notes, and such obligation cannot be avoided by taking reasonable measures available to the Payor. Such Change in Tax Law must be announced and become effective (or, in the case of an amendment or change described in clause (2) above, become effective or be promulgated, as applicable) on or after the Issue Date (or if the applicable Relevant Tax Jurisdiction became a Relevant Tax Jurisdiction at a later date after the Issue Date, such later date).

Notice of redemption for taxation reasons will be published in accordance with the procedures described under "*Selection and Notice*". Notwithstanding the foregoing, no such notice of redemption will be given (a) earlier than 60 days prior to the earliest date on which the Payor would be obligated to make such payment of Additional Amounts and (b) unless at the time such notice is given, such obligation to pay such Additional Amounts remains in effect. Prior to the publication or mailing of any notice of redemption of Notes pursuant to the foregoing, the Issuer or a successor Person, where applicable, will deliver to the Trustee (a) an Officer's Certificate stating that it is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to its right so to redeem have been satisfied and that the relevant Payor cannot avoid its obligation to pay Additional Amounts by taking reasonable measures available to it and (b) an opinion of an independent tax counsel of recognized standing and reasonably satisfactory to the Trustee (such approval not to be unreasonably withheld) to the effect that the relevant Payor has been or will become obligated to pay Additional Amounts as a result of a Change in Tax Law. The Trustee will accept and shall be entitled to rely on such Officer's Certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent described above, without further inquiry, in which event it will be conclusive and binding on the Holders.

Withholding Taxes

All payments made by or on behalf of the Issuer, the Guarantor or a successor to the Issuer or the Guarantor under or with respect to the Notes or any Guarantee (each of the Issuer, Guarantor or a successor of the Issuer or Guarantor, a "Payor") will be made free and clear of and without withholding or deduction for, or on account of, any Taxes unless the withholding or deduction of such Taxes is then required by law. If any deduction or withholding for, or on account of, any Taxes imposed or levied by or on behalf of:

(1) Italy or any political subdivision or governmental authority thereof or therein having the power to tax;

(2) any jurisdiction from or through which payment on any such Note or Guarantee is made by or on behalf of a Payor (including the jurisdiction of a Paying Agent), or any political subdivision or governmental authority thereof or therein having the power to tax; or

(3) any other jurisdiction in which a Payor is organized, engaged in business for tax purposes, or otherwise considered to be a resident for tax purposes, or any political subdivision or governmental authority thereof or therein having the power to tax (each of clause (1), (2) and (3), a "Relevant Taxing Jurisdiction"),

will at any time be required by law to be made from any payments made by or on behalf of the Payor under or with respect to any Note or Guarantee, including payments of principal, redemption price, interest or premium, if any, the Payor will pay (together with such payments) such additional amounts (the "Additional Amounts") as may be necessary in order that the net amounts received in respect of such payments, after such withholding, or deduction (including any such deduction or withholding from such Additional Amounts), will not be less than the amounts which would have been received in respect of such payments on any such Note or Guarantee in the absence of such withholding or deduction; *provided, however*, that no such Additional Amounts will be payable for or on account of:

(1) any Taxes that would not have been so imposed but for the existence of any present or former connection between the relevant Holder or the beneficial owner of a Note (or between a fiduciary, settlor, beneficiary, partner, member or shareholder of, or possessor of power over, the relevant Holder or beneficial owner, if the relevant Holder or beneficial owner is an estate, nominee, trust, partnership, limited liability company or corporation) and the Relevant Taxing Jurisdiction (including, without limitation, being resident for tax purposes, or being a citizen or resident or national or domiciliary of, or carrying on a business or maintaining a permanent establishment, being present or deemed present in, or being physically present in, the Relevant Taxing Jurisdiction) but excluding, in each case, any connection arising solely from the acquisition, ownership or holding of such Note or the receipt of any payment or the exercise or enforcement of rights under such Note, the Guarantee or the Indenture;

(2) any Taxes that are imposed or withheld by reason of the failure by the Holder or the beneficial owner of the Note to comply with a written request of any of the Payor, a Paying Agent or other person acting as an agent for the Payor or a Paying Agent addressed to the Holder, after reasonable notice (at least 30 days before any such withholding or deduction would be payable to the Relevant Taxing Jurisdiction), to provide certification, information, documents or other evidence concerning the nationality, residence or identity of the Holder 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 Taxing Jurisdiction as a precondition to exemption from all or part of such Tax but, only to the extent the Holder or beneficial owner is legally entitled to provide such certification or documentation;

(3) any Taxes, to the extent that such Taxes were imposed as a result of the presentation of the Note for payment (where presentation is permitted or required) more than 30 days after the relevant payment is first made available for payment to the Holder (except to the extent that the Holder would have been entitled to Additional Amounts had the Note been presented on the last day of such 30 day period);

(4) any Taxes that are payable otherwise than by deduction or withholding from a payment made on, under or respect to the Notes;

(5) any estate, inheritance, gift, sales, excise, transfer, personal property or similar Taxes;

(6) any Taxes imposed, withheld or deducted pursuant to (a) Sections 1471 through 1474 of the U. S. Internal Revenue Code of 1986, as amended (the "Code") (or any amended or successor version of such sections that is substantially comparable), any current or future regulations or agreements thereunder, official interpretations thereof and any agreement pursuant to Section 1471(b) of the Code, (b) any intergovernmental agreement entered into in connection with the implementation of (a) or (c) any law, regulation or other official guidance enacted in any other jurisdiction relating to an intergovernmental agreement described in (b);

(7) any Taxes to the extent such Taxes are for or on account of *imposta sostitutiva* (pursuant to Italian Legislative Decree No. 239 of April 1, 1996, as amended or supplemented from time to time ("Decree No. 239") or pursuant to Italian Legislative Decree No. 461 of November 21, 1997, as amended or supplemented from time to time ("Decree No. 461")) and any related implementing regulations; *provided* that:

(i) Additional Amounts shall be payable in circumstances where the procedures required under Decree No. 239 in order to benefit from an exemption from *imposta sostitutiva* have not been complied with due solely to the actions or omissions of the Payor or their agents; and

(ii) for the avoidance of doubt, (A) no Additional Amounts shall be payable with respect to any Taxes to the extent that such Taxes result from payment to a non-Italian resident legal entity or a non-Italian resident individual which are subject to *imposta sostitutiva* by reason of not being resident in a country which allows for a satisfactory exchange of information with Italy (the "White List") and (B) no Additional Amounts shall be payable with respect to Taxes to the extent such Taxes are for or on account of *imposta sostitutiva* if the holder becomes subject to *imposta sostitutiva* after the Issue Date by reason of any change in Decree No. 239 or Decree No. 461 or any change in the White List; or

(8) any combination of the items (1) through (7) above.

In addition, no Additional Amounts shall be paid with respect to any Taxes imposed on or with respect to any payment to a Holder who is not the beneficial owner of the Notes, to the extent that the beneficial owner would not have been entitled to Additional Amounts by reason of any of clauses (1) to (8) inclusive above had such beneficial owner held such Notes directly.

The Payor will (i) make any required withholding or deduction and (ii) remit the full amount deducted or withheld to the Relevant Taxing Jurisdiction in accordance with applicable law. The Payor will provide certified copies of tax receipts evidencing the payment of any Taxes so deducted or withheld from each Relevant Taxing Jurisdiction imposing such Taxes, or if such tax receipts are not reasonably available, other reasonable evidence of such payments as soon as reasonably practicable to the Trustee and copied to the Principal Paying Agent. Such copies or other evidence shall be made available to the Holders upon request and will be made available at the offices of the Principal Paying Agent.

If any Payor is obligated to pay Additional Amounts with respect to any payment made on any Note, at least 30 days prior to the date of such payment, the Payor will deliver to the Trustee and the Principal Paying Agent an Officer's Certificate stating the fact that Additional Amounts will be payable and the amount estimated to be so payable and such other information necessary to enable the Principal Paying Agent to pay Additional Amounts to Holders on the relevant payment date (unless such obligation to pay Additional Amounts arises less than 45 days prior to the relevant payment date, in which case the Payor may deliver such Officer's Certificate as promptly as practicable after the date that is 30 days prior to the payment date). The Trustee and the Principal Paying Agent shall be entitled to rely solely on such Officer's Certificate as conclusive proof that such payments are necessary.

Wherever in the Indenture, the Notes or this "Description of the Notes" there is mentioned, in any context:

(i) the payment of principal;

(ii) purchase prices in connection with a redemption of Notes;

(iii) interest; or

(iv) any other amount payable on or with respect to any of the Notes or the Guarantee,

such reference shall be deemed to include payment of Additional Amounts to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

The Payor will pay and indemnify the Holder for any present or future stamp, issue, registration, court or documentary taxes, or similar charges or levies (including any related interest or penalties with respect thereto) or any other excise, property or similar taxes or similar charges or levies (including any related interest or penalties with respect thereto) that arise in a Relevant Taxing Jurisdiction from the execution, delivery, registration or enforcement of any Notes (other than on or in connection with a transfer of the Notes other than the initial sale by the Initial Purchasers), the Guarantee, the Indenture, or any other document or instrument in relation thereto or the receipt of any payments with respect thereto (limited, solely in the case of taxes attributable to the receipt of any payments with respect thereto, to any such taxes imposed in a Relevant Taxing Jurisdiction that are not excluded under clauses (1) through (3) and (5) through (7) or any combination thereof).

The foregoing obligations will survive any termination, defeasance or discharge of the Indenture, and any transfer by a Holder or beneficial owner, and will apply *mutatis mutandis* to any jurisdiction in which any successor to a Payor is organized, engaged in business for tax purposes or otherwise resident for tax purposes, or any jurisdiction from or through which any payment under, or with respect to the Notes or the Guarantee is made by or on behalf of such Payor, or any political subdivision or taxing authority or agency thereof or therein having the power to tax.

Change of Control

If a Change of Control occurs, subject to the terms of the covenant described under this heading "Change of Control", each Holder will have the right to require the Issuer to repurchase all or any part of such Holder's Notes at a purchase price in cash equal to 101% of the principal amount of the Notes, plus accrued and unpaid interest to, but not including, the date of purchase (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date) and Additional Amounts, if any, *provided, however*, that the Issuer shall not be obligated to repurchase the Notes as described under this heading, "Change of Control", in the event and to the extent that it has unconditionally exercised its right to redeem all of the Notes and given notice of redemption as described under "—*Optional Redemption*" and that all conditions to such redemption have been satisfied or waived.

Unless the Issuer has unconditionally exercised its right to redeem all the Notes and given notice of redemption as described under "—*Optional Redemption*" and all conditions to such redemption have been satisfied or waived, no later than the date that is 60 days after any Change of Control, the Issuer will deliver a notice (the "Change of Control Offer") to each Holder of any such Notes, with a copy to the Trustee and the Principal Paying Agent:

(1) stating that a Change of Control has occurred or may occur and that such Holder has the right to require the Issuer to purchase all or any part of such Holder's Notes at a purchase price in cash equal to 101% of the principal amount of such Notes plus accrued and unpaid interest, to, but not including, the date of purchase

(subject to the right of Holders of record on a record date to receive interest on the relevant interest payment date) (the "Change of Control Payment") and Additional Amounts, if any;

(2) stating the repurchase date (which shall be no earlier than 10 days nor later than 60 days from the date such notice is mailed) and the record date (the "Change of Control Payment Date");

(3) stating that any Note accepted for payment pursuant to the Change of Control Offer will cease to accrue interest on the Change of Control Payment Date unless the Change of Control Payment is not paid, and that any Notes or part thereof not tendered will continue to accrue interest;

(4) describing the circumstances and relevant facts regarding the transaction or transactions that constitute the Change of Control;

(5) describing the procedures determined by the Issuer, consistent with the Indenture, that a Holder must follow in order to have its Notes repurchased; and

(6) if such notice is mailed prior to the occurrence of a Change of Control, stating that the Change of Control Offer is conditional on the occurrence of such Change of Control.

On the Change of Control Payment Date, if the Change of Control shall have occurred, the Issuer will, to the extent lawful:

(1) accept for payment all Notes or portion thereof properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Principal Paying Agent an amount equal to the Change of Control Payment in respect of all Notes so tendered;

(3) deliver or cause to be delivered to the Trustee an Officer's Certificate stating the aggregate principal amount of Notes or portions of the Notes being purchased by the Issuer in the Change of Control Offer;

(4) in the case of Global Notes, deliver, or cause to be delivered, to the Principal Paying Agent the Global Notes in order to reflect thereon the portion of such Notes or portions thereof that have been tendered to and purchased by the Issuer; and

(5) in the case of Definitive Registered Notes, deliver, or cause to be delivered, to the relevant Registrar for cancellation all Definitive Registered Notes accepted for purchase by the Issuer.

If any Definitive Registered Notes have been issued, the Principal Paying Agent will promptly deliver to each Holder of Definitive Registered Notes so tendered the Change of Control Payment for such Notes, and the Trustee (or an authenticating agent) will, at the cost of the Issuer, promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder of Definitive Registered Notes a new Definitive Registered Note equal in principal amount to the unpurchased portion of the Notes surrendered, if any; *provided* that each such new Note will be in a principal amount that is at least €100,000 and integral multiples of €1,000 in excess thereof.

For so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of such exchange so require, the Issuer will publish notices relating to the Change of Control Offer in a daily newspaper with general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) or to the extent and in the manner permitted by such rules, post such notices on the official website of the Luxembourg Stock Exchange (*www.bourse.lu*).

Except as described above with respect to a Change of Control, the Indenture will not contain provisions that permit the Holders to require that the Issuer repurchase or redeem the Notes in the event of a takeover, recapitalization or similar transaction. The existence of a Holder's right to require the Issuer to repurchase such Holder's Notes upon the occurrence of a Change of Control may deter a third party from seeking to acquire the Issuer or its Subsidiaries in a transaction that would constitute a Change of Control.

The Issuer will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Issuer and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer. Notwithstanding anything to the contrary contained herein, a Change of Control Offer may be made in advance of a Change of Control, conditioned upon the consummation of such Change of Control, if a definitive agreement is in place providing for the Change of Control at the time the Change of Control Offer is made.

The Issuer will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to this covenant. To the extent that the provisions of any securities laws or regulations conflict with provisions of the Indenture, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control provisions of the Indenture by virtue of the conflict.

The Issuer's ability to repurchase Notes issued by it pursuant to a Change of Control Offer may be limited by a number of factors. Future Indebtedness of the Issuer or its Subsidiaries may contain prohibitions of certain events that would constitute a Change of Control or require such Indebtedness to be repurchased upon a Change of Control. Moreover, the

exercise by the Holders of their right to require the Issuer to repurchase the Notes could cause a default under, or require a repurchase of, such Indebtedness, even if the Change of Control itself does not, due to the financial effect of such repurchase on the Issuer. Finally, the Issuer's ability to pay cash to the Holders upon a repurchase may be limited by the Issuer's then existing financial resources. There can be no assurance that sufficient funds will be available when necessary to make any required repurchases. See "*Risk Factors—Risks Related to the Notes, the Guarantee and the Collateral—Future liquidity and cash flow difficulties could prevent us from repaying the Notes when due or repurchasing the Notes when we are required to do so pursuant to certain events constituting a change of control or a mandatory prepayment event*".

The definition of "Change of Control" includes a disposition in one or a series of related transactions, of all or substantially all of the property and assets of the Group taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all", there is no precise established definition of the phrase "substantially all" under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of "all or substantially all" of the property or assets of the Group. As a result, it may be unclear as to whether a Change of Control has occurred and whether a Holder may require the Issuer to make an offer to repurchase the Notes as described above.

The provisions of the Indenture relating to the Issuer's obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or modified with the written consent of Holders of a majority in outstanding principal amount of the Notes.

Certain Covenants

Limitation on Indebtedness

Restrictions on the Issuer, the Guarantor and their respective Restricted Subsidiaries

Each of the Issuer and the Guarantor will not, and will not permit any of their respective Restricted Subsidiaries to, Incur any Indebtedness (including Acquired Indebtedness); *provided, however*, that the Issuer may Incur *Pari Passu* Indebtedness (as a direct obligation and not as a guarantee) if, (1) (A) if the date of Incurrence of such *Pari Passu* Indebtedness is prior to the date that is 12 months after the Issue Date (i) the Debt Service Coverage Ratio reported on in the most recently delivered Issuer Compliance Certificate was equal to or greater than 10.0 to 1.0 and (ii) the *Pro Forma* Debt Service Coverage Ratio would have been equal to or greater than 10.0 to 1.0 on the date of such Incurrence and after giving *pro forma* effect thereto (including *pro forma* application of the proceeds thereof) or (B) if the date of Incurrence of such *Pari Passu* Indebtedness is on or after the date that is 12 months after the Issue Date (i) the Debt Service Coverage Ratio reported on in the most recently delivered Issuer Compliance Certificate was equal to or greater than 7.5 to 1.0 and (ii) the *Pro Forma* Debt Service Coverage Ratio would have been equal to or greater than 7.5 to 1.0 on the date of such Incurrence and after giving *pro forma* effect thereto (including *pro forma* application of the proceeds thereof); and (2) the Issuer has received (i) a Ratings Confirmation Notice for each of the Notes and any *Pari Passu* Indebtedness outstanding at such time from each Rating Agency that rates the Notes and such outstanding *Pari Passu* Indebtedness and (ii) a rating (which shall be maintained, *provided, however*, that a particular rating shall not be required to be maintained), from each Rating Agency that rates the Notes and outstanding *Pari Passu* Indebtedness, on the *Pari Passu* Indebtedness to be Incurred that is the same as the rating currently in place on the Notes and such outstanding *Pari Passu* Indebtedness. The Guarantor, or any of its Subsidiaries (other than the Issuer), will not Incur any Indebtedness (including Acquired Indebtedness) other than the Guarantee and any Indebtedness owing to and held by the Issuer.

For the avoidance of doubt, the Issuer can replace a withdrawn rating from a Rating Agency with a new rating from another Rating Agency and any change in outlook from a Rating Agency will not be considered a lowered or withdrawn rating for the purposes of a Ratings Confirmation Notice.

The first paragraph of this covenant will not prohibit the Incurrence of the following Indebtedness by the Issuer ("Permitted Issuer Debt"):

(1) Indebtedness represented by the Notes (other than any Additional Notes) outstanding on the Issue Date, and any related obligations under the Intercreditor Agreement and the Security Documents;

(2) any Indebtedness (other than Indebtedness described in clause (1) of this paragraph or Indebtedness for borrowed money) outstanding on the Issue Date;

(3) Indebtedness under Currency Agreements or Interest Rate Agreements, in each case (a) not for speculative purposes (as determined in good faith by the Board of Directors or an Officer of the Issuer) and (b) entered into solely in relation to obligations Incurred by the Issuer or other contracts or agreements entered into by the Issuer and shall not be entered into with other members of the Group;

(4) Indebtedness consisting of Capitalized Lease Obligations, Purchase Money Obligations or other financings, Incurred for the purpose of financing all or any part of the purchase price or cost of the acquisition, leasing, construction or improvement of property (real or personal) or assets used in a Similar Business and acquired

through the direct acquisition of such property or assets, and any Indebtedness which refinances, replaces or refunds such Indebtedness, in an aggregate outstanding principal amount which, when taken together with the principal amount of all other Indebtedness Incurred pursuant to this clause (4) and then outstanding, will not exceed at any time outstanding €1.0 million; *provided* that the Indebtedness exists on the date of such purchase, lease, rental or improvement or is created within 270 days thereafter;

(5) Tax Consolidation Indebtedness;

(6) Indebtedness in respect of (a) workers' compensation claims, self-insurance obligations, performance, indemnity, surety, judgment, appeal, advance payment, customs, Taxes or other tax or other guarantees or other similar bonds, instruments or obligations and completion guarantees and warranties provided by the Issuer or a Restricted Subsidiary or relating to liabilities, obligations or guarantees Incurred in the ordinary course of business or in respect of any governmental requirement, (b) letters of credit, bankers' acceptances, guarantees or other similar instruments or obligations issued or relating to liabilities or obligations Incurred in the ordinary course of business, including with respect to leases, or in respect of any governmental requirement, *provided, however*, that upon the drawing of such letters of credit or other similar instruments, the obligations are reimbursed within 30 days following such drawing, (c) the financing of insurance premiums in the ordinary course of business and (d) any customary treasury and/or cash management services, including treasury, depository, overdraft, credit card processing, credit or debit card, purchase card, electronic funds transfer, the collection of checks and direct debits, cash pooling and other cash management arrangements, in each case, in the ordinary course of business; *provided, however*, that Indebtedness Incurred under this clause (6) excludes the Incurrence of Indebtedness under guarantees issued in connection with the transfer or purchase of players by TeamCo; or

(7) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; *provided, however*, that such Indebtedness is extinguished within 10 Business Days of Incurrence; and (b) customer deposits and advance payments received in the ordinary course of business from customers for goods or services purchased in the ordinary course of business.

For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred by the Issuer pursuant to and in compliance with, this covenant:

(1) in the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described in the first and second paragraphs of this covenant, the Issuer, in its sole discretion, will classify, and may from time to time reclassify, such item of Indebtedness and only be required to include the amount and type of such Indebtedness in one of the clauses of the second paragraph or the first paragraph of this covenant;

(2) guarantees of, or obligations in respect of letters of credit, bankers' acceptances or other similar instruments relating to, or Liens securing, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included;

(3) the principal amount of any Disqualified Stock of the Issuer, the Guarantor or any of their respective Restricted Subsidiary or Preferred Stock of a Restricted Subsidiary, will be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof;

(4) Indebtedness permitted by this covenant need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness; and

(5) the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined on the basis of IFRS.

Accrual of interest, accrual of dividends, the accretion of accreted value, the accretion or amortization of original issue discount, the payment of interest in the form of additional Indebtedness, the payment of dividends in the form of additional shares of Preferred Stock or Disqualified Stock or the reclassification of commitments or obligations not treated as Indebtedness due to a change in IFRS will not be deemed to be an Incurrence of Indebtedness for purposes of the covenant described under this "*—Limitation on Indebtedness—Restrictions on the Issuer, the Guarantor and their Restricted Subsidiaries*". Except as otherwise specified, the amount of any Indebtedness outstanding as of any date shall be (a) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (b) the principal amount, or liquidation preference thereof, in the case of any other Indebtedness.

For purposes of determining compliance with any euro-denominated restriction on the Incurrence of Indebtedness, the Euro Equivalent of the principal amount of Indebtedness denominated in another currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term Indebtedness, or, at the option of the Issuer, first committed, in the case of Indebtedness Incurred under a revolving credit facility; *provided* that (a) if such Indebtedness is Incurred to refinance other Indebtedness denominated in a currency other than euro, and such refinancing would cause the applicable euro-denominated restriction to be exceeded

if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such euro- denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such Refinancing Indebtedness does not exceed the amount set forth in the definition of Refinancing Indebtedness; and (b) the Euro Equivalent of the principal amount of any such Indebtedness outstanding on the Issue Date shall be calculated based on the relevant currency exchange rate in effect on the Issue Date.

Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Issuer may Incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

Restrictions on TeamCo

TeamCo will not Incur any Indebtedness (including Acquired Indebtedness). The first sentence of this paragraph will not prohibit the Incurrence of the following Indebtedness ("Permitted TeamCo Debt"), *provided that,* for the avoidance of doubt no Permitted TeamCo Debt (other than Permitted TeamCo Debt Incurred under the Amended and Restated Soccer/TeamCo Intercompany Loan and the Amended and Restated MediaCo/TeamCo Intercompany Loan) may be incurred in TeamCo's Patrimonio Destinato:

(1) Indebtedness Incurred pursuant to any Credit Facility (including in respect of letters of credit or bankers' acceptances issued or created thereunder), and any Refinancing Indebtedness in respect thereof in a maximum aggregate principal amount at any time outstanding not exceeding €25.0 million, *plus* in the case of any refinancing of any Indebtedness permitted under this clause (1) or any portion thereof, the aggregate amount of fees, underwriting discounts, premiums and other costs and expenses Incurred in connection with such refinancing;

(2) Indebtedness under Currency Agreements or Interest Rate Agreements, in each case not for speculative purposes (as determined in good faith by the Board of Directors or an Officer of TeamCo);

(3) Indebtedness of TeamCo owing to and held by the Issuer or the Guarantor;

(4) Tax Consolidation Indebtedness;

(5) Indebtedness in respect of (a) workers' compensation claims, self-insurance obligations, performance, indemnity, surety, judgment, appeal, advance payment, customs, Taxes or other tax or other guarantees or other similar bonds, instruments or obligations and completion guarantees and warranties provided by TeamCo or relating to liabilities, obligations or guarantees Incurred in the ordinary course of business or in respect of any governmental requirement, (b) letters of credit, bankers' acceptances, guarantees or other similar instruments or obligations issued or relating to liabilities or obligations Incurred in the ordinary course of business, including in respect of leases, or in respect of any governmental requirement, provided, however, that upon the drawing of such letters of credit or other similar instruments, the obligations are reimbursed within 30 days following such drawing, (c) the financing of insurance premiums in the ordinary course of business and (d) any customary treasury and/or cash management services, including treasury, depository, overdraft, credit card processing, credit or debit card, purchase card, electronic funds transfer, the collection of checks and direct debits, cash pooling and other cash management arrangements, in each case, in the ordinary course of business;

(6) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; *provided, however*, that such Indebtedness is extinguished within 10 Business Days of Incurrence;

(a) customer deposits and advance payments received in the ordinary course of business from customers for goods or services purchased in the ordinary course of business;

(b) Indebtedness owed on a short-term basis of no longer than 10 Business Days to banks and other financial institutions Incurred in the ordinary course of business of TeamCo with such banks or financial institutions that arises in connection with ordinary banking arrangements to manage cash balances of TeamCo; or

(c) Indebtedness Incurred by TeamCo in connection with bankers acceptances, discounted bills of exchange or the discounting or factoring of receivables in each case Incurred or undertaken in the ordinary course of business and on a non-recourse (*pro soluto*) basis. For the avoidance of doubt, any recourse (*pro solvendo*) factoring of ticketing revenue receivables may not be Incurred under this clause (7)(d), but must be Incurred under clause (1);

(7) The Incurrence of Indebtedness under guarantees provided by TeamCo in connection with the sale, purchase or other transfer of players by TeamCo.

For purposes of determining compliance with, and the outstanding principal amount of any particular Indebtedness Incurred by TeamCo pursuant to and in compliance with, this covenant:

(1) in the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described in this covenant, TeamCo in its sole discretion, will classify, and may from time to time reclassify, such item of Indebtedness and only be required to include the amount and type of such Indebtedness in one of the clauses of Permitted TeamCo Debt;

(2) all Indebtedness Incurred pursuant to any Credit Facility and any Refinancing Indebtedness in respect thereof shall be deemed Incurred under clause (1) of the second sentence of this covenant, and may not be reclassified;

(3) guarantees of, or obligations in respect of letters of credit, bankers' acceptances or other similar instruments relating to, or Liens securing, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included;

(4) if obligations in respect of letters of credit, bankers' acceptances or other similar instruments are Incurred pursuant to any Credit Facility and are being treated as Incurred pursuant to clause (1) of the above and the letters of credit, bankers' acceptances or other similar instruments relate to other Indebtedness, then such other Indebtedness shall not be included;

(5) the principal amount of any Disqualified Stock of TeamCo, will be equal to the greater of the maximum mandatory redemption or repurchase price (not including, in either case, any redemption or repurchase premium) or the liquidation preference thereof;

(6) Indebtedness permitted by this covenant need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness; and

(7) the amount of Indebtedness issued at a price that is less than the principal amount thereof will be equal to the amount of the liability in respect thereof determined on the basis of IFRS.

Accrual of interest, accrual of dividends, the accretion of accreted value, the accretion or amortization of original issue discount, the payment of interest in the form of additional Indebtedness, the payment of dividends in the form of additional shares of Preferred Stock or Disqualified Stock or the reclassification of commitments or obligations not treated as Indebtedness due to a change in IFRS will not be deemed to be an Incurrence of Indebtedness for purposes of the covenant described under this "*—Limitation on Indebtedness—Restrictions on TeamCo*". Except as otherwise specified, the amount of any Indebtedness outstanding as of any date shall be (a) the accreted value thereof in the case of any Indebtedness issued with original issue discount and (b) the principal amount, or liquidation preference thereof, in the case of any other Indebtedness.

For purposes of determining compliance with any euro-denominated restriction on the Incurrence of Indebtedness, the Euro Equivalent of the principal amount of Indebtedness denominated in another currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was Incurred, in the case of term Indebtedness, or, at the option of TeamCo, first committed, in the case of Indebtedness Incurred under a revolving credit facility; *provided* that (a) if such Indebtedness is Incurred to refinance other Indebtedness denominated in a currency other than euro, and such refinancing would cause the applicable euro-denominated restriction to be exceeded if calculated at the relevant currency exchange rate in effect on the date of such refinancing, such euro- denominated restriction shall be deemed not to have been exceeded so long as the principal amount of such Refinancing Indebtedness does not exceed the amount set forth in the definition of Refinancing Indebtedness; and (b) the Euro Equivalent of the principal amount of any such Indebtedness outstanding on the Issue Date shall be calculated based on the relevant currency exchange rate in effect on the Issue Date.

Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that TeamCo may Incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rate of currencies. The principal amount of any Indebtedness Incurred to refinance other Indebtedness, if Incurred in a different currency from the Indebtedness being refinanced, shall be calculated based on the currency exchange rate applicable to the currencies in which such Refinancing Indebtedness is denominated that is in effect on the date of such refinancing.

Limitation on Restricted Payments

Each of the Issuer and the Guarantor will not, and will not permit any of their respective Restricted Subsidiaries, directly or indirectly, to:

(1) declare or pay any dividend or make any other payment or distribution on or in respect of the Issuer's, the Guarantor's or any Restricted Subsidiary's Capital Stock (including any payment in connection with any merger or consolidation involving the Issuer, the Guarantor or any of their respective Restricted Subsidiaries) except:

  (a) dividends or distributions payable in Capital Stock of the Issuer or the Guarantor (other than Disqualified Stock); and

  (b) dividends or distributions payable to the Issuer, the Guarantor or a Restricted Subsidiary;

(2) purchase, redeem, retire or otherwise acquire for value any Capital Stock of the Issuer, the Guarantor or any direct or indirect parent of the Issuer or the Guarantor held by Persons other than the Issuer, the Guarantor or a Restricted Subsidiary (other than in exchange for Capital Stock of the Issuer or the Guarantor, as applicable (other than Disqualified Stock));

(3) make any principal payment on, or purchase, repurchase, redeem, defease or otherwise acquire or retire for value, prior to the scheduled maturity, scheduled repayment or scheduled sinking fund payment, any Subordinated Indebtedness;

(4) make any payment (other than by capitalization of interest as additional Subordinated Shareholder Funding) on, or purchase, repurchase, redeem, defease or otherwise acquire or retire for value, any Subordinated Shareholder Funding;

(5) make any Restricted Investment in any Person; or

(6) pay amounts to TeamCo in respect of the Services Agreement Fee or the Receivables Assignment Deferred Consideration, except as otherwise permitted by this covenant,

(any such dividend, distribution, payment, purchase, redemption, repurchase, defeasance, other acquisition, retirement, payment or Restricted Investment referred to in clauses (1) through (6) are referred to herein as a "Restricted Payment").

The foregoing provisions will not prohibit any of the following (collectively, "Permitted Payments"):

(1) *provided* that the Payment Conditions are satisfied on a *pro forma* basis (a) any payment in respect of the Receivables Assignment Deferred Consideration, (b) any payment of outstanding principal amount and/or interest owed under the Amended and Restated Subordinated Loan Agreement, (c) any Tax Consolidation Repayment, (d) any payment of the Services Agreement Fee, (e) any Restricted Investment in the Guarantor pursuant to an Intercompany Loan or any other agreement or extension of credit to the Guarantor, (e) any extension of credit to TeamCo under any applicable Intercompany Loan, a Permitted Alternative Distribution or (f) a Permitted Cash Distribution, in each case from amounts held at such time in the Distribution Account, provided that the aggregate amount of any such payments referred to in clauses (a) through (f) does not exceed the amount standing to the credit of the Distribution Account (any such payment made pursuant to this clause (1), a "Permitted Distribution");

(2) any Restricted Payments which are part of the Refinancing Transactions;

(3) any Restricted Payment made by the Guarantor with revenue received by the Guarantor or remitted to the Guarantor which does not constitute Soccer Media and Sponsorship Revenue, upon delivery to the Security Agent of a certificate from an Officer of the Issuer certifying that such Restricted Payment is not being made with Soccer Media and Sponsorship Revenue; or

(4) payments of fees and expenses Incurred to the extent specified in clause (8) of the second paragraph under "—*Limitation on Affiliate Transactions*"; *provided, however*, that such fees and expenses may only be paid out of amounts held at such time in the Distribution Account.

provided that in (1), (2) and (4) above, the Roma Football Team is playing in either Serie A or Serie B.

The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of such Restricted Payment of the asset(s) or securities proposed to be paid, transferred or issued by the Issuer, the Guarantor or such Restricted Subsidiary, as the case may be, pursuant to such Restricted Payment. The fair market value of any cash Restricted Payment shall be its face amount, and the fair market value of any non-cash Restricted Payment shall be determined conclusively by the Board of Directors of the Issuer or the Guarantor, as applicable, acting in good faith.

Limitation on Liens

Each of the Issuer and the Guarantor will not, and will not permit any of their respective Restricted Subsidiaries to, directly or indirectly, create, Incur or suffer to exist any Lien upon any of its property or assets (including Capital Stock of a Subsidiary of the Issuer or the Guarantor), whether owned on the Issue Date or acquired after that date, or any interest therein or any income or profits therefrom, which Lien is securing any Indebtedness (such Lien, the "Initial Lien"), except (a) in the case of any property or asset that does not constitute Collateral, (1) the Issuer and the Guarantor may Incur Permitted Liens or (2) the Issuer may Incur Liens on property or assets that are not Permitted Liens if the Notes and the Indenture are directly secured equally and ratably with, the Indebtedness secured by such Initial Lien for so long as such Indebtedness is so secured, and (b) in the case of any property or asset that constitutes Collateral, the Issuer and the Guarantor may Incur Permitted Collateral Liens.

Any such Lien created in favor of the Notes will be automatically and unconditionally released and discharged upon (i) the release and discharge of the Initial Lien to which it relates, and (ii) otherwise as set forth under "—*Security—Release of Liens*".

Each of TeamCo and the Guarantor will not, directly or indirectly, create, Incur or suffer to exist any Lien upon (i) the Capital Stock of the Issuer or (ii) any of its rights or receivables under any Intercompany Agreement, any Existing Indirect Media Rights Arrangement or any Future Indirect Media Rights Arrangements, and TeamCo will not, directly or indirectly, create, Incur or suffer to exist any Lien upon the Capital Stock of the Guarantor, in each case, except for the Lien granted to secure the Notes or a Lien which is a Permitted Collateral Lien. For the avoidance of doubt, TeamCo may Incur Liens over the Capital Stock of Stadium Newco in respect of Indebtedness for the purposes of financing the construction of the Stadium *provided* that there is no recourse to the assets of any member of the Restricted Group.

TeamCo will not, directly or indirectly, create, Incur or suffer to exist any Lien upon any of its assets held in its Patrimonio Destinato except for any Lien arising by operation of law.

Limitation on Restrictions on Distributions from Restricted Subsidiaries

Each of the Issuer and the Guarantor will not, and will not permit any of their respective Restricted Subsidiaries to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or consensual restriction on the ability of any Restricted Subsidiary to:

(A) pay dividends or make any other distributions in cash or otherwise on its Capital Stock or pay any Indebtedness or other obligations owed to the Issuer, the Guarantor or any Restricted Subsidiary, or with respect to any other interest or participation in, or measured by, its profits;

(B) make any loans or advances to the Issuer, the Guarantor or any Restricted Subsidiary; or

(C) sell, lease or transfer any of its property or assets to the Issuer, the Guarantor or any Restricted Subsidiary, *provided* that (x) the priority of any Preferred Stock in receiving dividends or liquidating distributions prior to dividends or liquidating distributions being paid on common stock and (y) the subordination of (including the application of any standstill requirements to) loans or advances made to the Issuer, the Guarantor or any Restricted Subsidiary to other Indebtedness Incurred by the Issuer, the Guarantor or any Restricted Subsidiary shall not be deemed to constitute such an encumbrance or restriction.

The provisions of the preceding paragraph will not prohibit:

(1) any encumbrance or restriction:

  (a) that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is subject to a lease, license or similar contract, or the assignment or transfer of any lease, license or other contract;

  (b) contained in mortgages, charges, pledges or other security agreements permitted under the Indenture or securing Indebtedness of the Issuer or a Restricted Subsidiary permitted under the Indenture to the extent such encumbrances or restrictions restrict the transfer of the property or assets subject to such mortgages, charges, pledges or other security agreements; or

  (c) pursuant to customary provisions restricting dispositions of real property interests set forth in any reciprocal easement agreements of the Issuer or any Restricted Subsidiary;

(2) any encumbrance or restriction pursuant to Purchase Money Obligations and Capitalized Lease Obligations permitted under the Indenture, in each case, that impose encumbrances or restrictions on the property so acquired;

(3) customary provisions in leases, licenses and other similar agreements and instruments entered into in the ordinary course of business;

(4) encumbrances or restrictions arising or existing by reason of applicable law or any applicable rule, regulation or order, or required by any regulatory authority;

(5) any encumbrance or restriction on cash or other deposits or net worth imposed by customers under agreements entered into in the ordinary course of business;

(6) any encumbrance or restriction arising pursuant to an agreement or instrument (a) relating to any Indebtedness permitted to be Incurred subsequent to the Issue Date pursuant to the provisions of the covenant described under "*—Limitation on Indebtedness—Restrictions on the Issuer, the Guarantor and their respective Restricted Subsidiaries*" if the encumbrances and restrictions contained in any such agreement or instrument taken as a whole are not materially less favorable to the Holders of the Notes than as is customary in comparable financings (as determined in good faith by the Board of Directors of the Issuer or the Guarantor, as applicable) or where the Issuer determines that such encumbrance or restriction will not adversely affect, in any material respect, the Issuer's ability to make principal or interest payments on the Notes or (b) constituting an Additional Intercreditor Agreement; or

(7) any encumbrance or restriction existing by reason of any lien permitted under "*—Limitation on Liens*."

Limitation on Sales of Assets and Subsidiary Stock

Each of the Issuer and the Guarantor will not, and will not permit any of their respective Restricted Subsidiaries to, consummate any Asset Disposition.

Limitation on Affiliate Transactions

Each of the Issuer and the Guarantor will not, and will not permit any of their respective Restricted Subsidiaries to, directly or indirectly, enter into or conduct any transaction or series of related transactions (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Issuer or the Guarantor (any such transaction or series of related transactions being an "Affiliate Transaction") involving aggregate value in excess of €2.5 million unless:

(1) the terms of such Affiliate Transaction taken as a whole are not materially less favorable to the Issuer, the Guarantor or such Restricted Subsidiary, as the case may be, than those that could be obtained in a comparable transaction at the time of such transaction or the execution of the agreement providing for such transaction in arm's-length dealings with a Person who is not such an Affiliate;

(2) in the event such Affiliate Transaction involves an aggregate value in excess of €5.0 million, the terms of such transaction or series of related transactions have been approved by the Board of Directors of the Issuer or the Guarantor, as applicable (including, in relation to the Issuer only, the independent director) resolving that such transaction complies with clause (1) above; and

(3) in the event such Affiliate Transaction involves an aggregate consideration in excess of €10.0 million, the Issuer or the Guarantor, as applicable, has received a written opinion (a "Fairness Opinion") from an Independent Financial Advisor that such Affiliate Transaction is fair, from a financial standpoint, to the Issuer, the Guarantor and their respective Restricted Subsidiaries or that the terms are not materially less favorable than those that could reasonably have been obtained in a comparable transaction at such time on an arm's-length basis from a Person that is not an Affiliate.

The provisions of the preceding paragraph will not apply to:

(1) any Permitted Payment or any Permitted Investment;

(2) the payment of reasonable fees and reimbursement of expenses to, and customary indemnities (including under customary insurance policies) and employee benefit and pension expenses provided on behalf of, directors, officers, consultants or employees of the Issuer, the Guarantor or any Restricted Subsidiary (whether directly or indirectly and including through any Person owned or controlled by any of such directors, officers or employees);

(3) (i) the Refinancing Transactions, (ii) the entry into and performance of obligations of the Issuer, the Guarantor or any of their respective Restricted Subsidiaries under the terms of any transaction pursuant to or contemplated by, and any payments pursuant to or for purposes of funding, any agreement, understanding or instrument in effect as of or on the Issue Date, including but not limited to the Intercompany Agreements or other transactions that are entered into pursuant thereto or described in "*Certain Relationships and Related Party Transactions*" in the Offering Memorandum, as these agreements and instruments may be amended, modified, supplemented, extended, renewed, replaced or refinanced from time to time in accordance with the other terms of this covenant or to the extent (x) not more disadvantageous to the Holders in any material respect and (y) such action complies with clause (1) of the preceding paragraph, and (iii) the entry into and performance of any registration rights or other listing agreement;

(4) the execution, delivery and performance of the Tax Consolidation Arrangements;

(5) the transfer by the Issuer or the Guarantor to Stadium Newco of all rights necessary to enable the entry by Stadium NewCo into Stadium Sponsorship Agreements for purposes of financing the Stadium.

(6) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, in each case in the ordinary course of business, which are fair to the Issuer, the Guarantor or the relevant Restricted Subsidiary in the reasonable determination of the Board of Directors or an officer of the Issuer, the Guarantor or the relevant Restricted Subsidiary, or are on terms no less favorable than those that could reasonably have been obtained at such time from an unaffiliated party;

(7) (a) issuances or sales of Capital Stock (other than Disqualified Stock) of the Issuer or Subordinated Shareholder Funding; *provided* that the interest rate and other financial terms of such Subordinated Shareholder Funding are approved by a majority of the members of the Board of Directors in their reasonable determination and (b) any amendment, waiver or other transaction with respect to any Subordinated Shareholder Funding or Tax Consolidation Arrangements in compliance with the other provisions of the Indenture, the Intercreditor Agreement or any Additional Intercreditor Agreement, as applicable;

(8) payments by the Issuer, the Guarantor or any Restricted Subsidiary to any Permitted Holder (whether directly or indirectly, including through any Parent Entity) of annual management, consulting, monitoring or advisory fees and related expenses in an aggregate amount not to exceed €1.0 million per year;

(9) any transactions for which the Issuer, the Guarantor or a Restricted Subsidiary delivers to the Trustee a letter from an Independent Financial Advisor stating that such transaction is (i) fair to the Issuer, the Guarantor or such Restricted Subsidiary from a financial point of view or (ii) on terms not less favorable than might have been obtained in a comparable transaction at such time on an arm's length basis from a Person who is not an Affiliate; or

(10) any participation in a public tender or exchange offers for securities or debt instruments issued by the Issuer, the Guarantor or any of their respective Subsidiaries that are conducted on arms' length terms and provide for the same price or exchange ratio, as the case may be, to all holders accepting such tender or exchange offer.

Merger and Consolidation

Each of the Issuer and the Guarantor will not consolidate with or merge with or into, or assign, convey, transfer, lease or otherwise dispose of all or substantially all the assets of the Issuer, the Guarantor and their respective Subsidiaries, taken as a whole, in one transaction or a series of related transactions to, any Person.

TeamCo will not consolidate with or merge with or into another Person.

For purposes of this covenant, the sale, lease, conveyance, assignment, transfer, or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of the Issuer or the Guarantor, as applicable, which properties and assets, if held by the Issuer or the Guarantor, as applicable, instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Issuer or the Guarantor, as applicable, in each case on a consolidated basis, shall be deemed to be the transfer of all or substantially all of the properties and assets of the Issuer.

There is no precise established definition of the phrase "substantially all" under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve "all or substantially all" of the property or assets of a Person.

Impairment of Security Interest

Each of the Issuer and the Guarantor shall not, and shall not permit any of their respective Restricted Subsidiaries to, take or knowingly or negligently omit to take any action that would have the result of materially impairing the Security Interests with respect to the Collateral (it being understood, subject to the proviso below, that the Incurrence of Permitted Collateral Liens shall under no circumstances be deemed to materially impair the Security Interests with respect to the Collateral) for the benefit of the Trustee and the Holders, and each of the Issuer and the Guarantor shall not, and shall not permit any Restricted Subsidiary to, grant to any Person other than the Security Agent, for the benefit of the Trustee and the Holders and the other beneficiaries described in the Security Documents, the Intercreditor Agreement or any Additional Intercreditor Agreement, any interest whatsoever in any of the Collateral, except that (i) the Issuer, the Guarantor and their respective Restricted Subsidiaries may Incur Permitted Collateral Liens and the Collateral may be discharged and released and retaken, if applicable, in accordance with the Indenture, the applicable Security Documents or the Intercreditor Agreement or any Additional Intercreditor Agreement and (ii) the applicable Security Documents may be amended, extended, renewed, restated, supplemented or otherwise modified or replaced, from time to time to cure any ambiguity, mistake, omission, defect or inconsistency therein; *provided, however*, that in the case of clause (i) above, except with respect to any discharge or release in accordance with the Indenture or the Intercreditor Agreement or any Additional Intercreditor Agreement, the Incurrence of Permitted Collateral Liens or any action expressly permitted by the Indenture or the Intercreditor Agreement or any Additional Intercreditor Agreement, the Security Documents may not be amended, extended, renewed, restated, supplemented, released and retaken, if applicable, or otherwise modified or replaced, unless contemporaneously with any such action, the Issuer delivers to the Trustee and the Security Agent, either (1) a solvency opinion, in form and substance reasonably satisfactory to the Trustee and the Security Agent from an Independent Financial Advisor confirming the solvency of the Guarantor, the Issuer and their respective Subsidiaries, taken as a whole, after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, release, modification or replacement, (2) a certificate from the Board of Directors of the relevant Person which confirms the solvency of the person granting such Security Interest after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, release, modification or replacement, or (3) an Opinion of Counsel, in form and substance reasonably satisfactory to the Trustee and the Security Agent, confirming that, after giving effect to any transactions related to such amendment, extension, renewal, restatement, supplement, release, modification or replacement, the Lien or Liens created under the Security Documents, so amended, extended, renewed, restated, supplemented, modified or replaced are valid Liens not otherwise subject to any limitation, imperfection or new hardening period, in equity or at law, that such Lien or Liens were not otherwise subject to immediately prior to such amendment, extension, renewal, restatement, supplement, release, modification or replacement. In the event that the Issuer complies with the requirements of this covenant, the Trustee and the Security Agent shall (subject to customary protections and indemnifications) consent to such amendments without the need for instructions from the Holders.

Additional Intercreditor Agreements

The Indenture will provide that, at the request of the Issuer, in connection with the Incurrence by the Issuer of any Indebtedness permitted pursuant to the covenant described under "*—Limitation on Indebtedness—Restrictions on the Issuer, the Guarantor and their Restricted Subsidiaries*", the Issuer, the Guarantor, the relevant Restricted Subsidiaries, the Trustee and the Security Agent shall enter into with the holders of such Indebtedness (or their duly authorized Representatives) an intercreditor agreement (an "Additional Intercreditor Agreement") or a restatement, amendment or other modification of the Intercreditor Agreement on substantially the same terms as the Intercreditor Agreement (or terms not materially less favorable to the Holders), including containing substantially the same terms with respect to release of the Guarantee and priority and release of the Security Interest; *provided* that such Additional Intercreditor Agreement will not impose any personal obligations on the Trustee or the Security Agent or, in the opinion of the Trustee or the Security Agent, as applicable, adversely affect the rights, duties, liabilities, indemnities or immunities of the Trustee or the Security Agent under the Indenture or the Intercreditor Agreement.

The Indenture also will provide that, at the direction of the Issuer and without the consent of Holders, the Trustee and the Security Agent shall from time to time enter into one or more amendments to any Intercreditor Agreement to: (1) cure any ambiguity, omission, defect or inconsistency of any such agreement, (2) increase the amount or types of Indebtedness covered by any such agreement that may be Incurred by the Issuer that is subject to any such agreement, if permitted by the Indenture, (3) add Restricted Subsidiaries to the Intercreditor Agreement or an Additional Intercreditor Agreement, (4) further secure the Notes (including Additional Notes), (5) make provision for equal and ratable pledges of the Collateral to secure Additional Notes, (6) implement any Permitted Collateral Liens, (7) amend the Intercreditor Agreement or any Additional Intercreditor Agreement in accordance with the terms thereof or (8) make any other change to any such agreement that does not adversely affect the Holders in any material respect. The Issuer shall not otherwise direct the Trustee or the Security Agent to enter into any amendment to any Intercreditor Agreement without the consent of the Holders of the majority in aggregate principal amount of the Notes then outstanding, except as otherwise permitted below under "*Amendments and Waivers*" or as permitted by the terms of the Intercreditor Agreement or any Additional Intercreditor Agreement, and the Issuer may only direct the Trustee and the Security Agent to enter into any amendment to the extent such amendment does not impose any personal obligations on the Trustee or the Security Agent or, in the opinion of the Trustee or the Security Agent, adversely affect their respective rights, duties, liabilities, indemnities or immunities under the Indenture or the Intercreditor Agreement or any Additional Intercreditor Agreement.

The Indenture also will provide that each Holder, by accepting a Note, shall be deemed to have agreed to and accepted the terms and conditions of the Intercreditor Agreement or any Additional Intercreditor Agreement, (whether then entered into or entered into in the future pursuant to the provisions described herein) and to have directed the Trustee and the Security Agent to enter into any such Additional Intercreditor Agreement. A copy of the Intercreditor Agreement or any Additional Intercreditor Agreement shall be made available for inspection during normal business hours on any Business Day upon prior written request at our offices or at the offices of the listing agent.

Limitations on Issuer and Soccer Activities

Each of the Issuer and the Guarantor will not acquire any Person or any Capital Stock or securities or a business or undertaking (or, in each case, any interest in any of them) or incorporate any Person or otherwise create a Subsidiary or Associate.

Limitations on Business Activities

Each of the Issuer and the Guarantor will not, and will not permit any of their respective Subsidiary to, engage in any business other than a Similar Business.

Payments for Consent

Each of the Issuer and the Guarantor will not, and will not permit any of their respective Restricted Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any holder of Notes for or as an inducement to any consent, waiver or amendment of any of the terms of the provisions of the Indenture or the Notes unless such consideration is offered to be paid and is paid to all Holders that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement. Notwithstanding the foregoing, the Issuer, the Guarantor and their Restricted Subsidiaries shall be permitted, in any offer or payment of consideration for, or as an inducement to, any consent, waiver or amendment of any of the terms or provisions of the Indenture, to exclude holders of Notes in any jurisdiction where (i) the solicitation of such consent, waiver or amendment, including in connection with an offer to purchase for cash, or (ii) the payment of the consideration therefor would require the Issuer or any of its Restricted Subsidiaries to file a registration statement, prospectus or similar document under any applicable securities laws (including, but not limited to, the United States federal securities laws and the laws of the European Union or its member states), which the Issuer in its sole discretion determines (acting in good faith) (A) would be materially burdensome (it being understood that it would not be materially burdensome to file the consent document(s) used in other jurisdictions, any substantially similar documents or any summary thereof with the securities or financial services authorities in such jurisdiction); or (B) such solicitation would otherwise not be permitted under applicable law in such jurisdiction.

Financial Covenant

Covenants

The Issuer shall ensure that the:

(1) Debt Service Coverage Ratio in respect of any Relevant Period ending on or after December 31, 2019; and

(2) *Pro Forma* Debt Service Coverage Ratio in respect of any Relevant Period commencing on or after December 31, 2019.

shall not be less than 1.5, to 1.0.

Equity Cure

Pursuant to the Indenture:

(a) if, as at the Semi-Annual Period Date falling at the end of any Relevant Period, the Issuer is in breach of its obligations under this covenant but, within 30 days of the date on which the relevant Issuer Compliance Certificate was delivered (or was due to be delivered) to the Trustee and the Security Agent (or, if the Issuer elects to prevent such a breach, prior to such Semi-Annual Period Date), TeamCo may provide New Shareholder Injections by way of cash and the Issuer may designate (by notice to the Trustee) such New Shareholder Injections as being provided pursuant to this provision (*provided, however*, that the Issuer must designate such New Shareholder Injections to be provided pursuant to this provision if they have been provided directly or indirectly to cure such a breach), then immediately following the provision of such New Shareholder Injections (or, in the case of a prevention, on the relevant Semi-Annual Period Date):

  (i) the Debt Service Coverage Ratio shall be retested (or, as applicable, tested) as at the relevant Semi-Annual Period Date so that Cash Drawn for Debt Service will be increased by an amount equal to such New Shareholder Injections, which shall be treated as having been received on the last day of such Semi-Annual Period Date (and such New Shareholder Injections will be included in the calculation of Cash Drawn for Debt Service for any Relevant Period, which includes the Semi-Annual Period Date on which the breach occurred); and

  (ii) the *Pro Forma* Debt Service Coverage Ratio shall be retested (or, as applicable, tested) as at the relevant Semi-Annual Period Date but on a *pro forma* basis so that Cash Drawn for Debt Service will be increased by an amount equal to such New Shareholder Injections, which shall be treated as having been received on the first day of the following Relevant Period (and such New Shareholder Injections will be included in the calculation of Cash Drawn for Debt Service for any Relevant Period which includes the Semi-Annual Period Date on which the breach occurred);

and, in each case, the results of such test or retest shall apply for the purposes of the Indenture and the Issuer shall be deemed to have satisfied the requirements as of the relevant date of determination.

(a) the Issuer may not exercise its rights under paragraph (a) above more than three times over the life of the Notes;

(b) the Issuer may not exercise its rights under paragraph (a) above in consecutive Semi-Annual Periods; and

(c) the Issuer shall not be required to apply an Equity Cure in prepayment of the Notes, unless such Equity Cure is required to fund a scheduled Mandatory Amortization Redemption.

Financial Calculations

The financial covenants set out in this covenant shall be calculated on the same basis as the preparation of the financial statements prepared in accordance with IFRS and tested by reference to each of the financial statements of the Issuer and the Guarantor delivered pursuant to the covenant described under "*—Affirmative Covenants—Reporting*" and/or each Issuer Compliance Certificate delivered pursuant to the covenant described under "*—Affirmative Covenants—Compliance Certificates—Issuer Compliance Certificates*".

You are advised that *Pro Forma* Debt Service Coverage Ratio is based in part on contracted revenues at the time of calculation, as well as certain assumptions in respect of renewals of existing agreements, the entry into future agreements and the terms thereof and the Roma Football Team's on-pitch performance. Each of the Issuer and the Guarantor is exposed to potential credit related losses in the event of non-performance by counterparties to its agreements and contracts. In the event of non-performance by such a counterparty, actual Debt Service Coverage Ratio may be lower than expected or estimated. See "*Risk Factors—Risks Related to the Issuer—We are exposed to credit related losses in the event of non-performance by counterparties to Serie A media contracts as well as our key sponsorship contracts*". In addition, it is possible that our assumptions in respect of renewals, the entry into future agreements and the terms thereof and the Roma Football Team's on-pitch performance may prove incorrect, and our actual revenues may be lower than what we have assumed, which could make our *Pro Forma* Debt Service Coverage Ratio higher than the actual Debt Service Coverage Ratio for the same period of time. See "*Risk Factors—Risks Related to the Issuer—It may not be possible to renew or replace key contracts when they expire or are terminated on similar or*

better terms, or at all, or to attract new sponsors","*—Negotiation and pricing of key media contracts are outside our control and those contracts may change in the future due to a variety of external factors*", "*—A significant portion of our Cash Inflows is derived from Roma's media rights revenue from Serie A and UEFA competitions, and any reduction in that revenue due to changes in the allocation of media rights or poor on-pitch performance by Roma's first team would have a material adverse effect on our results of operations*", "*—We present certain non-IFRS measures that may not be comparable to similarly-titled measures that are used by other companies, and these measures have limitations as analytical tools"* and "*—We present certain estimates in respect of Pro Forma Estimated Look-Forward Cash Inflows, Pro Forma Estimated Look-Forward Cash Outflows and the Pro Forma Estimated Look-Forward Debt Service Coverage Ratio for the twelve months ending March 31, 2020 and March 31, 2021 which are based on assumptions in respect of, among others, the replacement of the terminated contractual arrangement with Betway and assumptions and expectations in respect of certain expenses and other Cash Outflows over such period; the accuracy of these estimates depends upon the accuracy of assumptions involving factors that are beyond our control and are subject to known and unknown risks, uncertainties and other factors*".

Affirmative Covenants

Priority of Payments Waterfall

Designation of Accounts

The Issuer must maintain with the Account Bank the following bank accounts in Italy in its name:

(1) a bank account designated its "Cash Inflows Account";

(2) a bank account designated its "Rent/Intercompany Loan Account";

(3) a bank account designated its "Subordinated Loan Account";

(4) a bank account designated its "Opex Account";

(5) a bank account designated its "Debt Service Account";

(6) a bank account designated its "Tax Account";

(7) a bank account designated its "Debt Service Reserve Account";

(8) a bank account designated its "Risk Reserve Account"; and

(9) a bank account designated its "Distribution Account",

each a "Secured Account" and together the "Secured Accounts".

The Secured Accounts will be opened on or about the Issue Date. On the Issue Date, the Secured Accounts will be fully funded with amounts in the existing secured accounts maintained under the Existing Facility, and any excess amounts on deposit will be permitted to be paid to TeamCo as part of the Refinancing Transactions. The Issuer will enter into a new Account Bank Agreement with the Account Bank on or around the Issue Date providing for the management of the Secured Accounts. The Indenture will provide for restrictions on other accounts that the Issuer may maintain and will require that each Secured Account must be pledged as Collateral on or about the Issue Date. The Issuer will also be authorized to keep with UniCredit S.p.A. the Interim Account open for a period of up to 90 days after the Issue Date for the purpose of ensuring that there is no interruption in the cash flow while all third party payors duly process the instructions to ensure future payments are paid into the relevant Secured Accounts. The Issuer shall from time to time promptly (and in any event on a weekly basis) transfer to the Cash Inflows Account the balance standing to the credit of the Interim Account. No Secured Account may become overdrawn and to the extent that any withdrawal (if made in full) would cause a Secured Account to become overdrawn, such withdrawal shall be reduced so that it will not result in such Secured Account being overdrawn. The Issuer may pay to the Account Bank and UniCredit S.p.A. such reasonable transaction charges and other fees (in each case, consistent with the Account Bank's and UniCredit S.p.A.'s usual practice in relation to similar accounts with persons having a similar credit profile to the Issuer) as it may from time to time agree with the Account Bank and UniCredit S.p.A. in respect of the Secured Accounts and the Interim Account. Each Secured Account and the Interim Account shall earn interest at such rate(s) as the Issuer may from time to time agree with the Account Bank and UniCredit S.p.A.

Cash Inflows Account

The Security Agent will have sole signing rights in relation to the Cash Inflows Account. The Issuer must cause or ensure that any and all revenues, cash or other amounts (including those from time to time credited to the Interim Account) received or earned by it (including any interest in respect of amounts standing to the credit of any Secured Account (other than the Distribution Account)) are paid into the Cash Inflows Account, and if any payment of any revenues, cash or other amounts received by the Issuer is paid into a bank account other than the Cash Inflows Account, that payment must be paid immediately into the Cash Inflows Account. The Guarantor must cause or ensure that all Soccer Media and Sponsorship Revenue is paid into the Cash Inflows Account directly or through the Interim Account.

Rent/Intercompany Loan Account and Subordinated Loan Account

The Security Agent will have sole signing rights in relation to the Rent/Intercompany Loan Account and Subordinated Loan Account.

Each deposit of an amount in the Rent/Intercompany Loan Account (other than (i) any deposits for application in accordance with "—*Mandatory Partial Redemption*", or (ii) any amount which does not constitute Soccer Media and Sponsorship Revenue subsequently withdrawn and remitted to the Guarantor) is a payment or repayment of an equal amount from the Guarantor to MediaCo, respectively, under the Lease Agreement or the Amended and Restated MediaCo/Soccer Intercompany Loan, as applicable. Each payment of the Guarantor operating expenses or the Guarantor Tax liabilities through the withdrawals of amounts from the Opex Account and the Tax Account is a repayment of an equal principal amount outstanding from the Issuer to the Guarantor under the Amended and Restated Subordinated Loan Agreement and, to the extent no principal amount is outstanding under the Amended and Restated Subordinated Loan Agreement, each payment shall be applied towards all interest accrued thereunder. To the extent no such principal or interest amount remains outstanding, the excess of such payments shall be a "Further MediaCo/Soccer Advance".

Opex Account

Unless an Event of Default is continuing, the Issuer will have signing rights in relation to the Opex Account. The Issuer may withdraw amounts from the Opex Account exclusively to pay budgeted operating expenses (including VAT) of the Issuer and/or the Guarantor and IRAP payable by the Issuer and/or the Guarantor, in each case in accordance with the Budget.

At any time when an Event of Default is continuing of which the Trustee informs the Security Agent about in writing, the Security Agent (i) may notify the Issuer that any withdrawal from the Opex Account is subject to the prior written consent of the Security Agent, such notice to take effect in accordance with its terms and (ii) shall notify the Account Bank and operate the Opex Account, withdrawing from, and applying amounts standing to the credit of, the Opex Account in or towards any operating expenses of the Issuer and/or the Guarantor in accordance with the Budget and relevant Secured Accounts Schedules, in each case under instruction from the Issuer, unless the Security Agent receives instruction from the Trustee in accordance with the terms of the Indenture in the event of an acceleration of all amounts due under the Indenture as described under "—*Events of Default*".

Debt Service Account

The Security Agent will have sole signing rights in relation to the Debt Service Account. The Security Agent shall, on the date that any amount becomes payable by the Issuer under the Indenture or any *Pari Passu* Indebtedness and any other Indebtedness permitted to be incurred hereunder, withdraw an amount equal to such amount from the Debt Service Account and pay it to the Principal Paying Agent for application in accordance with the Indenture or the relevant paying agent with respect to any *Pari Passu* Indebtedness and any other Indebtedness permitted to be incurred hereunder. If amounts in excess of what is needed to pay amounts due under the Indenture or any *Pari Passu* Indebtedness and any other Indebtedness permitted to be incurred hereunder are deposited in the Debt Service Account, the Security Agent shall (promptly upon request by the Issuer) withdraw these excess amounts standing to the credit of the Debt Service Account and transfer such amounts to the Cash Inflows Account for application in accordance with the process described under "—*Secured Account Waterfall*".

Tax Account

Unless an Event of Default is continuing, the Issuer will have signing rights in relation to the Tax Account. The Issuer shall, upon delivery to the Security Agent and the Account Bank of a certificate from an Officer of the Issuer certifying that at the time of such withdrawal no Default is continuing and that the amount to be withdrawn is to pay an amount shown in the then-applicable Budget and then due, withdraw an amount standing to the credit of the Tax Account equal to the amount certified by an Officer of the Issuer or the Guarantor, as applicable, as being the net Tax liability of the Issuer or the Guarantor as applicable (or, if less, the aggregate amount standing to the credit of the Tax Account), and transfer such amount to (i) in the case of the Issuer, to the relevant Tax authorities (or, with respect to IRES, to NEEP under the Tax Consolidation Arrangements), or (ii) in the case of the Guarantor, to the relevant Tax authorities or, with respect to IRES, as a loan or other distribution to TeamCo, Newco and Brand Management (*pro rata* to their equity holdings in the Guarantor) in the aggregate amount equal to the positive IRES on the taxable income of TeamCo resulting from the Guarantor's income (which amount TeamCo shall certify to the Guarantor together with its request for such loan or other distribution). If amounts in excess of what is needed to pay such net Tax liability are deposited in the Tax Account, the Issuer shall withdraw these excess amounts standing to the credit of the Tax Account and transfer such amounts to the Cash Inflows Account for application in accordance with the process described under "—*Secured Account Waterfall*".

Debt Service Reserve Account

The Security Agent will have sole signing rights in relation to the Debt Service Reserve Account. The Security Agent shall, on the date on which any amount becomes payable by the Issuer under the Indenture or any *Pari Passu* Indebtedness and the balance standing to the credit of the Debt Service Account is not sufficient to meet the due amount

(such deficit being the "Shortfall"), withdraw an amount equal to the Shortfall from the Debt Service Reserve Account and pay it to the Principal Paying Agent for application in accordance with the Indenture or the relevant paying agent with respect to any *Pari Passu* Indebtedness.

Risk Reserve Account

The Security Agent will have sole signing rights in relation to the Risk Reserve Account.

The Security Agent will, on or before the date falling 10 days after the date on which an Issuer Compliance Certificate accompanying the audited annual financial statements of the Issuer is delivered to the Trustee and the Security Agent under "*—Reports*":

(1) if such Issuer Compliance Certificate states that a Mandatory Redemption Event is present, withdraw any and all amounts standing to the credit of the Risk Reserve Account and pay them to the Principal Paying Agent for application in accordance with "*—Mandatory Partial Redemption*" and as required by any other *Pari Passu* Indebtedness; or

(2) if such Issuer Compliance Certificate states that no Mandatory Redemption Event is present, withdraw any and all amounts standing to the credit of the Risk Reserve Account and transfer such amounts to the Cash Inflows Account for application in accordance with the process described under "*—Secured Account Waterfall*".

Any balance standing to the credit of the Risk Reserve Account may only be used in accordance with "*—Mandatory Partial Redemption*" or in accordance with a corresponding provision in any *Pari Passu* Indebtedness or refinancing or payment of principal and interest at the Stated Final Maturity of the Notes or, if at any time, the Secured Accounts Schedule most recently delivered to the Security Agent confirms that no Risk Event is continuing, the Security Agent shall (promptly upon request by the Issuer) withdraw any amounts standing to the credit of the Risk Reserve Account and transfer such amounts to the Cash Inflows Account for application in accordance with "*—Priority of Payments Waterfall—Secured Account Waterfall*".

Distribution Account

Unless an Event of Default is continuing, the Issuer will have signing rights in relation to the Distribution Account. Subject to compliance with the provisions of the covenant described under "*—Restricted Payments*", and upon delivery to the Security Agent of a certificate from an Officer of the Issuer certifying that all Payment Conditions have been met, the Issuer may withdraw any amounts standing to the credit of the Distribution Account to apply in the following order:

(1) first, a Receivables Assignment Deferred Consideration Payment;

(2) second, a payment of outstanding principal amount and/or interest owed under the Amended and Restated Subordinated Loan Agreement;

(3) third, a Tax Consolidation Repayment;

(4) forth, a payment of the Services Agreement Fee;

(5) fifth, any Restricted Investment in the Guarantor pursuant to an Intercompany Loan or any other agreement or extension of credit to the Guarantor;

(6) sixth, any extension of credit to TeamCo under any applicable Intercompany Loan; and

(7) seventh, to the extent settled in cash, a Permitted Alternative Distribution or Permitted Cash Distribution.

At any time when an Event of Default is continuing of which the Trustee informs the Security Agent about in writing, the Security Agent (i) may notify the Issuer that its rights to operate the Distribution Account are suspended, (ii) shall notify the Account Bank and operate the Distribution Account, and (iii) shall withdraw any and all amounts standing to the credit of the Distribution Account and transfer such amounts to the Cash Inflows Account for application in accordance with the process described under "*—Secured Account Waterfall*".

Secured Account Waterfall

Except as provided below, upon receipt of the Secured Accounts Schedule on the Issue Date and thereafter on or before the 14th calendar day of each calendar month from and including August, 2019 and on the last Business Day of each calendar month, the Security Agent must, and is irrevocably authorized by the Issuer to, withdraw from, and apply amounts standing to the credit of, the Cash Inflows Account (other than proceeds of Indirect Media Rights Arrangements) based on written instructions received by the Issuer in the relevant Secured Accounts Schedule, in the following order:

(1) first, to the Rent/Intercompany Loan Account in the following order:

(A) up to the amount specified in paragraph (a) of the definition of Rent/Intercompany Loan Amount;

(B) up to the amount specified in paragraph (b) of the definition of Rent/Intercompany Loan Amount;

(C) up to the amount specified in paragraph (c) of the definition of Rent/Intercompany Loan Amount;

(2) second, the remainder to the Subordinated Loan Account as a loan from the Guarantor to the Issuer in accordance with the terms of the Amended and Restated Subordinated Loan Agreement.

Except as provided below, upon receipt of the Secured Accounts Schedule on the Issue Date and thereafter on or before the 15th calendar day of each calendar month and on the last Business Day of each calendar month in which the applicable Secured Accounts are fully funded as requested by the Issuer (each such date, an "Accounts Payments Date"), the Security Agent must, and is irrevocably authorized by the Issuer to, withdraw from, and apply amounts standing to the credit of, the Rent/Intercompany Loan Account and the Subordinated Loan Account (and all proceeds of Indirect Media Rights Arrangements in the Cash Inflows Account), in the following order:

(1) first, to the Opex Account, in an amount sufficient to pay the budgeted operating expenses (including VAT, any withholding tax, stamp duty, register tax and similar taxes) of the Issuer and the Guarantor for the period on and from the first Business Day of that calendar month to and including the first Business Day of the following calendar month and any payments in respect of IRAP in that period, in each case as set out in the Budget;

(2) second, to the Debt Service Account, in an amount sufficient to make payments in respect of any Mandatory Amortization Redemption and in respect of a similar provision in respect of *Pari Passu* Indebtedness and any other Indebtedness (including but not limited to any Hedging Obligations) permitted to be incurred hereunder and any payment of interest in respect of the Notes, *Pari Passu* Indebtedness and any other Indebtedness permitted to be incurred hereunder, falling due in the period on and from the first Business Day of that calendar month to and including the first Business Day of the following calendar month;

(3) third, to the Opex Account, in an amount sufficient to pay the budgeted operating expenses (including VAT, any withholding tax, stamp duty, register tax and similar taxes) of the Issuer and the Guarantor for the lesser of (i) the following five months (after the first month referred to in clause (1) above) and (ii) the period ending on the last Business Day of the third calendar month of the next financial year of the Issuer and the Guarantor, as applicable, and any payments in respect of IRAP in that period, in each case as set out in the Budget;

(4) fourth, to the Debt Service Account, in an amount sufficient to make payment in respect of any Mandatory Amortization Redemption and in respect of a similar provision in respect of *Pari Passu* Indebtedness and any other Indebtedness permitted to be incurred hereunder and any payment of interest in respect of the Notes, *Pari Passu* Indebtedness and any other Indebtedness permitted to be incurred hereunder, falling due in the lesser of (i) the following five months (after the first month referred to in clause (2) above) and (ii) the period ending on the last Business Day of the third calendar month of the next financial year of the Issuer, as set out in the Budget; *provided, however*, that on the Issue Date, the Debt Service Account shall be funded in an amount equal to €5.6 million;

(5) fifth, to the extent that the amount standing to the credit of the Debt Service Reserve Account is less than the DSR Minimum Amount, to the Debt Service Reserve Account up to an amount equal to the amount required for the balance standing to the credit of the Debt Service Reserve Account to be equal to the DSR Minimum Amount;

(6) sixth, to the Tax Account, in an amount certified by an Officer of the Issuer or the Guarantor, as applicable, on the basis of reasonable assumptions as the budgeted net Tax liability of the Issuer or the Guarantor, as applicable, under the Tax Consolidation Arrangements for the lesser of (i) the following six months and (ii) the remainder of the current financial year of the Issuer, as set out in the Budget; and

(7) seventh, the surplus (if any):

  (A) if the Secured Accounts Schedule most recently delivered to the Security Agent states that a Risk Event is continuing, to the Risk Reserve Account; or

  (B) otherwise, to the Distribution Account.

Each payment of the Guarantor operating expenses or the Guarantor Tax liabilities under sub-paragraphs (1), (3) and (6) of the second paragraph of this section "Secured Account Waterfall" is a repayment of an equal principal amount outstanding from the Issuer to the Guarantor under the Amended and Restated Subordinated Loan Agreement and, to the extent no principal amount is outstanding under the Amended and Restated Subordinated Loan Agreement, each payment shall be applied towards all interest accrued thereunder. To the extent no such principal or interest amount remains outstanding, the excess of such payments shall be a "Further MediaCo/Soccer Advance". Each deposit of an amount under the sub-paragraph (1)(A) of the first paragraph of this of this section "Secured Account Waterfall" in respect of an amount described therein (other than (i) any deposits for application in accordance with "*—Mandatory Partial Redemption*", or (ii) any amount subsequently withdrawn pursuant to sub-paragraph (1) of the paragraph immediately below) is a payment of such described amount for all purposes hereof.

The Issuer must on the Issue Date and no later than the 12th day of each calendar month and no later than the third Business Day before the end of each calendar month, deliver to the Security Agent a schedule (certified by an Officer of the Issuer) (each such schedule, a "Secured Accounts Schedule") setting out:

(1) any amount inadvertently or for convenience deposited by or at the direction of the Guarantor to the Cash Inflows Account that (A) does not constitute an amount to which the Guarantor is entitled pursuant to the Existing Direct Media Contracts, Future Direct Media Contracts and the Sponsorship Agreements and (B) was not previously identified in the relevant Secured Account Schedule, which amount shall be withdrawn from the Rent/Intercompany Loan Account or the Subordinated Loan Account, as applicable, and remitted to the Guarantor;

(2) the amount to be paid under each subparagraph (1) to (7) under the paragraph above, on each Accounts Payments Date;

(3) the details of the Secured Accounts from and to which each such amount is to be paid; and

(4) a declaration of whether or not any Risk Event is continuing (together with supporting calculations) and whether or not any Risk Event has occurred previously (whether or not still continuing) during the then current season,

in each case, in form and substance satisfactory to the Security Agent. Such Secured Accounts Schedules shall not be provided to Holders.

If at any time the Issuer becomes aware that a Risk Event is continuing, it shall promptly notify the Security Agent and the Trustee in writing.

The Security Agent shall have no obligation or responsibility to monitor the Issuer's, the Guarantor's or TeamCo's compliance with the affirmative covenants under the Indenture and shall act only in accordance with the instructions and certifications delivered to it as set out in the Indenture. The Security Agent shall be entitled to conclusively rely, without investigation or verification, on the certifications and instructions delivered to it and the contents of any other documents provided to it by the Issuer, the Guarantor or TeamCo including the accuracy of any mathematical calculations or other facts or statements contained therein. The Security Agent shall not be liable to any Person for any withdrawals from any Secured Account made in accordance with instructions received from the Issuer, the Guarantor or TeamCo. The Security Agent will not be responsible or liable to any Account Bank for fees, costs and expenses due to such Account Bank in connection with any of the Secured Accounts.

Reports

Issuer Reports

So long as any Notes are outstanding, the Issuer will furnish to the Trustee the following reports:

(1) within 120 days after the end of the Issuer's financial year beginning with the financial year ended June 30, 2020, annual reports containing, to the extent applicable: (i) an operating and financial review of the audited (both (x) Issuer standalone and (y) consolidated (if the Issuer has any Subsidiaries)) financial statements, including a discussion of the results of operation, financial condition, cash drawn for debt service (as defined in the Offering Memorandum), Cash Inflows (as defined in the Offering Memorandum) and liquidity and capital resources; (ii) the audited (both (x) Issuer standalone and (y) consolidated (if the Issuer has any Subsidiaries)) balance sheet of the Issuer as at the end of the most recent financial year and audited (both (x) Issuer standalone and (y) consolidated (if the Issuer has any Subsidiaries)) income statements and statements of cash flow of the Issuer for the most recent two financial years, including appropriate footnotes to such financial statements, for and as at the end of such financial years and the report of the independent auditors on the financial statements; (iii) a description of the business, management and shareholders of the Issuer, all material affiliate transactions; and a description of all material debt instruments; and (iv) a description of material operational risk factors and material subsequent events; *provided* that the information described in clauses (iii) and (iv) may be provided in the footnotes to the audited financial statements;

(2) within 60 days following the end of each of the first three financial quarters in each financial year of the Issuer, beginning with the quarter ending September 30, 2019, quarterly (both (x) Issuer standalone and (y) consolidated (if the Issuer has any Subsidiaries)) financial statements containing the following information: (i) the Issuer's unaudited condensed (both (x) Issuer standalone and (y) consolidated (if the Issuer has any Subsidiaries)) balance sheet as at the end of such quarter and unaudited condensed statements of income and cash flow for the most recent quarter year to date period ending on the unaudited condensed balance sheet date and the comparable prior period, together with condensed footnote disclosure; (ii) an operating and financial review of the unaudited financial statements, including a discussion of the consolidated financial condition, results of operations, Cash Drawn for Debt Service, Cash Inflows and material changes in liquidity and capital resources of the Issuer; (iii) a discussion of material changes in material debt instruments since the most recent report; and (iv) material subsequent events and any material changes to the risk factors disclosed in the most recent annual report; *provided* that the information described in clauses (iii) and (iv) may be provided in the footnotes to the unaudited financial statements; and

(3) promptly after the occurrence of (i) a material event that the Issuer announces publicly or any acquisition, disposition or restructuring, merger or similar transaction that is material to the Issuer and the Restricted Subsidiaries, taken as a whole, (ii) material league sanctions being placed on the Roma Football Team, (iii) a

senior executive officer or director changes at the Issuer, or (iv) a change in auditors of the Issuer, a report containing a description of such event.

In addition, the Issuer shall furnish to the Holders and to prospective investors, upon the request of such parties, any information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act for so long as the Notes are not freely transferable under the Exchange Act by persons who are not "affiliates" under the Securities Act.

The Issuer shall also make available to Holders and prospective Holders copies of all reports furnished to the Trustee on the Issuer's website and if and so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market thereof and to the extent that the rules and regulations of the Luxembourg Stock Exchange so require, by posting such reports on the official website of the Luxembourg Stock Exchange (*www.bourse.lu*).

All financial statement information required herein shall be prepared in accordance with IFRS as in effect on the date of such report or financial statement (or otherwise on the basis of IFRS as then in effect) and on a consistent basis for the periods presented, except as may otherwise be described in such information; *provided, however*, that the reports set forth in clauses (1), (2) and (3) above may, in the event of a change in IFRS, present earlier periods on a basis that applied to such periods. No report need include separate financial statements for any Subsidiaries of the Issuer or any disclosure with respect to the results of operations or any other financial or statistical disclosure not of a type included in this Offering Memorandum. In addition, the reports set forth above will not be required to contain any reconciliation to U.S. generally accepted accounting principles.

All reports provided pursuant to this "*Reports*" covenant shall be made in the English language.

In the event that (i) the Issuer becomes subject to the reporting requirements of Section 13(a) or 15(d) of the Exchange Act, or elects to comply with such provisions, for so long as it continues to file the reports required by Section 13(a) with the SEC or (ii) the Issuer elects to provide to the Trustee reports which, if filed with the SEC, would satisfy (in the good faith judgment of the Issuer) the reporting requirements of Section 13(a) or 15(d) of the Exchange Act (other than the provision of U. S. GAAP information, certifications, exhibits or information as to internal controls and procedures), for so long as it elects, the Issuer will make available to the Trustee such annual reports, information, documents and other reports that the Issuer is, or would be, required to file with the SEC pursuant to such Section 13(a) or 15(d). Upon complying with the foregoing requirement, the Issuer will be deemed to have complied with the provisions contained in the preceding paragraphs.

Soccer Reports

So long as any Notes are outstanding, the Guarantor will furnish to the Trustee the following reports:

(1) within 120 days after the end of the the Guarantor's financial year beginning with the financial year ended June 30, 2020, the audited standalone balance sheet of the Guarantor as at the end of the most recent financial year and audited standalone income statements and statements of cash flow of the Guarantor for the most recent two financial years, including appropriate footnotes to such financial statements, for and as at the end of such financial years and the report of the independent auditors on the financial statements;

(2) within 60 days following the end of each of the Guarantor's first three financial quarters in each financial year, beginning with the quarter ending September 30, 2019, the Guarantor's unaudited balance sheet as at the end of such quarter and unaudited statements of income and cash flow for the most recent quarter year to date period ending on the unaudited condensed balance sheet date and the comparable prior period; and

(3) if the Guarantor delivers any form of operating and financial review of the standalone financial statements to the press or to Italian regulatory authorities, then such operating and financial review shall be delivered to the Trustee.

TeamCo Reports

So long as any Notes are outstanding, TeamCo will furnish to the Trustee the following reports:

(1) within 120 days after the end of the TeamCo's financial year beginning with the financial year ended June 30, 2020, the audited consolidated balance sheet of TeamCo as at the end of the most recent financial year and audited consolidated income statements and statements of cash flow of TeamCo for the most recent two financial years, including appropriate footnotes to such financial statements, for and as at the end of such financial years and the report of the independent auditors on the financial statements; and

(2) if TeamCo delivers any form of operating and financial review of the audited consolidated financial statements to the press or to Italian regulatory authorities, then such operating and financial review shall be delivered to the Trustee.

The Issuer shall also make available to Holders and prospective Holders copies of all reports furnished to the Trustee on the Issuer's website and if and so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market thereof and to the extent that the rules and regulations of the

Luxembourg Stock Exchange so require, by posting such reports on the official website of the Luxembourg Stock Exchange (*www.bourse.lu*).

All financial statement information required herein shall be prepared in accordance with IFRS as in effect on the date of such report or financial statement (or otherwise on the basis of IFRS as then in effect) and on a consistent basis for the periods presented, except as may otherwise be described in such information; *provided, however*, that any report set forth above may, in the event of a change in IFRS, present earlier periods on a basis that applied to such periods. No report need to include separate financial statements for any Subsidiaries of TeamCo, other than the Issuer and Guarantor under "Issuer Reports" and "Soccer Reports" above. In addition, the reports set forth above will not be required to contain any reconciliation to U. S. generally accepted accounting principles.

Budget

The Issuer will supply to the Security Agent an annual budget for it and the Guarantor for that financial year (i) on the Issue Date for the financial year ending June 30, 2020 (as set forth below in (2) of the following paragraph) and (ii) within 15 days of the beginning of each subsequent financial year (each such budget, a "Budget").

Each Budget will:

(1) include information for each month of the financial year;

(2) include (i) monthly projected operating expenses, (ii) net and gross Tax liabilities of the Issuer under the Tax Consolidation Arrangements and (iii) monthly Debt Service amounts; and

(3) be approved by the board of directors of the Issuer and/or the Guarantor.

The Budget shall not be made available to Holders.

The Issuer may update or change the Budget for a financial year at any time and from time to time, including after New Shareholder Injections.

If the Issuer updates or changes the Budget in accordance with the paragraph above, it shall promptly deliver to the Security Agent such updated or changed Budget together with a written explanation of the main changes in that Budget. On and from the date of such delivery, references to the Budget in the Indenture shall be to such updated Budget.

Delivery of any information, documents and reports to the Trustee and the Security Agent pursuant to this "Reports" section is for informational purposes only and the Trustee's or the Security Agent's receipt of such shall not constitute constructive notice of any information contained therein, including the Issuer's compliance with any of its covenants under the Indenture.

Compliance Certificates

Issuer Compliance Certificates

The Issuer will deliver an Officer's Certificate to the Trustee and the Security Agent with (1) each set of its audited annual financial statements and (2) each of its quarterly financial statements for each financial quarter ending December 31 (each such compliance certificate, an "Issuer Compliance Certificate").

Each Issuer Compliance Certificate will:

(1) set out computations as to compliance with the covenant set forth under "*—Financial Covenant*" as of the applicable date of the Relevant Period; *provided, however*, that such computations shall only include the following:

  (A) (1) the Debt Service Coverage Ratio for the Relevant Period, (2) the aggregate historical Cash Inflows figure used to calculate the Debt Service Coverage Ratio, (3) the aggregate historical Cash Outflows figure used to calculate the Debt Service Coverage Ratio and (4) the aggregate historical Debt Service figure used to calculate the Debt Service Coverage Ratio; and

  (B) (1) the *Pro Forma* Debt Service Coverage Ratio for the Relevant Period, (2) (i) the aggregate projected Cash Inflows figure used to calculate the *Pro Forma* Debt Service Coverage Ratio and (ii) to the extent that such projected Cash Inflows figure includes amounts that are not on the basis of revenues contracted at the time of calculation in compliance with the definition of "*Pro Forma* Debt Service Coverage Ratio", a breakdown of such aggregate projected Cash Inflows figure including: (x) the aggregate Cash Inflows figure on the basis of then-contracted revenues and (y) the aggregate Cash Inflows figure not on the basis of then contracted revenues, (3) the aggregate projected Cash Outflows figure used to calculate the *Pro Forma* Debt Service Coverage Ratio and (4) the aggregate projected Debt Service figure used to calculate the *Pro Forma* Debt Service Coverage Ratio;

(2) indicate whether there is a Risk Event present; and

(3) be signed by an Officer of the Issuer.

In addition, each Issuer Compliance Certificate delivered with the audited annual financial statements will:

(1) include a report by the Issuer's auditors on the Debt Service Coverage Ratio set forth in the Issuer Compliance Certificate;

(2) indicate whether the signers thereof know of any Default or Event of Default that occurred during the previous financial year; and

(3) indicate whether a Mandatory Redemption Event is present and the amounts to be withdrawn from the Risk Reserve Account and the beneficiary of such amounts (including payment instructions).

The Issuer Compliance Certificates shall be made available to Holders on the same basis as the associated financial reporting under "*—Reports—Issuer Reports*".

Soccer Compliance Certificate

The Guarantor will deliver an Officer's Certificate to the Trustee with (i) each set of its audited annual standalone financial statements and (ii) each of its quarterly financial statements for each financial quarter ending December 31 (each such compliance certificate, a "Soccer Compliance Certificate"), which will confirm Soccer's performance of obligations under "*—Compliance with Agreements*"; For the avoidance of doubt, the Soccer Compliance Certificate may be delivered as a single certificate with the Issuer Compliance Certificate duly executed by the Issuer and the Guarantor in accordance with the terms of the Indenture.

TeamCo Compliance Certificate

TeamCo will deliver an Officer's Certificate to the Trustee with each set of its audited consolidated financial statements (each such compliance certificate, a "TeamCo Compliance Certificate").

Each TeamCo Compliance Certificate will:

(1) confirm TeamCo's performance of obligations under "*—Compliance with Agreements*";

(2) provide written notice of any non-compliance by TeamCo or Roma Football Team with any material law and regulations of which it is aware (including the Serie A league's bylaws or the bylaws of any other Football Body administering a football league or tournament in respect of which the Roma Football Team is entitled to participate), the status of such non-compliance and what action TeamCo and the Roma Football Team are taking or proposing to take in respect thereof;

(3) be signed by an Officer of TeamCo.

TeamCo will deliver one or more supplements to each TeamCo Compliance Certificate:

(1) providing notice that TeamCo has submitted its calculations under the financial conditions of the UEFA Financial Fair Play Regulations to UEFA and indicating whether such calculations demonstrate either compliance or non-compliance with the financial conditions of the UEFA Financial Fair Play Regulations (subject to audit and approval by UEFA), within ten Business Days of the later of (a) the approval of the consolidated financial statements of TeamCo for the prior financial year by the Board of Directors of TeamCo and (b) submission of TeamCo's calculations under the financial conditions of the UEFA Financial Fair Play Regulations to UEFA;

(2) (a) certifying compliance with the financial conditions of the UEFA Financial Fair Play Regulations, within ten Business Days of UEFA's written acceptance of TeamCo's calculations under the financial conditions of the UEFA Financial Fair Play Regulations or (b) providing notice if UEFA has not accepted or has otherwise questioned compliance with the financial conditions of the UEFA Financial Fair Play Regulations, within ten Business Days of UEFA's written notice of such rejection or other action; and

(3) (a) certifying compliance with the financial conditions of the Italian Football Financial Fair Play Regulations, within ten Business Days of FIGC's written acceptance of TeamCo's calculations under the financial conditions of the Italian Football Financial Fair Play Regulations, if FIGC provides such written acceptance or (b) providing notice if FIGC has not accepted or has otherwise questioned compliance with the financial conditions of the Italian Financial Fair Play Regulations, within ten Business Days of FIGC's written notice of such rejection or other action.

The TeamCo Compliance Certificates shall be made available to Holders on the same basis as the associated financial reporting under "*—Reports—TeamCo Reports*".

Compliance with Agreements

The Issuer, the Guarantor and/or TeamCo, as specified, are required to take or refrain from taking the following actions:

(1) the Issuer, the Guarantor and TeamCo will each comply with the material terms of the Intercompany Agreements;

(2) each of the Issuer and the Guarantor will exercise its rights and remedies under the Intercompany Agreements;

(3) each of the Issuer and the Guarantor will not amend, vary, novate, assign, supplement, supersede, waive or terminate any term of any Intercompany Agreement, except to reflect changes of a minor, technical or administrative nature to, or cure a defect or omission in any Intercompany Agreement;

(4) each of the Issuer and the Guarantor will comply with the material terms of each Material Contract;

(5) each of the Issuer and the Guarantor will not amend, vary, novate, assign, supplement, supersede, waive or terminate any term of any Material Contract, except to reflect changes of a minor, technical or administrative nature to, or cure a defect or omission in any Material Contract, *provided, however*, that material changes shall be permitted to the extent the economic terms of the applicable Material Contract are the same or improved, and *provided further* that a Material Contract shall be permitted to be terminated by the Issuer or the Guarantor, as applicable, if it is thereafter replaced by a contract on the same or improved economic terms within 30 days; and

(6) all Future Direct Media Contracts and Future Sponsorship Agreements shall be entered into directly by the Issuer or the Guarantor and, in respect of a Future Sponsorship Agreement (to the extent required) also by TeamCo, and shall not be entered into by any existing or future Subsidiary of the Issuer or the Guarantor (other than the Issuer).

Further Assurances

The Indenture will provide that:

(1) promptly upon the entry into effect of any Future Indirect Media Rights Arrangements, TeamCo shall enter into a Future Receivables Assignment Agreement in respect of the receivables under such Future Indirect Media Rights Arrangements. The Issuer will then promptly assign its rights under such Future Receivables Assignment Agreement in favor of the Security Agent for the benefit of the Holders;

(2) each of the Issuer and the Guarantor shall ensure that any Future Direct Media Contracts and Future Sponsorship Agreements (which will be entered into by the Guarantor as lessee of the Issuer's Going Concern under the Lease Agreement) and, in respect of a Future Sponsorship Agreement (to the extent required) also by TeamCo will acknowledge and expressly permit that, in case of termination of the Lease Agreement and subsequent transfer of the Issuer's Going Concern back to the Issuer, the relevant contractual relationships shall continue with the Issuer, in accordance with the applicable provisions of law;

(3) promptly on entering into any Future Sponsorship Agreement or Future Direct Media Contract, the Issuer or the Guarantor, as applicable, shall provide security over its rights under the same in favor of the Security Agent for the benefit of the Holders; *provided, however*, that the Issuer or the Guarantor will not be required to provide security over (i) a Future Sponsorship Agreement with a total value of less than €150,000 if to do so would be unduly burdensome to the Issuer or (ii) a Future Sponsorship Agreement or Future Direct Media Contract if to do so would be (x) unduly burdensome to the Issuer or (y) the costs of providing security are disproportionate to the benefit obtained by the beneficiaries of that security; *provided, further, however*, that the aggregate value of all Future Sponsorship Agreements and Future Direct Media Contracts not subject to security pursuant to this clause (ii) shall not exceed €3.0 million;

(4) promptly on entering into any Future Sponsorship Agreement where TeamCo is also a party to such agreement, TeamCo shall enter into a Future Receivables Assignment Agreement in respect of any receivables under such Future Sponsorship Agreement. The Issuer or the Guarantor, as applicable, will then promptly assign its rights under such Future Receivables Assignment Agreement in favor of the Security Agent for the benefit of the Holders;

(5) upon the receipt of any amounts from UEFA, TeamCo, either directly or through the Security Agent, shall transfer such amounts to the Cash Inflows Account in compliance with the Account Bank Agreement;

(6) TeamCo and the Guarantor, as applicable, shall undertake to do all acts and enter into all documents required to transfer the Day of Game Sponsorship Rights in relation to the Stadium to the Issuer provided that these rights have not been transferred to Stadium NewCo for the purposes of financing the Stadium. The Issuer will grant Security Interests to the Notes over the receivables generated from such Day of Game Sponsorship Rights transferred to the Issuer. For the avoidance of doubt, Stadium Newco shall not be a party to the Indenture and therefore the Indenture shall not prohibit the Incurrence of Indebtedness by Stadium Newco for the purposes of financing the construction of the Stadium *provided* that there is no recourse to the assets of any member of the Restricted Group;

(7) each of the Issuer and the Guarantor shall not segregate assets or revenues for the purpose of Article 2447-bis, letter (a) or letter (b), of the Italian Civil Code, by creating any *patrimonio destinato ad uno specifico affare* or incurring any *finanziamento destinato ad uno specifico affare*;

(8) each of the Issuer and the Guarantor shall not issue any financial instrument under Article 2447-ter, paragraph (e) of the Italian Civil Code;

(9) the Guarantor must cause or ensure that all Soccer Media and Sponsorship Revenue is paid directly or through the Interim Account into the Cash Inflows Account.

Intellectual Property

The Issuer will:

(1) preserve and maintain the subsistence and validity of the Intellectual Property necessary for the business of the Group;

(2) use (or procure that TeamCo uses) reasonable endeavors to prevent any infringement in any material respect of its Intellectual Property;

(3) make (or procure that TeamCo makes) registrations and pay (or procure that TeamCo pays) all registration fees and taxes necessary to maintain its Intellectual Property in full force and effect and record its interest in that Intellectual Property;

(4) not use or permit its Intellectual Property to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property or imperil its right to use such property;

(5) not discontinue the use of its Intellectual Property; and

(6) not grant any member of the Group or other Affiliate of TeamCo any right to its Intellectual Property except to the Guarantor under the Lease Agreement and *provided that* nothing shall prohibit the Guarantor from granting to TeamCo any such rights under the License Agreement in accordance with the Indenture.

Corporate Responsibilities

The Issuer will have an independent director at all times.

Each of the Issuer and the Guarantor will:

(1) maintain its corporate identity as a special purpose entity;

(2) refrain from amending, waiving, supplementing or otherwise modifying its Constitutional Documents; and

(3) conduct its business and affairs in accordance with and comply with its Constitutional Documents in all respects.

The Indenture will also include certain covenants to ensure that each of the Issuer and the Guarantor maintains its separateness as an entity.

Certain Reports to Rating Agencies

Upon the request of any Rating Agency, the Issuer shall provide such Rating Agency with the report of an Independent Financial Advisor in respect of any Affiliate Transaction pursuant to clauses (1), (2) or (3) of the first paragraph of "*Certain Covenants—Limitation on Affiliate Transactions*" with a value of greater than €2.5 million per annum, with such report to include the information requested by such Rating Agency.

Other Covenants

The Indenture will also include covenants relating to payment of the Notes, payment of taxes, compliance with laws, maintenance of a rating on the Notes (which covenant shall not specify a particular rating that must be maintained) and maintenance of the listing of the Notes.

Events of Default

Each of the following is an "Event of Default" under the Indenture:

(1) default in any payment of interest on any Note issued under the Indenture when due and payable, unless its failure to pay is caused by administrative or technical error and payment is made within three Business Days of its due date;

(2) default in the payment of the principal amount of or premium, if any, on any Note issued under the Indenture when due at its Stated Final Maturity, upon optional redemption, upon mandatory redemption (including scheduled amortization), upon required repurchase, upon declaration or otherwise, unless its failure to pay is caused by administrative or technical error and payment is made within three Business Days of its due date;

(3) failure by the Issuer, the Guarantor, any of their respective Restricted Subsidiaries, or, as the case may be, TeamCo to comply for 30 days after written notice by the Trustee or the Holders of at least 30% in principal amount of the outstanding Notes with such Person's other agreements (except as described under "*—Financial Covenant*") contained in the Indenture;

(a) failure by the Issuer to comply with the covenant described under "*—Financial Covenant*" (including through the application of the provision described under "*—Financial Covenant—Equity Cure*"), continued for 30 days following the earlier of (i) the last date for which the applicable Issuer Compliance Certificate may be delivered in compliance with the Indenture and (ii) the delivery of an Issuer Compliance Certificate which certifies a lack of compliance with such covenant;

(4) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Issuer, the Guarantor or any of the Restricted Subsidiaries (or the payment of which is guaranteed by the Issuer, the Guarantor or any of the Restricted Subsidiaries) other than Indebtedness owed to the Issuer, the Guarantor or any of the Restricted Subsidiary whether such Indebtedness or guarantee now exists, or is created after the Issue Date, which default:

(a) is caused by a failure to pay principal at stated maturity on such Indebtedness, immediately upon the expiration of the grace period provided in such Indebtedness ("payment default"); or

(b) results in the acceleration of such Indebtedness prior to its maturity (the "cross acceleration provision"),

and, in each case, either (i) the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a payment default or the maturity of which has been so accelerated, aggregates €10.0 million or more;

(5) certain events of bankruptcy, insolvency or court protection of the Issuer or the Guarantor (the "bankruptcy provisions");

(6) failure by the Issuer or the Guarantor to pay final judgments aggregating in excess of €10.0 million (exclusive of any amounts that a solvent insurance company has acknowledged liability for), which judgments are not paid, discharged or stayed for a period of 60 days after the judgment becomes final (the "judgment default provision"); and

(7) any security interest under the Security Documents shall, at any time, cease to be in full force and effect (other than in accordance with the terms of the relevant Security Document, the Intercreditor Agreement or any Additional Intercreditor Agreement and the Indenture and except through the gross negligence or willful misconduct of the Trustee or the Security Agent) with respect to Collateral having a fair market value in excess of €5.0 million for any reason other than the satisfaction in full of all obligations under the Indenture or the release of any such security interest in accordance with the terms of the Indenture, the Intercreditor Agreement or any Additional Intercreditor Agreement or the Security Documents or any such security interest created thereunder shall be declared invalid or unenforceable or the Issuer or the Guarantor shall assert in writing that any such security interest is invalid or unenforceable and any such Default continues for 30 days.

However, a default under clauses (3)(a), (4) or (6) above will not constitute an Event of Default until the Trustee or the Holders of 30% in principal amount of the outstanding Notes under the Indenture notify the Issuer of the default and, with respect to clauses (3)(a), (4) and (6) the Issuer does not cure such default within the time specified in clauses (3)(a), (4) or (6), as applicable, of this paragraph after receipt of such notice.

If an Event of Default (other than an Event of Default described in clause (5) above) occurs and is continuing of which a Responsible Officer of the Trustee has written notice, the Trustee by notice to the Issuer or the Holders of at least 30% in principal amount of the outstanding Notes under the Indenture by written notice to the Issuer and the Trustee, may, and the Trustee at the request of such Holders shall, declare the principal of, premium, if any, and accrued and unpaid interest on all the Notes under the Indenture to be due and payable. Upon such a declaration, such principal, premium and accrued and unpaid interest will be due and payable immediately. In the event of a declaration of acceleration of the Notes because an Event of Default described in clause (4) under "*Events of Default*" has occurred and is continuing, the declaration of acceleration of the Notes shall be automatically annulled if the event of default or payment default triggering such Event of Default pursuant to clause (4) shall be remedied or cured, or waived by the holders of the Indebtedness, or the Indebtedness that gave rise to such Event of Default shall have been discharged in full, within 30 days after the declaration of acceleration with respect thereto and if (1) the annulment of the acceleration of the Notes would not conflict with any judgment or decree of a court of competent jurisdiction and (2) all existing Events of Default, except nonpayment of principal, amounts due pursuant to a Mandatory Amortization Redemption or Mandatory Partial Redemption, premium or interest on the Notes that became due solely because of the acceleration of the Notes, have been cured or waived.

If an Event of Default described in clause (5) above occurs and is continuing, the principal of, premium, if any, and accrued and unpaid interest on all the Notes will become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders.

Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture and may not enforce the Security Documents except as provided in such Security Documents, the Intercreditor Agreement or any Additional Intercreditor Agreement.

The Holders of a majority in principal amount of the outstanding Notes under the Indenture may waive all past or existing Defaults or Events of Default (except with respect to nonpayment of principal, amounts due pursuant to a

Mandatory Amortization Redemption or Mandatory Partial Redemption, premium, interest or Additional Amounts, if any) and rescind any such acceleration with respect to such Notes and its consequences if rescission would not conflict with any judgment or decree of a court of competent jurisdiction.

Subject to the provisions of the Indenture relating to the duties of the Trustee, if an Event of Default occurs and is continuing of which a Responsible Officer of the Trustee has written notice, the Trustee will be under no obligation to exercise any of the rights or powers under the Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee indemnity and/or security (including by way of prefunding) satisfactory to the Trustee against any loss, liability or expense. Except to enforce the right to receive payment of principal, amounts due pursuant to a Mandatory Amortization Redemption or Mandatory Partial Redemption or interest when due, no Holder may pursue any remedy with respect to the Indenture or the Notes unless:

(1) such Holder has previously given the Trustee notice that an Event of Default is continuing;

(2) Holders of at least 30% in principal amount of the outstanding Notes have requested the Trustee to pursue the remedy;

(3) such Holders have offered the Trustee security and/or indemnity (including by way of prefunding) satisfactory to it against any loss, liability or expense;

(4) the Trustee has not complied with such request within 60 days after the receipt of the request and the offer of security and/or indemnity (including by way of prefunding); and

(5) the Holders of a majority in principal amount of the outstanding Notes have not given the Trustee a direction that, in the opinion of the Trustee, is inconsistent with such request within such 60-day period.

Subject to certain restrictions, the Holders of a majority in principal amount of the outstanding Notes are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee.

The Indenture will provide that, in the event an Event of Default has occurred and is continuing of which a Responsible Officer of the Trustee has written notice, the Trustee will be required in the exercise of its powers to use the degree of care that a prudent person would use in the conduct of its own affairs. The Trustee, however, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of any other Holder or that would involve the Trustee in personal liability. Prior to taking any action under the Indenture, the Trustee will be entitled to indemnification and/or security (including by way of prefunding) satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action. Prior to the occurrence of an Event of Default, the Trustee will have no obligation to monitor compliance by the Issuer with the Indenture. The Indenture will provide that if a Default occurs and is continuing and the Trustee is informed in writing of such occurrence by the Issuer, the Trustee must give notice of the Default to the Holders within 60 days after being notified by the Issuer. Except in the case of a Default in the payment of principal of, or premium, if any, or interest on any Note, or amounts due pursuant to a Mandatory Amortization Redemption or Mandatory Partial Redemption, the Trustee may withhold notice if and so long as the Trustee determines that withholding notice is in the interests of the Holders. The Issuer is required to deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any events of which it is aware which would constitute certain Defaults, their status and what action the Issuer is taking or proposes to take in respect thereof.

The Indenture will provide that (i) if a Default occurs for a failure to deliver a required certificate in connection with another default (an "Initial Default") then at the time such Initial Default is cured, such Default for a failure to report or deliver a required certificate in connection with the Initial Default will also be cured without any further action and (ii) any Default or Event of Default for the failure to comply with the time periods prescribed in the covenant entitled "—*Reports*", "—*Compliance Certificates*" or otherwise to deliver any notice or certificate pursuant to any other provision of the Indenture shall be deemed to be cured upon the delivery of any such report required by such covenant or notice or certificate, as applicable, even though such delivery is not within the prescribed period specified in the Indenture.

The Indenture will provide for the Trustee to take action on behalf of the Holders in certain circumstances, but only if the Trustee is indemnified and/or secured (including by way of prefunding) to its satisfaction. It may not be possible for the Trustee to take certain actions in relation to the Notes and, accordingly, in such circumstances the Trustee will be unable to take action, notwithstanding the provision of an indemnity and/or security to it, and it will be for Holders to take action directly.

Amendments and Waivers

Subject to certain exceptions, the Notes Documents may be amended, supplemented or otherwise modified with the consent of Holders of at least a majority in principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes) and, subject to certain exceptions, any default or compliance with any provisions thereof may be waived with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes). However, without the consent of Holders holding not less than 75% of the

then outstanding principal amount of the Notes affected, then outstanding, an amendment or waiver may not, with respect to any Notes held by a non-consenting Holder:

(1) reduce the principal amount of Notes whose Holders must consent to an amendment, waiver or modification;

(2) reduce the stated rate of or extend the stated time for payment of interest on any Note;

(3) reduce the principal of or extend the Stated Final Maturity of any Note;

(4) reduce the premium payable upon the redemption of any Note or change the time at which any Note may be redeemed, in each case as described above under "*—Optional Redemption*";

(5) change the terms of mandatory redemptions of the Notes, in each case as described under "*—Mandatory Amortization Redemption*" and "*—Mandatory Partial Redemption*";

(6) make any Note payable in money other than that stated in the Note;

(7) impair the right of any Holder to receive payment of principal of and interest or Additional Amounts, if any, or amounts due pursuant to a Mandatory Amortization Redemption or Mandatory Partial Redemption, on such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any such payment on or with respect to such Holder's Notes;

(8) make any change in the provision of the Indenture described under "*Withholding Taxes*" that adversely affects the right of any holder of such Notes in any material respect or amends the terms of such Notes in a way that would result in a loss of an exemption from any of the Taxes described thereunder or an exemption from any obligation to withhold or deduct Taxes so described thereunder unless the Issuer or the applicable Payor agrees to pay Additional Amounts, if any, in respect thereof;

(9) release all or substantially all security interests granted for the benefit of the Holders in the Collateral other than in accordance with the terms of the Intercreditor Agreement, any applicable Additional Intercreditor Agreement, the Indenture or the applicable Security Documents;

(10) waive a Default or Event of Default with respect to the nonpayment of principal, amounts due pursuant to a Mandatory Amortization Redemption or Mandatory Partial Redemption, premium or interest or Additional Amounts, if any, on the Notes (except pursuant to a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of such Notes and a waiver of the payment default that resulted from such acceleration);

(11) release the Guarantor from any of its obligations under the Guarantee or the Indenture, except in accordance with the terms of the Indenture, the Intercreditor Agreement and any Additional Intercreditor Agreement; or

(12) make any change in the amendment or waiver provisions which require the Holders' consent described in this sentence.

Notwithstanding the foregoing, without the consent of any Holder, the Issuer, the Guarantor, the Trustee, the Security Agent and the other parties thereto, as applicable, may amend or supplement any Notes Documents to:

(1) cure any ambiguity, omission, defect, error or inconsistency or to make any administrative or other technical change that does not adversely affect any of the Holders in any material respect;

(2) provide for the assumption by a successor Person of the obligations of the Issuer or any Restricted Subsidiary under any Notes Document;

(3) add to the covenants or provide for a guarantee for the benefit of the Holders or surrender any right or power conferred upon the Issuer or any Restricted Subsidiary;

(4) make any change that would provide additional rights or benefits to the Trustee or the Holders or that does not adversely affect the rights or benefits to the Trustee in the Trustee's opinion or any of the Holders in any material respect under the Notes Documents;

(5) make such provisions as necessary (as determined in good faith by the Board of Directors or an Officer of the Issuer) for the issuance of Additional Notes;

(6) to add security to or for the benefit of the Holders, or to confirm and evidence the release, termination, discharge or retaking of any Lien (including the Collateral and the Security Documents) or any amendment in respect thereof with respect to or securing the Notes when such release, termination, discharge or retaking or amendment is provided for under the Indenture, the Security Documents, the Intercreditor Agreement or any Additional Intercreditor Agreement;

(7) to conform the text of the Indenture, the Guarantee, the Security Documents or the Notes to any provision of this "Description of the Notes" to the extent that such provision in this "Description of the Notes" was intended to be a verbatim recitation of a provision of the Indenture, the Guarantee, the Security Documents or the Notes;

(8) to evidence and provide for the acceptance and appointment under the Indenture or the Intercreditor Agreement or any Additional Intercreditor Agreement of a successor Trustee or Security Agent pursuant to the requirements thereof or to provide for the accession by the Trustee or the Security Agent to any Notes Document;

(9) in the case of the Security Documents, to mortgage, pledge, hypothecate or grant a security interest in favor of the Security Agent for the benefit of the Holders, in any property which is required by the Security Documents to be mortgaged, pledged or hypothecated, or in which a security interest is required to be granted to the Security Agent, or to the extent necessary to grant a security interest in the Collateral for the benefit of any Person; *provided* that the granting of such security interest is not prohibited by the Indenture or the Intercreditor Agreement or any Additional Intercreditor Agreement and the covenant described under "*—Certain Covenants—Impairment of Security Interest*" is complied with;

(10) as provided in "*—Certain Covenants*—Additional Intercreditor Agreements"; or

(11) to evidence changes to or other modifications of the Security Documents necessary to effect a Permitted Reorganization.

In formulating its decision on such matters, the Trustee and the Security Agent, as applicable, shall be entitled to require and rely absolutely on such evidence as it deems necessary, including Officer's Certificates and Opinions of Counsel.

The consent of the Holders is not necessary under the Indenture to approve the particular form of any proposed amendment of any Notes Document. It is sufficient if such consent approves the substance of the proposed amendment. A consent to any amendment or waiver under the Indenture by any Holder of Notes given in connection with a tender of such Holder's Notes will not be rendered invalid by such tender.

For so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of such exchange so require, the Issuer will publish notice of any amendment, supplement and waiver in Luxembourg in a daily newspaper with general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*). Such notice of any amendment, supplement and waiver may also be published on the website of the Luxembourg Stock Exchange (*www.bourse.lu*).

Acts by Holders

In determining whether the Holders of the required principal amount of the Notes have concurred in any direction, waiver or consent, the Notes owned by the Issuer or by any Person directly or indirectly controlled, or controlled by, or under direct or indirect common control with, the Issuer will be disregarded and deemed not to be outstanding.

Meeting of Holders of Notes

All meetings of Holders of the Notes will be held in accordance with Italian applicable laws and regulations.

In addition to and without prejudice to the provisions described above under the caption "*—Amendments and Waivers*", in accordance with the provisions set forth under the Italian Civil Code, the Indenture will include provisions for the convening of meetings of the Holders of the Notes to consider any matter affecting their interests, including, without limitation, the modification or abrogation by extraordinary resolution of any provisions of the Notes or the Indenture. A meeting may be convened either (i) by the Board of Directors of the Issuer, (ii) by the Noteholders' Representative (as defined below) or (iii) upon request by holders of at least 5.0% of the aggregate principal amount of the outstanding Notes.

In accordance with the Italian Civil Code, the vote required to pass a resolution by a meeting of the Holders of Notes will be (i) in the case of the first meeting, one or more persons that hold or represent Holders of more than one half of the aggregate principal amount of the outstanding Notes, and (ii) in the case of the second and any further adjourned meeting, one or more persons that hold or represent Holders of at least two-thirds of the aggregate principal amount of the Notes so present or represented at such meeting. Any such second or further adjourned meeting will be validly held if there are one or more persons present that hold or represent Holders of more than one-third of the aggregate principal amount of the outstanding Notes; *provided, however,* that the Issuer's bylaws may provide for a higher quorum (to the extent permitted under Italian law). Certain proposals, as set out under Article 2415 paragraph 1, item 2, and paragraph 3 of the Italian Civil Code (namely, the amendment of the economic terms and conditions of the Notes) may only be approved by an extraordinary resolution passed at a meeting of Holders of the Notes (including any adjourned meeting) by one or more persons present that hold or represent holders of not less than one-half of the aggregate principal amount of the outstanding Notes.

With respect to the matters set forth in the second paragraph under "*—Amendments and Waivers*", and to the extent permitted under Italian law, the Indenture will contractually increase the percentage of the aggregate principal amount of Notes otherwise required by Article 2415 of the Italian Civil Code to pass an extraordinary resolution with respect to such matters from 50% to 75% of the aggregate principal amount of the outstanding Notes. See "*Risk Factors—Risks related to the Notes, the Guarantee and the Collateral—The Issuer may amend the economic terms and conditions of the Notes without the prior consent of all noteholders with the vote of either 75% or 50% of the outstanding Notes*". Any resolution duly passed at any such meeting shall be binding on all the Holders, whether or not such holder was present at such meeting or voted to approve such resolution. To the extent provided by the Italian Civil Code, the

resolutions passed by a meeting of Holders of the Notes can be challenged by Holders pursuant to Articles 2377 and 2379 of the Italian Civil Code.

The Indenture will provide that the provisions described under this "*—Meeting of Holders of Notes*" will be in addition to, and not in substitution of, the provisions described under the caption "*—Amendments and Waivers*". As such and notwithstanding the foregoing, any amendment, supplement and/or waiver, in addition to complying with the provisions described under this "*—Meeting of Holders of Notes*" must also comply with the other provisions described under "*—Amendments and Waivers*".

Security Representative and Noteholders' Representative

Pursuant to the terms of the Indenture, the execution of the Indenture and the issuance and purchase of the Notes on the Issue Date shall be deemed to constitute the authorization and agreement on behalf of the Holders of the initial appointment as of the Issue Date of The Law Debenture Trust Corporation p.l.c., as representative (*rappresentante*) pursuant to Article 2414-*bis*, paragraph 3, of the Italian Civil Code (the "Security Representative") in order to create and grant in its favor security interests and guarantees securing and guaranteeing the Notes and entitle it to exercise in the name and on behalf of the Holders of the Notes all their rights (including any rights before any court and judicial proceedings) relating to such security interests and guarantees. Pursuant to the terms of the Indenture each holder of the Notes from time to time, by accepting a Note, shall be deemed to have agreed to, and accepted, the appointment of The Law Debenture Trust Corporation p.l.c. as Security Representative.

Moreover, a representative of the Holders of the Notes (*rappresentante comune*) (the "Noteholders' Representative") may be appointed pursuant to Articles 2415 and 2417 of the Italian Civil Code by the Holders of the Notes in order to represent the interests of the Holders of the Notes pursuant to Article 2418 of the Italian Civil Code as well as to give effect to resolutions passed at a meeting of the Holders of the Notes. If the Noteholders' Representative is not appointed by a meeting of the Holders of the Notes, the Noteholders' Representative shall be appointed by a decree of the Court where the Issuer has its registered office upon request by one or more Holders of the Notes or upon request by the directors of the Issuer. The Noteholders' Representative remains appointed for a maximum period of three years but may be subsequently reappointed thereafter.

Defeasance

The Issuer at any time may terminate all obligations of the Issuer and the Guarantor under the Notes and the Indenture ("legal defeasance") and cure all then existing Defaults and Events of Default, except for certain obligations, including those respecting the defeasance trust, the rights, powers, trusts, duties, immunities and indemnities of the Trustee and the obligations of the Issuer in connection therewith and obligations concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payment and money for security payments held in trust. Subject to the foregoing, if the Issuer exercises its legal defeasance option, the rights of the Trustee and the Holders under the Intercreditor Agreement or any Additional Intercreditor Agreement in effect at such time will terminate (other than with respect to the defeasance trust).

The Issuer at any time may terminate its and the Guarantor's obligations under the covenants described under "*Certain Covenants*" (other than "*—Certain Covenants—Merger and Consolidation*"), "*Financial Covenant*", "*Affirmative Covenants*" and "*Change of Control*" and the default provisions relating to such covenants described under "*Events of Default*" above, the operation of the cross-default upon a payment default, the cross acceleration provisions, the bankruptcy provisions, the judgment default provision, the guarantee provision and the security default provision described under "*Events of Default*" above ("covenant defeasance").

The Issuer at its option at any time may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option. If the Issuer exercises its legal defeasance option, payment of the Notes may not be accelerated because of an Event of Default with respect to such Notes. If the Issuer exercises its covenant defeasance option with respect to the Notes, payment of the Notes may not be accelerated because of an Event of Default specified in clause (3) (other than with respect to the covenant described under "*—Certain Covenants—Merger and Consolidation*"), (4), (5), (6) or (7) under "*Events of Default*" above.

In order to exercise either defeasance option, the Issuer must irrevocably deposit in trust (the "defeasance trust") with the Trustee (or another entity designated by the Trustee for this purpose) cash in euros sufficient for the payment of principal, amounts due pursuant to a Mandatory Amortization Redemption, premium, if any, and interest on the Notes to redemption or maturity, as the case may be, and must comply with certain other conditions, including delivery to the Trustee of:

(1) an Opinion of Counsel in the United States to the effect that holders of the relevant Notes will not recognize income, gain or loss for U. S. federal income tax purposes as a result of such deposit and defeasance and will be subject to U. S. federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred (and in the case of legal defeasance only, such Opinion of Counsel in the United States must be based on a ruling of the U. S. Internal Revenue Service or other change in applicable U. S. federal income tax law);

(2) an Officer's Certificate stating that the deposit was not made by the Issuer with the intent of defeating, hindering, delaying, defrauding or preferring any creditors of the Issuer;

(3) an Officer's Certificate and an Opinion of Counsel (which opinion of counsel may be subject to customary assumptions and exclusions), each stating that all conditions precedent provided for or relating to legal defeasance or covenant defeasance, as the case may be, have been complied with;

(4) an Opinion of Counsel to the effect that the trust resulting from the deposit does not constitute, or is qualified as, a regulated investment company under the U. S. Investment Company Act of 1940; and

(5) the Issuer delivers to the Trustee all other documents or other information that the Trustee may reasonably require in connection with either defeasance option.

Satisfaction and Discharge

The Indenture, and the rights of the Trustee and the Holders under the Intercreditor Agreement and any Additional Intercreditor Agreement and the Security Documents will be discharged and cease to be of further effect (except as to surviving rights of conversion or transfer or exchange of the Notes, as expressly provided for in the Indenture) as to all outstanding Notes when (1) either (a) all the Notes previously authenticated and delivered (other than certain lost, stolen or destroyed Notes, and certain Notes for which provision for payment was previously made and thereafter the funds have been released to the Issuer) have been delivered to the Principal Paying Agent for cancellation; or (b) all Notes not previously delivered to the Principal Paying Agent for cancellation (i) have become due and payable, (ii) will become due and payable at their Stated Final Maturity within one year or (iii) are to be called for redemption within one year under arrangements reasonably satisfactory to the Trustee for the giving of notice of redemption by the Principal Paying Agent in the name, and at the expense, of the Issuer; (2) the Issuer has deposited or caused to be deposited with the Trustee (or another entity designated by the Trustee for this purpose), money in an amount sufficient to pay and discharge the entire indebtedness on the Notes not previously delivered to the Principal Paying Agent for cancellation, for principal, premium, if any, and interest to the date of deposit (in the case of Notes that have become due and payable), or to the Stated Final Maturity or redemption date, as the case may be; (3) the Issuer has paid or caused to be paid all other sums payable under the Indenture; (4) the Issuer has delivered irrevocable instructions to the Trustee to apply the funds deposited towards the payment of the Notes at maturity or on the redemption date, as the case may be; and (5) the Issuer has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel each to the effect that all conditions precedent under the "Satisfaction and Discharge" section of the Indenture relating to the satisfaction and discharge of the Indenture have been complied with, provided that any such counsel may rely on any Officer's Certificate as to matters of fact (including as to compliance with the foregoing clauses (1), (2) and (3)).

No Personal Liability of Directors, Officers, Employees and Shareholders

No director, officer, employee, incorporator or shareholder of the Issuer, the Guarantor or any of their respective Subsidiaries or Affiliates, as such, shall have any liability for any obligations of the Issuer or the Guarantor under the Notes Documents or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver may not be effective to waive liabilities under the U. S. federal securities laws and it is the view of the SEC that such a waiver is against public policy.

Concerning the Trustee and Certain Agents

The Law Debenture Trust Corporation p.l.c. is to be appointed as Trustee under the Indenture. The Indenture will provide that, except during the continuance of an Event of Default of which a Responsible Officer of the Trustee has written notice, the Trustee will perform only such duties as are set forth specifically in the Indenture. During the existence of an Event of Default of which a Responsible Officer of the Trustee has written notice, the Trustee will exercise such of the rights and powers vested in it under the Indenture and use the same degree of care that a prudent Person would use in conducting its own affairs, and shall notify the Security Agent of the existence of such Event of Default. The permissive rights of the Trustee to take or refrain from taking any action enumerated in the Indenture will not be construed as an obligation or duty.

The Indenture will impose certain limitations on the rights of the Trustee, should it become a creditor of the Issuer, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee will be permitted to engage in other transactions with the Issuer and its Affiliates and Subsidiaries.

The Indenture will set out the terms under which the Trustee may retire or be removed, and replaced. Such terms will include, among others, (1) that the Trustee may be removed at any time by the Holders of a majority in principal amount of the then outstanding Notes, or may resign at any time by giving written notice to the Issuer and (2) that if the Trustee at any time (a) has or acquires a conflict of interest that is not eliminated, or (b) becomes incapable of acting as Trustee or becomes insolvent or bankrupt, then the Issuer may remove the Trustee, or any Holder who has been a *bona fide* Holder for not less than 6 months may petition any court for removal of the Trustee and appointment of a successor Trustee.

Any removal or resignation of the Trustee shall not become effective until the acceptance of appointment by the successor Trustee.

The Indenture will contain provisions for the indemnification of the Trustee for any loss, liability, certain taxes and expenses incurred without gross negligence, willful misconduct or fraud on its part, arising out of or in connection with the acceptance or administration of the Notes Documents.

Notices

For so long as any of the Notes are listed on the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, notices of the Issuer with respect to the Notes will be published in a daily newspaper with general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) or, to the extent and in the manner permitted by such rules, posted on the official website of the Luxembourg Stock Exchange (*www.bourse.lu*). In addition, for so long as any Notes are represented by Global Notes, all notices to Holders of the Notes will be delivered by or on behalf of the Issuer to Euroclear and Clearstream. Such notices may also be published on the website of the Luxembourg Stock Exchange (*www.bourse.lu*) in lieu of publication in the *Luxemburger Wort* so long as the rules of the Luxembourg Stock Exchange allow.

Each such notice shall be deemed to have been given on the date of such publication or, if published more than once on different dates, on the first date on which publication is made; *provided* that, if notices are mailed, such notice shall be deemed to have been given on the later of such publication and the seventh day after being so mailed. Any notice or communication mailed to a Holder shall be mailed to such Person by first-class mail or other equivalent means and shall be sufficiently given to such Holder if so mailed within the time prescribed. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

Prescription

Claims against the Issuer and the Guarantor for the payment of principal, amounts due pursuant to a Mandatory Amortization Redemption or Mandatory Partial Redemption or premium, if any, on the Notes will be prescribed ten years after the applicable due date for payment thereof. Claims against the Issuer and the Guarantor for the payment of interest on the Notes will be prescribed five years after the applicable due date for payment of interest.

Currency Indemnity and Calculation of Euro-Denominated Restrictions

The euro is the sole currency of account and payment for all sums payable by the Issuer and the Guarantor, under or in connection with the Notes and the Guarantee, as the case may be, including damages. Any amount received or recovered in a currency other than euro, whether as a result of, or the enforcement of, a judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer, the Guarantor or otherwise by any Holder or by the Trustee, in respect of any sum expressed to be due to it from the Issuer or a Guarantor will only constitute a discharge to the Issuer or such Guarantor, as applicable, to the extent of the euro amount which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).

If that euro amount is less than the euro amount expressed to be due to the recipient or the Trustee under any Note, the Issuer and the Guarantors will indemnify them against any loss sustained by such recipient or the Trustee as a result. In any event, the Issuer and the Guarantors will indemnify the recipient or the Trustee against the cost of making any such purchase. For the purposes of this currency indemnity provision, it will be *prima facie* evidence of the matter stated therein for the Holder of a Note or the Trustee to certify in a manner reasonably satisfactory to the Issuer (indicating the sources of information used) the loss it Incurred in making any such purchase. These indemnities constitute a separate and independent obligation from the Issuer's and the Guarantor's other obligations, will give rise to a separate and independent cause of action, will apply irrespective of any waiver granted by any Holder of a Note or the Trustee (other than a waiver of the indemnities set out herein) and will continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note, Guarantee or to the Trustee.

Except as otherwise specifically set forth herein, for purposes of determining compliance with any euro-denominated restriction herein, the Euro Equivalent amount for purposes hereof that is denominated in a non-euro currency shall be calculated based on the relevant currency exchange rate in effect on the date such non-euro amount is Incurred or made, as the case may be.

Listing

Application will be made to list the Notes on the Official List of the Luxembourg Stock Exchange and to admit the Notes to trading on the Euro MTF Market thereof.

Enforceability of Judgments

Since substantially all of the assets of the Issuer and the Guarantor are located outside the United States, any judgment obtained in the United States against the Issuer or the Guarantor, including judgments with respect to the payment of

principal, amounts due pursuant to a Mandatory Amortization Redemption or Mandatory Partial Redemption, premium, interest, Additional Amounts, if any, and any redemption price and any purchase price with respect to the Notes, may not be collectable within the United States.

Consent to Jurisdiction and Service of Process

In relation to any legal action or proceedings arising out of or in connection with the Indenture, the Guarantee and the Notes, the Issuer will in the Indenture irrevocably submit to the jurisdiction of the federal and state courts in the Borough of Manhattan in the City of New York, County and State of New York, United States. The Indenture will provide that the Issuer, TeamCo and the Guarantor will appoint Law Debenture Corporate Services Inc. as their agent for service of process in any suit, action or proceeding with respect to the Indenture, the Notes brought in any U. S. federal or New York state court located in the City of New York.

Governing Law

The Indenture, the Notes and the Guarantee, and the rights and duties of the parties thereunder, shall be governed by and construed in accordance with the laws of the State of New York. The Intercreditor Agreement, and the rights and duties of the parties thereunder, shall be governed by and construed in accordance with the laws of England and Wales.

Certain Definitions

"*Account Bank*" means Unione di Banche Italiane S.p.A. or any successor or replacement institution.

"*Account Bank Agreement*" means the account bank agreement dated on or about the Issue Date and made between, among others, the Issuer TeamCo and the Account Bank, as may be amended, extended or otherwise modified, and any other account bank agreement in place in the future providing for the management of the Secured Accounts and the account of TeamCo into which revenues received from UEFA are deposited made between the Issuer, TeamCo and an Account Bank.

"*Accounting Principles*" means generally accepted accounting principles in Italy, including IFRS.

"*Acquired Indebtedness*" means Indebtedness (1) of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary, or (2) assumed in connection with the acquisition of assets from such Person, in each case whether or not Incurred by such Person in connection with such Person becoming a Restricted Subsidiary or such acquisition or (3) of a Person at the time such Person merges with or into or consolidates or otherwise combines with the Issuer or any Restricted Subsidiary. Acquired Indebtedness shall be deemed to have been Incurred, with respect to clause (1) of the preceding sentence, on the date such Person becomes a Restricted Subsidiary and, with respect to clause (2) of the preceding sentence, on the date of consummation of such acquisition of assets and, with respect to clause (3) of the preceding sentence, on the date of the relevant merger, consolidation or other combination.

"*Affiliate*" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"*Agreed Security Principles*" means the agreed security principles appended to the Intercreditor Agreement, as of the Issue Date.

"*Amended and Restated MediaCo/Soccer Intercompany Loan*" means the intercompany loan agreement originally entered into on 11 February 2015 between the Issuer, as lender, and the Guarantor, as borrower, pursuant to which the Issuer agreed to on-lend, *inter alia*, a portion of the Existing Facility, as amended and restated from time to time, including on the Issue Date.

"*Amended and Restated MediaCo/TeamCo Intercompany Loan*" means the intercompany loan agreement originally entered into on 22 June 2017 between the Issuer, as lender, and TeamCo, as borrower, pursuant to which the Issuer agreed to on-lend, *inter alia*, a portion of the Existing Facility, as amended and restated from time to time, including on the Issue Date, through which a portion of the proceeds of the issuance of the Notes will be on-lent to TeamCo in accordance with "*—Affirmative Covenants— Priority of Payments Waterfall*".

"*Amended and Restated Soccer/TeamCo Intercompany Loan*" means, collectively, (i) the intercompany loan agreement entered into on 13 November 2014 and (ii) the intercompany loan agreement entered into on 11 February 2015, between the Guarantor, as lender, and TeamCo, as borrower, pursuant to which the Guarantor agreed to on-lend, *inter alia*, a portion of the Existing Facility, as amended and restated from time to time, including on the Issue Date.

"*Amended and Restated Subordinated Loan Agreement*" means the intercompany loan agreement dated February 11, 2015 as amended from time to time, including on the Issue Date, pursuant to which the Guarantor may (subject to the conditions therein) make advances from time to time to the Issuer.

"*Applicable Premium*" means, with respect to any Note the greater of: (a) 1% of the principal amount of such Note to be outstanding as of August 1, 2021 in accordance with the Indenture; and (b) on any redemption date, the excess (to

the extent positive) of: (A) the present value at such redemption date of (1) the redemption price of such Note at August 1, 2021 (taking into account any Mandatory Amortization Redemption from the Issue Date to August 1, 2021) (such redemption price (expressed in percentage of principal amount) being set forth in the table under the heading "*Optional Redemption*"), plus (2) all required interest payments due on such Note to and including August 1, 2021 (taking into account any Mandatory Amortization Redemption from the Issue Date to August 1, 2021) (excluding accrued but unpaid interest), computed upon the redemption date using a discount rate equal to the Bund Rate at such redemption date plus 50 basis points and assuming that the rate of interest on the Note for the period from the redemption date through June 30, 2021 will equal the rate of interest on the Notes in effect on the date on which the applicable notice of redemption is given; over (B) the outstanding principal amount of such Note (taking into account any Mandatory Amortization Redemption from the Issue Date to August 1, 2021), as calculated by the Issuer or on behalf of the Issuer by such Person as the Issuer shall designate (taking into account any Mandatory Amortization Redemption from the Issue Date to August 1, 2021).

For the avoidance of doubt, calculation of Applicable Premium shall not be an obligation or duty of the Trustee, the Principal Paying Agent, the Security Agent or the Registrar.

"*Asset Disposition*" means any direct or indirect sale, lease (other than an operating lease entered into in the ordinary course of business), assignment, transfer, issuance or other disposition, or a series of related sales, leases (other than operating leases entered into in the ordinary course of business), transfers, issuances or dispositions that are part of a common plan, of shares of Capital Stock of a Subsidiary, property or other assets (including, without limitation, any contracts or agreements or any rights thereunder or any receivable assigned or purported to be assigned to the Issuer) (each referred to for the purposes of this definition as a "disposition") by the Issuer, the Guarantor or any of their respective Restricted Subsidiaries, including any disposition by means of a merger, consolidation or similar transaction.

Notwithstanding the preceding provisions of this definition, the following items shall not be deemed to be Asset Dispositions:

(1) a disposal constituted by a license of Intellectual Property rights to the extent permitted under "*Affirmative Covenants—Intellectual Property*";

(2) a disposition of obsolete, damaged, retired, surplus or worn out equipment or assets or equipment, facilities or other assets that are no longer useful in the conduct of the business of the Issuer, the Guarantor and their respective Restricted Subsidiaries and any transfer, termination, unwinding or other disposition of hedging instruments or arrangements not for speculative purposes;

(3) an issuance of Capital Stock by a Restricted Subsidiary to the Issuer or the Guarantor to the extent constituting a Permitted Investment;

(4) the making of any Permitted Payment or Permitted Investment;

(5) the granting of Liens not prohibited by the covenant described above under the caption "*—Certain Covenants—Limitation on Liens*";

(6) dispositions 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 or any sale of assets received by the Issuer, the Guarantor or a Restricted Subsidiary upon the foreclosure of a Lien granted in favor of the Issuer, the Guarantor or any Restricted Subsidiary;

(7) foreclosure, condemnation, taking by eminent domain or any similar action with respect to any property or other assets; and

(8) any surrender or waiver of contract rights or the settlement, release or surrender of contract, tort or other claims of any kind.

"*Associate*" means any Person engaged in a Similar Business of which the Issuer, the Guarantor or the Restricted Subsidiaries are the legal and beneficial owners of between 20% and 50% of all outstanding Voting Stock.

"*Board of Directors*" means (1) with respect to the Issuer or any corporation, the board of directors or managers, as applicable, of the Issuer or the corporation, or any duly authorized committee thereof; (2) with respect to the Guarantor or any partnership, the board of directors or other governing body of the general partner of the partnership or any duly authorized committee thereof; and (3) with respect to any other Person, the board or any duly authorized committee of such Person serving a similar function. Whenever any provision of the Indenture requires any action or determination to be made by, or any approval of, a Board of Directors, such action, determination or approval shall be deemed to have been taken or made if approved by a majority of the directors (excluding employee representatives, if any) on any such Board of Directors (whether or not such action or approval is taken as part of a formal board meeting or as a formal board approval).

"*Borrowings*" means, at any time, the aggregate outstanding principal, capital or nominal amount (and any fixed or minimum premium payable on prepayment or redemption) of any indebtedness of the Issuer for or in respect of:

(1) moneys borrowed and debit balances at banks or other financial institutions offset by any credit balances with the same bank or financial institution (excluding any amounts held in the Secured Accounts from time to time);

(2) any acceptances under any acceptance credit or bill discount facility (or dematerialized equivalent);

(3) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument, including the Notes and any Additional Notes;

(4) any Capitalized Lease Obligations;

(5) receivables sold or discounted (other than any receivables to the extent they are sold or discounted on a non-recourse basis and meet any requirements for de-recognition under IFRS);

(6) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of underlying liability which liability would fall within one of the other paragraphs of this definition;

(7) any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) before the Stated Final Maturity of the Notes or are otherwise classified as borrowings under IFRS;

(8) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind the entry into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 120 days after the date of supply;

(9) any amount raised under any other transaction (including any forward sale or purchase agreement, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under IFRS; and

(10) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (1) to (9) above.

The term "Borrowings" shall not include (i) Subordinated Shareholder Funding, (ii) Tax Consolidation Indebtedness, (iii) the Receivables Assignment Deferred Consideration and (iv) any lease, concession or license of property (or guarantee thereof) which would be considered an operating lease under IFRS in effect on December 31, 2018.

"*Brand Management*" means Brand Management S.r.l., a limited liability company (*società a responsabilità limitata*) incorporated in Italy with legal address at via Emilia, no. 47, 00187, Rome, enrolled with the Companies' Register of Rome with no. 09173111007.

"*Bund Rate*" means, as of any computation date, the rate per annum equal to the yield to maturity at such redemption date of direct obligations of the Federal Republic of Germany (*Bunds or Bundesanleihen*) with a constant maturity (as officially compiled and published in the most recent financial statistics that has become publicly available at least two Business Days (but not more than five Business Days) prior to the redemption date (or, if such financial statistics are not so published or available, any publicly available source of similar market data selected in good faith by the Board of Directors or an Officer of the Issuer) most nearly equal to the period from the redemption date to August 1, 2021; *provided, however,* that if the period from the redemption date to August 1, 2021 is not equal to the constant maturity of a direct obligation of the Federal Republic of Germany for which a weekly average yield is given, the Bund Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of direct obligations of the Federal Republic of Germany for which such yields are given, except that if the period from such redemption date to August 1, 2021 is less than one year, the weekly average yield on actually traded direct obligations of the Federal Republic of Germany adjusted to a constant maturity of one year shall be used.

"*Business Day*" means each day that is not a Saturday, Sunday or other day on which banking institutions in Milan, Italy or London, United Kingdom are authorized or required by law to close and, with respect to payments to be made under the Indenture, other than any day which is not a TARGET Settlement Day.

"*Capital Stock*" of any Person means any and all shares of, rights to purchase, warrants or options for, or other equivalents of or partnership or other interests in (however designated), equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity.

"*Capitalized Lease Obligations*" means an obligation that is required to be classified and accounted for as a capitalized lease for financial reporting purposes on the basis of IFRS (as in effect on December 31, 2018 for purposes of determining whether a lease is a capitalized lease). The amount of Indebtedness will be, at the time any determination is to be made, the amount of such obligation required to be capitalized 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.

"*Cash Drawn for Debt Service*" means, in respect of any Relevant Period, Cash Inflows minus Cash Outflows.

"*Cash Equivalents*" means:

(i) securities issued or directly and fully guaranteed or insured by the government of the United States of America, a member state of the European Union on December 31, 2003, Switzerland, Singapore or Canada (including, in each case, any agency or instrumentality thereof), as the case may be the payment of which is backed by the full faith and credit of the United States, the relevant member state of the European Union, Switzerland, Singapore or Canada, as the case may be, having maturities of not more than twelve months from the date of acquisition *provided, however*, that such country has a rating for its long-term unsecured and non-credit enhanced debt obligations of BBB- or higher by S&P;

(ii) certificates of deposit, time deposits, eurodollar time deposits, money market deposits, overnight bank deposits or bankers' acceptances (and similar instruments) having maturities of not more than twelve months from the date of acquisition thereof issued by (a) a bank then serving as Security Agent or as Account Bank or (b) any commercial bank which is organized under, or authorized to operate as a commercial bank under, (i) the laws of the United States of America, the relevant member state of the European Union on December 31, 2003, Switzerland, Singapore or Canada the long term foreign currency debt of which is rated at the time of acquisition thereof at least "A+" or the equivalent thereof by S&P, and having combined capital and surplus in excess of €250.0 million (or the foreign currency equivalent thereof as of the date of such investment) or (ii) the laws of Italy the long term foreign currency debt of which is rated at the time of acquisition thereof at least the equivalent to either the sovereign rating of Italy or investment grade by S&P;

(iii) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in paragraphs (i) and (ii) entered into with any financial institution meeting the qualifications specified in paragraph (ii) above;

(iv) commercial paper having at least one of the two highest ratings obtainable from S&P, and in any case maturing within one year after the date of acquisition thereof; and

(v) interests in any investment company or money market fund which invests 95 per cent. or more of its assets in instruments of the type specified in clauses (i) through (iv) above.

"*Cash Inflows*" means, in respect of any Relevant Period, the sum of:

(1) Indirect Media Cash Inflows;

(2) plus Direct Media Cash Inflows; and

(3) plus Sponsorship and Other Cash Inflows.

"*Cash Outflows*" means, in respect of any Relevant Period, the sum of:

(1) operating costs of the Issuer and Soccer;

(2) plus cost of personnel of the Issuer and Soccer;

(3) plus VAT payments; and

(4) plus IRAP payments due by the Issuer.

where the amount in respect of each of the items referred to above will be the amount reported in the corresponding line item in the relevant financial statements (to the extent applicable) and such items will (to the extent applicable) be construed in accordance with IFRS and for Soccer only in relation to the going concern leased from the Issuer.

"*Change of Control*" means the occurrence of any of the following:

(1) AS Roma SPV, LLC ("**ASR SPV**") does not directly or indirectly:

  (a) have the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

    (i) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general ordinary shareholder meeting (or equivalent) of TeamCo or Brand Management; or

    (ii) appoint or remove all, or the majority, of the directors of TeamCo or Brand Management; or

  (b) hold beneficially more than 50% of the issued corporate capital or equivalent ownership interests of TeamCo or the Guarantor (excluding any shares that do not give the holder the right to vote in an ordinary shareholder meeting (or equivalent) of TeamCo and/or hold beneficially the right to receive more than 50% of Soccer's profits);

(2) James J. Pallotta does not directly or indirectly hold beneficially more than 50% of the (voting and non-voting) issued share capital of the managing member of ASR SPV;

(3) any entity other than (i) Brand Management or (ii) another entity being a Subsidiary of ASR SPV becomes unlimited partner of the Guarantor;

(4) TeamCo, Brand Management (or such other Subsidiary of ASR SPV that becomes unlimited partner of the Guarantor as provided in clause (3) above) and NewCo ceasing to directly own in aggregate 100% partnership interest in the Guarantor;

(5) TeamCo and Soccer ceasing to directly own in the aggregate, a quota representing 100 per cent. of the Issuer's corporate capital;

(6) the sale, lease, transfer, conveyance or other disposition in one or a series of related transactions, of all or substantially all of the property and assets of the Group taken as a whole to a Person (for the avoidance of doubt, transfers or sales of players of TeamCo shall not in any circumstances constitute a sale of all or substantially all of the property or assets of the Group; or

(7) NEEP ceasing to own sufficient interests in TeamCo and in Brand Management to permit the Tax Consolidation Arrangements to remain in place.

"Clearstream" means Clearstream Banking S.A., *societe anonyme,* as currently in effect or any successor securities clearing agency.

"*Collateral*" means any and all assets from time to time in which a security interest has been or will be granted on or about the Issue Date or thereafter pursuant to any Security Document to secure the obligations under the Indenture and/or the Notes.

"*Constitutional Documents*" means the deed of incorporation (*atto costitutivo*) and by-laws (*statuto*) of the Issuer and the deed of incorporation (*atto costitutivo*) and membership agreements (*patti sociali*) of Soccer, as applicable.

"*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 does not constitute Indebtedness ("primary obligations") of any other Person (the "primary obligor"), including any obligation of such Person, whether or not contingent:

(1) to purchase any such primary obligation or any property constituting direct or indirect security therefor;

(2) 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

(3) 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.

"*Credit Facility*" means, with respect to TeamCo or any of its Subsidiaries, one or more debt facilities, arrangements, instruments or indentures (including commercial paper facilities and overdraft facilities) with banks, institutions or investors providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such institutions or to special purpose entities formed to borrow from such institutions against such receivables), notes, letters of credit or other Indebtedness, in each case, as amended, restated, modified, renewed, refunded, replaced, restructured, refinanced, repaid, increased or extended in whole or in part from time to time (and whether in whole or in part and whether or not with the original administrative agent and lenders or another administrative agent or agents or other banks, institutions or investors and whether provided under one or more other credit or other agreements, indentures, financing agreements or otherwise) and in each case including all agreements, instruments and documents executed and delivered pursuant to or in connection with the foregoing (including any notes and letters of credit issued pursuant thereto and any guarantee and collateral agreement, patent and trademark security agreement, mortgages or letter of credit applications and other guarantees, pledges, agreements, security agreements and collateral documents). Without limiting the generality of the foregoing, the term "Credit Facility" shall include any agreement or instrument (1) changing the maturity of any Indebtedness Incurred thereunder or contemplated thereby, (2) adding Subsidiaries of TeamCo as additional borrowers or guarantors thereunder, (3) increasing the amount of Indebtedness Incurred thereunder or available to be borrowed thereunder or (4) otherwise altering the terms and conditions thereof.

"*Currency Agreement*" means, in respect of a Person, any foreign exchange contract, currency swap agreement, currency futures contract, currency option contract, currency derivative or other similar agreement to which such Person is a party or beneficiary.

"*Day of Game Sponsorship Rights*" means any right to sponsor items in connection with a match at the day of match, including but not limited to, the display of the sponsor's name on field boards, LED ribbons or video boards, player benches, sponsoring the match ball and/or the player procession.

"*Debt Service*" means, in respect of any Relevant Period, the aggregate of:

(1) Net Finance Charges for such Relevant Period:

(a) excluding any upfront fees or costs;

(b) excluding the non-cash element of interest accrued on any Indebtedness permitted to be Incurred under "*—Certain Covenants—Limitation on Indebtedness—Restrictions on the Issuer, the Guarantor and their Restricted Subsidiaries*" during that period and other non-cash interest charges;

(c) including the interest (but not the capital) element of payments in respect of Capitalized Lease Obligations;

(d) including any commission, fees, discounts and other finance payments payable by (and deducting any such amounts payable to) the Issuer and Soccer under any interest rate hedging arrangement; and

(e) taking no account of any unrealized gains or losses on any derivative instruments other than any derivative instruments which are accounted for on a hedge accounting basis; and

(2) repayments of Borrowings (excluding any repayment of principal under the Notes falling due on the Stated Final Maturity of the Notes or the Stated Final Maturity of any *Pari Passu* Indebtedness and further excluding any repayment of principal and other amounts pursuant to a Mandatory Partial Redemption or any similar redemption in respect of *Pari Passu* Indebtedness) during such Relevant Period,

so that no amount shall be included more than once and where such items will (to the extent applicable) be construed in accordance with IFRS.

Debt Service shall not include any interest expense in respect of Subordinated Shareholder Funding, Tax Consolidation Indebtedness or Receivables Assignment Deferred Consideration.

"*Debt Service Coverage Ratio*" means, in relation to any Relevant Period, the ratio of Cash Drawn for Debt Service to Debt Service for such Relevant Period.

"*Default*" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"*Direct Media Cash Inflows*" means the cash collected under all Existing Direct Media Contracts and Future Direct Media Contracts.

"*Disqualified Stock*" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable, in each case, at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, in each case on or prior to the date that is 90 days after the earlier of (a) the Stated Final Maturity of the Notes or (b) the date on which there are no Notes outstanding. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require the issuer thereof to repurchase such Capital Stock upon the occurrence of a Change of Control will not constitute Disqualified Stock if the terms of such Capital Stock provide that the issuer thereof may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with the covenant described above under the caption "*—Certain Covenants—Restricted Payments*". For purposes hereof, the amount of Disqualified Stock which does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Stock as if such Disqualified Stock were purchased on any date on which Indebtedness shall be required to be determined pursuant to the Indenture, and if such price is based upon, or measured by, the fair market value of such Disqualified Stock, such fair market value to be determined as set forth herein. Only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date will be deemed to be Disqualified Stock.

"*DSR Minimum Amount*" means at any time, the lesser of (a) Maximum Annual Interest for the Notes and (b) 50% of the Maximum Annual Debt Service for the Notes, *plus*, with respect to any *Pari Passu* Indebtedness, the lesser of (a) Maximum Annual Interest for such *Pari Passu* Indebtedness and (b) 50% of the Maximum Annual Debt Service for such *Pari Passu* Indebtedness.

"*Equity Offering*" means any public offering or private sale of ordinary shares of TeamCo on or after the Issue Date, the proceeds of which are contributed as Subordinated Shareholder Funding or to the equity (other than through the issuance of Disqualified Stock) of the Issuer.

"*Escrowed Proceeds*" means the proceeds from the offering of any debt securities or other Indebtedness paid into an escrow account with an independent escrow agent on the date of the applicable offering or incurrence pursuant to escrow arrangements that permit the release of amounts on deposit in such escrow account upon satisfaction of certain conditions or the occurrence of certain events. The term "Escrowed Proceeds" shall include any interest earned on the amounts held in escrow.

"*Euro Equivalent*" means, with respect to any monetary amount in a currency other than euro, at any time of determination thereof by the Issuer or the Trustee, the amount of euro obtained by converting such currency other than euro involved in such computation into euro at the spot rate for the purchase of euro with the applicable currency other than euro as published in *The Financial Times* in the "Currency Rates" section (or, if *The Financial Times* is no longer

published, or if such information is no longer available in *The Financial Times*, such source as may be selected in good faith by the Board of Directors or an Officer of the Issuer) on the date of such determination.

"*Euroclear*" means Euroclear Bank SA/NV or any successor securities clearing agency.

"*European Union*" means all members of the European Union as of January 1, 2004. For the avoidance of doubt, all references to a "member" of the European Union shall include the United Kingdom.

"*Exchange Act*" means the U. S. Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended.

"*Existing Direct Media Contract*" means a contract of the Issuer or the Guarantor in respect of Media Rights which is in existence as of the date of the Indenture, a schedule of which will be included in Indenture.

"*Existing Facility*" means the term loan facility provided to the Issuer under a term loan facility agreement dated February 12, 2015, as subsequently amended on June 24, 2015 and amended and restated on June 22, 2017; all amounts outstanding will be repaid with a portion of the proceeds of the issuance of the Notes, and the facility canceled.

"*Existing Indirect Media Rights Arrangement*" means the Principal TV Rights Arrangements and any other contract or arrangement in respect of Media Rights (including video footage licenses), participation bonuses and sponsorships to which any Football Body is a party or is otherwise a beneficiary as at the date of the Indenture and in respect of which TeamCo may be entitled to receive certain revenues the Football Body receives thereunder, together with any contract or other arrangement pursuant to which TeamCo becomes so entitled.

"*Existing Sponsorship Agreements*" means each contract in relation to any sponsorship of TeamCo or the Roma Football Team which is in existence as of the date of the Indenture, a schedule of which will be included in the Indenture.

"*fair market value*" wherever such term is used in this "*Description of the Notes*" or the Indenture (except in relation to an enforcement action pursuant to the Intercreditor Agreement or any Additional Intercreditor Agreement and except as otherwise specifically provided in this "*Description of the Notes*" or the Indenture), may be conclusively established by means of an Officer's Certificate or a resolution of the Board of Directors of the Issuer setting out such fair market value as determined by such Officer or such Board of Directors in good faith.

"FIFA" means the *Federation Internationale de Football Association,* the world-wide governing body for association football and any successor or replacement body from time to time.

"*FIGC*" means Federazione Italiana Giuoco Calcio.

"*Fitch*" means Fitch Ratings Limited or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"*Finance Charges*" means, for any Relevant Period, the aggregate amount of the accrued interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments in respect of Borrowings paid or payable by the Issuer in cash in respect of that Relevant Period.

"*Financial Year*" means the annual accounting period of the Issuer ending on or about June 30 in each year.

"*Football Body*" means Serie A, Serie B, UEFA, FIFA or any other football league or union administrator or body (whether nationally or internationally).

"*Further MediaCo/Soccer Advance*" means a loan from the Issuer to the Guarantor under "Facility B" under and as defined in the Amended and Restated MediaCo/Soccer Intercompany Loan that is not funded by the proceeds of the Notes and to be made in accordance with "*—Affirmative Covenants— Priority of Payments Waterfall*".

"*Future Direct Media Contract*" means a contract in respect of Media Rights entered into after the date of the Indenture by the Issuer or the Guarantor as lessee of the Issuer's Going Concern under the Lease Agreement and which is expressed to comprise part of that Going Concern under the terms of the Lease Agreement, as applicable.

"*Future Indirect Media Rights Arrangements*" means any contract or other arrangements in respect of Media Rights (including video footage licenses), participation bonuses and sponsorships to which any Football Body becomes a party or otherwise becomes a beneficiary after the date of the Indenture and in respect of which TeamCo becomes entitled to a distribution of certain revenues the Football Body receives thereunder, together with any contract or other arrangement pursuant to which TeamCo becomes so entitled.

"*Future Receivables Assignment Agreement*" means any receivables assignment agreement entered into after the date of the Indenture between the Issuer and TeamCo relating to the rights arising under any Future Indirect Media Rights Arrangements and, to the extent entered into also by TeamCo, Future Sponsorship Agreements.

"*Future Sponsorship Agreement*" means any contract to be entered into after the date of the Indenture in relation to any sponsorship of TeamCo or the Roma Football Team, with the exception of the Stadium Sponsorship Agreements, by the Issuer or the Guarantor as lessee of the Issuer's Going Concern under the terms of the Lease Agreement (and, to the

extent required, also by TeamCo) and which will revert to the Issuer as part of that Going Concern on termination of the Lease Agreement.

"*Going Concern*" means the "AS Roma" trademarks and related intellectual property rights and to all other assets and legal relationships pertaining to the commercial exploitation of such intellectual property rights through marketing, sponsorship and merchandising activities and to the Media Rights activities relating to the broadcasting of national and international matches of the Roma Football Team, other than Indirect Media Rights Arrangements.

"*Group*" means TeamCo and each of its Subsidiaries, including without limitation the Guarantor and the Issuer.

"*guarantee*" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person, including any such obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay or to maintain financial statement conditions or otherwise); or

(2) entered into primarily for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), *provided, however*, that the term "Guarantee" will not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning.

"*Guarantee*" means the guarantee by the Guarantor of any obligations of the Issuer under the Notes and the Indenture.

"*Guarantor*" means Soccer or any of its successors.

"*Hedging Obligations*" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement or Currency Agreement.

"*Holder*" means each Person in whose name the Notes are registered on the Registrar's books, which shall initially be the nominee of the common depositary for Euroclear or Clearstream, as applicable.

"*IFRS*" means International Financial Reporting Standards (formerly International Accounting Standards) endorsed from time to time by the European Union or any variation thereof with which the Issuer or its Restricted Subsidiaries are, or may be, required to comply. With respect to all ratios and calculations based upon IFRS contained in the Indenture, any lease, concession or license of property that would be considered an operating lease under IFRS as applied by the Issuer as of the Issue Date and any guarantee given by the Issuer or any Restricted Subsidiary in the ordinary course of business solely in connection with, and in respect of, the obligations of the Issuer or any Restricted Subsidiary under any such operating lease shall be computed in accordance with IFRS as applied by the Issuer as of the Issue Date.

"*Incur*" means issue, create, assume, enter into any guarantee of, incur or otherwise become liable for; *provided, however*, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Restricted Subsidiary (whether by merger, consolidation, acquisition or otherwise) will be deemed to be Incurred by such Restricted Subsidiary at the time it becomes a Restricted Subsidiary and the terms "Incurred" and "Incurrence" have meanings correlative to the foregoing and any Indebtedness pursuant to any revolving credit or similar facility shall only be "Incurred" at the time any funds are borrowed thereunder.

"*Indebtedness*" means, with respect to any Person on any date of determination (without duplication):

(1) the principal of indebtedness of such Person for borrowed money;

(2) the principal of obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all reimbursement obligations of such Person in respect of letters of credit, bankers' acceptances or other similar instruments (the amount of such obligations being equal at any time to the aggregate then undrawn and unexpired amount of such letters of credit or other instruments plus the aggregate amount of drawings thereunder that have been reimbursed) (except to the extent such reimbursement obligations relate to trade payables or other obligations not constituting Indebtedness and such obligations are satisfied within 30 days of Incurrence);

(4) the principal component of all obligations of such Person to pay the deferred and unpaid purchase price of property (except trade payables), where the deferred payment is arranged primarily as a means of raising finance, which purchase price is due more than one year after the date of placing such property in service or taking final delivery and title thereto;

(5) Capitalized Lease Obligations of such Person;

(6) the principal component of all obligations, or liquidation preference, of such Person with respect to any Disqualified Stock or, with respect to any Restricted Subsidiary, any Preferred Stock (but excluding, in each case, any accrued dividends);

(7) the principal component of all Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided, however*, that the amount of such Indebtedness will be the lesser of (a) the fair market value of such asset at such date of determination (as determined in good faith by the Board of Directors or an Officer of the Issuer) and (b) the amount of such Indebtedness of such other Persons;

(8) guarantees by such Person of the principal component of Indebtedness of other Persons to the extent guaranteed by such Person; and

(9) to the extent not otherwise included in this definition, net obligations of such Person under Currency Agreements and Interest Rate Agreements (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).

The term "Indebtedness" shall not include (i) Subordinated Shareholder Funding, (ii) any lease, concession or license of property (or Guarantee thereof) which would be considered an operating lease under IFRS as in effect on December 31, 2018, (iii) prepayments of deposits received from clients or customers in the ordinary course of business, (iv) 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 or (v) any asset retirement obligations. The term "Indebtedness" as it relates to the Issuer shall also not include (i) the Indebtedness of TeamCo and (ii) the Receivables Assignment Deferred Consideration.

The amount of Indebtedness of any Person at any time in the case of a revolving credit or similar facility shall be the total amounts of funds borrowed and then outstanding. The amount of Indebtedness of any Person at any date shall be determined as set forth above or otherwise provided in the Indenture, and (other than with respect to letters of credit or guarantees or Indebtedness specified in clause (7) or (8) above) shall equal the amount thereof that would appear on a balance sheet of such Person (excluding any notes thereto) prepared on the basis of IFRS.

Notwithstanding the above provisions, in no event shall the following constitute Indebtedness:

(1) Contingent Obligations Incurred in the ordinary course of business and accrued liabilities Incurred in the ordinary course of business that are not more than 90 days past due;

(2) in connection with the purchase by the Issuer or any Restricted 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; *provided, however*, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 30 days thereafter;

(3) for the avoidance of doubt, any obligations in respect of workers' compensation claims, early retirement or termination obligations, pension fund obligations or contributions or similar claims, obligations or contributions or social security or wage Taxes;

(4) in respect of TeamCo, obligations under or in respect of factoring of receivables or securitizations on a non-recourse (*pro soluto*) basis; or

(5) payments or other transactions or obligations pursuant to any Tax Consolidation Arrangements; *provided*, however, that such payments, and the value of such transactions or obligations, shall not exceed the amount of tax that the Issuer or such Restricted Subsidiaries would owe, without taking into account such Tax Consolidation Arrangements.

"*Independent Financial Advisor*" means an investment banking or accounting firm of international standing or any third party appraiser of international standing; *provided, however*, that such firm or appraiser is not an Affiliate of the Issuer.

"*Indirect Media Cash Inflows*" means the cash collected under all Existing Indirect Media Arrangements and Future Indirect Media Rights Arrangements.

"*Indirect Media Rights Arrangements"* means the Existing Indirect Media Rights Arrangements and the Future Indirect Media Rights Arrangements.

"*Indirect Media Rights Event*" means at any time:

(a) in respect of any season to which the Principal TV Rights Arrangements relate:

(i) the Principal TV Rights Arrangements contemplated in paragraph (a) of the definition thereof are terminated (and, after a termination, have not been reinstated) or Serie A otherwise ceases to be entitled to receive or ceases to receive the payments contemplated thereunder as at the date of the Indenture (and, in either case, such cessation has not been reversed); or

(ii) the Principal TV Rights Arrangements contemplated in paragraph (b) of the definition thereof are revoked (and, after a revocation, have not been reinstated) or otherwise cease to be in full force and effect (and

such cessation has not been reversed) or TeamCo otherwise ceases to be entitled to the revenues which were available to it thereunder as at the date of the Indenture (and such cessation has not been reversed); or

(b) in respect of any future season:

(i) Serie A, Serie B or (if different) the league in which the Roma Football Team is eligible to play in that season fails to reach an agreement for the licensing and broadcasting of the national or international Media Rights relating to the relevant league (until such time as such an agreement is reached) or such agreement, if made, is terminated such that the relevant league will no longer be entitled to receive any payments thereunder (and, after a termination, such entitlement has not been reinstated); or

(ii) for any reason whatsoever, including the case in which the league in which the Roma Football Team is eligible to play in that season fails to resolve on the distribution of revenues arising from the agreement described in paragraph (b)(i) above, TeamCo ceases to be entitled to such revenues (and such entitlement has not been reinstated).

"*Intellectual Property*" means:

(1) any patents, trademarks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and

(2) the benefit of all applications and rights to use such assets of any member of the Group (which may now or in the future subsist).

"*Intercompany Agreements*" means the Playing and Staging Agreement, the Services Agreement, the Lease Agreement, each Receivables Assignment Agreement, the Intercompany Loans, the Amended and Restated Subordinated Loan Agreement and the License Agreement, each as may be amended, supplemented, replaced, modified or assigned in the future in accordance with the provisions of the Indenture.

"*Intercompany Loans*" means the Amended and Restated MediaCo/Soccer Intercompany Loan, the Amended and Restated MediaCo/TeamCo Intercompany Loan and the Amended and Restated Soccer/TeamCo Intercompany Loan and any other such similar arrangements as may be entered into from time to time in accordance with the provisions of the Indenture.

"Intercreditor Agreement" means the Intercreditor Agreement dated on or about the Issue Date, by and among, *inter alios*, the Issuer, TeamCo, the Guarantor, the Security Agent and the Trustee, as amended from time to time.

"*Interest Rate Agreement*" means, with respect to any Person, any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedge agreement or other similar agreement or arrangement to which such Person is party or a beneficiary.

"*Investment*" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the form of any advance, loan or other extensions of credit (other than advances or extensions of credit to customers, suppliers, directors, officers or employees of any Person in the ordinary course of business, and excluding any debt or extension of credit represented by a bank deposit other than a time deposit) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or the Incurrence of a Guarantee of any obligation of, or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by, such other Persons and all other items that are or would be classified as investments on a balance sheet (excluding any notes thereto) prepared on the basis of IFRS; *provided, however*, that endorsements of negotiable instruments and documents in the ordinary course of business will not be deemed to be an Investment. If the Issuer or any Restricted Subsidiary issues, sells or otherwise disposes of any Capital Stock of a Person that is a Restricted Subsidiary such that, after giving effect thereto, such Person is no longer a Restricted Subsidiary, any Investment by the Issuer or any Restricted Subsidiary in such Person remaining after giving effect thereto will be deemed to be a new Investment equal to the fair market value of the Capital Stock of such Subsidiary not sold or disposed of in an amount determined as provided in the final paragraph of the covenant described above under the caption "*—Certain Covenants—Limitation on Restricted Payments*".

The amount of any Investment outstanding at any time shall be the original cost of such Investment, reduced (at the Issuer's option) by any dividend, distribution, interest payment, return of capital, repayment or other amount or value received in respect of such Investment.

"*IRAP*" means Imposta Regionale sulle Attività Produttive.

"*Issue Date*" means August 8, 2019.

"*Issuer*" means ASR Media and Sponsorship S.p.A.

"*Italian Civil Code*" means the Italian civil code, enacted by Italian Royal Decree No. 262 of March 16, 1942, as subsequently amended and supplemented.

"*Italian Football Financial Fair Play Regulations*" means the rules promulgated by the FIGC and Serie A regarding financial fair play, as in place from time to time.

"*Lease Agreement*" means the lease agreement dated February 11, 2015 with respect to the Going Concern and entered into between the Guarantor as lessee and the Issuer as lessor, as amended on or about the Issue Date.

"*License Agreement*" means the license agreement dated February 6, 2015, as amended on or about the Issue Date, in relation to the Intellectual Property leased pursuant to the Lease Agreement and entered into between TeamCo and the Guarantor, as amended on or about the Issue Date.

"*Lien*" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof).

"*Material Contracts*" means each Media Contract and each Sponsorship Agreement.

"*Maximum Annual Interest*" means, with respect to specified Indebtedness of the Issuer, the greatest amount of cash interest expense accruing on such Indebtedness in any one financial year of the Issuer, calculated over the life of such Indebtedness and based on the aggregate principal amount of Indebtedness outstanding in respect of such Indebtedness at the time of such calculation.

"*Maximum Annual Debt Service*" means, with respect to specified Indebtedness of the Issuer, the maximum aggregate debt service requirements (including both cash interest expense and required principal payments) in any financial year, calculated over the life of such Indebtedness (and, in respect of cash interest expense only, based on the aggregate principal amount of Indebtedness outstanding in respect of such Indebtedness at the time of such calculation), and excluding the final principal payment upon the Stated Final Maturity of such Indebtedness.

"*Media Contracts*" means all Existing Direct Media Contracts, Future Direct Media Contracts, Existing Indirect Media Rights Arrangements and Future Indirect Media Rights Arrangements.

"*Media Rights*" means any television, digital, radio or any other media rights of any kind, whether now existing or developed in the future.

"*Moody's*" means Moody's Investors Service, Inc. or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"*NEEP*" means NEEP Roma Holding S.p.A. a private company limited by shares incorporated in Italy with legal address at Via Principessa Clotilde 7, 00196 Rome, enrolled with the Companies' Register of Rome with No. 11418561004.

"*Newco*" means ASR Soccer LP S.r.l., a limited liability company incorporated in Italy with legal address at Via Principessa Clotilde 7, Rome, enrolled with the Companies' Register of Rome with No. 13121851003.

"*Nationally Recognized Statistical Rating Organization*" means a nationally recognized statistical rating organization within the meaning of Section 3(a)(62) under the Exchange Act.

"*Net Cash Proceeds",* with respect to any issuance or sale of Capital Stock or Subordinated Shareholder Funding, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, listing fees, discounts or commissions and brokerage, consultant and other fees and charges actually Incurred in connection with such issuance or sale and net of Taxes paid or payable as a result of such issuance or sale (after taking into account any available tax credit or deductions and the Tax Consolidation Arrangements).

"*Net Finance Charges*" means, for any Relevant Period, the Finance Charges for that Relevant Period after deducting any interest payable in that Relevant Period to the Issuer and the Guarantor on any cash or Cash Equivalents.

"*New Shareholder Injections*" means the aggregate amount subscribed for by TeamCo for Capital Stock (other than Disqualified Stock) in the Issuer or contributed to the Issuer by TeamCo in the form of Subordinated Shareholder Funding.

"*Notes Documents*" means the Notes (including Additional Notes), the Indenture, the Security Documents, the Intercreditor Agreement and any Additional Intercreditor Agreement.

"*Offering Memorandum*" means this offering memorandum in relation to the Notes.

"*Officer*" means, with respect to any Person, any member of the board of directors, the chief executive officer, the chief strategy officer or the chief financial officer (a) of such Person or (b) if such Person is owned or managed by a single entity, of such entity.

"*Officer's Certificate*" means, with respect to any Person, a certificate signed by one Officer of such Person.

"*Operating costs*" means cost of services as reported in the Issuer's and Soccer's financial statements. Operating costs mainly includes personnel costs, tax, legal and commercial consultancies (including the protection of the intellectual property), independent and statutory auditor fees and other minor services, directly connected to media and sponsorship activities.

"*Opinion of Counsel*" means a written opinion from legal counsel reasonably satisfactory to the Trustee. The counsel may be an employee of or counsel to the Issuer or its Subsidiaries.

"*Original Receivables Assignment Agreement*" means the receivables assignment agreement dated February 12, 2015, as amended from time to time and as of the Issue Date between the Issuer and TeamCo.

"*Parachute Payment*" means a payment from Serie A to TeamCo that is payable or will be payable as a result of the Roma Football Team having been relegated from Serie A in the most recently completed season.

"*Parent Entity*" means any holding company of TeamCo and/or the Guarantor.

"*Pari Passu* Indebtedness" means Indebtedness of the Issuer which does not constitute Subordinated Indebtedness that is secured by the Collateral.

"*Patrimonio Destinato*" or "*PD*" means the "*patrimonio destinato ad uno specifico affare*" under art. 2447-*bis*, first paragraph, lett. a) of the Italian Civil Code, originally created under the board resolution of TeamCo passed on 13 November 2014 and registered with the companies' register on 18 November 2014.

"*Paying Agent*" means any Person authorized by the Issuer to pay the principal of (and premium, if any) or interest on any Note on behalf of the Issuer.

"*Payment Conditions*" means:

(1) no Event of Default is continuing or would occur as a result of the relevant Permitted Distribution being made;

(2) (i) the Debt Service Coverage Ratio reported on in the most recently delivered Issuer Compliance Certificate was equal to or greater than 1.5 to 1.0 (or, in each case, if Roma Football Team is not as at that date entitled to play in Serie A, 2.0 to 1.0) and (ii) the *Pro Forma* Debt Service Coverage Ratio set forth in such Issuer Compliance Certificate would have been equal to or greater than 1.5 to 1.0 (or, if Roma Football Team is not as at that date entitled to play in Serie A, 2.0 to 1.0) if the projected Cash Drawn for Debt Service number reported therein had been reduced by the amount of the proposed Permitted Distribution;

(3) each of the Secured Accounts are fully funded in accordance with "*—Affirmative Covenants— Priority of Payments Waterfall*";

(4) no Risk Event is continuing;

(5) no TeamCo Insolvency Event of Default or the Guarantor Insolvency Event of Default is continuing;

(6) in the case of a Tax Consolidation Repayment, (i) no Receivables Assignment Deferred Consideration is owing by the Issuer to TeamCo, and (ii) no principal or interest or other amount is outstanding under the Amended and Restated Subordinated Loan Agreement, which would not be settled contemporaneously with such Tax Consolidation Repayment;

(7) in the case of payment of the Services Agreement Fee, (i) no Receivables Assignment Deferred Consideration or Tax Consolidation Indebtedness is owing by the Issuer to TeamCo (in each case), and (ii) no principal or interest or other amount is outstanding under the Amended and Restated Subordinated Loan Agreement, which, would not be settled contemporaneously with such payment of the Services Agreement Fee;

(8) in the case of any Permitted Alternative Distribution or Permitted Cash Distribution, (i) no Receivables Assignment Deferred Consideration is owed by the Issuer to TeamCo, (ii) no principal or interest or other amount is outstanding under the Amended and Restated Subordinated Loan Agreement, (iii) no Tax Consolidation Indebtedness or Services Agreement Fee is owing by the Issuer to the Guarantor or TeamCo (in each case) which would not be settled contemporaneously with such Permitted Alternative Distribution or Permitted Cash Distribution; and

(9) there are sufficient funds available for the Permitted Distribution payment in the Distribution Account.

"*Permitted Alternative Distribution*" means the payment of an amount in cash to the Guarantor as a Further MediaCo/Soccer Advance for general working purposes.

"*Permitted Cash Distribution*" means the payment of a dividend by the Issuer *pro rata* to TeamCo and the Guarantor which is settled in cash and does not constitute a Permitted Alternative Distribution.

"*Permitted Collateral Liens*" means Liens on the Collateral:

(a) that are described in one or more of clauses (1), (2), (3), (4), (6), (7), (9), (10), (14), (15) and (17) of the definition of "Permitted Liens" and, in each case, arising by law or that would not materially interfere with the ability of the Security Agent to enforce the Security Interest in the Collateral;

(b) to secure:

(i) the Initial Notes;

(ii) Indebtedness permitted to be Incurred under the first paragraph of the covenant described under "—*Certain Covenants—Limitation on Indebtedness—Restrictions on the Issuer, the Guarantor and their Restricted Subsidiaries*";

(iii) Indebtedness described under clause (3) of "Permitted Issuer Debt"; and

(iv) any Refinancing Indebtedness in respect of Indebtedness referred to in the foregoing clauses (i) to (iii).

provided, that each of the secured parties to any such Indebtedness set forth in (b) (acting directly or through its respective creditor representative) will have entered into the Intercreditor Agreement or an Additional Intercreditor Agreement; *provided*, further that such Liens are on a *pari passu* basis with the Liens securing the Notes; *provided,* further that subject to the Agreed Security Principles, all property and assets (including, without limitation, the Collateral) of the Issuer or any Restricted Subsidiary securing such Indebtedness or Refinancing Indebtedness secure the Notes, the Guarantee and the Indenture on a *pari passu* basis (including by application of payment order, turnover or equalization provisions substantially consistent with the corresponding provisions set forth in the Intercreditor Agreement or any Additional Intercreditor Agreement).

"*Permitted Holders*" means, collectively (1) James J. Pallotta, (2) any Related Person of any Persons specified in clause (1) or (2), and (3) any Person who is acting as an underwriter in connection with a public or private offering of Capital Stock of the Parent, acting in such capacity.

"*Permitted Investment*" means (in each case, unless otherwise specified, by the Issuer, the Guarantor or any of their respective Restricted Subsidiaries):

(1) Investments in cash or Cash Equivalents;

(2) Investments in receivables owing to the Issuer or any Restricted Subsidiary created or acquired in the ordinary course of business;

(3) Investments in payroll, travel, relocation, entertainment and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(4) Investments in Capital Stock, obligations or securities received in settlement of debts created in the ordinary course of business and owing to the Issuer, the Guarantor or any Restricted Subsidiary, or as a result of foreclosure, perfection or enforcement of any Lien, or in satisfaction of judgments or pursuant to any plan of reorganization or similar arrangement including upon the bankruptcy or insolvency of a debtor;

(5) Investments in existence on, or made pursuant to legally binding commitments in existence on, the Issue Date; *provided* that the amount of the Investment may be increased (i) as required by the terms of the Investment as in existence on the Issue Date or (ii) as otherwise permitted under the Indenture;

(6) Only with respect to the Issuer, Currency Agreements, Interest Rate Agreements and related Hedging Obligations, which transactions or obligations are Incurred in compliance with "*—Certain Covenants—Limitation on Indebtedness—Restrictions on the Issuer, the Guarantor and their Restricted Subsidiaries"*;

(7) Pledges or deposits with respect to leases or utilities provided to third parties in the ordinary course of business or Liens otherwise described in the definition of "Permitted Liens" or made in connection with Liens permitted under the covenant described under "*—Certain Covenants— Limitation on Liens*";

(8) Only with respect to the Issuer, subject to compliance with the Payment Conditions (such requirements being applied as if a Permitted Investment made in accordance with this clause (8) were a "Permitted Distribution") and *provided* that the Roma Football Team is playing in either Serie A or Serie B, any transaction to the extent constituting an Investment that is permitted and made in accordance with the provisions of the second paragraph of the covenant described under "*—Certain Covenants—Limitation on Affiliate Transactions*" (except those described in clauses (1), (6) and (9) of that paragraph);

(9) Only with respect to the Issuer, any Permitted Distribution made in the form of an Investment;

(10) Only with respect to the Issuer, (other than with respect to Indebtedness) guarantees, keepwells and similar arrangements in the ordinary course of business; and

(11) Investments in the Notes, any Additional Notes and any *Pari Passu* Indebtedness.

"*Permitted Liens*" means, with respect to any Person:

(1) pledges, deposits or Liens under workmen's compensation laws, unemployment insurance laws, social security laws or similar legislation, or insurance related obligations (including pledges or deposits securing liability to insurance carriers under insurance or self-insurance arrangements), or in connection with bids, tenders, completion guarantees, contracts (other than for borrowed money) or leases, or to secure utilities, licenses, public or statutory obligations, or to secure surety, indemnity, judgment, appeal or performance bonds, guarantees of government contracts (or other similar bonds, instruments or obligations), or as security for contested Taxes or

import or customs duties or for the payment of rent, or other obligations of like nature, in each case Incurred in the ordinary course of business;

(2) Liens imposed by law, including carriers', warehousemen's, mechanics', landlords', materialmens' and repairmen's or other similar Liens, in each case for sums not yet overdue for a period of more than 60 days or that are bonded or being contested in good faith by appropriate proceedings;

(3) Liens for Taxes, assessments or other governmental charges not yet delinquent or which are being contested in good faith by appropriate proceedings; *provided* that appropriate reserves required pursuant to IFRS have been made in respect thereof;

(4) Liens in favor of issuers of surety, performance or other bonds, guarantees or letters of credit or bankers' acceptances (not issued to support Indebtedness for borrowed money) issued pursuant to the request of and for the account of the Issuer, the Guarantor or any Restricted Subsidiary in the ordinary course of its business;

(5) encumbrances, ground leases, easements (including reciprocal easement agreements), survey exceptions, or reservations of, or rights of others for, licenses, rights of way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning, building codes or other restrictions (including minor defects or irregularities in title and similar encumbrances) as to the use of real properties or Liens incidental to the conduct of the business of the Issuer, the Guarantor and their respective Restricted Subsidiaries or to the ownership of its properties which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of the Issuer, the Guarantor and their respective Restricted Subsidiaries;

(6) leases, licenses, subleases and sublicenses of assets (including real property and intellectual property rights), in each case entered into in the ordinary course of business;

(7) Liens arising out of judgments, decrees, orders or awards not giving rise to an Event of Default so long as any appropriate legal proceedings which may have been duly initiated for the review of such judgment, decree, order or award have not been finally terminated or the period within which such proceedings may be initiated has not expired;

(8) Liens on assets or property of the Issuer, the Guarantor or any Restricted Subsidiary for the purpose of securing Capitalized Lease Obligations or Purchase Money Obligations, or securing the payment of all or a part of the purchase price of, or securing other Indebtedness Incurred to finance or refinance the acquisition, improvement or construction of, assets or property acquired or constructed in the ordinary course of business; *provided* that (a) the aggregate principal amount of Indebtedness secured by such Liens is otherwise permitted to be Incurred under clause (4) of the covenant described above under "*—Certain Covenants—Limitation on Indebtedness—Restrictions on the Issuer, the Guarantor and their respective Restricted Subsidiaries*" and (b) any such Lien may not extend to any assets or property of the Issuer, the Guarantor or any Restricted 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;

(9) Liens arising by virtue of any statutory or common law provisions relating to banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a depositary or financial institution;

(10) Liens arising from Uniform Commercial Code financing statement filings (or similar filings in other applicable jurisdictions) regarding operating leases entered into by the Issuer, the Guarantor and their respective Restricted Subsidiaries in the ordinary course of business;

(11) Liens existing on, or provided for or required to be granted under written agreements existing on the Issue Date after giving *pro forma* effect to the use of the proceeds of the Notes as described in the Offering Memorandum;

(12) Liens on assets or property of the Issuer, the Guarantor or any of their Restricted Subsidiary securing Indebtedness or other obligations of such Restricted Subsidiary owing to the Issuer, the Guarantor or another Restricted Subsidiary, or Liens in favor of the Issuer, the Guarantor or any Restricted Subsidiary;

(13) any interest or title of a lessor under any Capitalized Lease Obligation or operating lease;

(14) (a) mortgages, liens, security interest, restrictions, encumbrances or any other matters of record that have been placed by any government, statutory or regulatory authority, developer, landlord or other third party on property over which the Issuer, the Guarantor or any Restricted Subsidiary has easement rights or on any leased property and subordination or similar arrangements relating thereto and (b) any condemnation or eminent domain proceedings affecting any real property;

(15) Liens on property or assets under construction (and related rights) in favor of a contractor or developer or arising from progress or partial payments by a third party relating to such property or assets;

(16) Liens arising under general business conditions in the ordinary course of business, including without limitation the general business conditions of any bank or financial institution with whom the Issuer, the Guarantor or any of their respective Restricted Subsidiaries maintains a banking relationship in the ordinary course of business (including arising by reason of any treasury and/or cash management, cash pooling, netting or set-off arrangement or other trading activities);

(17) Liens arising out of conditional sale, title retention, hire purchase, consignment or similar arrangements for the sale of goods entered into in the ordinary course of business;

(18) (a) Liens created for the benefit of or to secure, directly or indirectly, the Notes and the Guarantee, (b) Liens pursuant to the Intercreditor Agreement and (c) Liens in respect of property and assets securing Indebtedness if the recovery in respect of such Liens is subject to loss-sharing or sharing of recoveries as among the Holders of the Notes and the creditors of such Indebtedness pursuant to the Intercreditor Agreement or an Additional Intercreditor Agreement; and

(19) Liens on Escrowed Proceeds for the benefit of the related holders of debt securities or other Indebtedness (or the underwriters or arrangers thereof).

"*Person*" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, government or any agency or political subdivision thereof or any other entity.

"*Playing and Staging Agreement*" means the playing and staging agreement dated February 6, 2015 and entered into between the Issuer, the Guarantor, TeamCo and the security agent under the Existing Facility, which will be amended and restated and role of security agent assigned to the Security Agent on or about the Issue Date.

"*Preferred Stock*", as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"*Principal TV Rights Arrangements*" means:

(a) the invitation to offer (*invito a offrire*) issued by Serie A league in relation to:

  (i) the license for the national broadcasting of the Serie A league's Media Rights, which has been awarded, for the seasons 2018/2019, 2019/2020 and 2020/2021, to SKY Italia S. r. l, RTI-RETI Televisive Italiane, Italia Sport Communication S.r.l, RAI Radio Televisione Italiana and Perform Media Channels Limited (DAZN) on or about June 13, 2018; and

  (ii) the license for the international broadcasting of the Serie A league's Media Rights, which has been awarded, for the seasons 2018/2019, 2019/2020 and 2020/2021, to IMG Media Limited and RAI Radio Televisione Italiana on or about October 10, 2017; and

(b) the resolution of the Serie A league assembly entitling TeamCo to receive a portion of the revenues arising from the agreements described in paragraph (a) above, for the seasons 2018/2019, 2019/2020 and 2020/2021.

"*Pro Forma* Debt Service Coverage Ratio" means, in relation to any Relevant Period, the ratio of projected Cash Drawn for Debt Service to projected Debt Service for that Relevant Period (excluding any repayment of principal due at the Stated Final Maturity of the Notes or the Stated Final Maturity of any *Pari Passu* Indebtedness), calculated on the basis of (a) then-contracted revenues, *provided, however*, that if an Existing Direct Media Contract, Existing Indirect Media Rights Arrangement or Existing Sponsorship Agreement is up for renewal or is being negotiated for renewal during a Relevant Period, the Issuer shall be permitted to make assumptions with respect to such renewal or renewals and the terms and conditions with respect thereto and (b) (i) services being provided at such time subject to finalization of contractual arrangements on the terms on which such services are being provided and (ii) the expected entry into contractual arrangements with new counterparties during a Relevant Period subject to finalization of such contractual arrangements and the expected terms and conditions thereof, in each case in order to include revenues and cash flows from such agreements or arrangements or expected arrangements in the calculation of *Pro Forma* Debt Service Coverage Ratio, *provided* that in each case any assumptions, expectations or estimates are made in good faith by Officer of the Issuer responsible for accounting or financial reporting and such Officer has a reasonable basis for making such assumptions and estimates and for having such expectations. In addition, for purposes of calculating *Pro Forma* Debt Service Coverage Ratio:

(1) The calculation shall give *pro forma* effect to (1) Future Direct Media Contracts, Future Indirect Media Rights Arrangements or Future Sponsorship Agreements that have been entered into at the time of calculation and (2) any changes to Existing Direct Media Contracts, Existing Indirect Media Rights Arrangements or Existing Sponsorship Agreements that have been effected at the time of calculation, as applicable.

(2) The calculation shall give effect to expense and cost reduction synergies (as determined in good faith by an Officer of the Issuer responsible for accounting or financial reporting) projected to result from actions that have been taken by the Issuer or its Restricted Subsidiaries and that are reasonably expected to be achieved within the

Relevant Period, *provided, however*, that such synergies shall not exceed €1.0 million in any one Relevant Period and *provided, further*, that the Budget shall be updated to reflect any such synergies.

(3) In respect of the calculation of *Pro Forma* Debt Service Coverage Ratio for purposes of the first paragraph of the covenant described under "*—Certain Covenants—Limitation on Indebtedness— Restrictions on the Issuer, the Guarantor and their Restricted Subsidiaries,*" (i) any repayment, repurchase, redemption, defeasance, retirement, extinguishment or other discharge of Indebtedness occurring following the commencement of the Relevant Period but on or prior to the determination date and (ii) any Incurrences of Subordinated Shareholder Funding, issuances or sales of Capital Stock of the Issuer or other capital increases or contributions to the equity of the Issuer, including, but not limited, to New Shareholder Injections taking place following the commencement of the Relevant Period but on or prior to the determination date shall, in each case be taken into account as though such actions had occurred at the beginning of the Relevant Period.

"*Purchase Money Obligations*" means any Indebtedness Incurred to finance or refinance the acquisition, leasing, construction or improvement of property (real or personal) or assets and acquired through the direct acquisition of such property or assets.

"*Quarter Date*" means each of March 31, June 30, September 30 and December 31.

"*Rating Agency*" means Moody's and/or S&P and/or Fitch or any other "nationally recognized statistical rating organization" within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the U. S. Exchange Act selected by the Issuer.

"*Ratings Confirmation Notice*" means a confirmation from a Rating Agency that the then-current rating of the Notes or *Pari Passu* Indebtedness, as applicable, will not be lowered or withdrawn (excluding in each case any change in outlook) as a result of the action proposed to be taken.

"*Receivables Assignment Agreements*" means the Original Receivables Assignment Agreement and any Future Receivables Assignment Agreement.

"*Receivables Assignment Deferred Consideration*" means the deferred purchase price owed by the Issuer to TeamCo under any Receivables Assignment Agreements.

"*refinance*" means refinance, refund, replace, renew, repay, modify, restate, defer, substitute, supplement, reissue, resell, extend or increase (including pursuant to any defeasance or discharge mechanism) and the terms "refinances", "refinanced" and "refinancing" as used for any purpose in the Indenture shall have a correlative meaning.

"*Refinancing Indebtedness*" means Indebtedness that is Incurred to refund, refinance, replace, exchange, renew, repay or extend (including pursuant to any defeasance or discharge mechanism) any Indebtedness existing on the date of the Indenture or Incurred in compliance with the Indenture including Indebtedness that refinances Refinancing Indebtedness; *provided, however*, that, such Refinancing Indebtedness is Incurred in an aggregate principal amount (or if issued with original issue discount, an aggregate issue price) that is equal to or less than the sum of the aggregate principal amount (or if issued with original issue discount, the aggregate accreted value) then outstanding of the Indebtedness being refinanced (plus, without duplication, any additional Indebtedness Incurred to pay interest or premiums required by the instruments governing such existing Indebtedness and costs, expenses and fees Incurred in connection therewith).

Refinancing Indebtedness in respect of any Indebtedness may be Incurred from time to time after the termination, discharge or repayment of such Indebtedness.

"*Refinancing Transactions*" shall have the meaning assigned to such term in this Offering Memorandum under the caption "*Certain Definitions*".

"*Related Person*" with respect to any Permitted Holder, means:

(1) any controlling equity holder, majority (or more) owned Subsidiary or partner or member of such Person; or

(2) in the case of an individual, any spouse, family member or relative of such individual, any trust or partnership for the benefit of one or more of such individual and any such spouse, family member or relative, or the estate, executor, administrator, committee or beneficiaries of any thereof; or

(3) any trust, corporation, partnership or other Person for which one or more of the Permitted Holders and other Related Persons of any thereof constitute the beneficiaries, stockholders, partners or owners thereof, or Persons beneficially holding in the aggregate a majority (or more) controlling interest therein; or

(4) any investment fund or vehicle managed, sponsored or advised by such Person or any successor thereto, or by any Affiliate of such Person or any such successor.

"*Relegation Risk Event*" means, at any time during a football season:

(1) Roma Football Team is not entitled to play in Serie A or Serie B (as applicable); or

(2) on or after the date on which each Serie A or Serie B team (as applicable) has played 10 or more Serie A or Serie B matches (as applicable) in that season, the Roma Football Team is ranked four or fewer places above a ranking

in the Serie A or Serie B (as applicable) league table which could result in a relegation of Roma Football Team to Serie B or Serie C (as applicable) following the conclusion of such season, *provided* that a Relegation Risk Event shall not be deemed to be occurring under this clause (2) if an Officer of the Issuer certifies in a certificate delivered to the Security Agent that it is mathematically impossible for the Roma Football Team to be relegated in such season.

"*Relevant Period*" means:

(1) in relation to the Debt Service Coverage Ratio, each period of 12 months ending on or about the last day of each Semi-Annual Period. For the avoidance of doubt, the first Relevant Period with respect to the Debt Service Coverage Ratio shall commence July 1, 2019 and the second Relevant Period with respect to the Debt Service Coverage Ratio shall commence January 1, 2020; and

(2) in relation to the *Pro Forma* Debt Service Coverage Ratio, each period of 12 months commencing on the first day of a Semi-Annual Period;

provided that, with respect to (x) the first paragraph of the covenant described under "*—Certain Covenants—Limitation on Indebtedness—Restrictions on the Issuer, the Guarantor and their Restricted Subsidiaries*", the Relevant Period shall refer to a period of 12 months commencing as of the beginning of the month in which the Indebtedness being Incurred under such paragraph will be Incurred and (y) clause (a) of the definition of "Risk Event", the Relevant Period shall refer to a period of 12 months commencing as of the beginning of each month in which the relevant Relegation Risk Event has occurred or is continuing.

"*Rent/Intercompany Loan Amount*" means, at any time, the aggregate amount of:

(a) any payment obligation then owed by the Guarantor to the Issuer under the Lease Agreement as set out in the current Budget;

(b) the then outstanding accrued interest under the Amended and Restated MediaCo/Soccer Intercompany Loan; and

(c) the then outstanding principal amount and other amounts payable under the Amended and Restated MediaCo/Soccer Intercompany Loan.

"*Representative*" means any trustee, agent or representative (if any) for an issue of Indebtedness or the provider of Indebtedness (if provided on a bilateral basis), as the case may be.

"*Responsible Officer*" means, when used with respect to the Trustee, any director, associate director or assistant secretary within the debt and agency services department of the Trustee (or any successor group of the Trustee) or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers or, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"*Restricted Group*" means the Guarantor, the Issuer and any of their respective Subsidiaries.

"*Restricted Investment*" means any Investment other than a Permitted Investment.

"*Restricted Subsidiary*" means any Subsidiary of the Issuer or the Guarantor.

"*Risk Event*" means:

(a) a Relegation Risk Event occurs and is continuing at a time when (i) the most recently delivered Issuer Compliance Certificate reports that the Debt Service Coverage Ratio is below, 4.0 to 1.0 or (ii) the *Pro Forma* Debt Service Coverage Ratio calculated as of the occurrence of such Relegation Risk Event, assuming that the Roma Football Team has been relegated from Serie A or Serie B, as applicable, for the Relevant Period for the calculation of such *Pro Forma* Debt Service Coverage Ratio, is below 4.0 to 1.0. The *Pro Forma* Debt Service Coverage Ratio shall be calculated assuming that the Roma Football Team has been relegated from Serie A or Serie B, as applicable, for the Relevant Period for the calculation of such *Pro Forma* Debt Service Coverage Ratio, each month that a Relegation Risk Event has occurred or is continuing; or

(b) an Indirect Media Rights Event occurs and is continuing at a time when the most recently delivered Issuer Compliance Certificate reports that the Debt Service Coverage Ratio or the *Pro Forma* Debt Service Coverage Ratio is below, 4.0 to 1.0.

"*Roma Football Team*" means the first team of TeamCo (composed of professional football players as selected from time to time) which, as at the date of the Indenture, plays in the Serie A league.

"*S&P*" means Standard & Poor's Investors Ratings Services or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"*SEC*" means the U. S. Securities and Exchange Commission.

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder, as amended.

"*Security Documents*" means the security agreements, pledge agreements, collateral assignments, and any other instrument and document executed and delivered pursuant to the Indenture or otherwise or any of the foregoing, as the same may be amended, supplemented or otherwise modified from time to time, creating the security interests in the Collateral as contemplated by the Indenture.

"*Security Interests*" means security interests in the Collateral that are created by the Security Documents.

"*Semi-Annual Period*" means the period commencing on the day after one Semi-Annual Period Date and ending on the next Semi-Annual Period Date.

"*Semi-Annual Period Date*" means June 30 and December 31 of each year.

"*Serie A*" means *Lega Nazionale Professionisti Serie A* (and any successors) or any replacement league.

"*Serie B*" means *Lega Nazionale Professionisti Serie B* (and any successors) or any replacement league.

"*Services Agreement*" means the services agreement dated February 6, 2015 between the Issuer, the Guarantor and TeamCo, as amended and restated on or about the Issue Date.

"*Services Agreement Fee*" means the annual fee payable to TeamCo by the Issuer and the Guarantor under the Services Agreement; *provided, however*, that the amount of the fee must comply with clause (1) of the covenant described under "*—Certain Covenants—Limitation on Affiliate Transactions*".

"*Similar Business*" means (a) any businesses, services or activities engaged in by the Issuer or the Guarantor on the Issue Date and (b) any businesses, services and activities that are related, complementary, incidental, ancillary or similar to any of the foregoing or are extensions or developments of any thereof and are permitted to be undertaken by the Issuer and the Guarantor, as applicable, in accordance with their Constitutional Documents.

"Soccer Insolvency Event of Default" means (1) an event or circumstance described in clause (5) under "*—Events of Default*" in respect of the Guarantor or (2) the Guarantor suspending or ceasing to carry on (or threatening to suspend or cease to carry on) all or a material part of its business.

"*Soccer Media and Sponsorship Revenue*" means the revenue generated by Soccer under all (i) Existing Direct Media Contracts and Future Direct Media Contracts and (ii) Existing Sponsorship Agreements and Future Sponsorship Agreements.

"*Sponsorship Agreements*" means all Existing Sponsorship Agreements and Future Sponsorship Agreements.

"*Sponsorship and Other Cash Inflows*" means the cash collected under all Existing Sponsorship Agreements and Future Sponsorship Agreements, but excluding the Stadium Sponsorship Agreements.

"*Stadium*" means the stadium commonly known as Stadio della Roma.

"*Stadium Sponsorship Agreements*" means any existing and future sponsorship contracts for the Stadium with respect to: (i) naming rights, (ii) signage, messages and displays of every kind and nature, whether now existing or developed in the future, whether permanent, transitory or virtual, and whether within or on the exterior of the Stadium or any component thereof, (iii) audio or video public address advertising, (iv) advertising display items worn or carried by concessionaires or personnel engaged in operations at the Stadium, (v) concession point of purchase advertising, (vi) pouring rights, service rights and similar exclusive or priority designations, and (vii) other sponsorship and promotional activities now or hereafter customarily undertaken by world-class professional sports stadia, subject to the provisions relating to any Day of Game Sponsorship Rights under the Indenture.

"*Stadium NewCo*" means Stadio TdV S.p.A., a joint stock company incorporated under Italian laws and having its registered office in via Principessa Clotilde, 7, Rome, enrolled with the Register of Companies of Milan under no. 08732500965.

"*Stated Final Maturity*" means, with respect to any security, the date specified in such security as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision, but shall not include any contingent obligations, including those described in "*—Change of Control*" and "*—Mandatory Partial Redemption*", to repay, redeem or repurchase any such principal prior to the date originally scheduled for the payment thereof.

"*Subordinated Indebtedness*" means, with respect to any person, any Indebtedness (whether outstanding on the Issue Date or thereafter Incurred) which is subordinated in right of payment to the Notes or the Guarantee, including any Tax Consolidation Indebtedness of the Issuer or any amounts owing in respect of the Receivables Assignment Deferred Consideration.

"*Subordinated Shareholder Funding*" means, collectively, any funds provided to (i) the Issuer or the Guarantor by TeamCo, or (ii) TeamCo or the Guarantor by a Permitted Holder or any Affiliate, in exchange for or pursuant to any security, instrument or agreement other than Capital Stock, in each case issued to and held by any of the foregoing Persons, together with any such security, instrument or agreement and any other security or instrument other than

Capital Stock issued in payment of any obligation under any Subordinated Shareholder Funding; *provided, however*, that such Subordinated Shareholder Funding:

(1) 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 Final Maturity of the Notes (other than through conversion or exchange of such funding into Capital Stock other than Disqualified Stock of the Issuer, in the case of Subordinated Shareholder Funding provided to the Issuer, or any funding meeting the requirement of this definition) or the making of any such payment prior to the first anniversary of the Stated Final Maturity of the Notes is restricted by the Intercreditor Agreement, an Additional Intercreditor Agreement or another intercreditor agreement;

(2) does not require, prior to the first anniversary of the Stated Final Maturity of the Notes, payment of cash interest, cash withholding amounts or other cash gross-ups, or any similar cash amounts, or the making of any such payment prior to the first anniversary of the Stated Final Maturity of the Notes is restricted by the Intercreditor Agreement or an Additional Intercreditor Agreement;

(3) contains no change of control or similar provisions and does not accelerate and has no right to declare a default or event of default or take any enforcement action or accelerate or otherwise require any cash payment or the payment of any amount as a result of any such action or provision or the exercise of any rights, or enforcement action is restricted by the Intercreditor Agreement or an Intercreditor Agreement;

(4) does not share in any amounts held in the Secured Accounts;

(5) does not provide for or require any security interest or encumbrance over any asset of the Issuer or the Guarantor or any of their respective Subsidiaries; and

(6) pursuant to its terms or to the Intercreditor Agreement, an Additional Intercreditor Agreement or another intercreditor agreement, is fully subordinated and junior in right of payment to the Notes pursuant to subordination, payment blockage and enforcement limitation terms which are customary in all material respects for similar funding or are no less favorable in any material respect to Holders than those contained in the Intercreditor Agreement as in effect on the Issue Date with respect to the "Subordinated Liabilities" (as defined therein).

"*Subsidiary"* means, with respect to any Person:

(1) any corporation, association, or other business entity (other than a partnership, joint venture, limited liability company or similar entity) of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof; or

(2) any partnership, limited liability company or similar entity of which:

  (a) more than 50% of the capital accounts, distribution rights, total equity and voting interests or general or limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof whether in the form of membership, general, special or limited partnership interests or otherwise; and

  (b) such Person or any Subsidiary of such Person is a controlling general partner or otherwise controls such entity.

"*Tax Consolidation Arrangements*" means arrangements pursuant to which the Issuer and TeamCo are part of the same Italian Tax consolidation group and pursuant to which NEEP will be the recipient of any tax credits and liable for any tax liabilities of the Issuer, TeamCo and any other member of the Italian Tax consolidation group.

"*Tax Consolidation Indebtedness*" means Indebtedness of the Issuer owing to NEEP under the Tax Consolidation Arrangements arising as a result of the Issuer benefiting from tax losses of NEEP,TeamCo or any other member of the Italian Tax consolidation group pursuant to the Tax Consolidation Arrangements.

"*Tax Consolidation Repayment*" means a repayment by the Issuer of Tax Consolidation Indebtedness.

"*Taxes*" means all present and future taxes, levies, imposts, deductions, charges, duties and withholdings and any charges of a similar nature (including interest and penalties with respect thereto) that are imposed by any government or other taxing authority.

"*TeamCo*" means As Roma S.p.A and any successor thereof.

"*TeamCo Insolvency Event of Default*" means (1) an event or circumstance described in clause (5) under "*—Events of Default*" in respect of TeamCo or (2) TeamCo suspending or ceasing to carry on (or threatening to suspend or cease to carry on) all or a material part of its business (excluding the sale or transfer of players of the Roma Football Team in the ordinary course of business).

"UEFA" means the *Union des Associations Europeennes de Football,* the European governing body for association football and any successor or replacement body from time to time.

"*UEFA Financial Fair Play Regulations*" means the UEFA Club Licensing and Financial Fair Play Regulations, as they may be amended, varied or modified from time to time.

"*Uniform Commercial Code*" means the New York Uniform Commercial Code.

"*U. S. GAAP*" means generally accepted accounting principles in the United States of America as in effect from time to time.

"*VAT*" means:

(a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and

(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

"*Voting Stock*" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled to vote in the election of directors.

BOOK-ENTRY, DELIVERY AND FORM

General

Notes sold within the United States to qualified institutional buyers pursuant to Rule 144A under the U. S. Securities Act will initially be represented by one or more global notes in registered form without interest coupons attached (the "**Rule 144A Global Notes**"). Notes sold to non-U. S. persons outside the United States pursuant to Regulation S under the U. S. Securities Act will initially be represented by one or more global notes in registered form without interest coupons attached (the "**Regulation S Global Notes**" and, together with the Rule 144A Global Notes, the "**Global Notes**"). The Global Notes will be deposited, on the Issue Date, with a common depositary and registered in the name of the nominee of the common depositary for the accounts of Euroclear and Clearstream.

Ownership of interests in the Rule 144A Global Notes (the "**Rule 144A Book-Entry Interests**") and ownership of interests in the Regulation S Global Notes (the "**Regulation S Book-Entry Interests**" and, together with the Rule 144A Book Entry Interests, the "**Book-Entry Interests**") will be limited to persons that have accounts with Euroclear and/or Clearstream or persons that may hold interests through such participants. Book-Entry Interests will be shown on, and transfers thereof will be effected only through, records maintained in book-entry form by Euroclear and/or Clearstream and their participants. The Book-Entry Interests in Global Notes will be issued only in denominations of €100,000 and in integral multiples of €1,000 in excess thereof.

The Book-Entry Interests will not be held in definitive form. Instead, Euroclear or Clearstream, as applicable, will credit on their respective book-entry registration and transfer systems a participant's account with the interest beneficially owned by such participant. The laws of some jurisdictions, including certain states of the United States, may require that certain purchasers of securities take physical delivery of such securities in definitive form. The foregoing limitations may impair the ability to own, transfer or pledge Book-Entry Interests. In addition, while the Notes are in global form, owners of interest in the Global Notes will not have the Notes registered in their names, will not receive physical delivery of the Notes in certificated form and will not be considered the registered owners or "holder" of the Notes under the Indenture for any purpose.

So long as the Notes are held in global form, the common depositary for Euroclear and/or Clearstream (or its nominees), as applicable, will be considered the holders of the Global Notes for all purposes under the Indenture. As such, participants must rely on the procedures of Euroclear and Clearstream, as applicable, and indirect participants must rely on the procedures of Euroclear and Clearstream, as applicable, and the participants through which they own Book-Entry Interests, to transfer their interests or to exercise any rights of holders of Notes under the Indenture. None of the Issuer, the Registrar, the Paying Agent, the Transfer Agent, and their respective agents, or the Trustee under the Indenture or any of the Issuer's respective agents, will have any responsibility, or be liable, for any aspect of the records relating to the Book-Entry Interests.

Issuance of Definitive Registered Notes

Under the terms of the Indenture, owners of the Book-Entry Interests will receive Definitive Registered Notes (as defined below) if:

(1) Euroclear or Clearstream notifies the Issuer that it is unwilling or unable to continue to act as depositary and a successor depositary is not appointed by the Issuer within 120 days;

(2) Euroclear or Clearstream so requests following an Event of Default under the Indenture; or

(3) the owner of a Book-Entry Interest requests such exchange in writing delivered through Euroclear or Clearstream following an Event of Default under the Indenture.

Euroclear and Clearstream have advised the Issuer that upon request by an owner of a Book-Entry Interest described in the immediately preceding clause (3), their current procedure is to request that the Issuer issues or causes to be issued Notes in definitive registered form to all owners of Book- Entry Interests.

In such an event, the Issuer will issue Definitive Registered Notes, registered in the name or names of holders and issued in any approved denominations, requested by or on behalf of Euroclear, Clearstream or the Issuer, as applicable (in accordance with their respective customary procedures and based upon directions received from participants reflecting the beneficial ownership of Book- Entry Interests), and such Definitive Registered Notes will bear the restrictive legend as provided in the Indenture, unless that legend is not required by the Indenture or applicable law.

In the case of the issue of Definitive Registered Notes, the holder of a Definitive Registered Note may transfer such Definitive Registered Note by surrendering it to the Registrar. In the event of a partial transfer or a partial redemption of one Definitive Registered Note, a new Definitive Registered Note will be issued to the transferee in respect of the part transferred, and a new Definitive Registered Note will be issued to the transferor or the holder, as applicable, in respect of the balance of the holding not transferred or redeemed; provided that a Definitive Registered Note will only be issued in denominations of €100,000 or in integral multiples of €1,000 in excess thereof.

If Definitive Registered Notes are issued and a holder thereof claims that such Definitive Registered Notes have been lost, destroyed or wrongfully taken, or if such Definitive Registered Notes are mutilated and are surrendered to the Registrar or at the office of a Transfer Agent, the Issuer will issue and the Trustee or an authenticating agent appointed by the Trustee will authenticate a replacement Definitive Registered Note if the Trustee's and the Issuer's requirements are met. The Issuer or the Trustee may require a holder requesting replacement of a Definitive Registered Note to furnish an indemnity bond sufficient in the judgment of both the Trustee and the Issuer to protect the Issuer, the Trustee, the Paying Agent, the Transfer Agent or the Registrar appointed pursuant to the Indenture from any loss which any of them may suffer if a Definitive Registered Note is replaced. The Issuer and/ or the Trustee may charge for expenses in replacing a Definitive Registered Note.

In case any such mutilated, destroyed, lost or stolen Definitive Registered Note has become or is about to become due and payable, or is about to be redeemed or purchased by the Issuer pursuant to the provisions of the Indenture, the Issuer in its discretion may, instead of issuing a new Definitive Registered Note, pay, redeem or purchase such Definitive Registered Note, as the case may be. Definitive Registered Notes may be transferred and exchanged for Book-Entry Interests only in accordance with the Indenture and, if required, only after the transferor first delivers to the Transfer Agent a written certification (in the form provided in the Indenture) to the effect that such transfer will comply with the transfer restrictions applicable to such Notes. See "*Notice to Investors*."

To the extent permitted by law, the Issuer, the Trustee, the Paying Agent, the Transfer Agent, the Registrar and their respective agents shall be entitled to treat the registered holder of any Global Note as the absolute owner thereof and no person will be liable for treating the registered holder as such. Ownership of the Global Notes will be evidenced through registration from time to time at the registered office of the Issuer, and such registration is a means of evidencing title to the Notes.

The Issuer will not impose any fees or other charges in respect of the Notes; however, owners of the Book-Entry Interests may incur fees normally payable in respect of the maintenance and operation of accounts in Euroclear and Clearstream.

Redemption of the Global Notes

In the event any Global Note, or any portion thereof, is redeemed, Euroclear or Clearstream, as applicable, will distribute the amount received by it in respect of the Global Note so redeemed to the holders of the Book-Entry Interests in such Global Note from the amount received by it in respect of the redemption of such Global Note. The redemption price payable in connection with the redemption of such Book-Entry Interests will be equal to the amount received by Euroclear or Clearstream, as applicable, in connection with the redemption of such Global Note (or any portion thereof). The Issuer understands that under existing practices of Euroclear and Clearstream if fewer than all of the Notes are to be redeemed at any time, Euroclear and Clearstream will credit their respective participants' accounts on a proportionate basis (with adjustments to prevent fractions) or by lot or on such other basis as they deem fair and appropriate; *provided, however*, that no Book-Entry Interest of less €100,000 principal amount at maturity, or less, may be redeemed in part.

Payments on Global Notes

Payments of amounts owing in respect of the Global Notes (including principal, premium, interest, additional interest and additional amounts) will be made by the Issuer to the Paying Agent. The Paying Agent will, in turn, make such payments to the common depository for Euroclear and Clearstream, which will distribute such payments to participants in accordance with their respective procedures.

Under the terms of the Indenture, the Issuer, the Trustee, the Paying Agent, Registrar and Transfer Agent will treat the registered holder of the Global Notes (for example, the common depositary for Euroclear or Clearstream (or their respective nominees)) as the owner thereof for the purpose of receiving payments and for all other purposes. Consequently, none of the Issuer, the Trustee, the Transfer Agent, the Registrar, any Paying Agent or any of their respective agents has or will have any responsibility or liability for:

- any aspect of the records of Euroclear, Clearstream or any participant or indirect participant relating to, or payments made on account of, a Book-Entry Interest or for maintaining, supervising or reviewing the records of Euroclear or Clearstream or any participant or indirect participant relating to, or payments made on account of, a Book-Entry Interest;
- payments made by Euroclear, Clearstream or any participant or indirect participant, or for maintaining, supervising or reviewing the records of Euroclear, Clearstream or any participant or indirect participant relating to or payments made on account of a Book-Entry Interest; or
- Euroclear, Clearstream or any participant or indirect participant.

Payments by participants to owners of Book-Entry Interests held through participants are the responsibility of such participants, as is now the case with securities held for the accounts of subscribers registered in "street name."

Payments will be subject in all cases to any fiscal or other laws and regulations (including any regulations of the applicable clearing system) applicable thereto. None of the Issuer, the Trustee, Paying Agent, Transfer Agent, Registrar,

the Initial Purchasers or any of their respective agents will be liable to any holder of a beneficial interest in a Global Note or any other person for any commissions, costs, losses or expenses in relation to or resulting from any currency conversion or rounding effected in connection with any such payment. Holders may be subject to foreign exchange risks that may have economic and tax consequences to them.

Currency of Payment for the Global Notes

The principal of, premium, if any, and interest on, and all other amounts payable in respect of, the Global Notes will be paid to holders of interests to such Notes through Euroclear or Clearstream, as applicable, in euro.

Action by Owners of Book Entry Interests

Euroclear and Clearstream have advised the Issuer that they will take any action permitted to be taken by a holder of the notes only at the direction of one or more participants to whose account the Book- Entry Interests in the Global Notes are credited and only in respect of such portion of the aggregate principal amount of the notes as to which such participant or participants has or have given such direction. Euroclear and Clearstream will not exercise any discretion in the granting of consents, waivers or the taking of any other action in respect of the Global Notes. However, if there is an event of default under the Notes, each of Euroclear and Clearstream reserves the right to exchange the Global Notes for Definitive Registered Notes in certificated form, and to distribute such Definitive Registered Notes to their respective participants.

Transfers

Transfers between participants in Euroclear and Clearstream will be done in accordance with Euroclear and Clearstream rules and will be settled in immediately available funds. If a holder requires physical delivery of Definitive Registered Notes for any reason, including to sell the Notes to persons in states which require physical delivery of such securities or to pledge such securities, such holder must transfer its interest in the Global Notes in accordance with the normal procedures of Euroclear and Clearstream and in accordance with the provisions of the Indenture.

The Global Notes will bear a legend to the effect set forth in "*Notice to Investors*." Book-Entry Interests in the Global Notes will be subject to the restrictions on transfer discussed in "*Notice to Investors*."

After the expiration of the distribution compliance period (as defined in Regulation S), beneficial interests in a Regulation S Global Note may be transferred to a person who takes delivery in the form of a beneficial interest in the Rule 144A Global Note denominated in the same currency without compliance with these certification requirements.

Beneficial interests in a Rule 144A Global Note may be transferred to a person who takes delivery in the form of a beneficial interest in the Regulation S Global Note denominated in the same currency only upon receipt by the Transfer Agent of a written certification (in the form provided in the Indenture) from the transferor to the effect that such transfer is being made in accordance with Regulation S or Rule 144 under the U. S. Securities Act (if available).

Subject to the foregoing, and as set forth in "*Notice to Investors*", Book-Entry Interests may be transferred and exchanged as described under "*Description of the Notes—Transfer and Exchange*". Any Book-Entry Interest in one of the Global Notes that is transferred to a person who takes delivery in the form of a Book-Entry Interest in the other Global Note of the same denomination will, upon transfer, cease to be a Book-Entry Interest in the first mentioned Global Note and become a Book- Entry Interest in the other Global Note, and accordingly, will thereafter be subject to all transfer restrictions, if any, and other procedures applicable to Book-Entry Interests in such other Global Note for as long as it retains such a Book- Entry Interest.

Definitive Registered Notes may be transferred and exchanged for Book- Entry Interests in a Global Note only as described under "*Description of the Notes—Transfer and Exchange*" and, if required, only if the transferor first delivers to the Trustee a written certificate (in the form provided in the Indenture) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such notes. See "*Notice to Investors*."

Information Concerning Euroclear and Clearstream

All Book-Entry Interests will be subject to the operations and procedures of Euroclear and Clearstream, as applicable. The Issuer provides the following summaries of those operations and procedures solely for the convenience of investors. The operations and procedures of each settlement system are controlled by that settlement system and may be changed at any time. None of the Issuer, the Initial Purchasers, the Trustee, the Paying Agent, the Transfer Agent or any of their respective agents are responsible for those operations or procedures.

Euroclear and Clearstream hold securities for participating organizations, they also facilitate the clearance and settlement of securities transactions between their respective participants through electronic book- entry changes in the accounts of such participants. Euroclear and Clearstream provide various services to their participants, including the safekeeping, administration, clearance, settlement, lending and borrowing of internationally traded securities. Euroclear and Clearstream interface with domestic securities markets. Euroclear and Clearstream participants are financial institutions, such as underwriters, securities brokers and dealers, banks, trust companies and certain other organizations. Indirect access to Euroclear and Clearstream is also available to others, such as banks, brokers, dealers and trust

companies, that clear through or maintain a custodial relationship with a Euroclear and Clearstream participant, either directly or indirectly.

Because Euroclear and Clearstream can only act on behalf of participants, who in turn act on behalf of indirect participants and certain banks, the ability of an owner of a beneficial interest to pledge such interest to persons or entities that do not participate in the Euroclear and Clearstream systems, or otherwise take actions in respect of such interest, may be limited by the lack of a definite certificate for that interest. The laws of some jurisdictions require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer beneficial interests to such person may be limited. In addition, owners of beneficial interests through the Euroclear and Clearstream systems will receive distributions attributable to the 144A Global Notes only through Euroclear and Clearstream participants.

Global Clearance and Settlement Under the Book Entry System

The Notes represented by the Global Notes are expected to be listed on the Luxembourg Stock Exchange and admitted for trading on the Euro MTF Market of the Luxembourg Stock Exchange. Transfers of interests in the Global Notes between participants in Euroclear or Clearstream will be effected in the ordinary way in accordance with their respective system's rules and operating procedures.

Although Euroclear and Clearstream follow the foregoing procedures as at the date of this Offering Memorandum in order to facilitate transfers of interests in the Global Notes among participants in Euroclear or Clearstream, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or modified at any time. None of the Issuer, the Initial Purchasers, the Trustee, the Registrar, the Listing Agent, the Transfer Agent or the Paying Agent will have any responsibility for the performance by Euroclear, Clearstream or their participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Initial Settlement

Initial settlement for the Notes will be made in euros. Book-Entry Interests owned through Euroclear or Clearstream accounts will follow the settlement procedures applicable to conventional Eurobonds in registered form. Book-Entry Interests will be credited to the securities custody accounts of Euroclear and Clearstream holders on the business day following the settlement date against payment for value of the settlement date.

Secondary Market Trading

The Book-Entry Interests will trade through participants of Euroclear and Clearstream and will settle in same day funds. Since the purchase determines the place of delivery, it is important to establish at the time of trading of any Book Entry Interests where both the purchaser's and the seller's accounts are located to ensure that settlement can be made on the desired value date. Special Timing

Considerations

You should be aware that investors will only be able to make and receive deliveries, payments and other communications involving the Notes through Euroclear or Clearstream on days when those systems are open for business.

TAX CONSIDERATIONS

The information provided below does not purport to be a complete analysis of the tax law and practice applicable in Italy and the United States as at the date of this Offering Memorandum and does not purport to address the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

Prospective purchasers of the Notes are advised to consult with their own tax advisors as to the tax consequences of a purchase of Notes including, without limitation, the consequences of receipt of interest and premium paid (if any), and the sale or redemption of the Notes or any interest therein.

The summaries set forth below are based upon, as applicable, Italian or United States law as in effect on the date of this Offering Memorandum and are subject to any change in such law that may take effect after such date, also on a retroactive basis. References in this section to holders of the Notes include the beneficial owners of the Notes. Terms defined under each subsection related to Italian and United States tax law below only have such meanings as defined therein for such respective section. The statements regarding the Italian and United States laws and practices set forth below assume that the Notes will be issued, and the transfers thereof will be made, in accordance with the Indenture.

Certain Italian Tax Considerations

The statements herein regarding Italian taxation are based on the laws in force in the Republic of Italy and on published practices of the Italian tax authorities in effect in Italy as of the date of this Offering Memorandum 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 the Republic of Italy for tax purposes, is structured and conducts its business in the manner outlined in this Offering Memorandum. Changes in the Issuer's organizational 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 EU Member States or States that are parties to the European Economic Area Agreement ("**EEA States**") which allow a satisfactory exchange of information with Italy, as listed in the Decree of the Minister of Finance of September 4, 1996, as amended and supplemented by Italian Ministerial Decree dated March 23, 2017 and possibly in any further future decree that will be issued pursuant to Article 11 (4)(c) of Decree No. 239 (the White List). 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 purchasers of the Notes 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 forth the Italian tax regime applicable to interest, premium and other income (including the difference between the redemption amount and the issue price, hereinafter collectively referred to as "**Interest**") from notes that are issued, *inter alia*, by:

a) joint-stock corporations that are resident in Italy for tax purposes and whose shares are admitted to trading on a regulated market or on a multilateral trading facility of (i) an EU Member State, or (ii) an EEA State that is included in the White List; or

b) other companies that are resident for tax purposes in Italy if the notes are admitted to trading on a regulated market or on a multilateral trading facility of (i) an EU Member State, or (ii) an EEA State that is included in the White List; or

c) if not traded on the aforementioned markets or multilateral trading platforms, when such notes are held by "qualified investors" pursuant to article 100 of Legislative Decree No. 58 of February 24, 1998,

Provided that the notes fall within the category of bonds (*obbligazioni*) or bond-like securities (*titoli similari alle obbligazioni*).

For these purposes, under Article 44(2)(c) of Presidential Decree No. 917 of December 22, 1986 ("**Decree No. 917**"), bonds and bond-like securities (*titoli similari alle obbligazioni*) are securities that incorporate an unconditional obligation for the Issuer to pay, at maturity (or at any earlier full redemption of the securities), an amount not lower than

their nominal/par value/principal and that do not grant the holder any direct or indirect right of participation in (or control on) the management of the Issuer or of the business in connection with which these securities are issued.

Italian resident Noteholders

Noteholders not Engaged in an Entrepreneurial Activity

Where an Italian resident beneficial owner of the Notes (a "**Noteholder**") is:

(a) an individual not engaged in an entrepreneurial activity to which the Notes are connected;

(b) a non-business partnership (other than *società in nome collettivo, società in accomandita semplice* or similar partnerships), or a *de facto* partnership not carrying out commercial activities and professional associations;

(c) a non-business private or public entity (other than Italian undertakings for collective investment); or

(d) an investor exempt from Italian corporate income tax,

then Interest derived from the Notes, and accrued during the relevant holding period, is subject to a tax withheld at source (*imposta sostitutiva*) levied at the rate of 26%, unless the relevant Noteholder holds the Notes in a discretionary investment portfolio managed by an authorised intermediary and, if meeting the relevant conditions, has validly opted for the application of the "*Risparmio Gestito*" regime provided for by Decree No. 461. In such latter case the Noteholder is subject to a 26% annual substitute tax on the increase in value of the managed assets accrued at the end of each fiscal year (which increase would include Interest accrued on the Notes). 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*" below.

Subject to certain conditions (including minimum holding period requirement) and limitations, interest, premium and other income relating to the Notes may be exempt from any income taxation (including from the 26% *imposta sostitutiva*) if the Noteholders are Italian resident individuals not engaged in entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of June 30, 1994 and Legislative Decree No. 103 of February 10, 1996 and the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets all the requirements set forth in Article 1(100-114) of Law No. 232 of December 11, 2016 ("**Finance Act 2017**") and in Article 1(210-215) of Law No. 145 of December 30, 2018 ("**Finance Act 2019**").

Noteholders Engaged in an Entrepreneurial Activity

In the event that the Italian resident Noteholders described under clauses (a) and (c) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax. Interest will be subject to *imposta sostitutiva* on a provisional basis and will then be included in the relevant beneficial owner's income tax return. As a consequence, Interest will be subject to the ordinary income tax and *imposta sostitutiva* may be recovered as a credit that can be offset against the income tax due.

If a Noteholder is an Italian resident company or similar business entity, a business partnership, or a permanent establishment in Italy of a non-resident 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*. Interest must, however, be included in the relevant Noteholder's income tax return and is therefore subject to IRES and, in certain circumstances, depending on the "status" of the Noteholder, also to IRAP.

Italian Real Estate Alternative Investment Funds (Real Estate Investment Funds and Real Estate SICAFs)

Under Law Decree No. 351 of September 25, 2001 ("**Decree No. 351**"), converted into law with amendments by Law No. 410 of November 23, 2001, Article 32 of Law Decree No. 78 of May 31, 2010, converted into law with amendments by Law No. 122 of July 30, 2010, and Article 2(1)(c) of Decree No. 239, payments of Interest deriving from the Notes to Italian resident real estate investment funds are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of the Italian real estate investment fund, provided that the Notes, together with the relevant coupons, are timely deposited with an authorised intermediary. However, a withholding tax or a substitute tax at the rate of 26% will generally apply to income realised by unitholders in the event of distributions, redemption or sale of the units.

Subject to certain conditions, income realised by Italian real estate investment funds is attributed *pro rata* to the Italian resident unitholders irrespective of any actual distribution on a tax transparency basis.

Under Article 9 of Legislative Decree No. 44 of March 4, 2014 ("**Decree No. 44**"), the above regime applies also to Interest payments made to closed-ended real estate investment companies (*società di investimento a capitale fisso immobiliari*, or "**Real Estate SICAFs**") which meet the requirements expressly provided by applicable law.

Undertakings for Collective Investment (Funds, SICAFs and SICAVs)

If an Italian resident Noteholder is an open-ended or a closed-ended collective investment fund ("**Fund**") other than a real estate investment fund, a closed-ended investment company (*società di investimento a capitale fisso*, or "**SICAF**")

other than a Real Estate SICAF or an open-ended investment company (*società di investimento a capitale variabile*, or "**SICAV**") established in Italy and either (i) the Fund, the SICAF or the SICAV or (ii) their manager is subject to supervision by the competent regulatory authority and the Notes are deposited with an authorised intermediary, Interest accrued during the holding period on the Notes will not be subject to *imposta sostitutiva*. Interest must, however, be included in the management results of the Fund, the SICAF or the SICAV accrued at the end of each tax period. The Fund, the SICAF or the SICAV will not be subject to imposta sostitutiva, but a withholding tax of 26% will be levied, in certain circumstances, on proceeds distributed in favour of unitholders or shareholders by the Fund, the SICAF or the SICAV.

Pension Funds

If an Italian resident Noteholder is a pension fund (subject to the regime provided for by Article 17 of Legislative Decree No. 252 of December 5, 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 *imposta sostitutiva*, but must be included in the result of the pension fund as calculated at the end of the tax period, which will be subject to a 20% substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, interest, premium and other income relating to the Notes may be excluded from the taxable base of the 20% substitute tax if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth in Article 1(100-114) of Finance Act 2017 and in Article 1(210-215) of Finance Act 2019.

Application of Imposta Sostitutiva

Under Decree No. 239, 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 Economy and Finance (each, an "**Intermediary**" for the purposes of this paragraph).

An Intermediary must (a) be resident in the Republic of Italy or be a permanent establishment in the Republic of Italy of a non-Italian resident financial intermediary or an organization or a company not resident in the Republic of Italy, acting through a system of centralised administration of securities and directly connected with the Department of Revenue of the Ministry of Economy and Finance (which includes Euroclear and Clearstream) having appointed an Italian representative for the purposes of Decree No. 239, and (b) intervene, 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 of the ownership of the relevant Notes or in a change of the Intermediary with which the Notes are deposited. If the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any Italian financial intermediary (or permanent establishment in Italy of a non-resident financial intermediary) paying Interest to a Noteholder or, absent that, by the Issuer.

Non-Italian Resident Noteholders

If the Noteholder is a non-Italian resident without a permanent establishment in the Republic of Italy to which the Notes are effectively connected, an exemption from the *imposta sostitutiva* applies provided that the non-Italian resident beneficial owner is:

(a) resident, for tax purposes, in a country which is included in the White List; or

(b) an international body or entity set up in accordance with international agreements which have entered into force in the Republic of Italy; or

(c) a central bank or an entity which manages, *inter alia*, official reserves of a foreign State (including sovereign wealth funds); or

(d) an "institutional investor", whether or not subject to tax, which is established in a country included in the White List, even if it does not possess the status of a taxpayer in its own country of establishment.

In order to ensure gross payment, non-Italian resident Noteholders without a permanent establishment in the Republic of Italy to which the Notes are effectively connected must be the beneficial owners of the payments of Interest and must timely deposit the Notes together with the coupons relating to such Notes directly or indirectly with:

(a) an Italian or foreign bank or financial institution (there is no requirement for the bank or financial institution to be 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

(b) an Italian resident bank or SIM, or a permanent establishment in Italy of a non-resident bank or brokerage company (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**"). Organizations and companies that are not resident of Italy, acting through a system of centralized administration of securities and directly connected with the Department of Revenue of the Italian Ministry of Economy and Finance (which include Euroclear and Clearstream) 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 February 24, 1998) for the purposes of the application of Decree No. 239. In the event that a non-Italian resident Noteholder deposits the 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:

(a) the deposit of the Notes, either directly or indirectly, with an institution which qualifies as a Second Level Bank; and

(b) the submission, at the time or before the deposit of the Notes, to the First Level Bank or the Second Level Bank (as the case may be) of an affidavit by the relevant Noteholder (*autocertificazione*), to be provided only once, in which it declares, *inter alia*, that it is the beneficial owner of any interest on the Notes and it is eligible to benefit from the exemption from the *imposta sostitutiva*.

This affidavit, which is required neither for international bodies or entities set up in accordance with international agreements that have entered into force in Italy nor for foreign central banks or entities which manage, *inter alia*, official reserves of a foreign State, must comply with the requirements set forth by the Italian Ministerial Decree of December 12, 2001 and is valid until withdrawn or revoked (unless some information provided therein has changed). The affidavit need not be submitted if a certificate, declaration or other similar document for the same or equivalent purposes was previously submitted to the same depository.

The *imposta sostitutiva* will be applicable at the rate of 26% to Interest paid to Noteholders who do not qualify for the exemption or do not timely and properly comply with set requirements.

Noteholders who are subject to the *imposta sostitutiva* might, nevertheless, be eligible for full or partial relief under an applicable tax treaty, provided that the relevant conditions are satisfied (including documentary fulfilments).

Tax Treatment of Capital Gains

Italian Resident (and Italian Permanent Establishment) Noteholders

Noteholders Not Engaged in an Entrepreneurial Activity

If an Italian resident Noteholder is (i) an individual not engaged in an entrepreneurial activity to which the Notes are connected, (ii) a non-business partnership, (iii) a non-business private or public entity, any capital gain realised by such Noteholder from the sale or redemption of the Notes would be subject to a capital gain tax ("**CGT**"), levied at the rate of 26%. Noteholders may set off any losses against their capital gains subject to certain conditions.

In respect of the application of CGT, taxpayers may opt for any of the three regimes described below.

(a) 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, CGT on capital gains will be chargeable, on a cumulative basis, on all capital gains (net of any incurred capital loss) realized by the Italian resident individual Noteholder holding the Notes. In this instance, "capital gains" means any capital gain not connected with an entrepreneurial activity pursuant to all sales or redemptions of the Notes carried out during any given fiscal year. Italian resident individuals holding the Notes not in connection with an entrepreneurial activity must indicate the overall capital gains realized in any fiscal year, net of any relevant incurred capital loss, in the annual tax return and pay CGT on such gains together with any balance income tax due for such year. Capital losses in excess of capital gains may be carried forward and offset against capital gains realized in any of the four following fiscal years.

(b) 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 CGT separately on capital gains realized on each sale or redemption of the Notes (nondiscretionary investment portfolio regime, "*regime del risparmio amministrato*") (optional). Such separate taxation of capital gains is allowed subject to:

i. the Notes being deposited with Italian banks, SIMs or certain authorised financial intermediaries (including permanent establishments in Italy of non-resident intermediaries); and

ii. an express election for the nondiscretionary investment portfolio regime being timely made in writing by the relevant Noteholder.

The depository must account for CGT in respect of capital gains realised on each sale 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 CGT 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 nondiscretionary investment portfolio regime, any possible capital loss resulting from a sale or redemption of the Notes may be deducted from capital gains subsequently realised, within the same securities management, in the same fiscal year or in the following fiscal years up to the fourth.

Under the nondiscretionary investment portfolio regime, the Noteholder is not required to declare the capital gains / losses in the annual tax return.

(c) Under the discretionary investment portfolio regime (*regime del risparmio gestito*) (optional), any capital gains realised by Italian resident individuals holding the Notes not in connection with an entrepreneurial activity who have entrusted the management of their financial assets (including the Notes) to an authorized intermediary will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 26% substitute tax, to be paid by the managing authorized intermediary. Any decrease in value of the managed assets accrued at the year-end may be carried forward and offset against any increase in value of the managed assets accrued in any of the four following fiscal years.

Subject to certain conditions (including minimum holding period requirement) and limitations, capital gains on the Notes may be exempt from any income taxation (including from the 26% CGT) if the Noteholders are Italian resident individuals not engaged in entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of June 30, 1994 and Legislative Decree No. 103 of February 10, 1996 and the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets all the requirements set forth in Article 1(100-114) of Finance Act 2017 and in Article 1(210-215) of Finance Act 2019.

Noteholders Engaged in an Entrepreneurial Activity

Any gain realised upon the sale or the redemption of the Notes would be treated as part of the taxable business income (and, in certain circumstances, depending on the "status" of the Noteholder, also as part of the net value of the production for IRAP purposes) if realised by an Italian company, a similar business entity (including the Italian permanent establishment of non-resident entities to which the Notes are connected), a business partnership or an Italian resident individual engaged in an entrepreneurial activity to which the Notes are connected.

Italian Real Estate Alternative Investment Funds (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 or Decree No. 44 apply will be subject neither to CGT nor to any other income tax at the level of the real estate investment fund or the Real Estate SICAF (see "*—Tax Treatment of Interest*"). However a withholding tax or a substitute tax at the rate of 26% will generally apply to income realised by unitholders or shareholders in the event of distributions, redemption or sale of units / shares.

Undertakings for Collective Investment (Funds, SICAFs and SICAVs)

Any capital gains realised by a Noteholder which is a Fund, a SICAF (other than a Real Estate SICAF) or a SICAV will not be subject to CGT but will be included in the result of the relevant portfolio accrued at the end of the relevant fiscal year. Such result will not be taxed at the level of the Fund, the SICAF or the SICAV, but income realised by the unitholders or shareholders in case of distributions, redemption or sale of the units / shares may be subject to a withholding tax of 26% (see "*—Tax Treatment of Interest*").

Pension Funds

Any capital gains realised by a Noteholder that is an Italian pension fund (subject to the regime provided for by Article 17 of Decree No. 252 of December 5, 2005) will be included in the result of the pension fund as calculated at the end of the fiscal year, to be subject to a 20% substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, capital gains on the Notes may be excluded from the taxable base of the 20% substitute tax if the Notes are included in a long-term savings account (piano di risparmio a lungo termine) that meets the requirements set forth in Article 1(100-114) of Finance Act 2017 and in Article 1(210-215) of Finance Act 2019.

Non-Italian Resident Noteholders

Capital gains realised by non-Italian resident Noteholders without a permanent establishment in the Republic of Italy to which the Notes are effectively connected upon the sale or the redemption of Notes issued by an Italian resident issuer and traded on regulated markets are subject neither to CGT nor to any other Italian income tax. The exemption applies provided that the non-Italian resident Noteholders file in due course with the authorised financial intermediary an appropriate affidavit (autocertificazione) stating that the Noteholder is not resident in the Republic of Italy for tax purposes and has no permanent establishment in Italy to which the Notes are effectively connected.

Capital gains realised by non-Italian resident Noteholders without a permanent establishment in the Republic of Italy to which the Notes are effectively connected upon the sale or the redemption of Notes issued by an Italian resident issuer not traded on regulated markets are not subject to CGT, provided that the beneficial owner is:

(a) resident in a country included in the White List;

(b) an international entity or body set up in accordance with international agreements which have entered into force in the Republic of Italy;

(c) a central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State (including sovereign wealth funds); or

(d) an "institutional investor", whether or not subject to tax, which is established in a country included in the White List, even if it does not possess the status of a taxpayer in its own country of establishment.

If none of the conditions above is met, capital gains realised by non-Italian resident Noteholders without a permanent establishment in the Republic of Italy to which the Notes are effectively connected upon the sale or the redemption of Notes issued by an Italian resident issuer and not traded on regulated markets may be subject to CGT at the current rate of 26%. However, Noteholders may benefit from an applicable tax treaty with the Republic of Italy providing that capital gains realised upon the sale or the redemption of the Notes may be taxed only in the country of residence of the transferor.

Italian Inheritance and Gift Tax

Subject to certain exceptions, Italian inheritance and gift tax is generally payable on transfers of assets and rights, including the Notes, (i) by reason of death or gift by Italian resident persons (or other transfers for no consideration and the creation of liens on such assets for a specific purpose, including the segregation of assets into a trust), even if the transferred assets are held outside Italy, and (ii) by reason of death or gift by non-Italian resident persons (or other transfers for no consideration and the creation of liens on such assets for a specific purpose, including the segregation of assets into a trust), but only if the transferred assets are held in Italy.

In such event, Italian inheritance and gift tax applies as follows:

(a) at a rate of 4% in case of transfers in favor of the spouse or relatives in direct line on the portion of the global net value of the transferred assets exceeding, for each beneficiary, €1,000,000;

(b) at a rate of 6% in case of transfers in favor of relatives up to the fourth degree or relatives in- aw up to the third degree on the entire value of the transferred assets. Transfers in favor of brothers / sisters are subject to the 6% inheritance and gift tax on the value of the transferred assets exceeding, for each beneficiary, €100,000; and

(c) at a rate of 8% in any other case.

If the beneficiary of any such transfer is a disabled individual, whose handicap is recognised under Law No. 104 of February 5, 1992, the tax is applied only on the value of the assets (including the Notes) received in excess of €1,500,000 at the rates illustrated above, depending on the type of relationship existing between the deceased or the donor and the beneficiary.

With respect to Notes listed on a regulated market, the value for inheritance and gift tax purposes is the average trading price of the last quarter preceding the date of the succession or of the gift (including any accrued interest).

Moreover, an anti-avoidance rule is provided for by Law No. 383/2001 for any gift of transferable security (such as the Notes) which, if sold for consideration, would give rise to capital gains subject to the "*imposta sostitutiva*" provided for by Decree No. 461. In particular, if the donee sells the Notes for consideration within 5 years from the receipt thereof as a gift, the donee is required to pay the relevant "*imposta sostitutiva*" on capital gains as if the gift was not made.

Transfer Tax

Contracts relating to the transfer of securities are subject to a €200 registration tax as follows: (i) public deeds and private deeds with notarized signatures are subject to mandatory registration; and (ii) private deeds are subject to registration only in the case of voluntary registration or if the so-called "*caso d'uso*" occurs or in occurrence of the so-called *enunciazione*.

Stamp Duty

Under Article 13(2bis-2ter) of Presidential Decree No. 642 of October 26, 1972, a 0.20% stamp duty generally applies on communications and reports that Italian financial intermediaries periodically send to their clients in relation to the financial products that are deposited with such intermediaries. The Notes are included in the definition of financial products for these purposes. Communications and reports are deemed to be sent at least once a year even if the Italian financial intermediary is under no obligation to either draft or send such communications and reports.

The stamp duty cannot exceed €14,000.00 for Noteholders other than individuals.

Based on the wording of the law and the implementing decree issued by the Italian Ministry of Economy and Finance on May 24, 2012, the 0.20% stamp duty does not apply to communications and reports that the Italian financial intermediaries send to investors who do not qualify as "clients" according to the regulations issued by the Bank of Italy. Communications and reports sent to this type of investors are subject to the ordinary €2.00 stamp duty for each copy.

The taxable base of the stamp duty is the market value or, in the lack thereof, the nominal value or the redemption amount of any financial product.

Wealth Tax on Financial Products Held Abroad

Under Article 19(18) of Law Decree No. 201 of December 6, 2011, Italian resident individuals holding financial products – including the Notes – outside the Republic of Italy are required to pay a wealth tax at the rate of 0.2%. The

tax is determined in proportion to the period of ownership. This tax is calculated on the market value at the end of the relevant year or, in the lack thereof, on the nominal value or redemption value, or in the case the face or redemption values cannot be determined, on the purchase price of any financial product (including the Notes) held abroad by Italian resident individuals. If the financial products are no longer held on December 31 of the relevant year, reference is made to the value in the period of ownership. A tax credit is generally granted for foreign wealth taxes levied abroad on such financial products. The tax credit cannot be greater than the amount of the Italian tax due. If there is a double tax treaty in force between Italy and the State where the financial products are held that also covers taxes on capital and the treaty provides that only the State of residence should levy taxes on capital on the financial products, no tax credit is granted. In these cases, the taxpayer should request the refund of the wealth taxes paid abroad to the foreign tax authorities.

Certain Reporting Obligations for Italian Resident Noteholders

Under Law Decree No. 167 of June 28, 1990, as subsequently amended and supplemented, individuals, non-business entities and non-business partnerships that are resident in Italy and, during the fiscal year, hold investments abroad or have financial assets abroad (including possibly the Notes) must, in certain circumstances, disclose these investments or financial assets to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as prescribed for the income tax return), regardless of the value of such assets (save for deposits or bank accounts having an aggregate value not exceeding €15,000 threshold throughout the year, which per se do not require such disclosure). The requirement applies also where the persons above, being not the direct holder of the financial assets, are the actual economic owners thereof for the purposes of anti-money laundering legislation.

No disclosure requirements exist for investments and financial assets (including the Notes) under management or administration entrusted to Italian resident intermediaries (Italian banks, SIMs, fiduciary companies or other professional intermediaries, indicated in Article 1 of Law Decree No. 167 of June 28, 1990) and for contracts concluded through their intervention, provided that the cash flows and the income derived from such activities and contracts have been subjected to Italian withholding or substitute tax by the such intermediaries.

General—payments by a Guarantor

According to a certain interpretation, payments on the Notes made by an Italian resident Guarantor under a Guarantee should be treated, in certain circumstances, as payment by the relevant Issuer and should be subject to the tax regime described above. However, there is no authority directly regarding the Italian tax regime of payments on notes made by an Italian resident guarantor. Accordingly, there can be no assurance that the Italian tax authorities will not assert an alternative treatment of such payments or that the Italian courts would not support such an alternative treatment.

In particular, according to a different interpretation, if a Guarantor makes any payments in respect of interest on the Notes (or other amounts due under the Notes other than the repayment of principal under the Notes), it is possible that such payments may be subject to withholding tax at applicable rates, pursuant to Presidential Decree No. 600 of September 29, 1973, subject to such relief as may be available under the provisions of any applicable double taxation treaty, or to any other exemption which may apply.

Certain U. S. Federal Income Tax Considerations

The following is a discussion of certain U. S. federal income tax considerations related to the purchase, ownership and disposition of the Notes, but does not purport to be a complete analysis of all potential tax effects. This discussion is limited to consequences relevant to a U. S. holder (as defined below) except for FATCA (as defined under "*—Foreign Account Tax Compliance Act*"), and does not address the effects of any U. S. federal tax laws other than U. S. federal income tax laws (such as estate and gift tax laws) or any state, local or non-U. S. tax laws. This discussion is based upon the U. S. Internal Revenue Code of 1986, as amended (the "**Code**"), Treasury regulations issued thereunder (the "**Treasury Regulations**"), and judicial and administrative interpretations thereof, each as in effect on the date hereof, and all of which are subject to change, possibly with retroactive effect. No rulings from the U. S. Internal Revenue Service (the "**IRS**") have been or are expected to be sought with respect to the matters discussed below. There can be no assurance that the IRS will not take a different position concerning the tax consequences of the purchase, ownership or disposition of the Notes or that any such position would not be sustained.

This discussion does not address all of the U. S. federal income tax consequences that may be relevant to a holder in light of such holder's particular circumstances, including the impact of the unearned income Medicare contribution tax, or to holders subject to special rules, such as certain financial institutions, U. S. expatriates, insurance companies, individual retirement accounts, dealers in securities or currencies, traders in securities, U. S. holders whose functional currency is not the U. S. dollar, tax-exempt entities, regulated investment companies, real estate investment trusts, partnerships or other pass through entities and investors in such entities, persons liable for alternative minimum tax, U. S. holders that are resident in or have a permanent establishment in a jurisdiction outside the United States and persons holding the Notes as part of a "straddle", "hedge", "conversion transaction" or other integrated transaction. In addition, this discussion is limited to persons who purchase the Notes for cash at original issuance and at their "issue price" (the first price at which a substantial amount of the Notes is sold for money, not including sales to bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) and who hold the Notes as capital assets within the meaning of Section 1221 of the Code.

For purposes of this discussion, a "**U. S. holder**" is a beneficial owner of a Note that is, for U. S. federal income tax purposes, (i) an individual who is a citizen or resident of the United States; (ii) a corporation or any entity taxable as a corporation created or organized in or under the laws of the United States, any state thereof or the District of Columbia; (iii) an estate the income of which is subject to U. S. federal income taxation regardless of its source; or (iv) a trust if (a) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U. S. persons have the authority to control all substantial decisions of the trust or (b) a valid election is in place to treat the trust as a U. S. person.

If any entity or arrangement treated as a partnership for U. S. federal income tax purposes holds the Notes, the U. S. tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partnership. A partnership considering an investment in the Notes, and partners in such a partnership, should consult their tax advisors regarding the U. S. federal income tax consequences of the purchase, ownership and disposition of the Notes.

U. S. holders that use an accrual method of accounting for tax purposes are generally required to include certain amounts in income no later than the time such amounts are reflected on certain financial statements. Such U. S. holders thus may be required to accrue income earlier than would be the case under the general tax rules described below. U. S. holders that use an accrual method of accounting should consult with their tax advisors regarding the potential applicability of this legislation to their particular situation.

Prospective purchasers of the Notes should consult their tax advisors concerning the tax consequences of holding Notes in light of their particular circumstances, including the application of the U. S. federal income tax considerations discussed below, as well as the application of U. S. federal estate and gift tax laws, the U. S. federal Medicare tax on net investment income and state, local, non-U. S. or other tax laws.

Characterization of the Notes

In certain circumstances (see "*Description of the Notes—Optional Redemption*", "*Description of the Notes—Optional Redemption upon Certain Tender Offers*", "*Description of the Notes—Mandatory Partial Redemption*" and "*Description of the Notes—Change of Control*") the Issuer may be obligated to make payments on the Notes in excess of their stated principal amount and stated interest or to redeem the Notes prior to their maturity date. The Issuer intends to take the position, to the extent that is required to take a position, that the Notes should not be treated as contingent payment debt instruments because of the possibility of these payments or redemptions. If the IRS successfully challenged this position, and the Notes were treated as contingent payment debt instruments, U. S. holders could be required to accrue interest income at a rate higher than the stated interest rate on the Note, to treat as ordinary income, rather than capital gain, any gain recognized on a sale, exchange or redemption of a Note, and to recognize foreign currency exchange gain or loss with respect to such income. U. S. holders are urged to consult their own tax advisors regarding the potential application to the Notes of the contingent payment debt instrument rules and the consequences thereof.

Payments of Stated Interest

Payments of stated interest on the Notes (including any Additional Amounts paid in respect of withholding taxes and without reduction for any amounts withheld) generally will be includible in the gross income of a U. S. holder as ordinary interest income at the time the interest is received or accrued, in accordance with such U. S. holder's method of accounting for U. S. federal income tax purposes.

A U. S. holder that uses the cash method of accounting for U. S. federal income tax purposes and that receives a payment of stated interest on the Notes will be required to include in income (as ordinary income) the U. S. dollar value of the euro interest payment (translated at the spot rate of exchange on the date such payment is received) regardless of whether the payment is in fact converted to U. S. dollars at such time, and this U. S. dollar value will constitute the U. S. holder's tax basis in the euros received.

A U. S. holder that uses the accrual method of accounting for U. S. federal income tax purposes (or who otherwise is required to accrue interest prior to receipt) may determine the amount of income recognized with respect to such interest using two methods. Under the first, a U. S. holder will be required to include in income (as ordinary income) the U. S. dollar value of the amount of stated interest income in euro that has accrued with respect to its Notes during an accrual period. The U. S. dollar value of such euro denominated accrued interest will be determined by translating such amount at the average spot rate of exchange for the accrual period or, with respect to an accrual period that spans two taxable years, at the average spot rate of exchange for the partial period within each taxable year. Under the second method, an accrual basis U. S. holder may elect to translate such accrued interest income into U. S. dollars at the spot rate of exchange on the last day of the interest accrual period or, with respect to an accrual period that spans two taxable years, at the spot rate of exchange on the last day of the taxable year. Alternatively, if the last day of an accrual period is within five business days of the date of receipt of the accrued interest, a U. S. holder that has made the election described in the prior sentence may translate such interest at the spot rate of exchange on the date of receipt of the interest. The above election will apply to other debt instruments held by an electing U. S. holder and may not be changed without the consent of the IRS. A U. S. holder that uses the accrual method of accounting for U. S. federal

income tax purposes will recognize foreign currency exchange gain or loss with respect to accrued interest income on the date such interest is received. The amount of exchange gain or loss recognized will equal the difference, if any, between the U. S. dollar value of the euro payment received (translated at the spot rate of exchange on the date such interest is received) in respect of such accrual period and the U. S. dollar value of the interest income that has accrued during such accrual period (as determined above), regardless of whether the payment is in fact converted to U. S. dollars at such time. Any such exchange gain or loss generally will constitute ordinary income or loss and be treated, for foreign tax credit purposes, as U. S. source income or loss, and generally not as an adjustment to interest income or expense. If a payment received in euros is not immediately converted into U. S. dollars, the later disposition of the euros may give rise to further exchange gain or loss.

Foreign Tax Credit

Stated interest income on a Note generally will constitute foreign source income and generally will be considered "passive category income" in computing the foreign tax credit allowable to U. S. holders under U. S. federal income tax laws. Any non-U. S. withholding tax paid by a U. S. holder at the rate applicable to such holder may be eligible for foreign tax credits (or deduction in lieu of such credits) for U. S. federal income tax purposes, subject to applicable limitations (including holding period and at risk rules). The calculation of foreign tax credits involves the application of complex rules that depend on a U. S. holder's particular circumstances. U. S. holders should consult their tax advisors regarding the availability of foreign tax credits.

Payments of Principal

Payments on the Notes which are amortization payments will be treated as a payment of principal. Except to the extent attributable to fluctuations in currency exchange rates, a U.S. holder generally will not recognize any gain or loss with respect to such payments. Instead, such payment will reduce the U.S. holder's adjusted tax basis in the Notes.

A U.S. holder may recognize foreign currency exchange gain or loss upon the receipt of amortization payments equal to the difference, if any, between the U.S. dollar value of the portion of the amortization treated as a payment of principal, translated at the spot rate of exchange on the date the U.S. holder receives the payment, and the U.S. dollar value of the portion of the amortization treated as a payment of principal, translated at the spot rate of exchange on the date the U.S. holder purchased such Note. Any such gain or loss generally will be U.S. source ordinary income or loss and generally will not be treated as interest income or expense.

Sale, Exchange, Retirement, Redemption or Other Taxable Disposition of Notes

Upon the sale, exchange, retirement, redemption or other taxable disposition of a Note, a U. S. holder generally will recognize gain or loss equal to the difference, if any, between the amount realized upon such disposition (less any amount equal to any accrued but unpaid stated interest, which will be taxable as interest income as discussed above to the extent not previously included in income by the U. S. holder) and such U. S. holder's adjusted tax basis in the Note.

A U. S. holder's adjusted tax basis in a Note will, in general, be the cost of such Note to such U. S. holder and reduced by any payments of principal on the Notes. The cost of a Note purchased with foreign currency will generally be the U. S. dollar value of the foreign currency purchase price translated at the spot rate on the date of purchase. If the applicable Note is treated as traded on an established securities market and the relevant U. S. holder is either a cash basis taxpayer or an accrual basis taxpayer who has made the special election described below, such U. S. holder will determine the U. S. dollar value of the cost of such Note by translating the amount paid at the spot rate of exchange on the settlement date of the purchase.

If a U. S. holder receives foreign currency on a sale, exchange, retirement, redemption or other taxable disposition of a Note, the amount realized generally will be based on the U. S. dollar value of such foreign currency translated at the spot rate of exchange on the date of such taxable disposition. In the case of a Note that is considered to be traded on an established securities market, a cash basis U. S. holder and, if it so elects, an accrual basis U. S. holder, will determine the U. S. dollar value of such foreign currency by translating such amount at the spot rate of exchange on the settlement date of the disposition. The special election available to accrual basis U. S. holders in regard to the purchase or disposition of Notes traded on an established securities market must be applied consistently to all debt instruments held by the U. S. holder from year to year and cannot be changed without the consent of the IRS. An accrual basis U. S. holder that does not make the special election will recognize foreign currency exchange gain or loss to the extent that there are exchange rate fluctuations between the disposition date and the settlement date, and such gain or loss generally will constitute U. S. source ordinary income or loss.

Gain or loss recognized upon the sale, exchange, retirement, redemption or other taxable disposition of a Note that is attributable to fluctuations in currency exchange rates with respect to the principal amount of such Note generally will be U. S. source ordinary income or loss and generally will not be treated as interest income or expense. Such gain or loss generally will equal the difference, if any, between the U. S. dollar value of the U. S. holder's foreign currency purchase price for the Note (reduced by any payments of principal on the Note), translated at the spot rate of exchange on the date the U. S. holder disposes of the Note, and the U. S. dollar value of the U. S. holder's foreign currency purchase price for the Note (reduced by any payments of principal on the Note), translated at the spot rate of exchange on the date the U. S. holder purchased such Note. In addition, upon the sale, exchange, retirement, redemption or other

taxable disposition of a Note, a U. S. holder may recognize foreign currency exchange gain or loss attributable to amounts received with respect to accrued and unpaid stated interest, which will be treated as discussed above under "— *Payments of Stated Interest*". However, upon a sale, exchange, retirement, redemption or other taxable disposition of a Note, a U. S. holder will recognize any foreign currency exchange gain or loss (including with respect to accrued stated interest) only to the extent of total gain or loss realized by such U. S. holder on such disposition.

Any gain or loss recognized upon the sale, exchange, retirement, redemption or other taxable disposition of a Note in excess of foreign currency exchange gain or loss attributable to such disposition generally will be U. S. source gain or loss and generally will be capital gain or loss. Capital gains of non-corporate U. S. holders (including individuals) derived in respect of capital assets held for more than one year are generally eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations, and such losses, if they are above certain thresholds, may require the U. S. holders to file disclosure statements with the IRS.

U. S. holders should consult their tax advisors regarding how to account for payments made in a foreign currency with respect to the acquisition, sale, exchange, retirement or other taxable disposition of a Note and the foreign currency received upon a sale, exchange, retirement or other taxable disposition of a Note.

Information Reporting and Backup Withholding

In general, information reporting requirements will apply to payments of stated interest on the Notes and to the proceeds of the sale or other disposition (including a retirement or redemption) of a Note paid directly to a U. S. holder unless such U. S. holder is an exempt recipient, and, when required, provides evidence of such exemption. Backup withholding may apply to such payments if the U. S. holder fails to provide a correct taxpayer identification number or a certification that it is not subject to backup withholding, or otherwise fails to comply with the applicable requirements of the backup withholding rules.

Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a U. S. holder's U. S. federal income tax liability provided the required information is timely furnished to the IRS.

Tax Return Disclosure Requirements

Treasury Regulations require the reporting to the IRS of certain foreign currency transactions giving rise to losses in excess of a certain minimum amount, such as the receipt or accrual of interest on or a sale, exchange, retirement, redemption or other taxable disposition of a foreign currency note or foreign currency received in respect of a foreign currency note. U. S. holders should consult their tax advisors to determine the tax return disclosure obligations, if any, with respect to an investment in the Notes, including any requirement to file IRS Form 8886 (Reportable Transaction Disclosure Statement).

U. S. holders who are individuals and who own "specified foreign financial assets" with an aggregate value in excess of certain minimum thresholds at any time during the tax year generally are required to file an information report (IRS Form 8938) with respect to such assets with their tax returns. The Notes generally will constitute specified foreign financial assets subject to these reporting requirements, unless the Notes are held in an account at certain financial institutions. Under certain circumstances, an entity may be treated as an individual for purposes of these rules.

U. S. holders are urged to consult their tax advisors regarding the application of the foregoing disclosure requirements to their ownership of the Notes, including the significant penalties for non-compliance.

Foreign Account Tax Compliance Act

Pursuant to Sections 1471 through 1474 of the Code (provisions commonly known as "**FATCA**"), a "foreign financial institution" may be required to withhold U. S. tax on certain "foreign passthru payments" to the extent such payments are treated as attributable to certain U. S. source payments. Obligations issued on or prior to the date that is six months after the date of publication of final U. S. Treasury Regulations defining the term "foreign passthru payment" would be "grandfathered" unless significantly modified after such date. Accordingly, if the Issuer is treated as a foreign financial institution, FATCA would apply to payments on the Notes only if there is a significant modification of the Notes for U. S. federal income tax purposes after the expiration of this grandfathering period. Under recently proposed regulations, any withholding on foreign passthru payments on Notes that are not otherwise grandfathered would apply to passthru payments made on or after the date that is two years after the date of publication in the Federal Register of applicable final regulations defining foreign passthru payments. Taxpayers generally may rely on these proposed regulations until final regulations are issued. Governments including Italy have entered into agreements with the United States to implement FATCA in a manner that may alter the rules described herein. Holders should consult their own tax advisors on how these rules may apply to their investment in the Notes. In the event any withholding under FATCA is imposed with respect to any payments on the Notes, there will be no Additional Amounts payable to compensate for the withheld amount.

PLAN OF DISTRIBUTION

Subject to the terms and conditions set forth in the purchase agreement dated August 1, 2019 (the "**Purchase Agreement**"), by and among the Issuer, AS Roma, the Guarantor and the Initial Purchasers, we have agreed to sell to each Initial Purchaser, and each Initial Purchaser has agreed, severally and not jointly, to purchase from us, together with all other Initial Purchasers, Notes in certain principal amounts.

The Purchase Agreement provides that the obligations of the Initial Purchasers to pay for and accept delivery of the Notes are subject to, among other conditions, the delivery of certain legal opinions by their counsel. The Issuer has agreed, subject to certain limited exceptions, that during the period from the date hereof through and including the date that is 60 days after the date the Notes are issued, to not, without having received prior written consent provided for in the Purchase Agreement, offer, sell, contract to sell or otherwise dispose of any securities issued or guaranteed by the Issuer that are substantially similar to the Notes.

The Initial Purchasers initially propose to offer the Notes for resale at the issue price that appears on the cover of this Offering Memorandum. After the initial offering of the Notes, the Initial Purchasers may change the prices at which the Notes are offered and any other selling terms at any time without notice. The Initial Purchasers may offer and sell the Notes through certain of their affiliates, including in respect of sales into the United States. The Initial Purchasers reserve the right to withdraw, cancel or modify offers to investors and to reject orders in whole or in part.

The Notes have not been and will not be registered under the U. S. Securities Act. The Initial Purchasers have agreed that they will only offer or sell the Notes (1) outside the United States to non-U. S. persons in offshore transactions in reliance on Regulation S and (2) in the United States to qualified institutional buyers in reliance on Rule 144A. The terms used above have the meanings given to them by Regulation S and Rule 144A.

The Issuer and the Guarantor have agreed that they will not at any time offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any securities under circumstances in which such offer, sale, pledge, contract or disposition would cause the exemption afforded by Section 4(a)(2) of the U. S. Securities Act or the safe harbors of Rule 144A and Regulation S to cease to be applicable to the offer and sale of the Notes.

In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of such Notes within the United States by a dealer (whether or not participating in the offering of the Notes) may violate the registration requirements of the U. S. Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A or pursuant to another exemption from registration under the U. S. Securities Act.

Persons who purchase Notes from the Initial Purchasers may be required to pay stamp duty, taxes and other charges in accordance with the laws and practice of the country of purchase in addition to the offering price set forth on the cover page hereof. See "*Tax Considerations*."

The Initial Purchasers have advised us that they intend to make a market in the Notes as permitted by applicable law. The Initial Purchasers are not obligated, however, to make a market in the Notes, and any market making activity may be discontinued at any time at the sole discretion of the Initial Purchasers without notice. In addition, any such market making activity will be subject to the limits imposed by the U. S. Securities Act and the U. S. Exchange Act. Accordingly, we cannot assure you that any market for the Notes will develop, that it will be liquid if it does develop, or that you will be able to sell any Notes at a particular time or at a price which will be favorable to you.

In connection with the offering of the Notes, the Stabilizing Manager, or persons acting on its behalf, may engage in transactions that stabilize, maintain or otherwise affect the price of the Notes. Specifically, the Stabilizing Manager, or persons acting on its behalf, may bid for and purchase Notes in the open markets to stabilize the price of the Notes. The Stabilizing Manager, or persons acting on its behalf, may also over allot the offering of the Notes, creating a syndicate short position, and may bid for and purchase Notes in the open market to cover the syndicate short position. In addition, the Stabilizing Manager, or persons acting on its behalf, may bid for and purchase Notes in market making transactions as permitted by applicable laws and regulations and impose penalty bids. These activities may stabilize or maintain the respective market price of the Notes above market levels that may otherwise prevail. The Stabilizing Manager is not required to engage in these activities, and may end these activities at any time. Accordingly, no assurances can be given as to the liquidity of, or trading markets for, the Notes.

The Initial Purchasers expect to make offers and sales both inside and outside the United States through their selling agents. Any offers and sales in the United States will be conducted by broker-dealers registered with the U. S. Securities and Exchange Commission.

Each Initial Purchaser has also agreed that (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer and the Guarantor; and (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

No action has been taken in any jurisdiction, including the United States, by us or the Initial Purchasers that would permit a public offering of the Notes or the possession, circulation or distribution of this Offering Memorandum or any other material relating to us, the Group or the Notes in any jurisdiction where action for the purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Offering Memorandum nor any other offering material or advertisements in connection with the Notes may be distributed or published, in or from any country or jurisdiction, except in compliance with any applicable rules and regulations of any such country or jurisdiction. This Offering Memorandum does not constitute an offer to purchase or a solicitation of an offer to sell in any jurisdiction where such offer or solicitation would be unlawful. Persons into whose possession this Offering Memorandum comes are advised to inform themselves about and to observe any restrictions relating to the offering of the Notes, the distribution of this Offering Memorandum and resales of the Notes. Please see the section entitled "*Notice to Investors*".

The Issuer and the Guarantor have both agreed to indemnify the Initial Purchasers against certain liabilities, including liabilities under the U. S. Securities Act. The Issuer will pay the Initial Purchasers a commission and pay certain fees and expenses relating to the offering of the Notes.

It is expected that delivery of the Notes will be made against payment therefor on or about the date specified as the Issue Date of this Offering Memorandum, which will be the fifth business day following the date of pricing of the Notes (such settlement being herein referred to as "**T+5**"). Under Rule 15(c)6-l under the Exchange Act, trades in the secondary market generally are required to settle in two business days, unless the parties to any such trades expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes on the date of pricing or the next succeeding business day will be required, by virtue of the fact that the Notes initially will settle in T+5, to specify an alternate settlement cycle at the time of any such trade to prevent failed settlement. Purchasers of the Notes who wish to trade the Notes on the date of pricing or the next succeeding business day should consult their own adviser.

The Initial Purchasers and their affiliates are full-service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. Goldman Sachs International and its affiliates have from time to time performed certain investment banking and other financial services for us, our affiliates or our former affiliates for which they received customary fees and reimbursement of expenses. In particular, Goldman Sachs International or certain of its affiliates acted as mandated lead arranger under the Existing Facility, which will be repaid in full with a portion of the proceeds of the Notes and canceled in connection with the Refinancing Transactions, and will therefore receive a portion of the proceeds of the offering of the Notes. Moreover, Unione di Banche Italiane S.p.A. or certain of its affiliates will act as security agent under the Indenture and as account bank in respect of the Secured Accounts.

Goldman Sachs International will be responsible for billing and delivery activities to be carried out on or around the Issue Date.

NOTICE TO INVESTORS

You are advised to consult legal counsel prior to making any offer, resale, pledge or other transfer of any of the Notes offered hereby.

The Notes and the Guarantee have not been and will not be registered under the U. S. Securities Act of 1933 (the "**U. S. Securities Act**") or the securities laws of any other jurisdiction, and, unless so registered, may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U. S. Securities Act and the securities laws of any other applicable jurisdiction. Accordingly, the Notes offered hereby are being offered and sold only to qualified institutional buyers (as defined in Rule 144A under the U. S. Securities Act) in reliance on Rule 144A under the U. S. Securities Act and to non-U. S. persons (as defined in Regulation S) in an offshore transaction outside the United States in reliance on Regulation S under the U. S. Securities Act.

The terms "offshore transaction", "U. S. persons" and "United States" are used with the meanings given to them in Regulation S.

Each purchaser of Notes, by its acceptance thereof, will be deemed to have acknowledged, represented to and agreed with the Issuer and the Initial Purchasers as follows:

(1) The purchaser understands and acknowledges that the Notes and the Guarantee have not been and will not be registered under the U. S. Securities Act or the securities laws of any other state of the United States and that the Notes and the Guarantee are being offered for resale in transactions not requiring registration under the U. S. Securities Act or any other securities laws, including sales pursuant to Rule 144A under the U. S. Securities Act, and, unless so registered, may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the U. S. Securities Act or any other applicable securities laws, pursuant to an exemption therefrom or in any transaction not subject thereto, and in each case in compliance with the conditions for transfer set forth in paragraphs (4) and (5) below.

(2) The purchaser is not an affiliate (as defined in Rule 144 under the U. S. Securities Act) of the Issuer, is not acting on behalf of the Issuer and is either:

   (a) a person in the United States who is a qualified institutional buyer, within the meaning of Rule 144A under the U. S. Securities Act, and aware that any sale of these Notes to you will be made in reliance on Rule 144A under the U. S. Securities Act, and such acquisition will be for your own account or for the account of another qualified institutional buyer; or

   (b) a non-U. S. person (as defined under Regulation S) and is purchasing the Notes in an offshore transaction outside the United States in accordance with Regulation S.

(3) The purchaser acknowledges that none of the Issuer, the Guarantor or the Initial Purchasers or any person representing any of them has made any representation to it with respect to the Issuer or the offer or sale of any of the Notes, other than the information contained in this Offering Memorandum, which Offering Memorandum has been delivered to it and upon which it is relying in making its investment decision with respect to the Notes. It acknowledges that neither the Initial Purchasers nor any person representing the Initial Purchasers makes any representation or warranty as to the accuracy or completeness of this Offering Memorandum. It has had access to such financial and other information concerning the Issuer and the Notes as it has deemed necessary in connection with its decision to purchase any of the Notes, including an opportunity to ask questions of, and request information from, the Issuer and the Initial Purchasers.

(4) The purchaser is purchasing these Notes for its own account, or for one or more investor accounts for which it is acting as a fiduciary or agent, in each case for investment, and not with a view to, or for offer or sale in connection with, any distribution thereof in violation of the U. S. Securities Act or any state or other securities laws, subject to any requirement of law that the disposition of its property or the property of such investor account or accounts be at all times within its or their control and subject to its or their ability to resell such Notes pursuant to Rule 144A, Regulation S or any other available exemption from registration available under the U. S. Securities Act, or in any transaction not subject to the U. S. Securities Act.

(5) The purchaser agrees on its own behalf and on behalf of any investor account for which it is purchasing the Notes, and each subsequent holder of the Notes by its acceptance thereof will be deemed to agree, to offer, sell or otherwise transfer such Notes prior to the date (the "**Resale Restriction Termination Date**") that is, in the case of the Rule 144A Notes, one year after the later of the date of the original issue (or, if later, the issue date of any additional Notes) and the last date on which the Issuer or any of its affiliates were the owner of such Notes (or any predecessor thereof) or, in the case of the Regulation S Notes, 40 days after the later of the original issue date (or, if later, the issue date of any additional Notes) and the last date on which the Notes were first offered to persons other than distributors (as defined in Rule 902 of Regulation S), only (i) to the Issuer, (ii) pursuant to a registration statement that has been declared effective under the U. S. Securities Act, (iii) for so long as the Notes are eligible for resale pursuant to Rule 144A under the U. S. Securities Act, to a person it reasonably believes is a qualified institutional buyer that purchases for its own account or for the account of a qualified

institutional buyer to whom notice is given that the transfer is being made in reliance on Rule 144A under the U. S. Securities Act, (iv) to non-U. S. persons (as defined under Regulation S) in an offshore transaction outside the United States in compliance with Regulation S under the U. S. Securities Act or (v) pursuant to any other available exemption from the registration requirements of the U. S. Securities Act, subject in each of the foregoing cases to any requirement of law that the disposition of its property or the property of such investor account or accounts be at all times within its or their control and to compliance with any applicable state securities laws, and any applicable local laws and regulations, and further subject to the Issuers' and the Trustee's rights prior to any such offer, sale or transfer (I) pursuant to clause (v) to require the delivery of an opinion of counsel, certification and/or other information satisfactory to each of them and (II) in each of the foregoing cases, to require that a certificate of transfer in the form appearing on the reverse of the security is completed and delivered by the transferor to the Trustee. The foregoing restrictions on resale will not apply subsequent to the Resale Restriction Termination Date.

(6) Each purchaser acknowledges that each Note will contain a legend substantially to the following effect:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U. S. SECURITIES ACT OF 1933, AS AMENDED (THE "**U. S. SECURITIES ACT**"), OR OTHER SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION UNLESS THE TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE U. S. SECURITIES ACT.

THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE U. S. SECURITIES ACT) OR (B) IT IS NOT A U. S. PERSON AND IS ACQUIRING THIS NOTE IN AN "OFFSHORE TRANSACTION" PURSUANT TO RULE 904 OF REGULATION S UNDER THE U. S. SECURITIES ACT, (2) AGREES THAT IT WILL NOT, ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR FOR WHICH IT HAS PURCHASED SECURITIES TO, PRIOR TO (X) THE DATE WHICH IS, IN THE CASE OF THE RULE 144A NOTES: ONE YEAR AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF (OR IF LATER, THE ISSUE DATE OF ANY ADDITIONAL NOTES) AND THE LAST DATE ON WHICH THE ISSUER OR ANY AFFILIATE OF THE ISSUER WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF SUCH NOTE), IN THE CASE OF THE REGULATION S NOTES: 40 DAYS AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF (OR IF LATER, THE ISSUE DATE OF ANY ADDITIONAL NOTES) AND THE DATE ON WHICH THIS NOTE (OR OF ANY PREDECESSOR OF THIS NOTE) WAS FIRST OFFERED TO PERSONS OTHER THAN DISTRIBUTORS (AS DEFINED IN RULE 902 OF REGULATION S) IN RELIANCE ON REGULATION S, AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW (THE "**RESALE RESTRICTION TERMINATION DATE**"), OFFER, SELL OR OTHERWISE TRANSFER THIS NOTE EXCEPT (A) TO THE ISSUER, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE U. S. SECURITIES ACT, (C) FOR SO LONG AS THE NOTES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE U. S. SECURITIES ACT, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE U. S. SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) TO NON-U. S. PERSONS PURSUANT TO OFFERS AND SALES THAT OCCUR OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE U. S. SECURITIES ACT OR (E) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE U. S. SECURITIES ACT, SUBJECT IN EACH OF THE FOREGOING CASES TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF ITS PROPERTY OR THE PROPERTY OF SUCH INVESTOR ACCOUNT OR ACCOUNTS BE AT ALL TIMES WITHIN ITS OR THEIR CONTROL AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS AND ANY APPLICABLE LOCAL LAWS AND REGULATIONS AND FURTHER SUBJECT TO THE ISSUERS' AND THE TRUSTEE'S RIGHTS PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER (I) PURSUANT TO CLAUSE (E) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM AND (II) IN EACH OF THE FOREGOING CASES, TO REQUIRE THAT A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRANSFER AGENT AND/OR REGISTRAR AND (3) AGREES THAT IT WILL GIVE TO EACH PERSON TO WHOM THIS SECURITY IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND. IN THE CASE OF REGULATION S NOTES: BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U. S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U. S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

If the purchaser purchases Notes, it will also be deemed to acknowledge that the foregoing restrictions apply to holders of beneficial interests in these Notes as well as to holders of these Notes.

(1) The purchaser agrees that it will give to each person to whom it transfers the Notes notice of any restrictions on the transfer of such Notes, in substantially the form of the above legend.

(2) The purchaser acknowledges that neither the Registrar nor the Transfer agent will be required to accept for registration or transfer any Notes acquired by it except upon presentation of evidence satisfactory to the Issuer, the Registrar and the Transfer Agent that the restrictions set forth therein have been complied with.

(3) The purchaser acknowledges that until 40 days after the commencement of the offering, any offer or sale of the Notes within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the U. S. Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A.

(4) The purchaser acknowledges that the Issuer, the Initial Purchasers and others will rely upon the truth and accuracy of its acknowledgements, representations, warranties and agreements and agrees that if any of the acknowledgements, representations, warranties and agreements deemed to have been made by its purchase of the Notes are no longer accurate, it shall promptly notify the Issuer and the Initial Purchasers. If it is acquiring any Notes as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such investor account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such investor account.

(5) The purchaser understands that no action has been taken in any jurisdiction (including the United States) by the Issuer, the Guarantor or the Initial Purchasers that would result in a public offering of the Notes or the possession, circulation or distribution of this Offering Memorandum or any other material relating to the Issuer or the Notes in any jurisdiction where action for such purpose is required. Consequently, any transfer of the Notes will be subject to the selling restrictions set forth under "*Plan of Distribution*" and "*Notice to Certain Investors*".

(6) The purchaser represents that it understands that the Issuer shall not recognize any offer, sale, pledge or other transfer of the Notes made other than in compliance with the above-stated restrictions.

LEGAL MATTERS

Certain legal matters are being passed upon for the Issuer by DLA Piper UK LLP with respect to matters of U. S. federal law, New York State law and English law, and by DLA Piper Studio Legale Tributario Associato with respect to matters of Italian law and Italian taxation law.

Certain legal matters are being passed upon for the Initial Purchasers by Latham & Watkins LLP with respect to matters of U. S. federal law, New York State law, English law and Italian law.

INDEPENDENT AUDITORS

The financial statements of the Issuer as of and for the fiscal years ended June 30, 2017 and 2018, included elsewhere in this Offering Memorandum and the financial statements of the Issuer as of and for the fiscal year ended June 30, 2016, not included elsewhere in this Offering Memorandum, have been prepared in accordance with IFRS. Such financial statements have been audited by BDO Italia S.p.A. as stated in their 2017 and 2018 independent auditors' reports appearing elsewhere in this Offering Memorandum and 2016 independent auditors' report not appearing elsewhere in this Offering Memorandum. BDO Italia S.p.A. is a Registered Accountant, registered under number 167911 in the Register of Accountancy Auditors (*Registro dei Revisori Legali*) maintained by the Italian Ministry of Economy and Finance.

The consolidated financial statements of AS Roma as of and for the fiscal years ended June 30, 2017 and 2018, included elsewhere in this Offering Memorandum and the consolidated financial statements of AS Roma as of and for the fiscal year ended June 30, 2016 not included elsewhere in this Offering Memorandum, have been prepared in accordance with IFRS. Such consolidated financial statements have been audited by BDO Italia S.p.A. as stated in their June 30, 2017 and 2018 independent auditors' reports appearing in this Offering Memorandum and 2016 independent auditors' report not appearing elsewhere in this Offering Memorandum.

The financial statements of Soccer as of and for the fiscal years ended June 30, 2017 and 2018 and the financial statements of Soccer as of and for the fiscal year ended June 30, 2016 not included elsewhere in this Offering Memorandum, have been prepared in accordance with IFRS. Such financial statements have been audited by BDO Italia S.p.A. as stated in their June 30, 2017 and 2018 independent auditors' report appearing in this Offering Memorandum and 2016 independent auditors' report not appearing elsewhere in this Offering Memorandum.

The unaudited condensed consolidated financial statements of the Issuer as of and for the nine months ended March 31, 2019 and for the nine months ended March 31, 2018, included in this Offering Memorandum, have been prepared in accordance with IAS 34. The unaudited results as of and for the nine month period ended March 31, 2019 have been subject to a limited review by Deloitte & Touche S.p.A. The unaudited results for the nine month period ended March 31, 2018 have been subject to a limited review by BDO Italia S.p.A. Accordingly, the degree of reliance on such information should be restricted in light of the limited nature of the review procedures applied.

The unaudited condensed consolidated financial statements of AS Roma as of and for the nine months ended March 31, 2019 and for the nine months ended March 31, 2018, included in this Offering Memorandum, have been prepared in accordance with IFRS. The unaudited results as of and for the nine month period ended March 31, 2019 have been subject to a limited review by Deloitte & Touche S.p.A. The unaudited results for the nine month period ended March 31, 2018 have been subject to a limited review by BDO Italia S.p.A. Accordingly, the degree of reliance on such information should be restricted in light of the limited nature of the review procedures applied.

The unaudited condensed financial statements of Soccer as of and for the nine months ended March 31, 2019 and for the nine months ended March 31, 2018, included in this Offering Memorandum, have been prepared in accordance with IFRS. The unaudited results for the nine month period ended March 31, 2019 have been subject to a limited review by Deloitte & Touche S.p.A. The unaudited results for the nine month period ended March 31, 2018 have been subject to a limited review by BDO Italia S.p.A. Accordingly, the degree of reliance on such information should be restricted in light of the limited nature of the review procedures applied.

Deloitte & Touche S.p.A. is registered under number 132587 in the Register of Accountancy Auditors (Registro dei Revisori Legal) maintained by the Italian Ministry of Economy and Finance.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

Each purchaser of Notes from an Initial Purchaser will be furnished a copy of this Offering Memorandum and any related amendments or supplements to this Offering Memorandum. Each person receiving this Offering Memorandum and any related amendments or supplements to the Offering Memorandum acknowledges that:

(1) such person has been afforded an opportunity to request from the Issuer and to review, and has received, all additional information considered by it to be necessary to verify the accuracy and completeness of the information herein;

(2) such person has not relied on the Initial Purchasers or any person affiliated with the Initial Purchasers in connection with its investigation of the accuracy of such information or its investment decision; and

(3) except as provided pursuant to clause (1) above, no person has been authorized to give any information or to make any representation concerning the Notes offered hereby other than those contained herein and, if given or made, such other information or representation should not be relied upon as having been authorized by either the Issuer or the Initial Purchasers.

For so long as any of the Notes remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the U. S. Securities Act, the Issuer will, during any period in which it is neither subject to Section 13(a) or 15(d) under the U. S. Exchange Act nor exempt from the reporting requirements under Rule 12g3-2(b) of the Exchange Act, provide to the holder or beneficial owner of such restricted securities, or to any prospective purchaser of such restricted securities designated by such holder or beneficial owner, in each case upon the written request of such holder, the information required to be provided by Rule 144A(d)(4) under the U. S. Securities Act. Any such request should be directed to the Issuer at Via Emilia, 47, 00187 Rome, Italy.

The Issuer is not, as at the date of this Offering Memorandum subject to the periodic reporting and other information requirements of the U. S. Exchange Act. However, pursuant to the Indenture governing the Notes and so long as the Notes are outstanding, the Issuer will furnish periodic information to the holders of the Notes. See "*Description of the Notes—Affirmative Covenants—Reports*". Copies of the Indenture (which include the forms of the Notes), the Intercreditor Agreement and the Security Documents may also be obtained by request to the Issuer.

SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

The Issuer is organized under the laws of the Republic of Italy.

Service of Process

Many of the directors, officers and other executives of the Issuer and the Guarantor are residents or citizens of countries other than the United States. Furthermore, significantly all of the assets of the Issuer and the Guarantor are located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon such persons, the Issuer and the Guarantor or to enforce against them judgments of U. S. courts predicated upon the civil liability provisions of U. S. federal or state securities laws despite the fact that, pursuant to the terms of the Indenture, the Issuer and the Guarantor has appointed, or will appoint, an agent for the service of process in New York. It may be possible for investors to effect service of process within Italy upon those persons or the Issuer and the Guarantor *provided that* The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters of November 15, 1965 is complied with.

Enforcement of Judgments in Italy

The Notes offered hereby are governed by New York law. However, the Issuer's creation and issuance of the Notes (*i.e.* its corporate resolutions) is governed by Italian law.

Recognition and enforcement in Italy of final judgments rendered by U. S. courts, including judgments obtained in actions predicated upon the civil liability provisions of the U. S. federal or state securities laws, may not require retrial and will be enforceable in Italy, provided that pursuant to Article 64 of Italian Law No. 218 of May 31, 1995 (*Riforma del sistema italiano di diritto internazionale privato*), among others, the following conditions are met:

- the U. S. court which rendered the final judgment had jurisdiction upon the relevant matter according to Italian law principles of jurisdiction;
- the relevant summons and complaint was appropriately served on the defendants in accordance with U. S. law and during the proceedings the essential rights of the defendant have not been violated;
- the parties to the proceeding appeared before the court in accordance with U. S. law or, in the event of default by the defendant, the U. S. court declared such default in accordance with U. S. law;
- the judgment is final and not subject to any further appeal in accordance with U. S. law;
- there is no conflicting final judgment rendered by an Italian court;
- there is no action pending in Italy among the same parties for decision on the same matter which commenced prior to the action in the United States; and
- the provisions of such judgment would not violate Italian public policy.

In addition, pursuant to Article 67 of Italian Law No. 218 of May 31, 1995, if a judgment rendered by a U. S. court is not complied with, its recognition is challenged or its compulsory enforcement is necessary, then a proceeding shall be initiated before the competent Court of Appeal in the Republic of Italy to that end. The competent Court of Appeal does not consider the merits of the case but exclusively ascertains the fulfillment of all the conditions set out above.

In original actions brought before Italian courts, the enforceability of liabilities or remedies based solely on the U. S. federal securities law is debatable. In addition, in original actions brought before Italian courts, Italian courts may apply not only Italian rules of civil procedure, but also certain substantive provisions of Italian law that are regarded as mandatory, and may refuse to apply U. S. law provisions or grant some of the remedies sought (e.g., punitive damages) if their application violates any Italian public policies and/or any mandatory provisions of Italian law.

LIMITATIONS ON VALIDITY AND ENFORCEABILITY OF THE GUARANTEE AND THE COLLATERAL AND CERTAIN INSOLVENCY LAW CONSIDERATIONS

The following is a summary of certain limitations on the validity and enforceability of the *Guarantee and the Collateral* and a summary of certain insolvency law considerations in Italy, the jurisdiction where the Issuer is organized. It is a summary only, and proceedings of bankruptcy, insolvency or a similar event could be initiated in any of these jurisdictions and in the jurisdiction of organization of a future guarantor of the Notes. The application of these various laws in multiple jurisdictions could trigger disputes over which jurisdiction's law should apply and could adversely affect your ability to enforce your rights and to collect payment in full under the Notes and the security interests in the Collateral. Prospective investors should consult their own legal advisors with respect to such limitations and considerations.

European Union

The Issuer and the Guarantor are organized under the laws of a Member State of the EU.

Pursuant to Council Regulation (EC) no. 1346/2000 on insolvency proceedings, as amended (the "**EU Insolvency Regulation**"), which applies within the EU, other than Denmark, the courts of the Member State in which a company's "center of main interests" (as that term is used in Article 3(1) of the EU Insolvency Regulation) is situated have jurisdiction to open main insolvency proceedings. The determination of where a company has its "center of main interests" is a question of fact on which the courts of the different Member States may have differing and even conflicting views.

Although there is a presumption under Article 3(1) of the EU Insolvency Regulation that a company has its "center of main interests" in the Member State in which it has its registered office in the absence of proof to the contrary, Preamble 13 of the EU Insolvency Regulation states that the "center of main interests" of a "debtor should correspond to the place where the debtor conducts the administration of its interests on a regular basis and is therefore ascertainable by third parties." The courts have taken into consideration a number of factors in determining the "center of main interests" of a company, including in particular where board meetings are held, the location where the company conducts the majority of its business or has its head office and the location where the majority of the company's creditors are established. The point at which a company's COMI falls to be determined is at the time that the relevant insolvency proceedings are opened.

The EU Insolvency Regulation applies to insolvency proceedings of the types referred to in Annex A to the EU Insolvency Regulation. If the "center of main interests" of a company is in one Member State (other than Denmark) under Article 3(2) of the EU Insolvency Regulation, the courts of another Member State (other than Denmark) have jurisdiction to open insolvency proceedings against that company only if such company has an "establishment" in the territory of such other Member State. An "establishment" is defined to mean a place of operations where the company carries on non-transitory economic activity with human means and goods (Article 2(h) of the EU Insolvency Regulation). This means a fixed place of business and dealings with third parties (as opposed to purely internal administration). The effects of those insolvency proceedings opened in that other Member State are restricted to the assets of the company situated in such other Member State.

Where main proceedings have been opened in the Member State in which the company has its center of main interests, any proceedings opened subsequently in another Member State in which the company has an establishment (secondary proceedings) are limited to "winding up proceedings" listed in Annex B of the EU Insolvency Regulation. Where main proceedings in the Member State in which the company has its center of main interests have not yet been opened, territorial insolvency proceedings can only be opened in another Member State where the company has an establishment if either (a) insolvency proceedings cannot be opened in the Member State in which the company's center of main interests is situated under that Member State's law; or (b) the territorial insolvency proceedings are opened at the request of a creditor which is domiciled, habitually resident or has its registered office in the other Member State or whose claim arises from the operation of the establishment.

The courts of all Member States (other than Denmark) must give to the judgment of the court of the main proceedings the same effect in all Member States so long as no secondary proceedings have been opened there. The liquidator appointed by a court in a Member State which has jurisdiction to open main proceedings (because the company's center of main interests is there) may exercise the powers conferred on him by the law of that Member State in another Member State (such as to remove assets of the company from that other Member State) subject to certain limitations so long as no insolvency proceedings have been opened in that other Member State or any preservation measure taken to the contrary further to a request to open insolvency proceedings in that other Member State where the company has assets.

The EU Insolvency Regulation has been replaced by the Regulation (EU) 2015/848 of the European Parliament and of the Council dated May 20, 2015 (the "**New EU Insolvency Regulation**") which became effective as of June 26, 2015, and which will be applicable to insolvency proceedings opened after June 26, 2017 (subject to certain exceptions). The EU Insolvency Regulation remains applicable to insolvency proceedings opened before that date.

The New EU Insolvency Regulation, among other matters, codifies case law regarding the identification of the center of main interests. Pursuant to Article 3(1) of the New EU Insolvency Regulation, in the case of a company or legal person, the center of main interests is presumed to be located in the country of the registered office in the absence of proof to the contrary. That presumption shall only apply if the registered office has not been moved to another member state within the three-month period prior to the request for the opening of insolvency proceedings. Specifically, the presumption of the center of main interests being at the place of the registered office should be rebuttable if the company's central administration is located in a member state other than the one where it has its registered office, and where a comprehensive assessment of all the relevant factors establishes, in a manner that is ascertainable by third parties, that the company's actual center of management and supervision and the center of the management of its interests is located in that other member state. In this regard, special consideration should be given to creditors and their perception as to where a debtor conducts the administration of its interests. In the event of a shift in the center of main interests, this may require informing the creditors of the new location from which the debtor is carrying out its activities in due course (e.g., by drawing attention to the change of address in commercial correspondence or otherwise making the new location public through other appropriate means). Another change under the New EU Insolvency Regulation focuses on the definition of "establishment" as a prerequisite to open "territorial proceedings" (secondary proceedings). From June 26, 2017 onwards, "establishment" will mean any place of operations where a debtor carries out or has carried out in the three-month period prior to the request to open main insolvency proceedings a non-transitory economic activity with human means and assets. At this stage, it is not possible to conclusively determine what (if any) impact there might be in relation to the Notes.

Republic of Italy

The insolvency laws of Italy may not be as favorable to investors' interests as those of other jurisdictions with which investors may be familiar. In Italy, courts play a central role in the insolvency process. Moreover, in court procedures may be materially more complex and the enforcement of security interests by creditors in Italy can be more time-consuming than in equivalent situations in jurisdictions with which investors may be familiar.

The following is a brief description of certain aspects of insolvency law in Italy, which does not include special provisions applying to banks, insurance and other companies authorized to carry out certain reserved activities (except for the description of certain insolvency proceedings to which they may be subject) nor does it provide a comprehensive description of insolvency laws applicable to public companies.

Recently a comprehensive reform of the Italian insolvency laws and of the regulation of over-indebtedness crises has been introduced ("**2019 Reform**"). In particular, on October 19, 2017, the Italian Senate approved Law No. 155, pursuant to which it has authorized the government to carry out a substantial reform of Italian insolvency laws, on the basis of several guidelines. The purpose of the 2019 Reform was mostly (i) to ensure the rationality of the provisions on insolvency, affected over the years by various amendments (especially in the civil sector) which caused a great degree of legal uncertainty, (ii) to allow early awareness of the financial distress of a business and (iii) to safeguard the business' entrepreneurial potential during a crisis.

On January 10, 2019, the government enacted a new bankruptcy code implementing the guidelines contained in Law No. 155 dated October 19, 2017, which enacts a new comprehensive legal framework in order to regulate, *inter alia*, insolvency matters (so called "**Code of Business Crisis and Insolvency**", the "**BCIC**" or "**Insolvency Code**"). The main amendments included: (i) the elimination of the term "bankruptcy" (*fallimento*) due to its negative connotation and its replacement with a reference to a judicial liquidation (*liquidazione giudiziale*), (ii) the introduction of a definition of state of crisis (*stato di crisi*), (iii) the adoption of the same procedural framework in order to ascertain such state of crisis and to access the different judicial insolvency proceedings provided for by the Insolvency Code, (iv) the adoption of the definition of debtor's COMI (Center of Main Interest) as provided for in the new set of rules concerning group restructurings, (v) the introduction of restrictions relating to the use of the pre-bankruptcy composition with creditors (*concordato preventivo*) in order to favor going-concern restructurings, (vi) a new preventive alert and mediation phase to avoid insolvency, (vii) providing for the jurisdiction of specialized courts over proceedings involving large debtors and (viii) amendments to certain provisions of the Italian Civil Code aimed at ensuring the general effectiveness of the 2019 Reform. Therefore, the practical consequences of its implementation and its potential impact on the existing insolvency proceedings cannot to date be foreseen and significant amendments are expected in the near future that may impact the provisions set forth therein. All types of debtors, with the exception of the State and public entities, will be subject to the procedures set out therein. Indeed, the Insolvency Code shall apply both to natural persons (consumers, professionals and entrepreneurs) and to legal persons (including non-profit companies, organizations and groups of companies).

On February 14, 2019, the Insolvency Code has been published in the official journal. Except for minor changes in some provisions of the Italian Civil Code (and certain express repeals in the criminal sector) which already entered into force on March 16, 2019, the Insolvency Code will enter into force 18 months following its publication in Italy's official journal (*i.e.* August 15, 2020). Until that date, insolvency proceedings will continue to be governed by Italian Royal Decree No. 267 of March 16, 1942 (the "**Italian Bankruptcy Law**"), as in force before.

Certain Italian Insolvency Laws

Leaving aside the 2019 Reform, the Italian Bankruptcy Law saw many reforms in the near past. In particular, material innovations regarding pre-bankruptcy composition and debt restructuring agreements under Article 182-*bis* of the Italian Bankruptcy Law and out-of-court restructuring plans pursuant to Article 67, paragraph 3(d), of the Italian Bankruptcy Law were introduced by Law Decree no. 83 of June 22, 2012, as converted by Law no. 134 of August 3, 2012 (the "**Development Decree**"). The purpose of this reform was to boost the restructuring and reorganization of distressed enterprises in order to cope better with the current financial crisis. To achieve this purpose, the Development Decree has focused mainly on three factors: flexibility of the process, reliability of the restructuring plan and tax appeal.

Amendments to the Italian Bankruptcy Law were also introduced with regard to the pre-bankruptcy composition with creditors by Decree no. 69 of June 21, 2013, which sets out urgent measures aimed at boosting the country's economy (the "**Decreto del Fare**") and includes some important changes to the rules regarding the application introduced by the Development Decree.

A significant reform was approved by the Italian government on June 23, 2015, through a Law Decree containing urgent reforms applicable, *inter alia*, to Italian bankruptcy law (the "**Decree No. 83**"). The Decree No. 83 ("*Urgent reforms concerning Bankruptcy Law, Civil Law, Civil Procedure Law and Court administration*") entered into force in June 2015 and was incorporated into Italian law by Italian Law No. 132 of August 6, 2015 (the "**Law 132**"). Law 132 entered into force on August 21, 2015.

The primary aim of the Italian Bankruptcy Law used to be to liquidate the debtor's assets (with the continuation of the assets as a going-concern (where applicable) only if this would satisfy a creditor's claim). These competing aims have often been balanced by selling businesses as going concerns and ensuring that employees are transferred with the businesses being sold. However, the Italian Bankruptcy Law has been subsequently amended with a view to promoting rescue procedures rather than liquidation, focusing on the continuity and survival of financially distressed businesses and enhancing pre-bankruptcy restructuring options.

Under the Italian Bankruptcy Law, bankruptcy must be declared by a court, based on the insolvency (*insolvenza*) of a company upon a petition filed by the company itself, the public prosecutor and/or one or more creditors. Insolvency occurs when a debtor is no longer able to regularly meet its obligations as they become due. This must be a permanent, not temporary, status of insolvency in order for a court to hold that the company is insolvent.

In cases where a company is facing financial difficulties or temporary cash shortfall and, in general, financial distress, it may be possible for it to enter into out-of-court arrangements with its creditors, which may safeguard the existence of the company, but which are susceptible to being reviewed by a court in the event of a subsequent insolvency, and possibly challenged as voidable transactions. In addition, the following proceedings are available to companies dealing with a crisis and/or facing insolvency under Italian law.

Restructuring outside of a judicial process (concordati stragiudiziali)

Restructuring generally takes place through a formal judicial process because it is more favorable to the debtor and because informal arrangements put in place as a result of an out-of-court restructuring are susceptible of being reviewed by a court in the event of a subsequent insolvency, and may be challenged as voidable transactions. However, in cases where a company is solvent, but facing financial difficulties, it may be possible for it to enter into an out-of-court arrangement with its creditors, which may help to preserve the company.

Out-of-court debt restructuring plan pursuant to Article 67, Paragraph 3, letter d) of the Italian Bankruptcy Law (Piano attestato di risanamento)

Article 67, third paragraph, lett. d) of the Italian Bankruptcy Law provides for an out-of-court restructuring procedure based on a rescue plan (*piano attestato di risanamento*) and is aimed at restructuring the company's indebtedness and ensuring the stability of its financial condition. An independent expert appointed by the debtor and enrolled in the Register of Auditors and Accounting Experts (*Registro dei Revisori Contabili*) has to verify (i) the financial and commercial feasibility of the restructuring plan and the accuracy of the business and accounting data provided by the company and included in the plan, without the need to obtain court approval to appoint the expert. The expert must possess certain specific professional requisites and qualifications and meet the requirements set forth by Article 2399 of the Italian Civil Code. The expert may be liable for misrepresentation or false certification.

The terms and conditions of these plans are freely negotiable, provided that they are finalized at restructuring the debtor's indebtedness and rebalancing its capital structure. Unlike in-court pre-bankruptcy agreement proceedings and debt restructuring agreements, out-of-court debt restructuring plans pursuant to Article 67, Paragraph 3, lett. d) of the Italian Bankruptcy Law do not offer the debtor any protection against enforcement proceedings and/or precautionary actions of third-party creditors. The Italian Bankruptcy Law provides that, should these plans fail and the debtor is subsequently declared bankrupt, the payments and/or acts carried out for the implementation of the debt restructuring agreement, subject to certain conditions: (i) are not subject to claw-back action; and (ii) are exempt from certain potentially applicable criminal sanctions. Neither ratification by the court nor publication in the companies' register are needed (although publication in the companies' register is possible upon a debtor's request and would allow for certain

tax benefits) and, therefore, the risk of bad publicity or disvalue judgments are lower than in case of a court supervised pre-bankruptcy agreement or a debt restructuring agreement.

In order to grant protection against claw-back actions and potential civil and criminal responsibilities, out-of-court debt restructuring plans pursuant to Article 67, Paragraph 3, lett. d) of the Italian Bankruptcy Law must be supported by adequate documentation representing the financial and commercial situation of the company. Moreover, they must be suitable for the purpose of assuring the restructuring of the indebtedness of the debtor and the rebalancing of its financial position and, in case of its failure and subsequent challenge before an Italian court, it must not be deemed as unreasonable.

Debt restructuring agreements with creditors pursuant to Article 182-bis of the Italian Bankruptcy Law (Accordi di ristrutturazione dei debiti)

Under article 182-*bis* of the the Italian Bankruptcy Law, a company that is in financial distress or is insolvent may file before the bankruptcy court an application for the validation (*omologazione*) of a debt restructuring agreement with creditors (*accordo di ristrutturazione dei debiti*) ("**DRA**") representing at least 60% of its aggregate outstanding debts, pursuing the rebalancing of its financial situation (*e.g.* through refinancing, moratoria, write-offs, waivers or tax settlement).

An independent expert appointed by the debtor must assess the truthfulness of the business and accounting data provided by the company and declare that the agreement is feasible and, particularly, that it ensures that the debts of the non-participating creditors can be fully satisfied within a 120 day term from: (i) the date of ratification of the agreement by the court, in the case of debts which are due and payable to the non-participating creditors as of the date of the sanctioning (*omologazione*) of the debt restructuring agreement by the court; and (ii) the date on which the relevant debts fall due, in case of receivables which are not yet due and payable to the non-participating creditors as of the date of the sanctioning (*omologazione*) of the debt restructuring agreement by the court. Only a debtor who is insolvent or in a state of crisis (*i.e.*, facing financial distress which does not yet amount to insolvency) can initiate this process and request the court's sanctioning (*omologazione*) of the debt restructuring agreement entered into with its creditors.

The DRA must be published in the companies' register to become effective in respect of third parties. Creditors and other interested parties may oppose the agreement within 30 days from such publication. The court will, after having settled the oppositions (if any), validate the agreement by issuing a decree, which may be appealed within 15 days of its publication.

The Italian Bankruptcy Law does not expressly provide for any indications concerning the contents of the debt restructuring agreement. The plan can therefore provide, *inter alia*, either for the prosecution of the business by the debtor or by a third party, or the sale of the business to a third party, and may contain refinancing agreements, moratoria, write-offs and/or postponements of claims. The debt restructuring agreement may also contain a proposed tax settlement for the partial or deferred payment of certain taxes.

The Decree No. 83, as amended by Law 132 modified the basis for calculation of the 60% of the outstanding debtor's debt threshold required for courts' sanctioning of debt restructuring agreements (*accordi di ristrutturazione dei debiti*), easing the requirements with respect to financial creditors.

The key features of a DRA

A by-law 60 days moratorium (*automatic stay*) applies starting from the date of publication of the DRA. During the standstill period creditors cannot initiate or continue any interim proceedings or enforcement over the assets of the debtor. Creditors cannot obtain any security interest (unless it is agreed in the DRA) in relation to pre-existing debts. The moratorium can be requested, pursuant to Article 182-*bis*, paragraph 6 of the Italian Bankruptcy Law, from the court by the debtor pending negotiations with creditors (prior to the above-mentioned publication of the agreement), subject to the fulfillment of certain conditions. Such moratorium request must be published in the companies' register and becomes effective as of the date of publication. No dispossession of debtor occurs in respect of a DRA. It is a court-supervised procedure, which can take from a few months up to more than a year (the duration of the proceedings are generally influenced by challenges). Creditors entering into the DRA are not required to receive the same treatment (i.e. they are free to reject the proposal and to protect their interests otherwise) and no cram-down is applicable to third-party not adhering creditors, who shall be fully re-paid within 120 days from validation of the DRA (if the claims are already due and payable at such date) or within 120 days from the respective maturity date.

The court, having verified the completeness of the documentation, sets the date for a hearing within 30 days of the publication and orders the debtor to supply to the creditors the relevant documentation in relation to the moratorium. In such hearing, creditors and other interested parties may file an opposition to the DRA and the court assesses whether the conditions for granting the moratorium have been met and, if the court so determines, orders that no interim relief or enforcement action may be started or continued, nor can security interests (unless agreed) be acquired over the assets of the debtor, and sets a deadline (not exceeding 60 days) within which the restructuring agreement has to be filed. The court's order may be challenged within 15 days of its publication. Within the same deadline of 60 days, an application for *concordato preventivo* (as described below) may be filed, without prejudice to the effect of the moratorium.

Pursuant to the new Article 182-*septies* of the Italian Bankruptcy Law, introduced by the Decree No. 83, as amended by Law 132, debtors whose financial indebtedness (*i.e.* debts with banks or other financial intermediaries) is at least 50% of their total indebtedness are entitled to enter into debt restructuring agreements obtaining the approval of financial creditors representing at least 75% of the aggregate financial claims of the relevant category and ask the court to declare such agreement binding on the dissenting financial creditors belonging to the same category (so called "cram down"), if they (a) hold claims not exceeding 25% of the aggregate value of claims included in a consenting class, (b) have been duly informed of the negotiations relating to the DRA and have been granted the opportunity to participate in good faith, (c) have received complete and updated information on the economic and financial performance of the debtor and (d) are paid an amount at least equal to what would be recoverable according to feasible alternative scenarios. If the abovementioned conditions are met, then the remaining 25% of non-participating financial creditors belonging to the same class of creditors are crammed down; however, crammed down creditors can challenge the deal and refuse to be forced into it, on the basis of the lack of homogeneity of the classes of creditors. Similarly, a standstill agreement (*convenzione di moratoria*) entered into between a debtor and financial creditors representing 75% of that debtor's aggregate financial indebtedness would also bind the non-participating financial creditors, provided that (i) they have been informed of the ongoing negotiations and have been allowed to participate in such negotiations in good faith; and (ii) an expert meeting the requirements provided under Article 67, Paragraph 3, lett. d) of the Italian Bankruptcy Law certifies that the non-consenting banks and financial intermediaries have legal status and economic interests similar to those of the banks and financial intermediaries which have agreed to the moratorium arrangement. The banks and financial intermediaries which have not agreed to the moratorium arrangement may challenge it (*opposizione*) within 30 days after having been notified of the moratorium arrangement.

Such debt restructuring agreements and standstill agreements will not affect the rights of non-financial creditors (e.g., trade creditors), who cannot be crammed down and must be paid within 120 days if not participating to a scheme.

In no case the debt restructuring agreement provided under article 182-*septies* of the Italian Bankruptcy Law or the moratorium arrangement may impose on the non-adhering creditors the performance of new obligations, the granting of new over-draft facilities, the maintenance of the possibility to utilize existing facilities or the utilization of new facilities.

Pursuant to Article 182-*quater* of the Italian Bankruptcy Law, financings granted to the debtor pursuant to the approved DRA (or a *concordato preventivo*) (*finanza in esecuzione*) enjoy priority status in cases of subsequent bankruptcy (such status also applies to financings granted by shareholders, but only up to 80 per cent of such financing). Financing granted "in view of" (*i.e*., before) presentation of a petition for the sanctioning (*omologazione*) of a debt restructuring agreement or a Composition with Creditors (*finanza ponte*) may be granted such priority status provided that it is envisaged by the relevant plan or agreement and that such priority status is expressly recognized by the court in the context of the sanctioning (*omologazione*) of the debt restructuring agreement or the approval of the *concordato preventivo*. Same provisions apply to financings granted by shareholders up to 80% of their amount.

Pursuant to the new Article 182-*quinquies*, first paragraph, of the Italian Bankruptcy Law, the court, pending the sanctioning (*omologazione*) of the DRA or after the filing of the moratorium application pursuant to Article 182-*bis*, paragraph 6, of the Italian Bankruptcy Law or of a petition pursuant to Article 161, Paragraph 6, of the Italian Bankruptcy Law (*concordato in bianco*, described below) may authorize the debtor to (i) obtain new interim financings, having super-priority in the event of a subsequent bankruptcy, if an independent expert appointed by the debtor, having verified the overall financial needs of the company until the sanctioning (omologazione), declares that such new financings are aimed at greater creditors' satisfaction (*finanziamenti interinali*); and (iii) pay debts deriving from the supply of services or goods, already payable and due, provided that, the expert declares that such payment is essential for the keeping of the company's activities and to ensure the best satisfaction for all creditors. In addition, according to the provisions of the Decree No. 83, as amended by Law 132, the aforementioned authorization may be given also before the filing of the additional documentation required pursuant to Article 161, paragraph 6 of the Italian Bankruptcy Law.

Furthermore, according to Article 182-*quinquies*, third paragraph of Italian Bankruptcy Law, pending the sanctioning (*omologazione*) of the debt restructuring agreement pursuant to Article 182-*bis*, Paragraph 1 of the Italian Bankruptcy Law or after the filing of the moratorium application pursuant to Article 182-*bis*, Paragraph 6 of the Italian Bankruptcy Law also in absence of the plan pursuant to Article 161, Paragraph 2, letter (e) of the Italian Bankruptcy Law, the court may also authorize the debtor to incur in new indebtedness, aimed at supporting urgent financial needs related to the company's business (*finanza d'urgenza*). The company, while filing such request of authorization, is required to specify (i) the purpose of the financing; (ii) that it is unable to otherwise obtain the required funds and (iii) that the absence of such financing will entail an imminent and irreparable prejudice to the company. Such indebtedness is treated as super-senior (*crediti prededucibili*) pursuant to Article 111 of the Italian Bankruptcy Law.

The provision of Article 182-*quinques* of the Italian Bankruptcy Law applies to both DRA and to the Compositions with Creditors (*concordato preventivo*) outlined below.

All the acts, payments and guarantees over assets of the distressed company executed and/or performed according to a validated (*omologato*) DRA are exempt from claw-back actions (*revocatoria fallimentare*) in the event of subsequent Bankruptcy.

The exemptions from certain bankruptcy crimes provided under Articles 216, third paragraph (*preferential bankruptcy*), and 217 (*simple bankruptcy*) of the Italian Bankruptcy Law apply, in relation to acts and payments made in accordance with the validated DRA and/or in relation to finance provided under Article 182-*quinquies* upon judicial authorization (in respect of *concordato preventivo*, see below). Such exemption would not apply in relation to the financings obtained "in view" of a DRA (i.e. in order to file the DRA – so called "*finanza ponte*"), provided under Article 182-*quarter* of the the Italian Bankruptcy Law.

Composition with creditors (concordato preventivo)

A company which is insolvent or in a state of crisis (*i.e.*, financial distress which does not yet amount to insolvency) has the option to make a composition proposal to its creditors, under court supervision, in order to compose its overall indebtedness and/or reorganize its business, thereby avoiding a declaration of insolvency and the initiation of bankruptcy proceedings ("**Composition with Creditors**", so called "*concordato preventivo*"). Such composition proposal can be made by a commercial enterprise which exceeds any of the following thresholds: (i) has had assets (*attivo patrimoniale*) in an aggregate amount exceeding €0.3 million for each of the three preceding fiscal years, (ii) gross revenue (*ricavi lordi*) in an aggregate amount exceeding €0.2 million for each of the three preceding fiscal years, and (iii) has total indebtedness in excess of €0.5 million. Only the debtor company can initially file a petition for a *concordato preventivo* with the court based in the location of the company's main office. The debtor shall submit the petition together with, *inter alia*, a restructuring plan containing an analytical description of manner and timing of the fulfillment of the proposal and an independent expert report assessing the feasibility of the composition proposal and the truthfulness of the business and accounting data provided by the company. Plans based on business continuity further require the expert to certify that business continuity would be beneficial for the creditors. The petition for *concordato preventivo* is then published by the debtor in the companies' register and communicated to the public prosecutor.

The composition proposal filed in connection with the petition may provide for: (i) the restructuring and payment of debts and the satisfaction of creditors' claims (provided that, in any case, it shall ensure payment of at least 20% of the unsecured receivables, except for the case of Composition with Creditors with continuity of the going concern (*concordato con continuità aziendale*) pursuant to Article 186-*bis* of the Italian Bankruptcy Law, including through extraordinary transactions, such as the granting to creditors and to their subsidiaries or affiliated companies of shares, bonds (including bonds convertible into shares), or other financial instruments and debt securities); (ii) the transfer to a receiver (*assuntore*) of the operations of the debtor company making the composition proposal; (iii) the division of creditors into classes, provided that each class is composed of creditors having homogeneous legal positions and economic interests; and (iv) different treatment of creditors belonging to different classes. The composition proposal may also contain a proposed tax settlement for the partial or deferred payment of certain taxes.

In order to strengthen the position of the unsecured creditors, Law no. 132 sets forth that a Composition with Creditors proposal with liquidation purpose (*concordato liquidatorio*) (i.e., a pre-Composition with Creditors proposal aiming at transferring all the assets to the creditors and having such assets sold in their interest by the judicial commissioner) must ensure that the unsecured creditors are paid in a percentage of at least 20% of their claims. This provision does not apply to Composition with Creditors proposals based on the continuation of the going concern (*concordato con continuità aziendale*).

Under the Composition with Creditors there is no dispossession of the debtor who accordingly retains management powers under the supervision of a court-appointed official (*commissario giudiziale*) and the delegated judge. From the date of the publication of the petition to the date on which the court sanctions the *concordato preventivo,* the debtor is entitled to operate in the ordinary course of its business, although extraordinary transactions require the prior written approval of the court. During this time, all enforcement ations, precautionary actions and interim measures sought by the creditors, whose title arose beforehand, are stayed ("**Automatic Stay**"). The accrual of interests is suspended for the same timeframe, except for claims secured by pledges, liens or mortgages. Pre-existing creditors cannot obtain security interests (unless authorized by the court) and mortgages registered within the 90 days preceding the date on which the petition for the *concordato preventivo* is published in the companies' register are ineffective against such pre-existing creditors. Any act, payment or security executed or created after the filing of the *concordato preventivo* application and in accordance with its rules and procedures is exempt from claw-back action. The debtor is also exempt from certain bankruptcy crimes provided under Articles 216, third paragraph ("*preferential bankruptcy*"), and 217 ("*simple bankruptcy*") of the Italian Bankruptcy Law, in relation to acts and payments made in execution of the Composition with Creditors and/or in relation to finance provided under Article 182-*quinquies* of the Italian Bankruptcy Law upon judicial authorization. Claims arising from acts lawfully carried out by the distressed company have super priority (*prededucibilità*) in the event of a subsequent bankruptcy (see *Statutory priorities* below). In addition, pursuant to Article 182-*quarter* of Italian Bankruptcy Law, also the claims arising from financing, in any form, granted in execution of the Composition with Creditors (*finanza in esecuzione*) or with the purpose of filing the application for *concordato preventivo* (so called "*finanza ponte*") have legal super priority (*prededucibilità*) in the event of a subsequent bankruptcy, accordingly to Article 111 of Italian Bankruptcy Law. Claims arising from *finanza ponte* have super priority in the event of a subsequent bankruptcy on the condition that the financing is provided by the plan and it is stated in the decree admitting the Composition with Creditors.

The filing of the petition for the concordato preventivo may be preceded by the filing of a preliminary and simplified petition for a *concordato preventivo* (so called *concordato in bianco*, pursuant to Article 161, paragraph 6, of the Italian Bankruptcy Law, as amended by Law Decree No. 69 of June 21, 2013, as converted into Italian Law No. 98 of August 9, 2013). The debtor company may file such petition along with: (i) its financial statements from the latest three financial years; and (ii) the list of creditors with the reference to the amount of their respective receivables, reserving the right to submit the underlying plan, the proposal and all relevant documentation within a period assigned by the court between 60 and 120 days from the date of the filing of the preliminary petition, subject to only one possible further extension of up to 60 days, where there are reasonable grounds for such extension. In advance of such deadline, the debtor may also file a petition for the approval of a debt restructuring agreement (pursuant to Article 182-bis of the Italian Bankruptcy Law). If the court accepts such preliminary petition, it may: (i) appoint a judicial commissioner (*commissario giudiziale*) to overview the company, who, in the event that the debtor has carried out one of the activities under Article 173 of the Italian Bankruptcy Law (e.g., concealment of part of assets, omission to report one or more claims, declaration of nonexistent liabilities or commission of other fraudulent acts), shall report it to the court, which, upon further verification, may reject the petition at court for a concordato preventivo; and (ii) set forth reporting and information duties of the company during the above-mentioned period.

The debtor company may not file such pre-application where it had already done so in the previous two years without the admission to the *concordato preventivo* having followed. The decree setting the term for the presentation of the documentation contains also the periodical information requirements (also relating to the financial management of the company and to the activities carried out for the purposes of the filing of the application and the restructuring plan) that the company has to fulfill, at least on a monthly basis, until the lapse of the term established by the court. The debtor company shall file, on a monthly basis, the company's financial position, which is published, the following day, in the companies' register. Noncompliance with these requirements results in the application for the composition with creditors being declared inadmissible and, upon request of the creditors or the public prosecutor and provided that the relevant requirements are verified, in the adjudication of the distressed company into bankruptcy. If the activities carried out by the debtor company appear to be clearly inappropriate to the preparation of the application and the restructuring plan, the court may, *ex officio*, after hearing the debtor and, if appointed, the judicial commissioner, reduce the time for the filing of additional documents.

Following the filing of the petition for *concordato in bianco* and until the decree of admission to the composition with creditors, the distressed company may (i) carry out acts pertaining to its ordinary activity; and (ii) seek the court's authorization to carry out acts pertaining to its non-recurring activity, to the extent they are urgent. Claims arising from acts lawfully carried out by the distressed company have super priority (*prededucibilità*) in case of subsequent bankruptcy.

In addition, pursuant to Article 182-*quinquies*, third paragraph, of the Italian Bankruptcy Law, new super senior indebtedness authorized by the court, pending the sanctioning (*omologazione*) of the DRA or after the filing of the moratorium application pursuant to Article 182-bis, Paragraph 6 of the Italian Bankruptcy Law also in absence of the plan pursuant to Article 161, Paragraph 2, letter (e) of the Italian Bankruptcy Law, aimed at supporting urgent financial needs related to the company's business (*finanza d'urgenza*) are treated as super-senior (*crediti prededucibili*) pursuant to Article 111 of the Italian Bankruptcy Law. The company shall properly document: (i) the purpose of the financing; (ii) that required funds cannot be obtained otherwise and (iii) that the lack of such funds would damage the company (Article 182-*quinquies*, second paragraph);

The super-seniority of the claims, which arises out of loans granted with a view to allowing the filing of the petition for *concordato in bianco* (*finanza ponte*), is granted, pursuant to Article 111 of the Italian Bankruptcy Law, conditional upon the proposal, the plan and all other required documents being filed within the term set by the court and the company being admitted to the *concordato preventivo* within the same proceeding opened with the filing of the preliminary petition. Super-priority nature shall be expressly provided for by the plan (Article 182-*quarter*, second paragraph, of Italian Bankruptcy Law).

Pursuant to Article 186-*bis* of the Italian Bankruptcy Law, a *concordato preventivo* is based on business continuity (*concordato con continuità aziendale*) if the proposal provides for: (i) the continuation of the business by the debtor; (ii) the sale of the business as a going concern; (iii) or the contribution-in-kind of the business as a going concern to one or more companies (even if newly incorporated). In these cases, the petition for the *concordato preventivo* should fully describe the costs and revenue that are expected as a consequence of the continuation of the business as a going concern, as well as the financial resources and support which will be necessary. The report of the independent expert shall also certify that the continuation of the business is conducive to the satisfaction of creditors' claims to a greater extent than if such composition proposal was not implemented. The plan may provide a moratorium of up to one year from the granting of approval for the payment of creditors secured by pledges, mortgages and liens in relation to pre-existing debts, unless the plan provides for the liquidation of assets secured by pre-emption rights. Existing contracts, even if entered with governmental bodies, are not be terminated by admission to procedure.

Furthermore, the going concern-based arrangements with creditors can provide for, *inter alia*, the winding-up of those assets that are not functional to the business allowed. The composition agreement may also contain a proposed tax settlement for the partial or deferred payment of certain taxes.

Under Article 182-*quinquies*, paragraph 5, of the Italian Bankruptcy Law, a debtor who files for a *concordato preventivo* based on business continuity may request the court to be authorized to pay pre-filing claims relating to the purchase of goods or services if an independent expert certifies that they are essential for business continuity and to ensure the best satisfaction of creditors.

If the court determines that the composition proposal is admissible, it appoints a judge (*giudice delegato*) to supervise the procedure, appoints one or more judicial officers (*commissari giudiziali*) and calls a creditors' meeting. During the implementation of the proposal, the company generally continues to be managed by its board of directors, but is supervised by the appointed judicial officers and judge (who shall authorize all transactions that exceed the ordinary course of business).

Article 163-*bis* of the Italian Bankruptcy Law, introduced by the Decree No. 83, as amended by Law 132, provides that, if the Composition with Creditors plan, pursuant to Article 161, Paragraph 2, letter (e) of the Italian Bankruptcy Law, includes an offer for the sale of the debtor's assets or the sale of a going concern of the debtor to an identified third party, the court shall open a competitive bidding process by decree establishing the terms of participation for the bidders. A bidder's offer is irrevocable. If there is more than one improving offer, the Judge shall open a new competitive bidding process between bidders. The debtor must reform *concordato preventivo* proposal and plan in accordance with results of competitive bidding process.

If the plan filed by the debtor does not ensure the repayment of unsecured claims in an amount at least equal to 40% of their nominal value (if based on liquidation) or 30% (if based on business continuity pursuant to Article 186-*bis*), creditors holding claims representing at least 10% of the aggregate debt (even if the claims have been assigned to the creditors after the filing of the *concordato preventivo* petition) may submit (within 30 days prior to the scheduled hearing) a competing Composition with Creditors proposal (*proposta concorrente*), alternative to the one provided by the debtor. These creditors are entitled to vote on the *proposta concorrente* only if they are located in an independent class. The *proposta concorrente* setting out several classes of creditors shall be submitted to the bankruptcy court in order to verify the accuracy of the criteria used in creating different classes.

The *concordato preventivo* is voted on at a creditors' meeting and must be approved with the favorable vote of (a) the creditors representing the majority of the receivables admitted to vote and, also in the event that the plan provides for more classes of creditors, and (b) the majority of the classes. The Composition with Creditors is approved only if the required majorities of creditors expressly voted in favor of the proposal. Law 132 abrogated the implied consent rule under which those creditors who, being entitled to vote, did not do so and those who did not express their dissent within 20 days of the closure of the minutes of the creditors' meeting are deemed as consenting to the composition with creditors. Under the current regime, creditors who did not exercise their voting rights in the creditors' meeting can do so (even via email) within 20 days of the closure of the minutes of the creditors' meeting and, after such term, creditors who have did not exercise their voting right will be deemed not to approve the *concordato preventivo* proposal. Secured creditors are not entitled to vote on the proposal of *concordato preventivo* unless and to the extent they waive their security, or the *concordato preventivo* provides that they will not receive full satisfaction of the fair market value of their secured assets (such value being assessed by an independent expert), in which case they can vote only in respect of the part of their debt affected by the proposal. The court may also approve the *concordato preventivo* (notwithstanding the circumstance that one or more classes objected to it) if: (i) the majority of classes has approved it; and (ii) the court deems that the interests of the dissenting creditors would be adequately safeguarded through it compared to other solutions. If an objection to the implementation of the *concordato preventivo* is filed by 20% of the creditors or, in case there are different classes of creditors, by a creditor belonging to a dissenting class, entitled to vote, the court may nevertheless sanction the *concordato preventivo* if it deems that the relevant creditors' claims are likely to be satisfied to a greater extent as a result of the *concordato preventivo* than would otherwise be the case.

After the approval of the *Concordato Preventivo* proposal, dissenting creditors (or creditors belonging to a dissenting class) representing 20% or more of the liabilities may file an opposition (*opposizione*), challenging the economic convenience of the plan. In such case, the court has the authority to "cram-down" dissenting creditors, compelling their acceptance of the plan, if it deems that the proposed treatment of their claims is equivalent to what they would recover in a Bankruptcy *scenario*. After the creditors' approval, the bankruptcy court approves the Composition with Creditors and appoints one or more liquidators in order to execute the approved plan, if it has to be realised by way of a transfer of assets. The court may grant special powers to the judicial commissioner to implement the plan if the debtor does not cooperate, including by taking all corporate actions required.

If the creditors' meeting does not approve the *concordato preventivo*, the court may, upon request of the public prosecutor or a creditor, and having decided that the appropriate conditions apply, declare the company bankrupt.

The terms and the performance of oustanding contracts are not automatically affected by *concordato preventivo*. However, pursuant to article 169-*bis* of the Italian Bankruptcy Law, the debtor may request the competent court to be authorized to terminate outstanding agreements (*contratti ancora ineseguiti o non compiutamente eseguiti*), except for certain agreements which are excluded from the scope of the above provision (*e.g.,* employment agreements (*rapporti di lavoro subordinato*), preliminary sale agreements (contratti preliminari di vendita) and real estate lease agreements (*contratti di locazione di immobili*)). The request may be filed with the competent court at the time of the filing of the application for the concordato preventivo or to the judge (*giudice delegato*), if the application is made after admission to the procedure. Upon the debtor's request, the pending agreements can also be suspended for a period of time not

exceeding 60 days, renewable just once. In such circumstances, the other party has the right to receive an indemnification equivalent to the damages suffered for the non-fulfillment of the agreement. Such indemnification would be paid prior to and outside of the admission to the pre-bankruptcy composition.

In the event of a breach of the Composition with Creditors plan or fraud, bankruptcy may follow, at the behest of the bankruptcy court. If the Composition with Creditors is implemented, the debts are discharged and the debtor may return to its usual operations (if the assets of the company are still in his possession). Claims (including claims for repayment of loans) arising in the course of the implementation of the plan (whether before or after approval, conditional upon the bankruptcy court confirming such priority in the decree of admission, are granted the highest priority and must be paid in full.

Concordato Preventivo is compulsory for all creditors prior to the publication of the application in the companies' register. However, creditors retain without prejudice their rights against co-debtors, guarantors of the debtor and other joint and severally liable debtors.

Bankruptcy (fallimento)

Bankruptcy (*fallimento*) is a court-supervised procedure for the liquidation of an insolvent company's assets and for the distribution of the proceeds. It results in the company's dissolution.

A company is declared bankrupt when insolvent. Insolvency, as defined under the Italian Bankruptcy Law, occurs when a debtor is no longer able to regularly meet its obligations with ordinary means as they come due. A request to declare a debtor company bankrupt and to commence bankruptcy proceedings and the judicial liquidation of the debtor company's assets can be filed by (i) the debtor company itself, (ii) any of its creditors, provided that the debts which become overdue during the pre-bankruptcy evidential phase of the procedure amount to no less than €30,000,and (iii) in certain cases, by the public prosecutor.

The bankruptcy is declared by the competent bankruptcy court. The Italian Bankruptcy Law is applicable only to commercial enterprises (*imprenditori commerciali*) if any of the following thresholds are met: the company (i) has had assets (*attivo patrimoniale*) in an aggregate amount exceeding €0.3 million for each of the three preceding fiscal years; (ii) has had gross revenue (*ricavi lordi*) in an aggregate amount exceeding €0.2 million for each of the three preceding fiscal years; and (iii) has total indebtedness in excess of €0.5 million.

Upon the commencement of bankruptcy proceedings, amongst other things:

a) the debtor is dispossessed and the administration of the debtor company and the management of its assets pass from the debtor company to the bankruptcy receiver (*curatore fallimentare*), who manages and disposes of the assets under the direction of the delegated judge. The debtor may no longer validly act in court as claimant or defendant in relation to the assets (Article 43 of the Italian Bankruptcy Law). The bankruptcy receiver is vested with such powers upon the authorization of the delegated judge. However, all pending proceedings in which the debtor is involved are automatically stayed from the date the adjudication is issued and need to be re-initiated by or against the bankruptcy receiver;

b) the payments of all debts and liabilities of the debtor and all the acts, transactions, payments made or received by the insolvent debtor are immediately suspended and formalities with third parties that have been carried out after the declaration of bankruptcy are not effective as regards the creditors of the debtor (Article 45 of Italian Bankruptcy Law);

c) subject to certain exceptions, all actions of creditors are stayed and creditors must file claims within a defined period. In particular, under certain circumstances, secured creditors may enforce against the secured property as soon as their claims are admitted as preferred claims. Secured claims are paid out of the proceeds of the secured assets, together with interest and expenses. Any outstanding balance will be considered unsecured and rank *pari passu* with all of the bankrupt's other unsecured debt. The secured creditor may sell the secured asset only after it has obtained authorization from the designated judge (*giudice delegato*). After hearing the bankruptcy receiver and the creditors' committee, the designated judge decides whether to authorize the sale, and sets forth the timing in its decision;

d) certain payments made, securities given or transactions entered into by the debtor in a certain period before the debtor's submission to a bankruptcy procedure (varying from six months to two years) can be set aside and clawed back if certain conditions are met (Article 67 of Italian Bankruptcy Law);

e) any act of the debtor company done after the declaration of bankruptcy (including payments made and issuance of guarantees) is ineffective against the creditors;

f) the beginning of bankruptcy involves the cessation of all the activities of the company with a view to a sale of all assets. However, the bankruptcy court may order that business operations be continued whenever cessation could cause greater damage to the company, provided that the continuation does not adversely affect the creditors of the bankrupt debtor. If the bankruptcy court authorizes the continuation of the business (*esercizio provvisorio dell'impresa del fallito*), the management of the business is entrusted to the bankruptcy receiver (who may in turn avail himself of qualified third parties for this purpose);

g) the execution of certain contracts and/or transactions pending as of the date of the bankruptcy declaration are suspended until the receiver decides whether to take them over. Although the general rule is that the bankruptcy receiver is allowed to either continue or terminate contracts where some or all of the obligations have not been performed by both parties, certain contracts are subject to specific rules expressly provided for by the Italian Bankruptcy Law.

The bankruptcy proceedings are carried out and supervised by a court-appointed bankruptcy receiver, a deputy judge (*giudice delegato*) and a creditors' committee (*comitato di creditori*). The bankruptcy receiver is not a representative of any one of the creditors, but is responsible for the liquidation of the assets of the debtor for the satisfaction of the creditors as a whole. The proceeds from the liquidation are distributed in accordance with statutory priority rights. The liquidation of a debtor can take a considerable amount of time, particularly in cases where the debtor's assets include real estate. In this respect, Law no. 132 amended the relevant provision of the Italian Bankruptcy Law which sets forth the requirements applicable to the liquidation procedure and as a consequence the timing for the liquidation of a debtor is shortened. The Italian Bankruptcy Law provides for a priority of payment to certain preferential creditors, including administrative costs associated with the bankruptcy proceeding and costs related to the receiver's running of the company, Italian tax and national social security contributions and employee arrears of wages or salary. Such priority of payment is provided under mandatory provisions of Italian law (and, as a consequence, it is untested and it is unlikely that priority of payments such as those commonly provided in intercreditor contractual arrangements would be recognized by an Italian bankruptcy estate to the extent they are inconsistent with the priorities provided by applicable law).

a) ***Bankruptcy composition with creditors (concordato fallimentare).*** A bankruptcy proceeding can terminate prior to liquidation through a bankruptcy composition proposal with creditors. The procedure is aimed at speeding up bankruptcy proceedings and is an alternative to a receiver conducting the liquidation proceedings. Over time it has proved to be more efficient in terms of costs and timing. The relevant proposal can be filed, by one or more creditors or third parties (including a special purpose vehicle formed for that purpose), from the declaration of bankruptcy. By contrast, the debtor or its subsidiaries are only permitted to file such proposal after one year following such declaration, but within two years following the decree giving effectiveness to the liabilities account (*stato passivo*). Secured creditors are not entitled to vote on the proposal of *concordato fallimentare*, unless and to the extent they waive their security or the *concordato fallimentare* provides that they will not receive full satisfaction of the fair market value of their secured assets (such value being assessed by an independent expert), in which case they can vote only in respect of the part of their debt affected by the proposal. If the proposal is approved, the delegated judge orders the bankruptcy receiver to immediately notify the advocate of the approval in order to allow him to seek approval of the plan and furthermore to notify the debtor and any dissenting creditors. In the event that opposition is filed, the Bankruptcy Court, after having verified the regularity of the procedure and the outcome of the vote, approves the in-bankruptcy composition proposal by means of a decree which is final and not subject to appeal.

Under Article 124 of the Italian Bankruptcy Law the proposal may provide for the division of creditors into classes (thereby proposing different treatment among the classes), the restructuring of debts and the satisfaction of creditors' claims in any manner. The Italian Bankruptcy Law does not provide any guidance with respect to the content of a *concordato fallimentare*; thus, it may encompass any kind of transaction to effect the liquidation of the assets of the debtor (e.g. debt-equity swap, sale of assets, business assignments, etc.).

The proposal may provide for the division of creditors into classes (thereby proposing different treatment among the classes), the restructuring of debts and the satisfaction of creditors' claims in any manner. The *concordato fallimentare* proposal must be approved by the creditors' committee and the creditors holding the majority (by value) of claims (and, if classes are formed, also by a majority (by value) of the claims in a majority of the classes). Final court ratification is also required.

Once approved, the *concordato fallimentare* is binding against all non-accepting creditors (cram-down).

b) ***Statutory priorities.*** The statutory priority given to creditors under the Italian Bankruptcy Law may be different from that established in the United States, the United Kingdom and certain other EU jurisdictions. Neither the debtor nor the court can deviate from the rules of statutory priority by proposing their own priorities of claims or by subordinating one claim to another based on equitable subordination principles (as a consequence it must be noted that priority of payments such as those commonly provided in intercreditor contractual arrangements may not be enforceable against an Italian bankruptcy estate to the extent they are inconsistent with the priorities provided by law). The rules of statutory priority apply irrespective of whether the proceeds are derived from the sale of the entire bankrupt's estate or part thereof, or from a single asset.

Article 111 of the Italian Bankruptcy Law establishes that proceeds of liquidation shall be allocated according to the following order:

(i) for payments of "claims with super priority" (*crediti prededucibili*). In general, claims are considered to have super priority when they are so qualified by a specific provision of law or when they arise as part of the bankruptcy (*i.e.*, claims originated in the insolvency proceedings, such as costs related to the procedure). These claims are paid for the entire amount and before other claims (secured, preferred,

unsecured and postergated). Examples of these claims are bankruptcy receiver's fees and costs; the costs of the sale of the assets; the rent for the debtor's offices after adjudication; employees' salaries and social security payments relating to the period after adjudication; attorney's and other advisors' fees. Such claims are satisfied in full (including costs and interests) with the proceeds of the liquidation of movable and immovable debtor's assets, according to their rank (preferred, secured, unsecured), with the exclusion of the proceeds of the sale of assets subject to other creditors' security interests (mortgages and pledges), which are directed to payment of secured creditors;

(ii) for payment of claims that benefit from preferential treatment (*crediti privilegiati in senso ampio* or *crediti prelatizi*), which include creditors who hold a security interest (*creditori ipotecari o pignoratizi*) and creditors who have a preference under law (*creditori privilegiati in senso stretto*), such as the claims of the Italian tax authorities and social security administrators and claims for employee wages. As a general principle, creditors holding a security interest are satisfied from the relevant assets to the exclusion of all other creditors, including secured creditors having a lower rank (e.g. first mortgage over second mortgage). However, the Italian Civil Code contains very detailed rules (Article 2745) regulating priority conflicts between secured and preferred creditors. A mortgagee and a pledgee are entitled to satisfy their claims from the proceeds of the sale of the encumbered assets. Any excess is available for distribution to other creditors (i.e. second mortgages, preferred creditors and unsecured creditors). Where the relevant asset is insufficient to satisfy its claim against the debtor, a creditor will rank as an unsecured creditor for the remainder;

(iii) for the payment of unsecured creditors' claims (*crediti chirografari*). Unsecured creditors have no preference or security and will therefore be paid only if and to the extent any proceeds of the estate remain after all other claims have been satisfied. Unsecured creditors rank *pari passu* among themselves in the estate, in proportion to the size of their claims;

(iv) for the payment of subordinated creditors' claims (*creditori postergati e subordinati*). Subordinated creditors have no preference or security and are subordinated by law or contractual provisions. They shall be paid only if and when all the creditors with an higher rank have been paid in full.

c) **Avoidance powers in insolvency**. A fundamental principle of the Italian Bankruptcy Law is the equal treatment of all creditors ("*par condicio creditorum*"), according to which, absent statutory priorities or security right, no creditor may be paid a higher percentage of his claim than other creditors. A consequence of this principle is not only that the payment of debts by the bankruptcy receiver are strictly regulated, but also that all transactions effected by the debtor over the previous year (or, in certain cases, over the previous six months) are scrutinised and potentially unwound as preferential.

Under Italian law, there are "clawback" or avoidance provisions that may lead to, *inter alia*, the revocation of payments made or security interests granted by the debtor prior to the declaration of bankruptcy. The key avoidance provisions include, but are not limited to, transactions made below market value, preferential transactions and transactions made with a view to defrauding creditors. Clawback rules under Italian law are normally considered to be particularly favorable to the receiver in bankruptcy, compared to the rules applicable in other jurisdictions.

In bankruptcy proceedings, depending on the circumstances, the Italian Bankruptcy Law provides for a clawback period of up to either one year or six months in certain circumstances (please note that in the context of extraordinary administration procedures—see below—in relation to certain transactions, the clawback period can be extended to five and three years, respectively) and a two-year ineffectiveness period for certain other transactions. The Italian Bankruptcy Law distinguishes between acts or transactions that are ineffective by operation of law and acts or transactions that are voidable at the request of the bankruptcy receiver/court commissioner, as detailed below.

a) ***Acts ineffective by operation of law***. (i) under Article 64 of the Italian Bankruptcy Law, subject to certain limited exceptions, all transactions entered into for no consideration are ineffective vis-à-vis creditors if entered into by the debtor in the two-year period prior to the insolvency declaration. Any asset subject to a transaction which is ineffective pursuant to Article 64 of the Italian Bankruptcy Law becomes part of the bankruptcy estate by operation of law upon registration (*trascrizione*) of the declaration of bankruptcy, without needing to wait until the ineffectiveness of the transaction is sanctioned by a court. Any interested person may challenge the registration before the delegated judge as a violation of law, and (ii) under Article 65 of the Italian Bankruptcy Law, payments of debts falling due on the day of the declaration of insolvency or thereafter are deemed ineffective vis-à-vis creditors if made by the debtor in the two-year period prior to the insolvency declaration.

b) **Acts that could be declared ineffective at the request of the bankruptcy receiver/court commissioner.**

(i) The following acts and transactions, if done or made during the period specified below, may be clawed back (*revocati*) *vis-à-vis* the bankruptcy as provided for by Article 67 of the Italian Bankruptcy Law and be declared ineffective unless the other party proves that it had no actual or constructive knowledge of the debtor's insolvency at the time the transaction was entered into:

- the onerous transactions entered into in the year preceding the bankruptcy declaration, where the value of the debt or of the obligations undertaken by the debtor exceeds by 25% the value of the consideration received by and/or promised to the debtor;
- payments of debts, due and payable, made by the debtor, which were not paid in cash or by other customary means of payment in the year preceding the insolvency declaration;
- pledges and mortgages granted by the bankrupt in the year preceding the bankruptcy declaration in order to secure preexisting debts which have not yet fallen due; and
- pledges and mortgages granted by the bankrupt in the six months preceding the bankruptcy declaration, in order to secure debts which had fallen due.

(ii) The following acts and transactions, if done or made during the period specified below, may be clawed back (*revocati*) and declared ineffective if the bankruptcy receiver proves that the other party knew that the bankrupt entity was insolvent at the time of the act or transaction:

- the payments of debts that are immediately due and payable and any onerous transactions entered into or made in the six months preceding the insolvency declaration; and
- the granting of a preferential right for debts simultaneously created (even those of third parties) and made in the six months preceding the insolvency declaration.

The following transactions are exempt from claw-back actions:

- a payment for goods or services made in the ordinary course of business and in accordance with market practice;
- a remittance on a bank account, provided that it does not reduce the bankrupt entity's debt towards the bank in a material and lasting manner;
- a sale, including an agreement for sale registered pursuant to Article 2645-*bis* of the Italian Civil Code, in force as at the date of this Offering Memorandum, made for a fair value and concerning a residential property that is intended as the main residence of the purchaser or the purchaser's family (within three degrees of kinship) or a nonresidential property that is intended as the main seat of the enterprise of the purchaser, on the condition that, as of the date of the insolvency declaration, such activity is actually exercised or the investments for the start of such activity have been carried out;
- transactions entered into, payments made and guarantees granted with respect to the bankrupt entity's goods, provided that they concern the implementation of a *piano di risanamento attestato* (see *"Out-of-court debt restructuring plan* pursuant to Article 67, Paragraph 3, lett. (d) of the Italian Bankruptcy Law" above);
- a transaction entered into, payment made or guarantees granted to implement a *concordato preventivo* (see "*Court-supervised pre-bankruptcy composition with creditors (concordato preventivo*)" above) or an *accordo di ristrutturazione dei debiti* approved under Article 182-bis of the Italian Bankruptcy Law (see "*Debt restructuring agreements with creditors pursuant to Article 182-bis of the Italian Bankruptcy Law (Accordi di ristrutturazione dei debiti)*" above) and transactions entered into, payments made and security interests granted after the filing of the application for a *concordato preventivo* (see above);
- remuneration payments to the bankrupt entity's employees and consultants; and
- a payment of a debt that is immediately due, payable and made on the due date, with respect to services necessary for access to *concordato preventivo* procedures.

The limitation period for initiating claw-back action proceedings is three years from the declaration of bankruptcy or, if earlier, five years from the act or transaction to be clawed back.

In addition, in certain cases, the bankruptcy receiver can request that certain transactions of the bankrupt entity be declared without effect *vis-à-vis* the acting creditors within the Italian Civil Code ordinary clawback period of five years (*revocatoria ordinaria*). Under Article 2901 of the Italian Civil Code, a creditor may demand that transactions through which the bankrupt entity disposed of its assets to the detriment of such creditor's rights be declared ineffective with respect to such creditor, provided that the bankrupt entity was aware of such detriment (or, if the transaction was entered into prior to the date on which the creditor's claim originated, that such transaction was fraudulently entered into by the debtor in order to cause detriment of such creditor's rights) and that, in the case of a transaction entered into for consideration with a third person, the third person was aware of such detriment (or, if the transaction was entered into prior to the date on which the creditor's claim originated, such third party participated in the fraudulent scheme). Burden of proof is entirely with the receiver.

Law 132 also introduced new Article 2929-*bis* to the Italian Civil Code, providing for a "simplified" claw-back action for the creditor with respect to certain types of transactions put in place by the debtor with the aim to subtract (registered) assets from the attachment by its creditors. In particular, the creditor can now start enforcement proceedings over the relevant assets without previously obtaining a Court decision clawing back/nullifying the relevant (fraudulent) transaction, to the extent that such transaction had been carried out without consideration (e.g., gratuitous transfers, or creation of shield instruments such as trusts or the so called *fondo patrimoniale*—"family trust"). In case of gratuitous transfers, the enforcement action can also be carried out by the creditor against the third party purchaser.

Extraordinary administration of large insolvent companies pursuant to Prodi-bis Decree (Amministrazione Straordinaria)

An extraordinary administration procedure applies under Italian law for large industrial and commercial enterprises (the "**Prodi-*bis* Procedure**" or "**Extraordinary Administration**"). Prodi-*bis* Procedure, which is regulated by Legislative Decree no. 270 of July 8, 1999 ("**Prodi-bis Decree**"), replaces the previous special administration for large companies in a state of crisis (*amministrazione straordinaria delle grandi Imprese in crisi*), introduced by Law no. 95 of April 3, 1979 ("**Prodi Decree**").

The relevant company must be insolvent, but demonstrating serious recovery prospects. To qualify for this procedure, the company must have employed at least 200 employees in the previous year. In addition, it must have debts equal to at least two-thirds of its assets as shown in its financial statements and two-thirds of its income from sales and services during its last financial year. Any of the creditors, the debtor, a court or the public prosecutor may make a petition to commence an extraordinary administration procedure. The same rules set forth for bankruptcy with respect to existing contracts and creditors' claims largely apply to Extraordinary Administration.

The procedure is divided into two main phases: a "judicial phase" and an "administrative phase".

a) **Judicial Phase.** In the judicial phase, the court determines whether the company meets the admission criteria and whether it is insolvent. It then issues a decision to that effect and appoints up to three judicial receivers (*commissiari giudiziali*) to investigate whether the company has serious prospects for recovery via a business sale or reorganization. The judicial receiver files a report with the court within 30 days, and within ten days from such filing, the Italian Ministry of Economic Development may make an opinion on the admission of the company to the extraordinary administration procedure. The court then decides (within 30 days from the filing of the report) whether to admit the company to the procedure or to place it into bankruptcy.

b) **Administrative Phase.** Assuming that the company is admitted to the extraordinary administration procedure, the administrative phase begins and an extraordinary commissioner (or commissioners) is appointed by the Italian Minister of Economic Development. The extraordinary commissioner(s) prepare(s) a plan which can provide for either the sale of the business as a going concern within one year (unless extended by the Italian Ministry of Economic Development) (the "**Disposal Plan**") or a reorganization leading to the company's economic and financial recovery within two years (unless extended by the Italian Ministry of Economic Development) (the "**Recovery Plan**"). The plan may also include an arrangement with creditors (e.g., a debt for equity swap, an issue of shares in a new company to whom the assets of the company have been transferred, *etc*.) (*concordato*). The plan must be approved by the Italian Ministry of Economic Development within 30 days from submission by the extraordinary commissioner. In addition, the extraordinary commissioner draws up a report every six months on the financial condition and interim management of the company and sends it to the Italian Ministry of Economic Development.

The declaration of the state of insolvency produces certain immediate effects, such as the automatic stay of all legal actions by creditors against the debtor's assets and the freezing of the accrual of interest.

The effects of the admission to the Prodi-*bis* Procedure (second phase) are that the stay of actions continues and claw-back actions become possible. Debts incurred in the continuation of the business generally will have super priority over any other secured and unsecured claim (*prededuzione*) pursuant to Article 111 of the Italian Bankruptcy Law.

The unsecured creditors are exclusively represented by one or two members of the surveillance committee, which has consulting duties. Creditors can file their proofs of claim and have a right to the distribution of proceeds. Creditors can also oppose the declaration of the state of insolvency as well as the admission to the second phase. Under Article 53 of Prodi-*bis* Decree, the rules established by the Italian Bankruptcy Law regarding the creditors' proofs of claim also apply to the Prodi-*bis* Procedure.

The Prodi-*bis* Procedure can at any time be converted into bankruptcy upon request by the extraordinary commissioner, or even *ex officio*, if the procedure cannot be positively continued. At the end of the procedure, upon request of the extraordinary commissioner or even *ex officio*, the bankruptcy court will declare the conversion of the procedure into bankruptcy when either the sale of the assets has been not performed within the term stipulated in the programme, or the business has not recovered its ability to regularly perform its obligations.

Bankruptcy rules concerning criminal bankruptcy law and bankruptcy claw back law applies to the Prodi-*bis* Procedure. The claw back "avoidance period" is extended up to three to five years for intra group transactions.

Industrial restructuring of large insolvent companies pursuant to Marzano Law (Amministrazione Straordinaria delle Grandi Imprese in Crisi)

Introduced in 2003, the industrial restructuring of large insolvent companies is also known as the "Marzano procedure". It is complementary to the Prodi-bis procedure and, except as otherwise provided, the same provisions apply. The Marzano procedure is intended to be faster than the Prodi-bis procedure and is aimed at saving and turning around large insolvent companies in order to preserve their value. For example, although a company must be insolvent, the application to the Ministry of Economic Development is made together with the filing to the court for the declaration of the insolvency of the debtor.

The Marzano procedure only applies to large insolvent companies that, on a consolidated basis, have at least 500 employees in the year before the procedure is commenced and at least €300 million of debt (including those from outstanding guarantees). The decision of whether to open a Marzano procedure is taken by the Ministry of Economic Development following the debtor's request (who must also file an application for the declaration of insolvency). The Ministry of Economic Development assesses whether the relevant requirements are met and then appoints the extraordinary commissioner(s) who will manage the company. The court also decides on the company's insolvency.

This procedure restructures the company's debts and sells those assets that are not strategic or do not form part of the company's core business.

The debtor must apply to the Minister of Economic Development for immediate admission to the procedure, while at the same time filing a petition with the bankruptcy court in order to confirm its insolvency status. It is the Minister, rather than the bankruptcy court, that has primary responsibility for supervising the procedure; the bankruptcy court is requested only to confirm the company's insolvency status and verify the lawfulness of the proceeding with respect to the verification of claims. If the debtor is admitted to the procedure, other insolvent companies in the same corporate group may also participate, even if they do not satisfy the relevant requirements.

The extraordinary commissioner(s) has/have 180 days (or 270 days if the Ministry of Economic Development so agrees) to submit a Disposal Plan or Recovery Plan. The restructuring through the Disposal Plan or the Recovery Plan must be completed within, respectively, one year (extendable to two years) and two years. If no Disposal or Recovery Plan is approved by the Ministry of Economic Development, the court will declare the company bankrupt and open bankruptcy proceedings. The Recovery Plan can provide for the satisfaction of creditors' claims through a composition, which must specify any conditions of its implementation and describe any offered guarantees.

The extraordinary commissioner may bring claw-back actions for the benefit of creditors during the implementation of a recovery plan.

Bankruptcy rules concerning criminal bankruptcy law and bankruptcy claw back law applies to Marzano procedure. The claw back "avoidance period" is extended up to three to five years for intra group transactions.

Compulsory administrative winding-up (Liquidazione coatta amministrativa)

A compulsory administrative winding-up (*liquidazione coatta amministrativa*) is only available for certain companies, including, *inter alia*, public interest entities such as state-controlled companies, insurance companies, credit institutions and other financial institutions, none of which can be made subject to bankruptcy proceedings. It is irrelevant whether these companies belong to the public or the private sector. A compulsory administrative winding-up is a special sort of insolvency proceeding provided by the Italian Bankruptcy Law (Articles 194−213 and numerous special laws) in which the entity is liquidated not by the bankruptcy court, but by the relevant administrative authority that oversees the industry in which the entity is active. The procedure may be triggered not only by the insolvency of the relevant entity, but also on other grounds expressly provided for by the relevant legal provisions (*e.g.*, in respect of Italian banks, serious irregularities concerning the management of the bank or serious violations of the applicable legal, administrative or statutory provisions). The effect of this procedure is that the entity loses control over its assets and a liquidator (*commissario liquidatore*) is appointed to wind up the company by the relevant governmental authority (e.g. Bank of Italy, Ministry of the Economic Development).

The debtor, the directors of an insolvent company, or one or more creditor(s) may apply to the bankruptcy court. The bankruptcy court must seek the advice of the government agency responsible for supervising the debtor's business. The judge may initiate proceedings by declaring the debtor insolvent. All legal actions by creditors against the debtor are then stayed, with the exception of those aiming to ascertain the amount of any claim.

The liquidator acts as a public officer and his actions are monitored by a steering committee (*comitato di sorveglianza*). The powers assigned to the designated judge and the bankruptcy court under the other insolvency proceedings are assumed by the relevant administrative authority under this procedure. Unlike other procedures, there is no delegated judge, as the procedure is mainly administrative in nature. The liquidator must review claims and consider whether a composition is feasible. If so, he will prepare with the debtor a plan of repayment, to be submitted to the creditors.

The effect on creditors of the forced administrative winding-up is largely the same as under bankruptcy proceedings and includes, for example, a ban on enforcement measures. The same rules set forth for bankruptcy proceedings with respect to existing contracts and creditors' claims largely apply to extraordinary administration proceedings.

If a composition does not appear feasible, arrangements are made for the disposal of the debtor's assets and the distribution of proceeds among the creditors in the same order of priority as in bankruptcy.

Interim financing

The Decree no. 83, as amended by Law no.132, introduced the possibility for debtors which have filed a Composition with Creditors (*concordato preventivo*) (even pursuant to Article 161, paragraph 6, of Italian Bankrutpcy Law) or a Debt Restructuring Agreement pursuant to article 182-*bis* of Italian Bankruptcy Law (*accordo di ristrutturazione dei debiti*) to also obtain judicial authorization to receive:

- new interim financing with priority status (*prededucibilità*) in case of subsequent bankruptcy if an independent expert certifies that such financings are aimed at greater creditors' satisfaction (*finanziamenti interinali*) (Article 182-*quinquies*, first paragraph, of the Italian Bankruptcy Law);
- urgent finance which is necessary for their business needs (*finanza d'urgenza*) without having to file a certification issued by an independent expert. The relevant claims shall take precedence over the other creditors' claims in case of bankruptcy (*crediti prededucibili*). The debtor must specify the purpose of the requested finance and declare that it is urgently needed and that the inability to access such finance would cause imminent and irreparable damage. The Court shall decide on this request within 10 days of the filing of the application after consultation with the judicial commissioner and, if deemed necessary, the principal creditors. The debtor has also the possibility to obtain authorization to continue to use existing trade receivables credit lines (*linee di credito autoliquidanti*) (Article 182-*quinquies*, second paragraph, of the Italian Bankruptcy Law).

Before the entry into force of the Decree no. 83, debtors could be granted financing with priority status (*prededucibilità*) before a court's approval of a Composition with Creditors (*concordato preventivo*) or the entry into a debt restructuring agreement (*accordo di ristrutturazione dei debiti*) if: (i) an expert certified that such financing is functional to the overall restructuring process; or (ii) such financing is provided for by the plan or the agreement, provided in each case that the court approved such priority status.

Super-priority rights granted pursuant to the above do not jeopardize or overcome the rights in rem (e.g., mortgages) of secured creditors.

Hardening period/clawback and fraudulent transfer

In a bankruptcy proceeding, the Italian Bankruptcy Law provides for a claw-back period of up to one year (six-months in certain circumstances). In addition, in certain cases, the bankruptcy receiver can request that certain transactions of the debtor are declared ineffective within the Italian Civil Code ordinary claw-back period of five years ("*revocatoria ordinaria*").

Under Italian law, in the event that the relevant guarantor and/or security provider enters into insolvency proceedings, the security interests created under the documents entered into to secure the Collateral and any future security interests or guarantees could be subject to potential challenges by an insolvency administrator or by other creditors of such guarantor and/or security provider under the rules of avoidance or claw-back of Italian Bankruptcy Law and the relevant law on the non-insolvency avoidance or claw-back of transactions by the debtor made during a certain legally specified period (the "suspect period"). The avoidance may relate to (i) transactions made by the debtor within a suspect period of one year prior to the declaration of the insolvency at below market value (*i.e.*, to the extent the asset or obligation given or undertaken exceeds by one quarter the value of the consideration received by the debtor), or involving unusual means of payment (e.g., payment in kind) or new security granted with respect to pre-existing debts not yet due at the time the security is entered into after the creation of the secured obligations, unless the non-insolvent creditor proves that it had no knowledge of the debtor's insolvency at the time the transaction was entered into, (ii) security granted within six months prior to the declaration of insolvency with respect to pre-existing debts due and payable, unless the non-insolvent creditor proves that it had no knowledge of the debtor's insolvency at the time the transaction was entered into, and (iii) payments of due and payable obligations, transactions at arm's length or security taken simultaneously to the creation of the secured obligations during the suspect period of six months prior to the declaration of the insolvency, if the bankruptcy receiver proves that the creditor was aware of the insolvency of the debtor. The transactions potentially subject to avoidance also include those contemplated by a future guarantee granted by a Guarantor or the granting of security interests under the Security Documents by a security provider. If they are challenged successfully, the rights granted under the guarantees or in connection with security interests under the relevant Security Documents may become unenforceable and any amounts received must be refunded to the insolvent estate. To the extent that the grant of any security interest is voided, holders of the Notes could lose the benefit of the security interest and may not be able to recover any amounts under the related Security Documents.

It should be noted that: (i) under Article 64 of the Italian Bankruptcy Law, subject to certain limited exceptions, all transactions carried out by the insolvent debtor for no consideration are ineffective *vis-à-vis* creditors if entered into by the debtor in the two-year period prior to the insolvency declaration. Any asset subject to a transaction which is ineffective pursuant to Article 64 of the Italian Bankruptcy Law becomes part of the bankruptcy estate by operation of law upon registration (*trascrizione*) of the declaration of bankruptcy, without needing to wait for the ineffectiveness of the transaction to be sanctioned by a court. Any interested person may challenge the registration before the delegated

judge as a violation of law; and (ii) under Article 65 of the Italian Bankruptcy Law, payments of receivables falling due on the day of the insolvency declaration or thereafter are ineffective *vis-à-vis* creditors, if made by the bankrupt entity in the two-year period prior to insolvency.

In addition, as noted above, the EU Insolvency Regulation contains conflicts of law rules which replace the various national rules of private international law in relation to insolvency proceedings within the European Union.

Certain limitations on enforcement

Under Italian law, in the event that an entity becomes subject to insolvency proceedings, guarantees and security interests given by it or by way of a trust or parallel debt obligation could be subject to potential challenges by the appointed bankruptcy receiver or by other creditors under the rules of ineffectiveness or avoidance or clawback of Italian Bankruptcy Law and the relevant law on the non-insolvency avoidance or clawback of transactions made by the debtor during a certain legally specified period (the "suspect period"). For a more detailed explanation of the terms, conditions and consequences of clawback actions in an insolvency scenario, see "—*Certain Italian Insolvency Laws*". If challenged successfully, the guarantee or the security interest may become unenforceable and any amounts received must be refunded to the insolvent estate. To the extent that the grant of any security interest or guarantee is voided, holders of the Notes could lose the benefit of the security interest or guarantee and may not be able to recover any amounts under the related security documents.

Furthermore, in the event that the limitations on the guarantee issued by an Italian guarantor apply and/or there are payment obligations under any Notes other than in respect of principal or interest, the noteholders could have a reduced claim against the relevant guarantor.

According to Italian law, the enforcement of any claims, obligations, security interest and rights in general may be subject to, *inter alia*, the following aspects:

a) the enforcement of obligations may be limited by the insolvency proceedings listed above relating to or affecting the rights of creditors;

b) an Italian court will not necessarily grant any specific enforcement or precautionary measures, the availability of which is subject to the discretion of the Italian court;

c) with respect to contracts providing for mutual obligations (*contratti a prestazioni corrispettive*), each party can refuse to perform its obligation if the other party does not perform or does not offer to perform its own obligation thereunder, in accordance with and subject to the provisions of Article 1460 of the Italian Civil Code;

d) claims arising under Italian law governed documents may become barred under the provision of Italian law concerning prescriptions and limitations by the lapse of time (*prescrizioni and decadenze*) or may be or become subject to a claim of set-off (*compensazione*) or to counterclaim;

e) pursuant to Article 1241 of the Italian Civil Code concerning set-off of reciprocal obligations (*compensazione*), persons who have reciprocal debt obligations may set-off such obligations for the correspondent amount when both such debt obligations have as an object a pecuniary obligation or fungible assets and are equally liquid and payable;

f) where any party to any agreement or instrument is vested with discretion or may determine a matter in its opinion, Italian law may require that such discretion is exercised reasonably or that such opinion is based on reasonable grounds;

g) the enforceability in Italy of obligations or contractual provisions governed by a foreign law may be limited by the fact that the relevant provisions of laws may be deemed contrary to Italian public policy principles;

h) there is some possibility that an Italian court could hold that a judgment on a particular agreement or instrument, whether given in an Italian court or elsewhere, would supersede such agreement or instrument to all intents and purposes, so that any obligation thereunder which by its terms would survive such judgment might not be held to do so;

i) enforcement of obligations may be invalidated by reason of fraud or abuse of the law (*abuso del diritto*);

j) the enforceability of an obligation pursuant to the terms set forth in any agreement or instrument may be subject to the interpretation of an Italian court which may carry out such interpretation pursuant to the provisions of Articles 1362 and following of the Italian Civil Code;

k) any question as to whether or not any provision of any agreement or instrument which is illegal, invalid, not binding, unenforceable or void may be severed from the other provisions thereof in order to save those other provisions would be determined by an Italian court on the basis of the interpretation of intention of the parties, taking also into account the conduct of the parties following the execution of such agreement or instrument (Article 1419 of the Italian Civil Code);

l) an Italian company, either directly or indirectly, cannot grant loans or provide security interest for the purchase or subscription of its own shares unless the strict requirements provided for the Italian Civil Code are satisfied;

m) an Italian company must have a specific corporate interest in guaranteeing or securing financial obligations of its parent company or any other companies, whether related or unrelated, such interest being determined by the relevant company on a case-by-case basis;

n) in case of bankruptcy, a receiver in bankruptcy is appointed by the court to administer the proceeding under the supervision of the bankruptcy court and creditors cannot start or continue individual foreclosure actions (including the enforcement of security interests) against the debtor (automatic stay). Furthermore, the sale of the relevant pledged assets is carried out by such receiver unless the pledgee is expressly authorized by the bankruptcy court;

o) the preemption rights (*prelazione*) granted by a pledge extend to interest accrued in the year in which the date of the relevant seizure/attachment or adjudication in bankruptcy falls (or, in the absence of seizure/attachment, at the date of the notification of the payment demand (*precetto*) and extend, moreover, to interest accrued and to accrue thereafter, but only to the extent of legal interest and until the date of the forced sale occurred in the context of the relevant foreclosure proceeding/bankruptcy proceedings;

p) in order to oppose an assignment to any third party, it will be necessary to notify such assignment to the relevant debtor or make such debtor to accept it by an instrument bearing an undisputable date ("*data certa*"); the priority of such assignment will be determined accordingly. One way of ensuring that a document has an indisputable date is that of ensuring that the execution of the relevant document by one of the parties to it is witnessed by a notary who states the date of witnessing on the document, another way is to have each page of the document stamped by the post office;

q) there could be circumstances in which Italian law would not give effect to provisions concerning advance waivers or forfeitures;

r) the effectiveness of terms exculpating a party from liability or duties otherwise owed is prevented by Italian law in the event of gross negligence (*colpa grave*), willful misconduct (dolo) or the violation of mandatory provisions;

s) penalties and liquidated damages (*penali*) may be equitably reduced by a court;

t) Italian courts do not necessarily give full effect to an indemnity for the costs of enforcement or litigation;

u) a security interest does not prevent creditors of the relevant debtor other than the pledge from continuing enforcement or enforcement proceedings on the assets secured by the relevant pledge;

v) the enforceability of an undertaking to assign future receivables is subject to interpretation of an Italian court. In addition, such an undertaking may not be recognized as enforceable vis-à-vis third parties; and

w) in case of bankruptcy of the grantor of the pledge over quotas or shares, the assets secured by the pledge could be freely sold to any third party in the context of the relevant bankruptcy proceeding and, as a consequence, the proceeds would be set aside for the prior satisfaction of the pledgee but the pledge would be terminated and, therefore, the latter would lose entitlement to the voting rights on the pledged quotas/shares.

In addition, under Italian law, in certain circumstances also in the ordinary course of business, an action can be brought by any creditor of a given debtor within five years from the date in which the latter enters into a guarantee, security, agreement and any other act by which it disposes of any of its assets, in order to seek a claw-back action (*azione revocatoria ordinaria*) pursuant to Article 2901 of the Italian Civil Code (which results in a declaration of ineffectiveness as to the acting creditor) of the said guarantee, security, agreement and other act that is purported to be prejudicial to the acting creditor's right of credit. An Italian court could revoke the said guarantee, security, agreement and other act only if it, in addition to the ascertainment of the prejudice, was to make the two following findings:

a) that the debtor was aware of the prejudice which the act would cause to the rights of the acting creditor, or, if such act was done prior to the existence of the claim or credit, that the act was fraudulently designed for the purpose of prejudicing the satisfaction of the claim or credit;

b) that, in the case of non-gratuitous act, the third party involved was aware of said prejudice and, if the act was done prior to the existence of the claim or credit, that the said third party participated in the fraudulent design.

Limitations on validity and enforceability of security interests and guarantees under Italian Law

Corporate benefit

Under Italian law, the entry into of a transaction (including the creation of a security interest or the granting of a guarantee) by a company must be permitted by the applicable laws and by its by-laws (*statuto sociale*) and is subject to compliance with the rules on corporate benefit, corporate authorization and certain other mandatory provisions. If a guarantee or a security interest is being provided in the context of an acquisition, group reorganization or restructuring, financial assistance issues may also be triggered.

An Italian company entering into a transaction (including granting a guarantee or a security interest) must receive a real and adequate benefit in exchange for the guarantee or the security interest being provided by such company. The concept of real and adequate benefit is not defined in the applicable legislation and its existence is purely a business decision to the directors and the statutory auditors, if any. As a general rule, corporate benefit is to be assessed at the level of the relevant company on a stand-alone basis, although upon certain circumstances and subject to specific rules the interest of the group to which such company belongs may also be taken into consideration.

In relation to security interests or guarantees, while corporate benefit for a downstream security or guarantee (*i.e.*, a security or a guarantee granted to secure financial obligations of direct or indirect subsidiaries of the relevant grantor) is usually self evident, the validity and effectiveness of an upstream or cross-stream security or guarantee (i.e., a security interest or a guarantee granted to secure financial obligations of the direct or indirect parent or sister companies of the relevant grantor) granted by an entity organized under the laws of Italy depend on the existence of a real and adequate benefit in exchange for the granted security interest or guarantee and may be challenged unless it can be proved that the grantor may derive some benefits or advantages from the granting of such guarantee or security. The general rule is that the risk assumed by an Italian grantor of security or guarantee must not be disproportionate to the direct or indirect economic benefit to it. In particular, in case of upstream and cross-stream security interests or guarantees for the financial obligations of group companies, examples may include financial consideration in the form of access to cash flows through intercompany loans from other members of that group.

The concept of real and adequate benefit is not defined in the applicable legislation and is assessed and determined on a case-by-case basis, further its existence is purely a factual analysis made by the company's directors. As a general rule, corporate benefit is to be assessed at the level of the relevant company on a stand-alone basis, although in certain circumstances, and subject to specific strict rules, the interest of the group to which such company belongs may also be taken into consideration. In particular, in case of up-stream and cross-stream guarantees or security for the financial obligations of group companies, examples may include financial consideration in the form of access to cash flows through intercompany loans from other members of the group, while transactions featuring debt financings of distributions to shareholders are largely untested in Italian courts, and, therefore, limited guidance is provided as to whether and to what extent such transactions could be challenged for lack of corporate benefit and conflict of interest. Generally, the risk assumed by an Italian guarantor or grantor of security must not be disproportionate to the direct or indirect economic benefit to it.

In principle, absence of a real and adequate benefit could render the transaction (including granting a security interest or a guarantee) ultra vires and potentially affected by a conflict of interest and the related corporate resolutions adopted by the shareholders and directors may be the subject matter of challenges and annulment. As a result, civil liabilities may be imposed on the directors of an Italian guarantor or grantor if a court holds that it did not act in the best interest of the grantor and that the acts carried out do not fall within the corporate purpose of the company or were against mandatory provisions of Italian law. The lack of corporate benefit could also result in the imposition of civil liabilities on those companies or persons ultimately exercising control over an Italian guarantor or grantor or having knowingly received an advantage or a profit from such improper control. Moreover, the transaction (including the security interest or guarantee granted by an Italian company) could be declared null and void if the lack of corporate benefit was known or presumed to be known by the third party and such third party acted intentionally against the interest of the Italian company.

The above principles on corporate benefit apply equally to up-stream and down-stream guarantees granted by Italian companies.

Upon certain conditions, the granting of guarantees may be considered as a restricted financial activity within the meaning of Article 106 of the Italian Banking Act, whose exercise is exclusively demanded to banks and authorized financial intermediaries. Non-compliance with the provisions of the Italian Banking Act may, among others, entail the relevant guarantees being considered null and void. In this respect, Italian Legislative Decree No. 53 of April 2, 2015, implementing Article 106, paragraph 3, of the Italian Banking Act, states that the issuance of guarantees or security by a company for the obligations of another company which is part of the same group does not qualify as a restricted financial activity, whereby "group" includes controlling and controlled companies within the meaning of Article 2359 of the Italian Civil Code as well as companies, which are under the control of the same entity. As a result of the above described rules, subject to the Guarantor and the guaranteed entity being part of the same group of companies, the provision of the guarantees would not amount to a restricted financial activity

Financial assistance

In addition, the granting of a guarantee or a security by an Italian company cannot include any liability which would result in unlawful financial assistance within the meaning of Article 2358 or 2474, as the case may be, of the Italian Civil Code pursuant to which, subject to specific exceptions, it is unlawful for a company to provide financial assistance (whether by means of loans, security, guarantees or otherwise) to support the acquisition, purchase or subscription by a third party of its own shares or quotas or those of any entity that (directly or indirectly) controls the Italian company. Financial assistance for the refinancing of indebtedness originally incurred for the acquisition, purchase or subscription by a third party of its own shares or quotas or those of any entity that (directly or indirectly) controls the Italian company may also be construed as a violation. Any loan, guarantee or security given or granted in breach of these

provisions is null and void. In addition, directors may be personally liable for failure to act in the best interests of the company.

Certain other limitations to the Guarantee

Pursuant to Article 1938 of the Italian Civil Code, if a guarantee granted by an Italian guarantor (the "**Italian Guarantor**") is issued to guarantee conditional or future obligations, the guarantee must be limited to a maximum amount. Such maximum amount should be expressly identified at the outset and expressed in figures (either in the guarantee deed or by reference to a separate document, such as the Indenture). In addition, as mentioned above, the guarantees granted by an Italian guarantor must be supported by actual and tangible corporate benefit.

Moreover, pursuant to Article 2358 or 2474 of the Italian Civil Code, any guarantee, indemnity, obligations and liability granted or assumed pursuant to the Notes by the Italian Guarantor will not include and will not extend, directly or indirectly, to any amount lent to acquire or subscribe, directly or indirectly, shares or quotas in the Italian Guarantor or any direct or indirect controlling entity of such Italian Guarantor (or the refinancing of any indebtedness incurred for that purpose) or to any obligations incurred by any Guarantor under any guarantee given by such Guarantor for the same purposes.

In order to comply with corporate law requirements on corporate benefit and financial assistance, the maximum amount that the Guarantor (which is incorporated under the laws of Italy) may be required to pay in respect of its obligations as Guarantor under the Indenture and the Intercreditor Agreement will be subject to limitations.

In any event, pursuant to article 1938 of the Italian Civil Code, the maximum amount that the Guarantor may be required to pay in respect of its obligations as a Guarantor under the Guarantee will not exceed 120% of the aggregate amount of the Notes.

The maximum amount that the Guarantor may be required to pay in respect of its obligations as Guarantor under the Indenture will ratably concur and not cumulate with the corresponding amounts due by the Guarantor to any guaranteed creditor pursuant to the Intercreditor Agreement, and *vice versa*. The proceeds of the enforcement of said Guarantee will be distributed amongst the guaranteed creditors (including, without, limitation, the holders of the Notes) in accordance with the provisions of the Intercreditor Agreement.

Trust

The Collateral will be created and perfected in favor of the Trustee acting also in its capacity as representative (*rappresentante*) of the holders of the Notes pursuant to Article 2414-bis, paragraph 3, of the Italian Civil Code. Under such Code provision (introduced by Law No. 164 of November 11, 2014), the security interests and guarantees assisting bond issuance can be validly created in favor of the holder of the Notes or in favor of a representative (*rappresentante*) of the holders of the Notes who will then be entitled to exercise in the name and on behalf of the holders all their rights (including any rights before any court and judicial proceedings) relating to the security interests and guarantees. However, there is no guidance or available case law on the exercise of the rights and enforcement of such security interest and guarantees by a *rappresentante* pursuant to Article 2414-bis, paragraph 3 of the Italian civil code also in the name and on behalf of the holders of the Notes which are neither directly parties to the Collateral nor are specifically identified therein or in the relevant share certificates and corporate documents or public registries.

In addition, as the holders of the Notes are not a direct party to the Indenture, there is the risk that the appointment of the Trustee in its capacity as representative (*rappresentante*) of the holders of the Notes pursuant to Article 2414-bis, paragraph 3, of the Italian Civil Code is not upheld by an Italian court and that therefore an Italian court may determine that the holders of the Notes at the time of enforcement are not secured by the security under the Security Documents and/or that the *rappresentante* cannot exercise the rights and enforce the Collateral also in the name and on behalf of the holders of the Notes. In addition, the provisions and the subject matter of paragraph 3 of Article 2414-bis, paragraph 3, of the Italian Civil Code are new and, as such, untested by Italian Courts and, therefore, even if the appointment of the *rappresentante* is upheld by an Italian Court, we cannot exclude that an Italian Court may take a different view and interpretation and determine that, where the Collateral is only granted in favor of the *rappresentante*, the holders of the Notes at the time of enforcement are not secured by the Collateral and/or cannot enforce that Collateral.

Furthermore, to date, the Italian courts have not considered whether a common representative (*rappresentante comune*) of the holders of the Notes pursuant to articles 2417 and 2418 of the Italian Civil Code may be validly appointed by means of a contractual arrangement (such as the Indenture) and the validity and enforceability of such appointment may not be upheld by a court.

Certain Considerations in Relation to Security Interests

Italian corporate law (Articles 2497-quinquies and 2467 of the Italian Civil Code) provides for rules to protect creditors against "undercapitalized companies" and provides for remedies in respect thereof. In this respect, in case of a loan to a company made by (i) a person that, directly or indirectly, directs the company or exercises management and coordination powers over that borrowing company or (ii) any entity subject to the management and coordination powers of the same person or (iii) a quotaholder in the case of a company incorporated in Italy as a società a responsabilità limitata, will be subordinated to all other creditors of that borrower and rank senior only to the equity in that borrower,

if the loan is made when, taking into account the kind of business of the borrower, there was an excessive imbalance of the borrower's indebtedness compared to its net assets or the borrower was already in a financial situation requiring an injection of equity and not a loan ("undercapitalization"). Any payment made by the borrower with respect to any such loan within one year prior to a bankruptcy declaration would be required to be returned to the borrower. The above rules apply to shareholders' loans "made in any form" and scholars generally conclude that such provisions should be interpreted broadly and apply to any form of financial support provided to a company by its shareholders, either directly or indirectly.

As of the date hereof, there are several court precedents interpreting the provisions summarized above. Some of such precedents have held that article 2467 of the Italian Civil Code also applies to companies incorporated as *società per azioni*, hence potentially to the borrowers under the intercompany loans that are a *società per azioni*.

Therefore, upon the occurrence of the requirements provided for by the relevant provisions, Italian courts may apply such provisions of the Italian Civil Code to the Issuer's relationship with Italian subsidiaries under the relevant intercompany loans. Accordingly, an Italian court may conclude that the obligations of any Italian subsidiary under any intercompany loan are subordinated to all its obligations towards other creditors. Should any of the obligations of any subsidiary under any intercompany loan or note be deemed subordinated to the obligations owed to other creditors by operation of law and senior only to the equity, the Issuer may not be able to recover any amounts under any intercompany loan or note granted to the Italian subsidiaries, which could have a material adverse effect on the Issuer's ability to meet its payment obligations under the Notes.

Moreover, in circumstances where any obligations of an Italian subsidiary under any intercompany loans or notes is subordinated by operation of law, the ability of the holders of the Notes to recover under any Collateral created over such intercompany loans or notes or any guarantees granted by such Italian subsidiaries may be impaired or restricted.

General

The procedures for the enforcement of Italian law security and the timing for obtaining judicial decisions (including in relation to security enforcement, in particular in a bankruptcy scenario) in the Republic of Italy are materially complex and time-consuming, especially given that the Italian courts maintain a significant role in the enforcement process, in comparison to other jurisdictions with which investors may be familiar.

LISTING AND GENERAL INFORMATION

Admission to Trading and Listing

Application will be made for the Notes to be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange, in accordance with the rules and regulations of the Luxembourg Stock Exchange. Application has also been made to list the Notes on the Vienna Stock Exchange and to admit the Notes to trading on the Vienna MTF operated by the Vienna Stock Exchange (the "**Vienna MTF**"). The Vienna MTF is not a regulated market within the meaning of the provisions of Directive 2014/65/EU (the Markets in Financial Instruments Directive II).

Luxembourg Listing Information

For so long as the Notes are listed on the Luxembourg Stock Exchange and admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange and the rules and regulations of the Euro MTF Market of the Luxembourg Stock Exchange so require, copies of the following documents in English may be inspected and obtained free of charge at the offices of the Listing Agent during normal business hours on any weekday (excluding Saturdays, Sundays and public holidays):

- the organizational documents of the Issuer and the Guarantor;
- the financial statements included in this Offering Memorandum;
- any annual and interim financial statements or accounts of the Issuer published subsequent to the date of this Offering Memorandum;
- the Indenture (which includes provisions related to the appointment of the Trustee); and
- the Security Documents.

The Issuer has retained The Bank of New York Mellon SA/NV, Luxembourg Branch as Registrar, Listing Agent and Transfer Agent, The Bank of New York Mellon, London Branch as Paying Agent and Unione di Banche Italiane S.p.A. as Security Agent. The Issuer reserves the right to vary such appointments in accordance with the terms of the Indenture.

Approval

The Issuer will obtain all necessary consents, approvals, authorizations or other orders for the issuance of the Notes and the other documents to be entered into by the Issuer in connection with the issuance of the Notes in Luxembourg.

Clearing Information

The Notes sold pursuant to Regulation S and the Notes sold pursuant to Rule 144A in this Offering have been accepted for clearance and settlement through the facilities of Euroclear and Clearstream under common codes 203775768 and 203775750, respectively. The ISIN for the Notes sold pursuant to Regulation S is XS2037757684 and the ISIN for the Notes sold pursuant to Rule 144A is XS2037757502.

Legal Information

Issuer

The Issuer was converted from a limited liability company (*società a responsibilità limitata*) into a private joint stock company (*società per azioni*) under the laws of the Republic of Italy by resolution dated July 11, 2019, and is registered under number 13121631009 with the Register of Companies of Rome (*Registro delle Imprese di Roma*) with registered office at Via Emilia, 47, 00187 Rome, Italy, and its telephone number is +39 06 501911. The Issuer's incorporation will terminate on December 31, 2070, subject to certain amendments being made to its by-laws to extend the period of its incorporation. As of the date of this Offering Memorandum, the Issuer had a fully paid-up share capital of €200,000. AS Roma directly and indirectly owns 99.98% of the Issuer. See "*Principal Shareholders*" and "*Annex A: Issuer By-Laws (Statuto)*".

Pursuant to Article 4 of its articles of association, the corporate purposes of the Issuer are the: registration or acquisition and transfer of trademarks and distinctive designs in any form; execution of active and passive licensing agreements; management, use and exploitation, in any form, of trademarks and distinctive signs, including through agreements contracts and conventions with persons, companies and entities as well as through the direct management of commercial activities; management of the advertising activities; carrying out of all merchandising and marketing activities related to sport events; organization and promotion of conferences, seminars, entertainment events; and broadcasting of radio and television programs. Furthermore, according to the same Article, the Issuer may carry out all transactions which directly or indirectly serve its purposes, including, *inter alia*, raise funds and pursuant to Article 8 the Issuer may issue bonds in accordance with the applicable law.

The Issuer's creation and issuance of the Notes has been authorized by the Board of Directors on July 30, 2019.

The Guarantor

The Guarantor is a limited partnership (società in accomandita semplice) incorporated under the laws of the Republic of Italy and registered with the Companies' Register of Rome, under registration number 09305501000. The Guarantor was incorporated on January 15, 2007. The Guarantor's registered office is located at Via Emilia, 47, 00187 Rome, Italy. The Guarantor's financial year runs from July 1 to June 30. The Guarantor obtained, or will obtain before the Issue Date, all necessary consents, approvals and authorizations in the jurisdiction of its incorporation in connection with the performance of its obligations under the Guarantee. The granting of the Guarantee was authorized by resolution of the board of directors of Brand Management S.r.l., as managing partner (*socio accomandatario*) of the Guarantor, on July 24, 2019.

Fiscal Year and Accounts

The Issuer's fiscal year begins on July 1 and ends on June 30 of each year. The Issuer prepares and publishes annual audited financial statements. The Issuer also prepares quarterly interim financial statements. Any future published financial statements prepared by the Issuer will be available, during normal business hours, at the offices of the Listing Agent.

LEI

The Issuer's legal entity identifier number is 8156007EB364FC4AED15.

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ASR • MEDIA
AND SPONSORSHIP S.R.L.

INTERIM CONDENSED FINANCIAL STATEMENTS

AS OF AND FOR THE NINE MONTHS ENDED AT MARCH 31, 2019

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ASR MEDIA AND SPONSORSHIP S.R.L. VIA EMILIA 47 - 00187 ROMA | PARTITA IVA - CODICE FISCALE - REG. IMPR. DI ROMA 13121631009 |
REA RM 1425662 | CAP. SOCIALE LV EURO 200.000,00 - SOGGETTO AD ATTIVITÀ DI DIREZIONE E COORDINAMENTO DA PARTE DI AS ROMA SPV LLC (USA)

ASR MEDIA AND SPONSORSHIP Srl

A company subject to management and coordination by AS ROMA SPV, LLC (USA)

Share Capital: EUR 200,000.00 fully paid up

Registered office: Via Emilia, 47 – 00187 Rome

Tax Code and Companies' Register No.: 13121631009

Vat No.: 13121631009

Economic Administrative Index No.: 1425662

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ASR Media and Sponsorship Srl

Registered office	Via Emilia no. 47 – 00187 Rome
Tax code	13121631009
VAT number	13121631009
Economic Administrative Index	1425662
Certified email	asrmediaandsponsorship@legalmail.it

CORPORATE GOVERNANCE

BOARD OF DIRECTORS (1)

Chairman (1)	Mauro Baldissoni
Chief Executive Officer (1) (2)	Guido Fienga
Member (independent) (3)	Giuseppe Santarelli

AUDIT FIRM (4)

DELOITTE & TOUCHE S.p.A.

BOARD OF STATUTORY AUDITORS (5)

Chairman	Claudia Cattani
Standing Auditors	Pietro Mastrapasqua Massimo Gambini
Alternate Auditors	Riccardo Gabrielli Manuela Patrizi

1	Appointed by Shareholders' Meeting of October 25, 2018, until approval of financial statements as at 6.30.2020
2	Appointed by Board of Directors' Meeting of October 20, 2018
3	Appointed by Shareholders' Meeting of October 25, 2017
4	Appointed by Shareholders' Meeting of October 25, 2018, until approval of financial statements as at 6.30.2021
5	Appointed by Shareholders' Meeting of October 25, 2017, until approval of financial statements as at 6.30.2020

ASR MEDIA AND SPONSORSHIP Srl

INTERIM CONDENSED FINANCIAL STATEMENTS

AS OF AND FOR THE NINE MONTHS ENDED AT March 31, 2019

ASR MEDIA AND SPONSORSHIP Srl

Interim Condensed Statements of Financial Position as at March 31, 2019

(in € thousand)
(Unaudited)

ASSETS	notes	At March 31, 2019	At June 30, 2018
NON-CURRENT ASSETS			
Concessions, licenses, trademarks and similar rights		123,114	123,107
Other intangible assets		16,245	16,415
Intangible assets	**1**	**139,359**	**139,522**
Plant and equipment		8	11
Industrial and commercial equipment		6	8
Other assets		16	20
Tangible assets	**2**	**30**	**39**
Non-current receivables from parent companies		234,541	217,625
Non-current escrow deposits		16,601	16,601
Non-current financial assets	**3**	**251,142**	**234,226**
			-
Other non-current assets	**4**	**3**	**0**
Total non-current assets		**390,534**	**373,787**
CURRENT ASSETS			
Trade receivables		1,247	2,214
Current trade receivables from parent companies		7,010	—
Current trade receivables	**5**	**8,257**	**2,214**
Current financial assets	**6**	**7,570**	**16,883**
Other receivables		19	7,440
Prepaid expenses		292	205
Other current assets	**7**	**311**	**7,645**
Cash at bank and on hand	**8**	**22,600**	**10,780**
Total current assets		**38,738**	**37,522**
TOTAL ASSETS		**429,273**	**411,309**

The accompanying notes are an integral part of the Interim Condensed Financial Statements.

ASR MEDIA AND SPONSORSHIP Srl

Interim Condensed Statements of Financial Position as at March 31, 2019

(in € thousand)
(Unaudited)

EQUITY AND LIABILITIES	notes	At March 31, 2019	At June 30, 2018
SHAREHOLDERS' EQUITY			
Share Capital		200	200
Legal Reserve		40	40
Transition reserve		4,370	0
Other reserves		122,148	122,147
Profit for the period		6,135	10,686
Total Shareholders' Equity	**9**	**132,893**	**133,073**
NON-CURRENT LIABILITIES			
Non-current financial liabilities	**10**	**189,374**	**201,813**
Deferred tax liabilities	**11**	**20,203**	**18,726**
Total non-current liabilities		**209,577**	**220,539**
CURRENT LIABILITIES			
Payables towards suppliers		53	71
Current payables towards parent companies		6,193	219
Current trade liabilities	**12**	**6,246**	**290**
Current financial liabilities	**13**	**16,312**	**16,588**
Current income taxes liabilities	**14**	**262**	**1**
Payables towards parent companies for dividends		38,095	27,409
Other payables towards parent companies		20,213	13,409
Deferred income		5,675	0
Other current liabilities	**15**	**63,983**	**40,818**
Total current liabilities		**86,803**	**57,697**
TOTAL SHAREHOLDERS' EQUITY AND LIABILITIES		**429,273**	**411,309**

The accompanying notes are an integral part of the Interim Condensed Financial Statements

ASR MEDIA AND SPONSORSHIP Srl

Interim Condensed Statement of Financial Performance for the nine months ended March 31, 2019

(in € thousand)
(Unaudited)

INCOME STATEMENT	notes	Nine months ended March 31, 2019	Nine months ended March 31, 2018
Revenues	16	**17,025**	**17,025**
Total Revenues		**17,025**	**17,025**
Costs of services	17	**(194)**	**(155)**
Other expenses	18	**(3)**	**(5)**
Depreciation of tangible assets		(10)	(10)
Amortization of intangible assets		(162)	(162)
Amortization and depreciation	19	**(172)**	**(172)**
Impairment of receivables	20	**(754)**	**0**
Total Operating Costs		**(1,123)**	**(333)**
Financial Income		**10,345**	**10,354**
Interest payable on loans		(12,296)	(12,536)
Financial expenses		(2,806)	(2,509)
Other financial expenses		(413)	(426)
Financial expenses	21	**(15,515)**	**(15,471)**
Net financial expense		**(5,170)**	**(5,117)**
Profit before taxes		**10,732**	**11,576**
Current taxes		(3,120)	(2,093)
Deferred taxes		(1,477)	(1,478)
Taxes	22	**(4,597)**	**(3,572)**
Profit for the period		**6,135**	**8,003**
Total net income		**6,135**	**8,003**
Total Comprehensive income for the period		**6,135**	**8,003**

The accompanying notes are an integral part of the Interim Condensed Financial Statements

ASR MEDIA AND SPONSORSHIP Srl

Interim Condensed Statement of Changes in Equity as at March 31, 2019

(in € thousand)
(Unaudited)

STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY	Share Capital	Legal Reserve	Transition reserve	Other reserves	Profit/loss for the period	Shareholders' Equity
(Amounts in thousands of EUR)						
At June 30, 2017	**200**	**40**	**0**	**122,148**	**12,566**	**134,954**
Shareholders' dividends (1)	-	-	-	-	(12,566)	(12,566)
Profit/loss at March 31, 2018 (9 months)	-	-		-	8,003	8,003
At March 31, 2018	**200**	**40**		**122,148**	**8,003**	**130,391**
Profit/loss at June 30, 2018 (3 months)	-	-		-	**2,683**	**2,683**
At June 30, 2018	**200**	**40**		**122,148**	**10,686**	**133,073**
Effects of IFRS 9 application			4,370	-	-	4,**370**
At July 1, 2018	**200**	**40**	**4,370**	**122,148**	**10,686**	**137,444**
Shareholders' dividends (2)	-			-	(10,686)	(10,686)
Profit/loss at March 31, 2019 (9 months)	-	-		-	**6,135**	**6,135**
At March 31, 2019	**200**	**40**	**4,370**	**122,148**	**6,135**	**132,893**

(1) Resolution of the Shareholders' Meeting of ASR Media and Sponsorship Srl of October 25, 2017.
(2) Resolution of the Shareholders' Meeting of ASR Media and Sponsorship Srl of October 25, 2018.

The accompanying notes are an integral part of the Interim Condensed Financial Statements

ASR MEDIA AND SPONSORSHIP Srl

Interim Condensed Statement of Cash Flows for the period ending March 31, 2019

(in € thousand)
(Unaudited)

	For the nine months ended March 31,	
	2018	2019
Net Income/ (Loss)	**8,003**	**6,135**
+,depreciation and amortisation	173	172
+ provisions and other write-downs	0	754
financial expenses	15,471	15,514
changes in current receivables:		
change in trade receivables	(2,251)	213
change in trade receivable from parent companies	608	(7,009)
change in other receivables		7,334
changes in current payables:		
change in trade payables	12	(18)
change in Payables towards Shareholder Soccer Sas	704	5,781
change in Payables towards Shareholder AS Roma	0	193
changes in tax receivables	0	(3)
changes in tax payables	1,995	2,036
changes in other liability:		
change in other payables towards parent companies	14,711	7,511
change in deferred income	675	5,675
change in AS Roma Loan agreement	0	(643)
Change in other non curent assets	(2,273)	-
change in current financial assets	5,747	9,312
Changes in non current financial asset:	(18,380)	(16,916)
tax paid in the period	(303)	(297)
A) Net cash form operating activities	**24,892**	**35,744**
acquisition of tangible and intagible asset	0	-
disposal of tangible and intagible asset	0	-
B) Net cash from investing activities	**0**	**-**
rembursment of financial loan	0	(10,875)
Financial expense	(12,605)	(13,049)
C) Net cash from financing activities	**(12,605)**	**(23,924)**
D)=(A+B+C) TOTAL NET CASH	**12,287**	**11,820**
Changes in cash:		
Cash at bank and on hand at the beginning of the period	6,145	10,780
Cash at bank and on hand at the end of the period	18,432	22,600
Changes in cash:	12,287	11,820

The accompanying notes are an integral part of the Interim Condensed Financial Statements

ASR MEDIA AND SPONSORSHIP Srl

NOTE 1 to the Interim Condensed Statement of Cash Flows for the period ending March 31, 2019

During the nine month period ended March 31, 2019, management has re-assessed the classification and presentation of the statement of cash flows of the Company.

After the re-assessment, Company's management has concluded that it was necessary to reclassify certain cash flows that had previously been included as cash flows from financing activities to cash flows from operating activities in each of the Company financial statements for the fiscal years ended June 30, 2018, 2017 and 2016, respectively. These restatements related to a combination of (i) certain trade and other receivables/payables between the Company and AS Roma S.p.A. and Soccer Sas di Brand Management Srl, which had previously been disclosed in financing activities being reclassified to operating activities and (ii) the adjustment of dividends accrued but not yet paid, which had previously been disclosed in financing activities as dividends paid.

The restatements of these items had no effect on cash and cash equivalents, net profit or the statement of financial position in any period for the Company.

Below is a reconciliation to the historically reported amounts in June 30, 2018:

	Reported (Audited)	Restatements (1)	Restated
A) Net cash from operating activities	36,431	(11,339)	25,092
B) Net cash from investing activities	0		0
C) Net cash from financing activities	(31,796)	11,339	(20,457)
D)=(A+B+C) TOTAL NET CASH	**4,635**	**0**	**4,635**

(1) The restatements related to a combination of (i) certain trade and other receivables/payables between the Company and AS Roma S.p.A. and Soccer Sas di Brand Management Srl, which had previously been disclosed in financing activities being reclassified to operating activities and (ii) the adjustment of dividends accrued but not yet paid, which had previously been disclosed in financing activities as dividends paid.

Below is a reconciliation to the historically reported amounts in June 30, 2017:

	Reported (Audited) (1)	Restatements (2)	Restated
A) Net cash from operating activities	10,140	(49,804)	(39,664)
B) Net cash from investing activities	0		0
C) Net cash from financing activities	(11,390)	49,804	38,414
D)=(A+B+C) TOTAL NET CASH	**(1,250)**	**0**	**(1,250)**

(1) As presented in the June 30, 2018 Financial Statements.
(2) The restatements related to a combination of (i) certain trade and other receivables/payables between the Company and AS Roma S.p.A. and Soccer Sas di Brand Management Srl, which had previously been disclosed in financing activities being reclassified to operating activities (including the payments the Company made using the proceeds of the Amendment and Upsize of the Facility Agreement executed with Goldman Sachs International and Unicredit S.p.A. on June 22, 2017) and (ii) the adjustment of dividends accrued but not yet paid, which had previously been disclosed in financing activities as dividends paid.

Below is a reconciliation to the historically reported amounts in June 30, 2016:

	Reported (Audited) (1)	Reconciliation (2)	Reported (Adjusted)	Restatements (3)	Restated
A) Net cash from operating activities	31,449	0	31,448	(14,908)	16,540
B) Net cash from investing activities	1	0	1	(1)	0
C) Net cash from financing activities	(9,777)	(23,628)	(33,405)	14,909	(18,496)
D)=(A+B+C) TOTAL NET CASH	**21,673**	**(23,628)**	**(1,956)**	**0**	**(1,956)**

(1) As presented in the June 30, 2017 Financial Statements.
(2) The structure of the June 30, 2016 Cash Flow was to show the variance of the Net Financial Position and a reconciliation is required to bridge to the current structure of Cash Flow Statement showing the variance of the Net Cash.
(3) The restatements related to a combination of (i) certain trade and other receivables/payables between the Company and AS Roma S.p.A. and Soccer Sas di Brand Management Srl, which had previously been disclosed in financing activities being reclassified to operating activities and (ii) the adjustment of dividends accrued but not yet paid, which had previously been disclosed in financing activities as dividends paid.

Management believes this is a better presentation, improving disclosure and aiding comparison between periods.

ASR MEDIA AND SPONSORSHIP Srl

NOTES TO THE INTERIM CONDENSED FINANCIAL STATEMENTS

GENERAL INFORMATION

ASR Media and Sponsorship Srl (the “Company” or “MediaCo”) is a limited liability company under Italian law, incorporated and located in Italy, with registered office at Via Emilia no. 47, Rome.

The Company operates in the incorporation, management and exploitation of intangible assets in the sports sector.

APPROVAL OF SEPARATE FINANCIAL STATEMENTS

This Interim Condensed Financial Statement at March 31, 2019, approved by the Board of Directors at its meeting on July, 24 2019.

VALUATION CRITERIA AND ACCOUNTING PRINCIPLES

The interim financial report has been prepared according to the International Financial Reporting Standards (hereinafter, the “IFRS Standards”), and in particular the IAS 34 “Interim Financial Reporting” (that applies to interim financial disclosure), issued by the International Accounting Standards Board and adopted by the European Commission on December 31, 2008, in force as at the closing date of the period, which include the interpretations issued by the International Financial Reporting Interpretations Committee (IFRIC) as well as the previous International Accounting Standards (IAS) and the interpretations of the Standard Interpretations Committee (SIC) that are still in force at the same date. All the standards and interpretations will be referred to below as the “IFRS”.

This Interim financial report has been prepared based on the historical cost, except in cases specifically described, in which the Fair Value, as well as the going concern principle, were applied.

The interim financial report is composed of the accounting statements (Interim Condensed Statements of Financial Position Interim Condensed Statement of Comprehensive Income, Interim Condensed Statement of Changes in Equity and Interim Condensed Statement of Cash Flow) and by these explanatory notes, applying the provisions of IAS 1 “Presentation of Financial Statements” and the general principle of the historical cost, except for those items that according to the IFRS are recorded at fair value, as provided under the evaluation criteria of the single items described in the consolidated financial statements at June 30, 2018, to which reference is made. The Explanatory notes, in accordance with the IAS 34, are condensed and do not include all the information required for annual financial statements, reporting only those items that, on account of their amount, composition or changes, are essential to understand the Financial and economic position of the Company. Therefore, this Report should be read together with the Financial statements for the financial year ended on June 30, 2018, to which reference is made here.

In preparing this Interim financial report, the same accounting principles and valuation criteria as those adopted to prepare the Financial statements as at June 30, 2018 have been applied, except IFRS 9 – Financial Instruments and IFRS 15 – Revenue from Contracts with Customers, that apply to the Company as from July 1, 2018 and in relation to which the Group has decided to record in Shareholders’ Equity as at July 1, 2018 the effect deriving from the retroactive

restatement of the values, without carrying out any restatement of the balances of the items of the compared previous financial years. For more details on the effects deriving from the application of such standards, reference should be made to the next section "*Amended accounting principles and IFRS interpretations applied from July 1, 2018*".

The accounting statements are expressed in EUR, while the notes to the financial statements are expressed in thousands of EUR.

IFRS accounting standards, amendments and interpretations applied from July 1, 2018

The International Accounting Standards (IFRS) endorsed by the European Commission and effective on July 1, 2018 were applied in preparing the interim condensed financial statements. With reference to the new IFRS Standards in force, reference is made to the first application of IFRS 9 "Financial Instruments" and IFRS 15 "Revenues from contracts with customers", as from July 1, 2018. Their impact is described hereunder.

IFRS 9 – Financial Instruments

On July 24, 2014, the IASB published the final version of IFRS 9 - "Financial Instruments". The document includes the results of the IASB project, aimed at superseding the IAS 39 standard. The new standard should be applied in financial statements beginning January 1, 2018 or subsequent years.

The standard introduces new criteria for the classification and measurement of financial assets and liabilities. In particular, and in the case of financial assets, the new standard utilises an approach based on the modalities for management of financial instruments and on the characteristics of contractual cash flows of the financial assets themselves in order to determine the valuation criterion, thereby replacing the various rules provided for by IAS 39. In the case of financial liabilities, on the other hand, the primary change concerned the booking of changes in the fair value of a financial liability classified as a financial liability and measured at fair value in the income statement in the case that these changes were due to a change in the credit rating of the issuer of the liability itself. According to the new standard, these changes must be booked in "Other comprehensive income" and no longer in the income statement. Moreover, in the event of non-substantial modifications of liabilities, it is no longer allowed to spread the economic effects of modification over the residual duration of the payable, by modifying the effective interest rate at that date, and the related effect will have to be recognised in the Income Statement.

With respect to impairment, the new standard requires that the estimate of losses on receivables must be implemented on the basis of the model of expected losses (and not the model of incurred losses utilised by IAS 39) by using supportable information that is available without unreasonable charges or efforts and which include historical, current or forecasted data. The standard requires that this impairment model be applicable to all financial instruments, i.e. to financial assets measured at their amortised cost as well as those measured at fair value through other comprehensive income, receivables deriving from rental contracts and trade receivables.

Finally, the standard introduces a new model of hedge accounting in order to adjust the requirements needed by the current IAS 39, which are occasionally considered too strict and

unsuitable to reflect the risk management policies of companies. The primary novelties within the document include the following:

an increase in the type of transactions eligible for hedge accounting, even including the risks of non-financial assets/liabilities which are eligible to be managed in hedge accounting;

a change in the modalities for booking forward contracts and options when these are included in a hedge accounting relationship and in order to reduce the volatility of the income statement;

changes to the efficacy test through the replacement of the current modalities based on the 80-125% parameter with the principle of the “economic relationship” between the hedged item and hedging instrument; in addition, an evaluation of the retrospective effectiveness of the hedging relationship will no longer be requested.

The increased flexibility of the new accounting requirements is counterbalanced by additional requests for reporting on the risk management activities of the Group.

The Company elected to apply this Standard modified retrospective, by recognizing the cumulative effect of initially applying this Standard as an adjustment to the opening balance of retained earnings, in Shareholders’ Equity, as per July 1, 2018.

With respect to the balance sheet figures of the Company as per June, 30 2018, reported in the statement of financial position included in the financial statements at that date, the only significant effect deriving from the adoption of IFRS 9 derives from the modification of financial liabilities deriving from the Loan Agreement signed with Unicredit and Goldman Sachs in February 2015, made on June 22, 2017. It involves the recognition, pursuant on the new standard, of the difference between the present value of the modified flows (determined using the effective interest rate of the instrument of the original instrument) and the carrying value of the instrument at the date of the modification.

Therefore, as an effect of what is illustrated in the previous paragraph, in the statement of financial position as per July 1, 2018, non-current financial liabilities were reduced by 4,4 million euro, with an increase in the Shareholders’ Equity of the Company for an equal amount.

With respect to the figures that would have been shown in the Company financial statement as per March 31, 2019, pursuant to the previous International Accounting Standards, the adoption of the new IFRS 9 standard resulted in an increase of financial expenses for Euro 0,4 million.

It should be noted that some assessments may be subject to modifications up to the presentation of the first financial statements of the Company, which includes the date of first time adoption, and which will end at June, 30 2019.

The following table shows the effects deriving from the restatement of the balance sheet figures as per June 30, 2018, recognizing the effect deriving from the adoption of IFRS 9 as an adjustment to the Shareholders' Equity as per July 1, 2018.

Effects on assets, liabilities and Shareholders' Equity as at July 1, 2018

(Amounts in thousands of EUR)	June 30, 2018	Effects of IFRS 9 adoption	July 1, 2018
Intangible assets	139,522	-	139,522
Tangible assets	39		39
Non current financial assets	234,226	-	234,226
Other non-current assets	0		3
Total non-current assets	**373,787**	**-**	**373,787**
Current financial assets	16,883	-	16,883
Trade receivables	2,214	-	2,214
Current trade receivables from parent companies	7,440	-	7,440
Prepaid expenses	205	-	205
Cash at bank and on hand	10,780	-	10,780
Total current assets	**37,522**	**-**	**37,522**
Total assets	**411,309**	**-**	**411,309**
Shareholders' Equity	133,073	4,370	137,443
Total Shareholders' Equity	**133,073**	**4,370**	**137,443**
Non-current financial liabilities	201,813	(4,370)	197,443
Deferred tax liabilities	18,726	-	18,726
Total non-current liabilities	**220,539**	**(4,370)**	**216,169**
Payables towards suppliers	70	-	70
Current payables towards parent companies	219		219
Current financial liabilities	16,588	-	16,588
Current income tax liabilities	1	-	1
Other current liabilities	40,818	-	40,818
Total current liabilities	**57,697**	-	**57,697**
Total liabilities and Shareholders' Equity	**411,309**	**-**	**411,309**

The impact deriving from the application of IFRS 9, amounting to EUR 4,370 thousand, refers to the different accounting of financial flows deriving from the loan agreement with Goldman Sachs and Unicredit following the Amendment Agreement signed on June 22, 2017, after the starting date of the contract itself. This Amendment Agreement provided for i) an increase in the loan granted up to Euro 230 million and ii) a postponed maturity to 2022. The modification of the terms of the financial liability is not a substantial modification because the net present value of the cash flows under the modified terms is not at least 10 per cent different from the net present value of the remaining cash flows of the liability prior to the modification, both discounted at the original effective interest rate.

The change that is most relevant to the Group in terms of their impact regard recognition of the difference between the present value of the modified cash flows (determined using the instrument's effective interest rate at the date of modification) and the carrying amount of the

instrument in profit or loss in the event of non-substantial modifications to the terms of a financial instrument. Previously in such cases, under IAS 39, the Group continued to account for the instrument at the previously recognised amortised cost, redetermining the related effective interest rate on a prospective basis. In particular, the impact of EUR 4,370 thousand is related to the following events:

- the extension of the reimbursement period, extend until 2022;
- additional transaction costs incurred with the Amendment Agreement signed on June 22, 2017: they adjust the carrying amount of the modified financial liability and they are amortized over the remaining term of the modified financial liability;
- the extension of the amortization period (until 2022) of the initial transaction costs related to the first Agreement signed on February, 2015 (whose previous due date was 2020).

Pursuant to IFRS 9, the present value of the cash flows envisaged by the loan agreement was restated, which went from EUR 218,400 thousand to EUR 214,030 thousand.

The difference between the two values has had an impact on the Shareholders' Equity and, consequently, among the Loans as a result of a recalculation of the current value of the loan.

IFRS 15 – Revenue from Contracts with Customers

On May 28, 2014, the IASB published the standard **IFRS 15 – Revenue from Contracts with Customers**, which aims to replace the standards IAS 18 – Revenue and IAS 11 – Construction Contracts, as well as the interpretations IFRIC 13 – Customer Loyalty Programmes, IFRIC 15 – Agreements for the Construction of Real Estate, IFRIC 18 – Transfers of Assets from Customers and SIC 31 – Revenues-Barter Transactions Involving Advertising Services, together with further clarification published on April 12, 2016. The standard establishes a new model for revenue recognition which will be applied to all contracts stipulated with customers, with the exception of those falling within the realm of application of other IAS/IFRS standards such as leasing, insurance contracts and financial instruments. The fundamental steps for revenue recognition according to the new model are as follows:

- Identify contracts with the customer;
- identify the performance obligations of the contract;
- determine the transaction price of the contract;
- allocate the transaction price to each of the separate performance obligations; recognize the revenue as each performance obligation is satisfied.

As provided by IFRS 15, the Company has restated the outstanding financial balances as at June 30, 2018, recording the effect deriving from the adoption of the new standard as adjustment to the Shareholders' Equity as at July 1, 2018.

No effects originating from the first adoption of the new IFRS 15 international accounting standard emerged from the assessments carried out, with regard to the Companies' financial items as at June 30, 2018, as recorded in the balance sheet included in the financial statements as at that date. No difference is recognized between previous standards and IFRS 15 about revenue recognition for the Company.

The following table shows the main types of products and services that the entity supplies to its customers and the related recognition modalities:

Products and Services	Type and timing to fulfil performance obligations
Revenue	The performance obligation relates to the use of the business line by Soccer SAS. Transaction price is determine by the contract between the two companies. The entity fulfils the related obligations and recognises over time revenues on a straight-line basis. The unconditional right to receive a payment from the customers arises based on the passage of time.

INVESTMENTS IN SUBSIDIARIES, AFFILIATES AND HOLDINGS

As at the closing date of this interim financial report, there are no investments in subsidiaries, affiliates and holdings.

The company does not hold, nor acquired or sold during the financial year, shares in a parent company, not even through trust companies or as beneficial owner.

RESEARCH AND DEVELOPMENT COSTS

As at March 31, 2019, the Company has not carried out any Research and Development activity; therefore, among the assets in the Balance Sheet, no capitalized costs relating to such activity have been recorded.

PROCEEDINGS INVOLVING THE COMPANY

As at March 31, 2019, the Company is not involved, either as claimant or respondent, in any legal proceedings or other tax-related procedures.

THE SEASONAL NATURE OF THE TRANSACTIONS CONDUCTED BY THE COMPANY

The Company's economic performance is not affected by seasonality trend since it generates revenues from business unit lease that is not affected by any seasonal event.

ADOPTION OF NEW ACCOUNTING STANDARDS, AMENDMENTS AND INTERPRETATIONS ISSUED BY THE IASB

Other IFRS Accounting standards, amendments and interpretations applied from July 1, 2018

- On June 20, 2016, the IASB published the amendment to **IFRS 2 "Classifications of classification and measurement of share based payment transactions"**. Suche Amendments provide some clarification in relation to accounting of the effects of vesting conditions, in the presence of cash-settled share-based payments, the classification of share-based payments with net settlement characteristics and the accounting of amendments to terms and conditions of a share-based payment, which modify the classification from cash-settled to equity-settled. The amendments would be applicable from January 1, 2018 or later, and therefore they were applied from July 1, 2018. The adoption of this amendment had no impact on the financial statements of the Company.

- On December 8, 2016 the IASB published the document **"Annual Improvements to IFRS's: 2014-2016 Cycle"**, which partially supplements the already existing standards within the annual improvement process. The main amendments involve:

- IFRS 1 First-Time Adoption of International Financial Reporting Standards - Deletion of short-term exemptions for first-time adopters. The amendment would be applicable from January 1, 2018 or later, and therefore it was applied from July 1, 2018 and concerns the cancellation of some short-term exemptions envisaged in paragraphs E3-E7 in the Appendix E of IFRS 1 as it is deemed that the benefit of these exemptions no longer exists.
- IAS 28 Investments in Associates and Joint Ventures – Measuring investees at fair value through profit or loss: an investment-by-investment choice or a consistent policy choice. The amendment clarifies that the option for a venture capital organisation or other qualifying entity (such as a mutual fund or similar entity) to measure investments in associates and joint ventures, measured at fair value through profit or loss (rather than by using the equity method), should be performed for each single investment upon initial recognition. The amendment would be applicable from January 1, 2018 or later, and therefore it was applied from July 1, 2018.
- IFRS 12 Disclosure of Interests in Other Entities – Clarification of the scope of the Standard. The amendment clarifies the application scope of IFRS 12, and specifies that disclosures required by the standard, except for the ones envisaged in paragraphs B10-B16, also apply to interests held for sale, held for distribution to shareholders and discontinued operations in accordance with IFRS 5. The amendment would be applicable from January 1, 2018 or later, and therefore it was applied from July 1, 2018.

The adoption of these amendments had no impact on the financial statements of the Company.

- On December 8, 2016, the IASB issued the amendment to the **IAS 40 "Transfers of Investment Property"**. These amendments clarify transfers of investment property to, or from investment property. More specifically, an entity must reclassify a property to, or from investment property only when there is a change in use. A change in use must be related to a specific event already occurred and shall not be limited to a change in the Management's intentions of an entity for the use of a property. These amendments would be applicable from January 1, 2018 or later, and therefore they were applied from July 1, 2018. The adoption of these amendments had no impact on the financial statements of the Company.

- On December 8, 2016, IASB published the interpretation **IFRIC 22 "Foreign Currency Transactions and Advance Consideration**". This interpretation aims at providing guidelines for transactions carried out in a foreign currency, where non-monetary advances and payments on account are recognised in the financial statements before the recognition of the related assets, costs or revenue. This IFRIC provides guidance gives indication on how the entity should determine the date of a transaction and therefore the spot exchange rate to be used when transactions in foreign currency are carried out, in which the payment is made or received in advance.

  The interpretation clarifies that the transaction date is the earlier between:

  a) the date in which the advanced payment or the payment on account received are recorded in the entity's financial statements; and
  b) the date in which the assets, the cost or the revenue (or part of the same) is recorded in the financial statements (with consequent reverse of the advanced payment or the payment on account received).

▪ In the event of a number of advances or payments on account received, a specific transaction date must be identified for each of these transactions. IFRIC 22 would be applicable from January 1, 2018 or later, and therefore it was applied from July 1, 2018. The adoption of this interpretation had no impact on the financial statements of the Company.

IFRS and IFRIC Accounting standards, amendments and interpretations approved by the European Union, not yet applicable and not adopted in advance by the Group as at March 31, 2019.

- On January 13, 2016, the IASB published the standard **IFRS 16 – Leases** which will replace IAS 17 – Leases, as well as the interpretations IFRIC 4 Determining whether an Arrangement contains a Lease, SIC-15 Operating Leases—Incentives and SIC-27 Evaluating the Substance of Transactions Involving the Legal Form of a Lease.

  The new standard provides a new definition of lease and introduces a criterion based on control (right of use) of a good in order to distinguish lease contracts from service contracts, while identifying the following as discriminating factors: identification of the good, the right of replacement of the latter, the right to substantially obtain all the economic benefits deriving from the use of the good and the right to manage the use of the good underlying the contract.

  The standard provides for a single model for the recognition and measurement of lease contracts for the lessee and which includes the booking of the assets also subject to an operating lease under assets and with an offsetting item equal to a financial payable, thereby providing for the possibility of not recognizing contracts, which involve low-value assets (i.e. lease contracts related to assets with a value lower than Euro 5,000) as well as leases with a contractual duration equal to or less than 12 months, as leasing contracts. On the contrary, the standard does not include significant changes for lessors. The standard is applicable as of January 1, 2019 but early application is allowed.

  Directors initiated a project aimed at implementing the new standard which envisages, as first step, a detailed analysis of contracts and accounting impacts and, as a second step, the implementation and/or adjustment of administrative processes and the accounting system. Directors have not yet defined the approach that they intend to adopt amongst those permitted by the IFRS 16 standard.

- On October 12, 2017, the IASB published an amendment to **IFRS 9 "Prepayment Features with Negative Compensation"** (published on October 12, 2017). This document specifies that the instruments that envisage a prepayment might comply with the "SPPI" test also in the event the reasonable additional compensation, to be paid in case of prepayments, is a negative compensation for the lender. The amendment is applicable as from January 1, 2019 but earlier application is permitted. The Directors do not expect significant impacts from the instruction of the amendment.

- On June 7, 2017, the IASB published the interpretation **"Uncertainty over Income Tax Treatments (IFRIC Interpretation 23)"** (published on June 7, 2017). The interpretation deals with uncertainty over tax treatments to be adopted on income taxes. In particular, the interpretation requires that an entity analyses the uncertain tax treatments (independently or together, according to their characteristics), always assuming that Tax Authorities will examine those amounts and will have full knowledge of all relevant information when doing so. If the entity concludes that it is not probable that a particular tax treatment is accepted, the entity has to reflect the uncertainty when determining current and deferred income taxes. Moreover, no other disclosure obligation is envisaged in the document but it is highlighted that the entity shall determine whether it will be necessary to provide information on observations made by the Management on the uncertainty related to tax accounting, in compliance with IAS 1. The new interpretation is applicable as from January 1, 2019 but

earlier application is permitted. The Directors do not expect significant impacts from the instruction of the amendment.

IFRS Accounting standards and interpretations not yet applicable insofar as not endorsed by the European Union

At the reporting date of these interim condensed financial statements, the competent Bodies of the European Union had not yet completed the approval process required for the adoption of amendments and the standards below.

- On May 18, 2017, the IASB published the standard **IFRS 17 - Insurance Contracts**, intended to supersede the standard IFRS 4 - Insurance Contracts.
  The purpose of the new standard is to guarantee that an entity supplies information representing both rights and obligations related to insurance contracts. The IASB has developed this standard to remove all inconsistencies and weaknesses of the existing accounting policies, by supplying a consolidated principle-based framework to take account of all types of insurance contracts, including reinsurance contracts held by an insurer. The new standard also envisages presentation and information requirements to improve comparability between entities belonging to the same sector.
  According to the new standard, an insurance contract is measured based on a General Model or a simplified version named Premium Allocation Approach ("PAA").
  The main characteristics of the General Model are:
  - estimates and assumptions of future cash flows are always the current ones;
  - measurement reflects the time value of the money;
  - estimates envisage an extensive use of observable market information;
  - there is a current and explicit measurement of risk;
  - the expected revenue is deferred and aggregated in clusters of insurance contracts upon initial recognition; and,
  - the expected revenue is recognised over the coverage period for the contracts, taking account of adjustments resulting from changes in assumptions related to cash flows of each single cluster of contracts.

  The PAA approach measures the liability for the remaining coverage of a cluster of insurance contracts provided that, upon initial recognition, the entity provides that this liability reasonably represents a reasonable approximation to the General Model. Contracts with a coverage period of one year or less are automatically eligible for the PAA approach. Simplifications resulting from the application of the PAA method are not applicable to the measurement of liabilities for claims in place, that are measured based on the General Model. However, discounting of cash flows is not required if the balance is likely to be paid or received within one year from the claim date.
  The entity shall apply the new principle to insurance contracts issued, including reinsurance contracts issued, reinsurance contracts held and investment contracts with discretionary participation features (DPF).
  The standard is applicable as from January 1, 2021 but early application is allowed solely for entities which apply IFRS 9 – Financial Instruments and IFRS 15 - Revenue from Contracts with Customers. The Directors deem that the adoption of this standard will not have a significant effect on the financial statements of the Company.

- On October 12, 2017, the IASB published the document **IAS 28 "Long-term Interests in Associates and Joint Ventures (Amendments to IAS 28)"**. This document clarifies that an entity shall apply IFRS 9, including requirements related to impairment, to other long-term interests in associates or joint ventures to which the equity method is not applied. The amendment is applicable as from January 1, 2019 but earlier application is permitted. The Directors are currently evaluating the possible impact of the introduction of these amendments on the financial statements of the Company.

- On December 12, 2017, the IASB published the document **"Annual Improvements to IFRSs: 2015-2017 Cycle"**, which includes the amendments to the standards within the annual improvement process. The main amendments involve:

  - IFRS 3 Business Combinations and IFRS 11 Joint Arrangements: the amendment clarifies that when an entity gains control of a business that is a joint operation, it shall remeasure the interests previously held in this business. Conversely, this process is not envisaged in the event of a joint control.
  - IAS 12 Income Taxes: this amendment clarifies that all tax effects related to dividends (including payments on financial instruments classified as Equity) should be accounted for consistently with the transaction that generated the profit (Income Statement, OCI or Equity).
  - IAS 23 Borrowing costs: the amendment clarifies that in the event of loans that are still in place after the reference qualifying asset is ready for use or sale, these amounts become part of the amounts used to calculate the borrowing costs.
    The amendments are applicable as from January 1, 2019 but earlier application is permitted.

  The Directors are currently evaluating the possible impact of the introduction of these amendments on the financial statements of the Company.

- On February 7, 2018 the IASB published the document **"Plan Amendment, Curtailment or Settlement**". The document clarifies how an entity should recognise a modification (i.e. a curtailment or a settlement) of a defined benefit plan. Modifications require that the entity updates its assumptions and remeasures net liabilities or assets related to the plan. These amendments clarify that, upon occurrence of this event, an entity uses updated assumptions to measure the current service cost and the interests for the rest of the reference period following the event. The Directors are currently evaluating the possible impact of the introduction of these amendments on the interim condensed financial statements.

- On October 22, 2018 the IASB published the document **"Definition of a Business (Amendments to IFRS 3)"**. The document supplies some clarifications on the definition of the business for the purposes of a correct application of the IFRS 3 standard. In particular, the amendment clarifies that while a business usually produces an output, the presence of an output is not strictly necessary to determine a business in the presence of an integrated set of activities/processes and assets. However, in order to be considered a business, a set of activities/processes and assets must include, at a minimum, an input and a substantive process that significantly contribute to the ability to create outputs. To this purpose, the IASB replaced the wording "ability to create output" with "ability to contribute to create outputs" to clarify that a business can exist also without the presence of all inputs and processes necessary to create an output.

  The amendment has also introduced a concentration test, optional for the entity, that permits an assessment of whether an acquired set of activities and assets is not a business. If the test outcome is positive, the acquired set of activities/processes and assets is not a business and the standard does not require further assessments. If the test outcome is negative, the entity shall carry out further analyses to determine whether the acquired activities/processes and assets is a business. To this purpose, the amendment added a number of illustrative examples to the IFRS 3 standard in order to help entities understand the practical application of the new definition of business in specific cases. Amendments are applicable to all business combinations and subsequent acquisitions of assets, as from January 1, 2020 but early application is allowed.

  While considering that this amendment will be applied on the new acquisition transactions that will be concluded as from January 1, 2020, any effect will be recognised in the financial statements ended after this date.

- On October 31, 2018, the IASB published the document **"Definition of Material (Amendments to IAS 1 and IAS 8)".** This document introduced an amendment in the definition of "material" included in the IAS 1 - Presentation of Financial Statements and IAS 8 - Accounting Policies, Changes in Accounting Estimates and Errors. This amendment aims at specifying the definition of "material" and introduces the concept of "obscured information" together with the concepts of omitted or misstated information, already included in the two amended standards. The amendment clarifies that an information is "obscured" when it is described in a manner that the effect for the readers of a financial statement would be similar to the effect created by an omitted or misstated information.

  The Directors are currently evaluating the possible impact of the introduction of these amendments on the financial statements of the Company.

- On September 11, 2014, the IASB published an amendment to **IFRS 10 and IAS 28 "Sales or Contribution of Assets between an Investor and its Associate or Joint Venture"**. The document was published for the purposes of resolving the current conflict between IAS 28 and IFRS 10. In accordance with provisions of IAS 28, the profit or loss resulting from the transfer or conferment of a non-monetary asset to a joint venture or associate in exchange for a share capital quota of the latter is limited to the quota retained in the joint venture or associate by other investors which are external to the transaction. Conversely, the standard IFRS 10 provides for the booking of the entire profit or loss in the case of loss of control of a subsidiary, even if the entity continues to retain a non-controlling quota and including in this case even the transfer or conferment of a subsidiary to a joint venture or associate. The amendments introduced envisage that in the sale or transfer of an asset or a subsidiary company to a joint venture or associate, the measurement of a profit or loss to be recognised in the financial statements of the transferring /receiving company will depend on whether the assets or the subsidiary sold or transferred represent a business, as envisaged by IFRS 3. If the assets or subsidiary company sold or transferred represent a business, the entity shall recognise the profit or loss on the entire portion previously held. Conversely, the portion of profit or loss, related to the interests which is still held by the entity, should be derecognised. At the moment, the IASB has suspended the application of this amendment. The Directors are currently evaluating the possible impact of the introduction of these amendments on the interim condensed financial statements.

  The Directors do not expect any significant impact from the adoption of these amendments.

Main uncertainty elements in performing financial statements' estimates

The preparation of financial statements and the Notes based on application of the IFRS requires that Directors use estimates and assumptions that have an effect on assets and liabilities and on the disclosure of potential assets and liabilities at the reporting date. The estimates and assumptions used are based on experience and other factors considered material. The final results may differ from these estimates. The estimates and assumptions are periodically reviewed and the effects of every variation are reflected immediately in the income statement or shareholders' equity for the reporting period when the estimate was made.

The most significant items impacted by these situations of uncertainty are provisions for risks and charges.

Provisions for risks and charges

Provisions for risks and charges cover costs of a known nature, that were certain or probable but whose amount or due date was uncertain at year end. Provisions are recorded following a legal or constructive obligation as a result of past events and when it is probable that an outflow of resources will be required. Provisions are posted for accounting purposes in accordance with IAS 37, when:

- the company is bound by a current (legal or implied) obligation as a result of a past event;
- it is probable that economic resources will have to be used to satisfy this obligation;
- it is possible to reliably estimate the amount necessary to fulfil the obligation.

The Provisions are made on the basis of the Directors' knowledge of similar obligations incurred in prior financial years and the amount of the current obligation, with the support of the entity's in-house counsel.

Management of financial risks

This Interim financial report has been prepared in accordance with the provisions of IFRS 7. The risks related to the ordinary management of the Company's operations can be summarized as follows:

Credit risk

The Company does not have a significant concentration of credit risk and has adopted appropriate procedures to minimize exposure to this risk.

More specifically, receivables from proceeds generated by the licensing of audio-visual rights that have been marketed in a centralized manner by the Italian Football League starting from the 2010-2011 financial year are not secured by guarantees. However, in light of the long-standing experience and high standing of the Issuers in question, significant insolvency risks are not foreseen. The remaining unsecured receivables, which are an insignificant part of the overall pool of receivables, are monitored by the Company, which assesses the risks of collection by also specifically making provision for bad debts.

Interest rate risk

There are interest rate risks for the medium/long-term loans disbursed under the loan agreement signed with Goldman Sachs International and Unicredit S.p.A., as last amended on June 22, 2017, but thes interest rate risks are partially mitigated, as they are substantially set at a fixed rate (which are variable but have a minimum pre-established value). We do not believe that there are interest rate risks (even though such interest rates are variable) for other financial instruments, which mainly consist of credit lines opened on current bank accounts and factoring advances, since there is a limited timeframe within which to repay them and the interest rates are stable. Therefore, there is no need to present a sensitivity analysis on the effects that could be generated on the income statement and on the Shareholders' Equity account by an unexpected and unfavorable change in interest rates.

Exchange rate risk

The company carries out almost all the transactions in euro, the functional currency. Therefore, it is not subjected to significant exchange rate fluctuation risks.

Derivative financial instruments risk

In the year under review and in previous years, the company did not subscribe any hedging or trading derivative financial instruments.

Liquidity risk

The liquidity risk is the risk that the available financial resources might not be sufficient to cover maturing obligations. The Group manages the liquidity risk by trying to maintain a constant balance between sources of funding generated from current operations and from the use of financial resources provided by credit institutions and from the use of the available cash, fulfilling the objectives set by its financial budget. Cash flows, financial needs and liquidity are constantly monitored, with a view of ensuring that resources are managed in an effective and efficient manner.

In particular, the possibility of meeting its ordinary cash flow needs might be subject to the mechanism to use cash at bank and in hand provided in the Loan Agreement entered into on February 2015 with Goldman Sachs and Unicredit, as "Mandated Lead Arranger and Bookrunner", as amended by the Amendment Agreement of June 2017. The Loan Agreement provides a mandatory mechanism of use of proceeds and cash at bank and in hand to guarantee the good performance of the undertaken obligations, that is defined through the assignment without recourse of receivables or through the company being conferred mandate to collect all receivables assigned without recourse or as guarantee and therefore collect any payment made by, or on behalf of, AS Roma's and Soccer's debtors, concerning in particular the TV rights related to Serie A championship and European competitions, licensing and sponsorships activities, as well as the "direct media rights", whose activities are linked to the TV channel "Roma TV" and the radio channel "Roma Radio", as well as other activities carried out on digital platforms (e.g., website, Facebook, Twitter, WeChat, Instagram, YouTube, Pinterest, Giphy, Weibo). Under this mechanism provided by the contract, use of Group's cash at bank and in hand may by temporarily restricted, with negative effects on the cash at bank and in hand necessary to meet the immediate cash flow needs, so as to prevent payment of debts at due dates, which, in the specific case of payables towards football clubs for transferred players, and salaries, including taxes and social security withholdings, accrued vis-à-vis staff registered with the Company, can negatively affect the issuance of the National License, to register for Serie A Championship, and of the UEFA License, to register for European competitions. If the Company fails to participate to Serie A Championship A and European competition, it will not obtain the revenues from the Italian Football League and Uefa.

Risk associated with contractual covenants

Some loan agreements include covenants, acceleration events, cross default clauses and undertakings whose breach or activation could lead to termination of the contract and mandatory prepayment, with significant negative effects on the Group's financial and economic position, that might jeopardize the going concern.

In particular, with regard to the loan agreement signed on 12 February with Goldman Sachs International and Unicredit, as "Mandated Lead Arranger and Bookrunner", it should be noted that at the time of this Report the covenants under the contract have been complied with during all quarters starting from June 30, 2015 (first quarter ending date under consideration), that no breach of negative pledges nor acceleration events or events resulting in mandatory prepayment occurred.

Risk associated with revenue concentration

The Company's revenues originate exclusively from the business unit lease agreement in force with the parent company Soccer Sas di Brand Management Srl and the collection of the rent therefore depends on Soccer's assets.

Soccer's assets, overall related to the commercial exploitation of the AS Roma trademark, are in turn strictly related to the results of the sport performances and results obtained by the First Team of AS Roma at the competitions in which it participates during the financial year.

Risk associated with the general economic situation

The Company's economic and financial situation is influenced by several elements that compose the macro-economic framework, including the increase or decrease of the gross national product, the level of consumer and business confidence, the cost of raw materials and the unemployment rate of the country.

Such elements affect AS Roma and Soccer's ability to generate financial flows that, as a result of the assignment of receivables as surety, are intended for the Company and aimed at covering the debt originating from the Loan Agreements.

SIGNIFICANT EVENTS OCCURRED DURING THE PERIOD

Loan Agreement

During the period, based on the provisions of the Amendment Agreement to the Loan Agreement, the Company has returned portions of share capital totaling to EUR 10,875 thousand, plus interest, in accordance with the contractual terms. It should also be noted that, applying the IFRS 9 accounting standard, that applies to the current period, transaction costs incurred have been restated with effects on the amount of the loan, which is thereby reduced of EUR 4,370 thousand. Consequently, the Reserve for retained earnings of previous financial year has been increased for the same amount.

Corporate Governance

The Shareholders' Meeting, on October 25, 2018, resolved on the appointment as Chairman of the Board of Directors of Mr. Mauro Baldissoni, following the resignations of Mr. Umberto Maria Gandini, effective from October 1, 2018. The Shareholders' Meeting has also supplemented the Governing Body by appointing as member of the Board of Directors Mr. Guido Fienga, that has been conferred with operating powers starting from the following Board of Directors' Meeting, held on October 30, 2018. The Shareholders' Meeting has also retained as auditing firm the company Deloitte & Touche until the approval of financial statements for the financial year ending on June 30, 2021, following the resignation of the previous auditing firm BDO Italia S.p.A. and in accordance with the mandate conferred upon the Holding company AS Roma.

ANALYSIS OF BALANCE SHEET

ASSETS

NON-CURRENT ASSETS

1 – Intangible assets

Concessions, licenses, trademarks and similar rights

The line amounts to EUR 123,114 thousand (EUR 123,107 thousand as at June 30, 2018), and refer to the AS Roma Trademarks, which were recognized in the financial statements following the transfer of the "Soccer Going Concern" Business Unit on February 11, 2015. The AS Roma Trademarks are considered intangible assets with an indefinite useful life, taking into account that it is not foreseeable to what extent these assets will cease to generate cash inflows for the Company, and therefore are not subject to depreciation, but to an impairment test, in accordance with IAS 36, annually, and whenever there is an indication of impairment.

Therefore, the line concessions, licenses, trademarks and similar rights with an indefinite useful life, which includes, as specified above, the value of the commercial exploitation rights of the AS Roma trademarks, the main assets of the relative CGU, was subjected to an impairment test (as of June 30, 2018), with the help of an estimate of the recoverable value, prepared by an independent expert. As this recoverable amount was higher than the carrying amount, no impairment was necessary.

The estimate of the recoverable value was based on the discounting of expected income flows, which reliably approximate the cash flows. The estimate of the expected flows took into account the forecast of the profit for the current season and a full-scale projection determined by the attribution to the trademark of a portion of the company's rent received by the company, proportional to the margin generated for the tenant. The WACC discount rate takes into account the current capital market conditions, the specific risk of the business and the financial structure of the AS Roma Group at the reference date of the estimate. The discount rate was the WACC rate of 6.9%. A sensitivity analysis was carried out, on the basis of which an unfavorable deviation of the discount rate and of revenues at full capacity of 10% would not entail any reduction in value.

It should be noted that following the financing provided in February 2015 by Goldman Sachs International and Unicredit S.p.A., respectively as “Mandated Lead Arranger and Bookrunner”, a first-degree pledge was recorded, granted by the Company on the initial and future intellectual property of the AS Roma trademark and related derivations, in favor of Unicredit Bank AG and Unicredit Spa, to guarantee the exact and unconditional fulfilment of the Guaranteed Obligations, as defined in the relevant contract.

Other intangible assets

The line amounts to EUR 16,245 thousand (EUR 16,415 thousand as at June 30, 2018) and have decreased of EUR 169 thousand in connection with the amortization generated during the period:

(Amounts in thousands of EUR)	Carrying value June 30, 2018	Additions	Disposals	Amortization	Carrying value March 31, 2019
RAI Library	16,000	-	-	(136)	15,864
Library Capitalization	385	-	-	(4)	381
Software licenses	30	-	(7)	(23)	0
Total	**16,415**	**-**	**(7)**	**(162)**	**16.245**

RAI Library

It amounts to EUR 15,864 (EUR 16,000 thousand as at June 30, 2018), for the exclusive rights acquired from the Italian State Television RAI in 2007 for the commercial exploitation and economic use of all the images of AS Roma's home games and everything directly related thereto recorded in the RAI archives.

Library capitalization

It amounts to EUR 381 thousand (EUR 385 thousand as at June 30, 2018), for the valorization of media contents produced in previous financial years. Such fixed assets have been considered as having definite useful life, considering the period of possible economic exploitation of the same.

Software licenses

These amount to nil (EUR 30 thousand as at June 30, 2018), consisting of software licenses and are reclassified on “Concessions, licenses, trademarks and similar rights”.

2 – Tangible assets

These amount to EUR 30 thousand (EUR 39 thousand as at June 30, 2018), composed of the following fixed assets, ass shown below:

	Balance as at June 30, 2018			Depreciation provision		Balance as at March 31, 2019		
(Amounts in thousands of EUR)	Historical cost	Accumulated depreciation	Carrying value	Depreciation	Utilization	Historical cost	Accumulated depreciation	Carrying value
Plant and machinery	**24**	**(13)**	**11**	**(3)**	**-**	**24**	**(16)**	**8**
Industrial and commercial equipment	**17**	**(9)**	**8**	**(2)**	**-**	**17**	**(11)**	**6**
Furniture and fittings	27	(11)	16	(3)	-	27	(14)	13
Computer equipment	14	(11)	3	(1)	-	14	(12)	2
Projection machines	2	(1)	1	-	-	2	(1)	1
Other assets	**44**	**(23)**	**20**	**(4)**	**-**	**44**	**(27)**	**16**
Totals	**84**	**(45)**	**39**	**(9)**	**-**	**84**	**(54)**	**30**

The variation during the year is entirely due to the depreciation for the period.

3 - Non-current financial assets

The line totaled EUR 251,142 thousand (EUR 234,226 thousand as at June 30, 2018), up EUR 16,916 thousand with respect to the previous year.

(Amounts in thousands of EUR)	June 30, 2018	Additions	Disposals	March 31, 2019
Fixed financial assets	16,601	-	-	16,601
Non-current receivables from parent companies (Soccer Sas)	217,625	21,484	(4,568)	234,541
Totals	**234,226**	**21,484**	**(4,568)**	**251,142**

Non-current receivables from parent companies

It totaled EUR 234,541 thousand (EUR 217,625 thousand as at June 30, 2018) and refers, for EUR 193,477 thousand (EUR 181,954 thousand as at June 30, 2018), to the principal amount of the credit towards Soccer Sas, falling due after the end of the period. The initial financing of EUR 150,334 thousand, disbursed to Soccer Sas in February 2015 thanks to the amounts originating from the loan agreement entered into with Unicredit and Goldman Sachs, was followed by subsequent loans totaling EUR 49,507 thousand (EUR 37,984 thousand as at June 30, 2018), of which EUR 11,523 thousand during the first 9 months of the financial year and relevant repayments, for EUR 6,364 thousand (EUR 6,364 thousand as at June 30, 2018).

The balance includes interests accrued until the ending date of the period, totaling EUR 41,064 thousand (EUR 35,671 thousand as at June 30, 2018), of which EUR 9,961 thousand accrued in the period and EUR 4,568 thousand repaid by the parent company.

Non-current escrow deposits

The line totaled EUR 16,601 thousand (EUR 16,601 thousand at June 30, 2018), for cash reserves used to guarantee investors, as provided for in the loan agreement signed with Unicredit and Goldman Sachs in February 2015, the amount of which was adjusted on the basis of the amendment agreement in June 2017. These funds are held in deposit in the current account called "Debt Service Reserve Account", held with Unicredit.

4 – Other non-current assets

It totaled EUR 3 thousand, for receivables from the tax authorities for withholdings on interest paid to foreign lenders paid in the period in a higher amount and that are expected to be recovered after more than 12 months.

CURRENT ASSETS

5 – Current trade receivables

Trade receivables

This line totaled EUR 1,247 thousand (EUR 2,214 thousand as at June 30, 2018), down by EUR 967 thousand in the period. It consists of the following receivables:

(Amounts in thousands of EUR)	March 31, 2019	June 30, 2018	Change
Customers	2,255	2,468	(213)
Allowance for bad debts	(1,008)	(254)	(754)
Total	**1,247**	**2,214**	**(967)**

Receivables from customers, amounting to EUR 2,255 thousand (EUR 2,468 thousand at June 30, 2018), include: EUR 1,120 thousand (EUR 2,200 thousand at June 30, 2018) from customers for indirect media rights, managed centrally by LNP Serie A and UEFA. The remain amount, equal to EUR 1,135 thousand (EUR 268 thousand at June 30, 2018) essentially relates to direct media rights receivables relating to the production and broadcasting, via TV, radio or other media, of content (audio-visual and photographic material) relating to national and international matches, and in general to the activities of the AS Roma football club.

In compliance with the provisions of IFRS 7, trade receivables are broken down by overdue periods as at March 31, 2019:

(Amounts in thousands of EUR)	March 31, 2019	June 30, 2018
Non-overdue trade receivables	-	-
Trade receivables up to 30 days overdue	282	518
Trade receivables 31 to 60 days overdue	101	-
Trade receivables 61 to 90 days overdue	-	936
Trade receivables more than 90 days overdue	1,872	1,014
Total Trade receivables	**2,255**	**2,468**
Customers with invoices to be issued	-	-
Less bad debt provision	(1,008)	(254)
Total	**1,247**	**2,214**

Trade receivables are shown net of the related bad debt provision, amounting to EUR 1,008 thousand (EUR 254 thousand at June 30, 2018), relating to trade receivables more than 90 days overdue, which are difficult to collect. The provision shows an increase by EUR 754 thousand due to the adjustment made during the financial period, relating to the write-down of

some bad debts. The remaining portion of these receivables not written down is currently considered to be realizable by the Directors.

The Group applies the simplified approach under IFRS 9 to measure the expected credit loss on all trade receivables and assets originating from contracts with customers.
To calculate the expected credit loss, the trade receivables have been initially grouped depending on the debtors (Third parties and Public Authorities) and, subsequently, solely depending on receivables from third parties according to overdue days.
The rates on the expected credit loss are based on the collection times on a period of 545 days before July 1, 2018, and on the relevant historical receivables losses during such period. The historical loss rates are adjusted to reflect the current and future macro-economic situation affecting the customers' ability to repay debts. The Group identified the average default rate of Italian undertakings for 2018-2019 as significant element with regard to receivables from third parties, while it has recorded the Country Italy as principal element for receivables from Public Authorities. Such elements have been used to adjust the recorded historical loss rates.
Based on the model described above, no significant impact is expected for the provision for bad debts to be adjusted at March 31, 2019.

Current trade receivables from parent companies

This line totaled EUR 7,010 thousand (nil at June 30, 2018). It refers to trade receivables collected from AS Roma and to be transferred to the Company, in accordance with the obligations undertaken under the loan agreement mentioned above with Goldman Sachs International and Unicredit. For a better presentation of receivables, on interim condensed financial statement at March 31, 2019 this line item included current trade receivables from parent companies. On the comparative period at June 30, 2018 were classified on "Other Receivables".

6 – Current financial assets

These amounts totaled EUR 7,570 thousand (EUR 16,883 thousand at June 30, 2018), down by 9,313 thousand in the period. They include EUR 6,058 thousand (EUR 15,754 thousand at June 30, 2018) for the remaining principal loan granted on June 22, 2017 to AS Roma (EUR 20,412 thousand) following the cash flow generated from the extension and rescheduling of the initial financing, signed with Goldman Sachs International and Unicredit in February 2015, as part of the overall refinancing operation of the AS Roma Group. Principal debt decreased by EUR 9,696 thousand due to partial repayments made during the financial period.

The balance at June 30, 2018 also includes accrued interest at March 31, 2019 of EUR 1,512 thousand (EUR 1,129 thousand at June 30, 2018) calculated by applying a variable interest rate, in line with market conditions for this type of financing, and under the same conditions as those applied by the lender of the subsidiary.

7 – Other current assets

Other receivables

The line amounts to EUR 19 thousand (EUR 7,440 thousand at June 30, 2018) and refers to the outstanding receivables from NEEP Roma Holding, with regard to the settlement of the Group VAT, to which the Company adhered in January 2017. As reported on note number 5, on the comparative period at June 30, 2018 the current trade receivables from parent companies were

classified on “Other Receivables”. On interim condensed financial statement at March 31, 2019, for a better presentation, these receivables are classified on “Current receivables from parent companies”.

Prepaid expenses

These amount to EUR 292 thousand (EUR 205 thousand at June 30, 2018) and relate, for EUR 226 thousand, to the portion of annual financial services and commissions relating to the financing agreement, invoiced in advance in the period by Unicredit and, for EUR 66 thousand, to services and annual financial commissions incurred by AS Roma and charged in turn on the Company, relating to the residual portion of the financial year and to the following year.

8 – Cash at bank and in hand and cash equivalents

This item totaled EUR 22,600 thousand (EUR 10,780 thousand as at June 30, 2018) and relates to cash flows generated by current operations. It consists exclusively of current bank accounts, which are managed in accordance with the terms of the financing signed with Unicredit and Goldman Sachs in February 2015 and subsequent amendment of June 2017.

These current accounts are subject to a pledge, the effectiveness of which is subject to the occurrence of events such as to make it exercisable and enforceable, in relation to the loan signed with Unicredit and Goldman Sachs in February 2015 and subsequent amendment of June 2017, based on the amount available and outstanding at the date on which such pledge is exercised and up to the amount of the residual debt.

EQUITY

9 – Shareholders’ Equity

The Company’s Shareholders’ Equity amounted to EUR 132,893 thousand (EUR 133,073 thousand at June 30, 2018), with a net decrease of EUR 181 thousand, due to the decrease of EUR 10,686 thousand resulting from the resolution to distribute the profit for the previous year to shareholders. Such decrease is partially offset by the profit generated in the period, totaling EUR 6,135 thousand, and by the recognition, as at July 1, 2018, of the positive effects on the reserves, deriving from the first time application of the IFRS 9 accounting standard, for EUR 4,370 thousand.

Shareholders’ Equity, in addition to the profit for the financial year, is composed of:

- Share Capital, amounting to EUR 200 thousand, of which EUR 23 thousand relates to A.S. Roma and EUR 177 thousand to Soccer. Total number of shares is 200,000, with a par value of EUR 1 per each;

- Legal Reserve of EUR 40 thousand. This is a statutory reserve pursuant to Italian law, equal to 1/5 of share capital.

- Other Reserves, amounting to EUR 122,148 thousand, composed of EUR 122,148 thousand from the Contribution Reserve, of which EUR 8,548 thousand is attributable to AS Roma and EUR 127,119 thousand to Soccer; the amounts are shown net of the related deferred tax provision, which is negative EUR 13,520 thousand.

- Transition Reserve, amounting to EUR 4,370 (no entry for this item for the previous financial year) originating from the first application of the IFRS 9 accounting standard, on the recognition of the agreement amending the loan agreement entered into with Goldman Sachs International and Unicredit in June 2017.

The information required by Article 2427 No. 7 bis of the Italian Civil Code on the availability and distribution of reserves is summarized in the following table:

(Amounts in thousands of EUR)	March 31, 2019	Possible uses	Available amount	Drawdowns in the last three financial years
Share Capital	**200**			**-**
Legal Reserve	40	B	(*)	-
Transition Reserve	4,370	B		
Other reserves	122,148	A, B, C	122.,148 (**)	-
Profit/loss for financial year	6,135			
Total Shareholders' Equity	**132,893**		**122.148**	**-**

Key:

A, for capital increase; B, to cover losses; C, for distribution to shareholders

(*) The Legal Reserve is not available as it can only be used to cover losses and after all other reserves have been used.

(**) Under Article 2431 of the Italian Civil Code, the entire amount may be distributed only on condition that the Legal Reserve has reached the limit established by Article 2430 of the Italian Civil Code.

LIABILITIES

Non-current liabilities

These amount to EUR 209,577 thousand (EUR 220,539 thousand at June 30, 2018), down EUR 10,961 thousand during the period as a result of the decrease in debt for financing, offset in part by provisions for deferred taxes.

10 – Non-current financial liabilities

This line totaled EUR 189,374 thousand (EUR 201,813 thousand as at June 30, 2018), down EUR 12,439 thousand during the period as a result of:

- a decrease of EUR 10,875 thousand, due to the reclassification of the principal portion of the financing, due within 12 months, to the corresponding current liabilities line item;
- a net decrease of EUR 1,564 thousand, concerning transaction costs, resulting from the first application of the IFRS 9 accounting standard, which resulted in the restatement of these costs, with a net effect, at July 1, 2018, equal to EUR 4,370 thousand. This is partially offset by the amortization of these costs due to their accrual occurred during the period, amounting to EUR 2,805 thousand.

The remaining indebtedness is stated at amortized cost, net of transaction costs, which totaled EUR 11,626 thousand (EUR 10,062 thousand at June 30, 2018).

The loan was signed as part of the consolidation and operational reorganization of the AS Roma Group and is backed by appropriate guarantees, financial covenants and other commitments to be complied with for the entire duration of the financing by the parties involved in the transaction, in line with those normally applied in similar transactions. On June 22, 2017, the original financing, for a total amount of EUR 175 million, was increased, through an agreement amending the financing agreement signed by the Company; this brought the Company's exposure, considering the remainder of the original loan, to EUR 230 million. The new loan has maintained the conditions of the previous loan and is regulated at a variable rate (Euribor 3 months, with a minimum of 0.75%) and a spread of 6.25% and is secured, among other things, by the following guarantees:

- pledge granted by AS Roma and Soccer on the Company's shares;
- pledge granted by AS Roma, Brand Management Srl and ASR Soccer LP Srl on the shares in Soccer's Share Capital;
- pledge granted by the Company on its current accounts;
- pledged by Soccer on its current accounts;
- pledge granted by the Company on the AS Roma trademark and its derivations;
- assignment by the Company as security - under Articles 1260 et seq. of the Italian Civil Code - of the receivables deriving from the contracts signed between the companies of the AS Roma Group, and, specifically: (i) the Business Lease Agreement; and (ii) the contracts referred to as the "Services Agreement", the "Playing and Staging Agreement", the "MediaCo/Soccer Loan", the "Tax Consolidation Arrangements", the "Existing Indirect Media Contracts", the "Existing Direct Media Contracts and Existing Sponsorship Agreements";
- assignment by Soccer as security - under Articles 1260 et seq. of the Italian Civil Code - of the receivables deriving from the contracts called the "License Agreement", the "Services Agreement", the "Soccer/AS Roma Loan Agreement" and from the "Subordinated Loan Agreement";
- assignment as security by AS Roma - under Articles 1260 et seq. of the Italian Civil Code - of receivables deriving from contracts called the "Deed of Assignment of Receivables", the "License Agreement", the "Tax Consolidation Loan Agreement" and the "Services Agreement";
- assignment by NEEP as security - under Articles 1260 et seq. of the Italian Civil Code - of receivables arising from the "Tax Consolidation Loan Agreement".

The contract related to the loan granted by Goldman Sachs International and Unicredit provides that the following Financial Covenants:

- Cash available Debt Service/Total Debt Service (i.e. Debt Service Coverage Ratio) not less than 1.25 (1 point twenty-five);

- Projected Cash available Debt Service/Projected Total Debt Service (i.e. Pro forma Debt Service Coverage Ratio) not less than 1.25 (1 point twenty-five).

These covenants are calculated based on the financial statements of MediaCo and Soccer "MCO", that is Soccer's division to which sponsorships and licensing are attributed.

Failure to comply with the Financial Covenants may result in the Banks terminating the agreement under Article 1845 of the Italian Civil Code and may also be relied upon as a ground to exercise the right of requesting payment of all of its claims originating from the agreement, except if the company, after being issued a complaint by the Agent, remedies the breach of financial covenants within 20 working days from the date of the complaint,

The Amending Agreement provides for the postponement to June 2022 of the expiry of the loan which was originally set for February 2020, and the quarterly repayment of principal instalments, starting from June 30, 2018, which have been repaid by the company.

11 – Deferred tax liabilities

This item totaled EUR 20,203 thousand (EUR 18,725 thousand as at June 30, 2018), up EUR

1,478 thousand due to the provision for deferred tax liabilities accrued during the financial period. The item relates to the provision for taxes, which will be due in future financial years, generated by temporary differences relating to the depreciation of the Trademarks, calculated solely for tax purposes and taking into account that the same amount for depreciation of the Trademarks is recorded as a reduction in the taxable income for current taxes (IRES and IRAP) accrued during the period.

Current liabilities

A breakdown of this item, which totaled EUR 86,803 thousand (EUR 57,697 thousand at June 30, 2018) and has increased by EUR 29,106 thousand in the period, is provided below:

Description- (Amounts in thousands of EUR)	**March 31, 2019**	**June 30, 2018**	**Changes**
Current trade liabilities	6,246	290	5,956
Current financial liabilities	16,312	16,588	(276)
Current income taxes liabilities	262	1	261
Other current liabilities	63,983	40,818	23,165
Total current liabilities	**86,803**	**57,697**	**29,106**

12 – Current trade liabilities

Trade Payables

Description- (Amounts in thousands of EUR)	**March 31, 2019**	**June 30, 2018**	**Changes**
Payables from ordinary suppliers	53	71	(18)
Total Trade Payables	**53**	**71**	**(18)**

These amounts totalled EUR 53 thousand (EUR 71 thousand at June 30, 2018) and represent debt exposure to ordinary suppliers for invoices which have been received but not yet paid.

Current trade payables from parent companies

Description- (Amounts in thousands of EUR)	**March 31, 2019**	**June 30, 2018**	**Changes**
Payables towards Shareholder Soccer Sas	6,000	219	5,781
Payables towards Shareholder AS Roma	193	—	193
Total Trade Payables	**6,193**	**219**	**5,974**

The remaining amount owed to Soccer Sas, equal to EUR 6,000 thousand (EUR 219 thousand as at June 30, 2018), is essentially due to payment into the Company's bank accounts of holding company invoices, to be reimbursed to it. The increase totaling EUR 5,781 thousand comprises of EUR 5,683 thousand for the collection of Soccer Sas' receivables from the TV broadcaster operating the AS Roma Library, earned on March 28, 2019. This line included a reclassification compared to the financial statements at June 30, 2018 for better presentation of receivables.

The debt towards AS Roma, totaling EUR 193 thousand (nil as at June 30, 2018), refers to the costs for financial services, incurred by AS Roma on behalf of the Company, being charged to the Company at the end of the relevant period. On the comparative period at June 30, 2018 the current trade payables from parent companies were classified on "Other Payables towards

parent companies". On interim condensed financial statement at March 31, 2019, for a better presentation, these payables are classified on "Current payables towards parent companies".

13 – Current financial liabilities

This item amounts to EUR 16,312 thousand (EUR 16,588 thousand as at June 30, 2018) and represents the portion due within one year of the loan signed in February 2015 with Goldman Sachs International and Unicredit S.p.A., renegotiated in June 2017, as the "Mandated Lead Arranger and Bookrunner", already described above.

The balance showed a net decrease of EUR 276 thousand, due to the following changes:

- an increase of EUR 10,875 thousand (EUR 14,500 thousand at June 30, 2018) due to the reclassification from the corresponding item for amount of the principal due after one year to the item to be repaid within 12 months;
- an increase of EUR 1,812 thousand (EUR 2,088 thousand at June 30, 2018) for the portion of interest relating to the period, including the related financial commissions;
- a decrease of EUR 12,963 thousand (EUR 5,288 thousand at June 30, 2018), following the payment during the period of three instalments provided for in the Amending Agreement, amounting to EUR 10,875 thousand (principal), in addition to interest and financial commissions of EUR 2,088 thousand.

14 – Current income tax liabilities

A breakdown of this item, which amounted to EUR 262 thousand (EUR 1 thousand at June 30, 2018), an increase of EUR 261 thousand in the financial period, is provided below:

Description- (Amounts in thousands of EUR)	**March 31, 2019**	**June 30, 2018**
Withholding tax	3	1
Italian Regional Tax on Production Activities (IRAP)	259	0
Total Tax payables	**262**	**1**

- Withholding taxes, amounting to EUR 3 thousand (EUR 1 thousand at June 30, 2018), relating to retentions made on interest and fees paid to professionals, duly paid in July;
- IRAP, the balance totaling EUR 259 thousand (no entry for this item for the previous financial year) is calculated by the tax liability accrued during the financial period, amounting to EUR 555 thousand, net of payments amounting to EUR 296 thousand.

15 – Other current liabilities

The line totaled EUR 63,983 thousand (EUR 40,818 thousand as at June 30, 2018), up EUR 23,165 thousand during the period, broken down as follows:

Description - (Amounts in thousands of EUR)	**March 31, 2019**	**June 30, 2018**
Payables towards Shareholders for dividends	38,095	27,409
Other payables towards parent companies	20,213	13,409
Deferred income	5,675	0
Total other liabilities	**63,983**	**40,818**

Payables towards Shareholders for dividends

These amount to EUR 38,095 thousand (EUR 27,409 thousand as at June 30, 2018), up by EUR 10,686 thousand, for the dividend resolved by the Shareholders' Meeting of October 25, 2018, related to the net profit of the financial year ended at June 30, 2018. The balance, divided among the Company's Shareholders, is broken down as follows (amounts in thousands of EUR):

Financial Year	Soccer Sas Share	AS Roma Share	Total
2014-2015	3,736	-	3,736
2015-2016	11,107	-	11,107
2016-2017	11,141	1,425	12,566
2017-2018	9,474	1,212	10,686
Total	**35,458**	**2,637**	**38,095**

Other payables towards parent companies

Payables towards AS Roma for "indirect" receivables acquired

These amount to EUR 8,860 thousand (EUR 9,503 thousand at June 30, 2018) and concern the receipt by AS Roma of payments from the invoicing of audio-visual and non-centralized rights by the LNP and participation in UEFA tournaments, as a guarantee for the commitments undertaken with the signing of the aforementioned loan agreement with Goldman Sachs International and Unicredit. During the period, the Company continued to receive payments from the abovementioned invoices issued by AS Roma and regularly made periodic payments to AS Roma, as provided for in the Loan Agreement. As reported on number 12 note, for a better presentation of payables, on interim condensed financial statement at March 31, 2019 this line item are classified on "Current payables towards parent companies". On the comparative period at June 30, 2018 these payables were classified on "Other Payables towards parent companies"

Payables towards AS Roma for VAT advances

This item amounted to EUR 6,337 thousand (EUR 1,736 at June 30, 2018) and represents VAT settlements accrued during the financial period by the Company and paid in advance by AS Roma on its behalf to the Group's Parent Company, NEEP Roma Holding Spa.

Payables towards NEEP Roma Holding Spa – Group VAT

These amount to EUR 396 thousand (EUR 25 thousand as at June 30, 2018) and derive from participation in the Group VAT settlement procedure, starting from January 2017, and relate to the transfer of the VAT balance owed by the Company in February 2019 to the Parent Company.

Payables towards NEEP Roma Holding Spa – Tax Consolidation

These amount to EUR 4,620 thousand (EUR 2,056 thousand at June 30, 2018) and are the result of participation in the Group's tax consolidation: they relate to the transfer of the Italian Corporate Income Tax (IRES) payable towards the Holding Company. The balance is composed of EUR 2,056 thousand for IRES payable in the previous financial year and EUR 2,564 thousand concerning the estimate of the tax accrued in the first nine months of the financial year.
Below the detail of the changes in Other payables from parent companies from June 30, 2018

to March 31, 2019 is provided:

Other payables from parent companies at June 30, 2018	Outfow for payments to AS Roma	media receivable from AS Roma	other movements	change in payables toward parent companies for VAT Group	Other payables from parent companies at March 31, 2019
3.818	(120.602)	129.655	(193)	7.536	20.213

Deferred income

This item amounted to EUR 5,675 thousand (no entry for this item at June 30, 2018) and is the result of the entire amount due for the 2018-2019 financial year under the contract by Soccer SAS for the business unit leased to the parent company being invoiced during the period. The deferred income relates therefore to the last quarter of the current financial year.

FINANCIAL INSTRUMENTS BROKEN DOWN BY CLASS

For all the transactions, the balance (financial and non-financial) for which an accounting principle requires or allows evaluation at fair value and that it fall within the scope of the IFRS 13, the Group applies the following criteria:

a. identification of the "unit of account" that means the level upon which an asset or a liability is aggregated or disaggregated in order to be assessed for IAS purposes;
b. identification of the principal market (or, in absence, the most advantageous market) in which transactions for the asset or liability to be valued may be performed; in absence of findings to the contrary, it is assumed that the market currently used is the same as the principal market or, in absence, the most advantageous market;
c. definition, for non-financial assets, of the highest and best use: in absence of findings to the contrary the highest and best use is the same as the current use of the asset;
d. definitions of the evaluation techniques most appropriate for the evaluation of the fair value: these techniques maximize the use of assessable data, that the participant to the market could use for the determination of the price of the asset or of the liability;
e. determination of the fair value of the assets, as price that would be perceived for the related sale, and of the liabilities and the capital instruments, as price that would be paid for the related transfer in a regular transaction among market operators as at the valuation date;
f. inclusion of the "nonperformance risk" in the evaluation of the assets and liabilities and, in particular for the financial instruments, determination of an adjustment factor in the measurement of the fair value in order to include, other than the risk of the counterparty (CVA. credit valuation adjustment), its credit risk (DVA – debit valuation adjustment).

On the basis of the data used for the fair value evaluation, there is a hierarchy of fair value pursuant to which to classify the assets and liabilities evaluated at fair value or for which the fair value it is indicated in the financial statement disclosures:

a) level 1: includes the quoted prices in active markets (unadjusted) for assets and liabilities identical to the ones to be evaluated;

b) level 2: includes observable data, different to the ones included in level 1, such as, by way of example: (i) prices quoted in active markets for similar assets and liabilities; (ii) prices quoted in

non-active markets for assets and liabilities similar or same; (iii) other observable data (interests rates curves, implied volatilities, credit spreads);

c) level 3: uses non observable data, which may be used in cases where observable input data are unavailable. Non-observable data used for the purpose of evaluating the fair value reflect the cases that the participant would assume in fixing the price for the assets and liabilities to be evaluated.

Please see the schedule below for the definition of the hierarchy level of fair value on the basis of which the single instruments have been evaluated to fair value.

During the period, no transfers occurred among the different levels of the fair value hierarchy.

The fair value of the derivative instruments was determined discounting the expected cash flows, using the curve of the market interest rate as at the date of reference and the listed credit default swap curve of the counterparty, as well as that of the companies of the Group in order to include the risk of nonperformance expressly provided by IFRS 13.

For the medium-long term financial instruments, different than derivatives, if no market quotations are available, the fair value is determined discounting the expected cash flows, using the curve of the market interest rate as at the date of reference and considering the counterparty's risk exposure in case of financial assets and its own credit risk in case of financial liabilities.

As at July 1, 2018 (date of first application of the IFRS 9), the management of the Company has evaluated as business model applicable to the financial assets held and has classified its financial instruments within the appropriate categories provided by IFRS 9. The Company has also reclassified the financial liabilities on the basis of the new provisions of IFRS 9.

The following table contains an overview of the financial assets and liabilities as at July 1, 2018, highlighting the related evaluation criteria applied in accordance with the previous IAS 39 and the new IFRS 9.

(Amounts in thousands of EUR)

	IAS 39			IFRS 9		
	Portfolio	**Valuation criteria**	**Balance June 30, 2018**	**Portfolio**	**Valuation criteria**	**Balance July 1, 2018**
Trade receivables	Loans and receivables	Amortized Cost	2,214	Held To Collect	Amortized Cost	2,214
Cash and cash equivalents	Loans and receivables	Amortized Cost	10,780	Held To Collect	Amortized Cost	10,780
Total assets			**12,994**			**12,994**

(Amounts in thousands of EUR)

	IAS 39		IFRS 9	
	Valuation criteria	**Balance June 30, 2018**	**Valuation criteria**	**Balance July 1, 2018**
Non-current financial liabilities	Amortized Cost	201,814	Amortized Cost	197,406
Current financial liabilities	Amortized Cost	16,588	Amortized Cost	16,588
Trade payables	Amortized Cost	290	Amortized Cost	290
Total liabilities		**218,692**		**218,692**

ANALYSIS OF INCOME STATEMENT

Before analyzing the individual items, it should be noted that the analysis of the economic and operating performances refers to the first nine months of the 2018-2019 financial year, which is compared with the corresponding balances as at March 31, 2018.

REVENUES

16- Total revenues for the period

Revenues totaled EUR 17,025 thousand (EUR 17,025 thousand as at March 31, 2018), and were substantially unchanged during the period and concern the proceeds provided under the contracts and accrued in the first nine months of the financial year for the business unit lease to the holding company Soccer SAS, unchanged compared to the corresponding part of the previous financial year.

The company records revenues from fulfilling performance obligations both at point in time and over time, as broken down in the table below by product type:

Nine months ended March 31, 2019	Business unit lease	Total
Performance obligations		
At a point in time		
Over time	17,025	17,025
	17,025	**17,025**

COSTS

17 - Costs of services

The line totaled EUR 194 thousand (EUR 155 thousand as at March 31, 2018) and refers to general and administrative expenses, up EUR 39 thousand on the corresponding part of the previous period, and broken down as follows:

Description - (Amounts in thousands of EUR)	**Nine months ended March 31, 2019**	**Nine months ended March 31, 2018**
Legal, notarial and professional fees	39	26
Audit fees	28	21
Board of Statutory Auditors' remuneration	14	15
Protection and updating of trademarks	50	40
Expenses for agencies and administrative services	43	45
Other general and administrative expenses	20	8
Total costs of services	**194**	**155**

18- Other expenses

This line amounted to EUR 3 thousand (EUR 5 thousand at March 31, 2018), down by EUR 2 thousand, and is mainly composed of indirect taxes, as stamp duties, registration duties, duties for certification of corporate books and chamber of commerce's duties, as well as administrative and tax sanctions.

19- Amortization and depreciation

This line totaled EUR 172 thousand (EUR 172 thousand as at March 31, 2018), it remained unchanged compared to the previous financial year and is broken down as follows:

Description - (Amounts in thousands of EUR)	**Nine months ended March 31, 2019**	**Nine months ended March 31, 2018**
Amortization of intangible assets	162	162
Depreciation of tangible assets	10	10
Total amortization and depreciation	**172**	**172**

For comments on these items, reference should be made to the corresponding Balance Sheet items.

20- Impairment of receivables

This line totaled EUR 754 thousand, up by EUR 754 thousand compared to the corresponding part of the previous financial year, due to the adjustment carried out during the period, concerning increase in the loss allowance of certain trade receivables whose recoverability was uncertain.

21- Financial income and expenses

Net financial loss totaled EUR 5,170 thousand (EUR 5,117 thousand at March 31, 2018), up EUR 53 thousand compared to the previous period.

Financial income

This item amounted to EUR 10,345 thousand (EUR 10,353 thousand at March 31, 2018), down by EUR 8 thousand compared to the corresponding part of the previous period in relation to loans granted to Soccer and AS Roma which are regulated by specific intercompany loan agreements with the companies concerned.

(Amounts in thousands of EUR)	**Nine months ended March 31, 2019**	**Nine months ended March 31, 2018**
Financial income		
Interest receivables from loans to Soccer	9.961	9.496
Interest receivables from loans to AS Roma	384	857
Total financial income	**10.345**	**10.353**

Financial expenses

The line amounted to EUR 15,515 thousand (EUR 15,471 thousand at March 31, 2018), increased by EUR 44 thousand compared to the previous period, of which EUR 15,102 thousand (EUR 15,045 thousand at March 31, 2018). These are attributable to interest payable

accrued on the financing agreement signed in February 2015 and subsequent amendment in June 2017 and are recorded in accordance with the amortized cost method (IFRS 9). This amount includes the amortization of transaction costs of EUR 2,806 thousand (EUR 2,509 thousand at March 31, 2018), which is affected by the non-monetary financial effect from the first application of the IFRS 9 international accounting principle. This item also includes ancillary charges related to the financing received, amounting to EUR 409 thousand (EUR 422 thousand at March 31, 2018) and bank commissions and charges for the remaining amount of EUR 4 thousand (EUR 4 thousand at March 31, 2018).

(Amounts in thousands of EUR)	Nine months ended March 31, 2019	Nine months ended March 31, 2018
Financial expenses		
Interest payables for Loans	(15,102)	(15,045)
Ancillary charges related to the financing	(409)	(422)
Bank commissions	(4)	(4)
Total financial expenses	**(15,515)**	**(15,471)**

22- Taxes

These amount to EUR 4,597 thousand (EUR 3,572 thousand at March 31, 2018) and are made up of current and deferred taxes.

Current taxes

These amount to EUR 3,120 thousand (EUR 2,094 thousand as at March 31, 2018), up by EUR 1,026 thousand, essentially by reason of the higher incidence of IRES due on the higher taxable amount, resulting from the first application of the IFRS 9 international accounting standard, compared to the balance of the corresponding part of the previous financial year. The taxes relate to the following:

- IRAP of EUR 556 thousand (EUR 558 thousand as at March 31, 2018) for taxable income for the first nine months of the financial year;
- IRES of EUR 2,564 thousand (EUR 1,540 thousand as at March 31, 2018) for taxable income for the first nine months of the financial year;

The balance as at March 31, 2018 included the National Consolidation adjustment of EUR 4 thousand representing income that arose after filing of the tax return of the Company and the Group in March 2018. The Company renewed its participation, which started with the financial year ended June 30, 2018, as a subsidiary in the national consolidated tax return filed by the companies of the NEEP Roma Holding Spa group to which it belongs. It should be noted that the irrevocable option has a duration of three financial years and that no interruption occurred during the period of validity of the option.

Deferred taxes

These amount to EUR 1.477 thousand (EUR 1.478 thousand at March 31, 2018) and were set aside in relation to the depreciation of the trademarks acquired from Soccer, as part of the broader and more comprehensive business unit transferred, determined solely for tax purposes and calculated as a reduction in taxable income. This item was unchanged from the corresponding part of the previous financial year.

Other items of the net income

During the period, there were no items that impacted only on Shareholders' Equity and not on the income statement.

* * *

Relationships with related parties

Relations with related parties, carried out at arm's length, in accordance with the IAS 24 Standard, have been identified as follows in ASR Media and Sponsorship Srl financial statements:

A.S. Roma S.p.A.: as at March 31, 2019, the Company has the following positions towards AS Roma:

- Receivables from assigned Indirect Media Rights, collected by AS Roma and not yet paid to the Company, amounting to EUR 7,010 thousand (EUR 7,440 thousand as at June 30, 2018);
- Receivables concerning Intercompany Loan Agreement, becoming due, including interest accrued in the period equal to EUR 7,570 thousand (EUR 16,883 thousand as at June 30, 2018);
- Payables for Indirect Media Rights assigned and not yet paid, amounting to EUR 8,860 thousand (EUR 9,503 thousand as at June 30, 2018);
- Invoices received and not yet paid, amounting to EUR 193 thousand (EUR 88 thousand as at June 30, 2018);
- Intragroup VAT payables, amounting to EUR 6,337 thousand (EUR 1,735 thousand as at June 30, 2018), for an amount paid in advance by AS Roma to the Group's parent company NEEP Roma Holding, to pay Company's VAT settlements;
- Payables for dividends relating to the financial year ended at June 30, 2017 not yet paid, amounting to EUR 2,637 thousand (EUR 1,425 thousand as at June 30, 2018).

Soccer Sas di Brand Management Srl: as at March 31, 2019, the Company's Balance Sheet included the following positions towards Soccer:

- Receivables due after the period has ended concerning Intercompany Loan Agreement, including interest accrued, equal to EUR 234,541 thousand (EUR 217,625 thousand as at June 30, 2018);
- Payables for receivables assigned and not yet paid, amounting to EUR 174 thousand (EUR 136 thousand as at June 30, 2018);
- Payables for receivables from Direct Media Rights assigned, as share not included in the transferred business unit, and not yet paid, amounting to EUR 5,826 thousand (EUR 83 thousand as at June 30, 2018);
- Payables for dividends relating to the financial year ended at June 30, 2015, 2016 and 2017 not yet paid, amounting to EUR 35,348 thousand (EUR 25,984 thousand as at June 30, 2018).

Neep Roma Holding S.p.A.: as at March 31, 2018, the Company's Balance Sheet included the following positions towards NEEP Roma Holding:

- Payables for IRES concerning the period amounting to EUR 4,620 thousand (EUR 2,056 thousand as at June 30, 2018), charged upon the Group's holding company NEEP Roma Holding Spa under the National Tax Consolidation;
- Payables for VAT concerning the period, amounting to EUR 396 thousand (EUR 25 thousand as at June 30, 2018), charged upon the Group's holding company NEEP Roma Holding Spa for the settlement of the Group's VAT, to which the Group's companies, including MediaCo, adhered;
- Receivable for VAT concerning the period, amounting to EUR 19, attributed in the period to the Group's holding company NEEP Roma Holding Spa within the context of the settlement of the Group's VAT.

The Income Statement for the period includes:

- Revenues from Soccer for the business unit lease amounting to EUR 17,025 thousand (EUR 17,025 thousand as at March 31, 2018);
- Interest receivables from Soccer amounting to EUR 9,961 thousand (EUR 9,497 thousand as at March 31, 2018);
- Interest receivables from AS Roma amounting to EUR 384 thousand referring to the intercompany loan in force as at June 22, 2017 (EUR 857 thousand as at March 31, 2018);
- Proceeds for tax consolidation: no entry for this item for the period (EUR 4 thousand, as at March 31, 2018);
- Costs for services from AS Roma under the Service Agreement amounting to EUR 7 thousand (EUR 7 thousand, as at March 31, 2018).

RELEVANT EVENTS OCCURRED AFTER THE END OF THE PERIOD

During the period from March 31, 2019 to the date of drafting of this Report, the company has continued to operate the business unit lease agreement, the loan agreements and the agreements for the assignment of receivables as security that have been described above.

On May 9, 2019, the Italian Tax authorities began a tax audit regarding the Company, which remains ongoing, regarding the fiscal years 2014 to 2017. Although we have received no indication as of the date of this Interim Condensed Financial Statements ad of and for the nine months ended at March 31, 2019 that tax authorities intend to assert any material challenge in relation to our compliance with tax laws and regulations generally, or the tax treatment of our transactions and other business arrangements specifically, we are unable to estimate any potential liability that may be asserted by tax authorities as result of such inquiry. We have therefore not made any special provision with respect to the tax audit pending as at the date of this Interim Condensed Financial Statements ad of and for the nine months ended at March 31, 2019.

GOING CONCERN

The Company's positive trend, as shown in the last financial years, is expected to continue in the next financial year.

* * *

This interim financial report as at March 31, 2019, consisting of the Balance Sheet, Income Statement, Statement of Changes in Shareholders' Equity, Cash flow Statement and the Explanatory Notes, present a true and fair view of the Company's financial position and trading results for the first nine months of the financial year as at March 31, 2019 and correspond to the accounting records.

Rome, May 2019

ASR Media and Sponsorship Srl
Chief Executive Officer

_____
(Mr. Mauro Baldissoni)



SOCCER S.A.S.
DI BRAND MANAGEMENT S.r.l.

INTERIM CONDENSED FINANCIAL STATEMENT

AS OF AND FOR THE NINE MONTHS ENDED March 31, 2019

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Soccer S.a.s. di Brand Management S.r.l.

Registered office	Via Emilia, 47 – 00187 Rome
Headquarters	Via di Trigoria, km. 3,600 – 00128 Rome
Tax Code	09305501000
VAT Number	09305501000
Economic and Administrative Index Number	1154259
Certified email address	soccer@pec.it

CORPORATE GOVERNANCE

Board of Directors (1)

Chairman of the Board of Directors	Mauro Baldissoni (as of October 4, 2018)
Managing Director	Guido Fienga (as of October 4, 2018)
Board Director	Francesco Calvo (appointed by the BoD meeting of October 2, 2018)

AUDITING FIRM (2)

Deloitte & Touche S.p.A.

(1) BODY OF THE BRAND MANAGEMENT SRL, GENERAL PARTNER (*SOCIO ACCOMANDATARIO*) OF THE SAS, WHOSE APPOINTMENT EXPIRES WITH THE APPROVAL OF THE FINANCIAL STATEMENTS AT June 30, 2020.

(2) APPOINTMENT MADE BY THE SHAREHOLDERS' MEETING OF OCTOBER 26, 2018, FOR THE FINANCIAL YEARS FROM 2019 TO 2021 (3 FINANCIAL YEARS).



SOCCER S.A.S.

DI BRAND MANAGEMENT Srl

INTERIM CONDENSED FINANCIAL STATEMENTS AND NOTES
AS OF AND FOR THE NINE MONTHS ENDED MARCH 31, 2019

SOCCER S.A.S.
DI BRAND MANAGEMENT Srl

Condensed Statement of Financial Position as at March 31, 2019

(in €)
(Unaudited)

ASSETS	Notes	At March 31, 2019	At June 30, 2018
NON-CURRENT ASSETS			
Intangible assets		59,040	937,502
Intangible assets	**1**	**59,040**	**937,502**
Plant and machinery		145,019	183,043
Industrial and commercial equipment		48,805	57,182
Other tangible assets		941,244	458,301
Tangible assets under construction		9,600	9,600
Property, plant and equipment	**2**	**1,144,668**	**708,126**
Equity investments		127,296,719	127,296,719
Equity investments	**3**	**127,296,719**	**127,296,719**
Non-current receivables from parent companies		189,514,399	181,504,953
Other non-current receivables		1, 325,883	1, 325,883
Non-current escrow deposits		306,446	310,374
Other non-current assets	**4**	**191,146,728**	**183,141,210**
Total non-current assets		**319,647,155**	**312,083,557**
CURRENT ASSETS			
Inventories	**5**	**1,316,202**	**1,129,512**
Current trade receivables from third parties		21,341,234	14,232,242
Current trade receivables from subsidiaries		6,000,178	218,685
Current trade receivables from parent companies		19,682,699	221,123
Trade receivables	**6**	**47,024,111**	**14,672,050**
Dividend receivables from subsidiaries		35,458,176	25,983,601
Other receivables from parent companies and subsidiaries		6,613,882	1,726,211
Prepaid expenses		7,047,460	489,802
Other current receivables		150,819	46,953
Other current assets	**7**	**49,270,337**	**28,246,567**
Tax receivables	**8**	**773,340**	**1,465,835**
Cash at bank and on hand	**9**	**2,856,631**	**954,257**
Total current assets		**101,240,621**	**46,468,221**
TOTAL ASSETS		**420,887,776**	**358,551,778**

The accompanying notes are an integral part of the Interim Condensed Financial Statements

SOCCER S.A.S.
DI BRAND MANAGEMENT Srl

Condensed Statement of Financial Position as at March 31, 2019

(in €)
(Unaudited)

EQUITY AND LIABILITIES	Notes	At March 31, 2019	At June 30, 2018
SHAREHOLDERS' EQUITY			
Share capital		123,432,270	123,432,270
Actuarial profit/(losses)		(248,850)	(248,850)
Accumulated loss		(30,004,337)	(21,946,842)
Profit (loss) for the period		1,279,004	(6,966,495)
Total Shareholders' Equity	**10**	**94,458,087**	**94,270,083**
NON-CURRENT LIABILITIES			
Non-current loans from subsidiaries	**11**	234,541,273	217,625,120
Employee benefit liabilities	**12**	1,206,963	1,346,174
Provisions for tax charges and deferred taxes liabilities	**13**	90,000	-
Other non-current liabilities	**14**	9,023,822	9,090,015
Total non-current liabilities		**244,862,058**	**228,061,309**
CURRENT LIABILITIES			
Current trade payables towards third parties		5,388,534	8,088,848
Current trade payables towards parent companies		61,127,809	23,421,413
Current trade payables towards related companies		2,777,671	-
Current trade payables	**15**	**69,294,014**	**31,510,261**
Short-term debt and current portion of long-term debt	**16**	**29,204**	**17,907**
Current tax payables	**17**	**106,941**	**238,518**
Other current payables towards parent companies and subsidiaries		588,752	113,180
Payables towards employees		524,781	842,917
Social security payables		327,033	445,502
Deferred income		10,696,905	3,052,102
Other current liabilities	**18**	**12,137,471**	**4,453,700**
Total Current Liabilities		**81,567,630**	**36,220,386**
TOTAL SHAREHOLDERS' EQUITY AND LIABILITIES		**420,887,776**	**358,551,778**

The accompanying notes are an integral part of the Interim Condensed Financial Statements

SOCCER S.A.S.
DI BRAND MANAGEMENT Srl

Condensed Statement of Comprehensive Income for nine months ended March 31, 2019
(in €)
(Unaudited)

INCOME STATEMENT	Notes	Nine months ended March 31, 2019	Nine months ended March 31, 2018
Revenues from sales		4,324,814	4,266,693
Revenues from sponsorships		5,142,523	4,844,517
Revenues from audio-visual rights		5,552,437	6,257,085
Revenues from advertising		21,370,106	15,195,588
Revenues from Royalties		1,581,593	1,414,229
Other revenues		333,147	285,917
Total Revenues	**20**	**38,304,619**	**32,264,029**
Cost of goods	**21**	**(2,581,709)**	**(2,557,533)**
Insurance expenses		(50,845)	(45,836)
Administrative and general expenses		(8,403,455)	(6,430,939)
Advertising and promotion expenses		(7,037,494)	(5,763,265)
Costs for services received	**22**	**(15,491,794)**	**(12,240,040)**
Cost of use of third-party assets	**23**	**(20,889,120)**	**(20,863,256)**
Personnel costs	**24**	**(4,316,011)**	**(4,257,531)**
Indirect taxes for the period		(88,970)	(120,766)
Other costs		(245,412)	(783,933)
Other expenses	**25**	**(334,382)**	**(904,699)**
Amortization of intangible assets		(338,489)	(316,548)
Depreciation of tangible assets		(103,431)	(80,471)
Depreciation and amortization	**26**	**(441,920)**	**(397,019)**
Receivables write-downs	**27**	**(339,871)**	**(330,000)**
Change in provisions	**28**	**(90,000)**	**0**
Total costs		**(44,484,807)**	**(41,550,078)**
Dividend income		9,474,575	11,141,217
Interest on loans		8,011,239	7,988,144
Financial income	**29**	**17,485,814**	**19,129,361**
Interest on loans		(9,961,361)	(9,496,335)
Other financial expenses		(57,280)	(72,018)
Financial expenses	**30**	**(10,018,641)**	**(9,568,353)**
Foreign exchange loss	**31**	**(7,982)**	**(4,023)**
Net financial income		**7,459,191**	**9,556,985**
Profit before taxes		**1,279,004**	**270,936**
Taxes	**32**	**-**	**-**
Net income		**1,279,004**	**270,936**
Other items of the income		**-**	**-**
Total net income		**1,279,004**	**270,936**
Comprehensive income for the period		**1,279,004**	**270,936**

The accompanying notes are an integral part of the Interim Condensed Financial Statements

SOCCER S.A.S.
DI BRAND MANAGEMENT Srl

Condensed Statement of Changes in Equity as at March 31, 2019

(in € thousand)
(Unaudited)

STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY	Share capital	Accumulated loss	Actuarial profit/(losses)	Profit/(Loss) for the period	SHAREHOLDERS' EQUITY
(Amounts in thousands of EUR)					
Balance as at June 30, 2017	123,432	(13,156)	(210)	(8,791)	101,275
Allocation of loss (1)	-	(8,791)		8,791	-
Profit/(losses) as at March 31, 2018 (9 months)				271	271
Balance as at March 31, 2018	123,432	(21,947)	(210)	271	101,546
Discounting of severance indemnity for employees (TFR)	-	-	(39)		(39)
Profit/(losses) as at June 30, 2018 (3 months)	-	-		(7,237)	(7,237)
Balance as at June 30, 2018	123,432	(21,947)	(249)	(6.966)	94,270
First Time Adoption of IFRS 15	-	(1.091)	-		(1,091)
Allocation of loss (2)	-	(6,966)		(6.966)	-
Profit/(losses) as at March 31, 2019 (9 months)				1,279	1,279
Balance as at March 31, 2019	123,432	(30,004)	(249)	1,279	94,458

(1) Resolution of the shareholders' meeting of the Soccer Sas di brand Management Srl. dated October 25, 2017
(2) Resolution of the shareholders' meeting of the Soccer Sas di brand Management Srl. dated October 25, 2018

The accompanying notes are an integral part of the Interim Condensed Financial Statements

SOCCER S.A.S.
DI BRAND MANAGEMENT Srl

Condensed Statement of Cash Flows for the period ending March 31, 2019

(in € thousand)
(Unaudited)

CASH FLOW STATEMENT	Notes	For the nine months ended March 31, 2019	2018
Net income / Loss		**1,279**	**271**
+ Depreciation, amortization and impairment of property	26	442	397
+ Provisions and other write-downs	27 and 28	430	330
Financial income	29	(17,484)	(19,125)
Financial charges	30 and 31	10,025	9,568
changes in inventories	21	(187)	(31)
change in current assets	6 and 7	(45,422)	(7,758)
change in current liabilities	15 and 18	7,682	1,232
changes in risk provisions	13	90	(200)
change in current payables	15	37,784	7,227
change in tax credits	8	693	0
change in tax debts and tax funds	17	(198)	(158)
Change in other non-current assets	4	4	(6)
Change in other non-current liabilities	14	(139)	104
A) Monetary flow Operating activities		**(5,000)**	**(8,148)**
change in investments in tangible and intangible assets	1 and 2	0	(381)
B) Cash flow from investing activities		**0**	**(381)**
Change in non current financial liabilities	11	11,456	8,816
Change in current financial liabilities	16	11	(197)
Financial expenses paid		(4,565)	0
C) Cash flow from financing activities		**6,902**	**8,619**
D)=(A+B+C) TOTAL CASH FLOW		***1,902***	***90***
Cash variation net of passive bank balance:			
Cash and cash equivalents at the beginning of the period		954	812
Cash and cash equivalents at the end of the period		2,857	902
Cash variation net of passive bank balance		1,902	90
Cash details at the beginning of the period			
Cash and cash equivalents		954	812
Short bank loans		0	0
Cash variation net of passive bank balance		**954**	**812**
Cash details at the end of the period			
Cash and cash equivalents at the end of the period		2,857	902
Short bank loans		0	0
Cash variation net of passive bank balance		**2,857**	**902**

The accompanying notes are an integral part of the Interim Condensed Financial Statements

SOCCER S.A.S.
DI BRAND MANAGEMENT Srl

NOTE 1 to the Interim Condensed Statement of Cash Flows for the period ending March 31, 2019

During the nine month period ended March 31, 2019, management has re-assessed the classification and presentation of the statement of cash flows of the Company.

After the re-assessment, Company's management concluded that it was necessary to reclassify certain cash flows that had previously been included as cash flows from financing activities to cash flows from operating activities in each of its financial statements for the fiscal years ended June 30, 2018, 2017 and 2016, respectively. These restatements related to a combination of (i) certain trade and other receivables/payables between the Company and ASR Media and Sponsorship Srl, which had previously been disclosed in financing activities now being reclassified to operating activities, and (ii) the adjustment of dividends accrued but not yet received, which had previously been disclosed in financing activities as dividends received.

The restatements of these items had no effect on cash and cash equivalents, net profit or the statement of financial position in any period for the Company.

Below is a reconciliation to the historically reported amounts in June 30, 2018:

	Reported (Audited) (1)	Reconciliation (2)	Reported (Adjusted)	Restatement (3)	Restated
A) Net cash from operating activities	(15,023)		(15,023)	11,101	(3,922)
B) Net cash from investing activities	(513)		(513)	0	(513)
C) Net cash from financing activities	8,913	6,765	15,678	(11,101)	4,577
D)=(A+B+C) TOTAL NET CASH	**(6,624)**	**6,765**	**142**	**0**	**142**

(1) As presented in the June 30, 2018 Financial Statements.
(2) The structure of the June 30, 2018 Cash Flow was to show the variance of the Net Financial Position and a reconciliation is required to bridge to the current structure of Cash Flow Statement showing the variance of the Net Cash.
(3) The restatements related to a combination of (i) certain trade and other receivables/payables between the Company and ASR Media and Sponsorship Srl, which had previously been disclosed in financing activities now being reclassified to operating activities, and (ii) the adjustment of dividends accrued but not yet received, which had previously been disclosed in financing activities as dividends received.

Below is a reconciliation to the historically reported amounts in June 30, 2017:

	Reported (Audited) (1)	Reconciliation (2)	Reported (Adjusted)	Restatement (2)	Restated
A) Net cash from operating activities	(27,255)		(27,255)	11,228	(16,027)
B) Net cash from investing activities	(1,045)		(1,045)	0	(1,045)
C) Net cash from financing activities	9,824	18,308	28,132	(11,228)	16,904
D)=(A+B+C) TOTAL NET CASH	**(18,476)**	**18,308**	**(168)**	**0**	**(168)**

(1) As presented in the June 30, 2017 Financial Statements.
(2) The structure of the June 30, 2017 Cash Flow was to show the variance of the Net Financial Position and a reconciliation is required to bridge to the current structure of Cash Flow Statement showing the variance of the Net Cash.
(3) The restatements related to a combination of (i) certain trade and other receivables/payables between the Company and ASR Media and Sponsorship Srl, which had previously been disclosed in financing activities now being reclassified to operating activities, and (ii) the adjustment of dividends accrued but not yet received, which had previously been disclosed in financing activities as dividends received.

Below is a reconciliation to the historically reported amounts in June 30, 2016:

	Reported (Audited) (1)	Reconciliation (2)	Reported (Adjusted)	Restatement (3)	Restated
A) Net cash from operating activities	(13,381)		(13,381)	3,610	(9,771)
B) Net cash from investing activities	(1,384)		(1,384)	0	(1,384)
C) Net cash from financing activities	3,260	11,064	14,324	(3,610)	10,714
D)=(A+B+C) TOTAL NET CASH	**(11,505)**	**11,064**	**(441)**	**0**	**(441)**

(1) As presented in the June 30, 2016 Financial Statements.
(2) The structure of the June 30, 2016 Cash Flow was to show the variance of the Net Financial Position and a reconciliation is required to bridge to the current structure of Cash Flow Statement showing the variance of the Net Cash.
(3) The restatements related to a combination of (i) certain trade and other receivables/payables between the Company and ASR Media and Sponsorship Srl, which had previously been disclosed in financing activities now being reclassified to operating activities, and (ii) the adjustment of dividends accrued but not yet received, which had previously been disclosed in financing activities as dividends received.

Management believes this is a better presentation, improving disclosure and aiding comparison between periods.



SOCCER S.A.S.
DI BRAND MANAGEMENT S.R.L.

EXPLANATORY NOTES
TO THE INTERIM FINANCIAL STATEMENT
AS AT March 31, 2019

GENERAL INFORMATION

Soccer S.A.S., di Brand Management S.r.l. (hereinafter also the "Company" or "Soccer") is a limited partnership (*Società in Accomandita Semplice*), incorporated and domiciled in Italy, with registered office at Via Emilia No. 47 in Rome. The Company is active in the areas of merchandising, editorial, marketing, sport sponsorships and Media (Radio and TV).

The balance sheet of the Financial Statements as at March 31, 2019 is compared to the corresponding assets and liabilities items of the preceding period ended at June 30, 2018. The income statement of the Financial Statement as at March 31, 2019 is instead compared to the corresponding items as at March 31, 2019 relating to the first nine months of the preceding financial year.

CORPORATE GOVERNANCE

The Meeting of the Shareholders of Brand Management Ltd, as a general partner of the Company, at the meeting held on October 25, 2017, appointed, as members of the Board of Directors for the financial years ending on June 30, 2018, 2019 and 2020, Messrs. Umberto Maria Gandini (Chairman), Mauro Baldissoni and Luca Danovaro (Board Members). In the following Board of Directors' meeting held on October 26, 2017, the position of Chief Executive Officer was granted to Mr. Mauro Baldissoni (attorney) who was vested with the corresponding powers.

Note that the Shareholders' Meeting held on October 26, 2016 renewed the three-year term of the Board of Statutory Auditors for the financial years ending on June 30, 2017-2018 and 2019.

It is pointed out that as regards the Board of Directors, Mr. Luca Danovaro submitted his resignation on June 12, 2018. As a result, the Board of Directors, at the meeting held on August 27, 2018, co-opted Mr. Guido Fienga as replacement for the resigning Board Member. That mandate was validated by the Shareholders' Meeting of Brand Management S.r.l on September 26, 2018 that established the expiration of the mandate on the approval date of the financial statements for the financial year ending on June 30, 2020.

It is also noted that on September 27, 2017, effective from October 1, 2018, the Chairman of the Board of Directors, Mr. Umberto Maria Gandini, submitted his resignation, resigning his mandate from all positions held in the companies of the AS Roma Group, including Brand Management S.r.l. As a result, the Board of Directors, at the meeting held on October 2, 2018, co-opted Mr. Francesco Calvo to replace the resigning Board Member with validity up the next Shareholders' Meeting.

Therefore, the Shareholders' Meeting was called to provide the Governing Body with a replacement for the remaining financial years in relation to the initially vested mandate.

APPROVAL OF THE FINANCIAL STATEMENTS

This Interim Financial Statement as at March 31, 2019, has been approved by the Board of Directors at the meeting held on July 24, 2019.

ACCOUNTING STANDARDS

The Interim Condensed Financial Statements have been prepared in accordance with IAS 34 - "Interim Financial Reporting", which is applicable to interim financial reports. The accounting policies adopted are consistent the Financial Statements as at and for the year ended June 30, 2018, except for the adoption of new and amended standards as set out below, primarily regarding IFRS 9 - Financial instruments and IFRS 15 - Revenues from contracts with customers, and a number of other minor amendments which were applicable to the Company starting from July 1, 2018. The Interim Condensed Financial Statements has been prepared applying the provision of IAS 1 "Presentation of financial statements" and the general historical cost criterion, with the exception of the items in the financial statements that, according to the IFRS, must be recorded at fair value, as indicated in the valuation criteria for the individual items described in the financial statements as at June 30, 2018, to which reference should be made. These Notes are presented in condensed view, in accordance with IAS 34. They summarized and do not include all the information requested in the annual financial statements, since they solely refer to those items which, on account of the amount, composition, or variations thereof, are essential for the purposes of understanding the Group's economic, equity and financial situation. Therefore, this Interim Condensed Financial Statement

must be read in conjunction with the Condensed Financial Statements as at and for the year ended June 30, 2018, to which explicit reference is made.

Accounting Standards, amendments and IFRS interpretations applicable from July 1, 2018

The International Accounting Standards (IFRS) endorsed by the European Commission and effective on July 1, 2018 were applied in preparing the interim financial statements. With reference to the new IFRS Standards in force, reference is made to the first application of IFRS 9 "Financial Instruments" and IFRS 15 "Revenues from contracts with customers", as from July 1, 2018. Their impact is described hereunder.

IFRS 9 – Financial Instruments

On July 24, 2014, the IASB published the final version of IFRS 9 - "Financial Instruments". The document includes the results of the IASB project, aimed at superseding the IAS 39 standard. The new standard should be applied in financial statements beginning January 1, 2018 or subsequent years.

The standard introduces new criteria for the classification and measurement of financial assets and liabilities. In particular, and in the case of financial assets, the new standard utilises an approach based on the modalities for management of financial instruments and on the characteristics of contractual cash flows of the financial assets themselves in order to determine the valuation criterion, thereby replacing the various rules provided for by IAS 39. In the case of financial liabilities, on the other hand, the primary change concerned the booking of changes in the fair value of a financial liability classified as a financial liability and measured at fair value in the income statement in the case that these changes were due to a change in the credit rating of the issuer of the liability itself. According to the new standard, these changes must be booked in "Other comprehensive income" and no longer in the income statement. Moreover, in the event of non-substantial modifications of liabilities, it is no longer allowed to spread the economic effects of renegotiation over the residual duration of the payable, by modifying the effective interest rate at that date, and the related effect will have to be recognised in the Income Statement.
With respect to impairment, the new standard requires that the estimate of losses on receivables must be implemented on the basis of the model of expected losses (and not the model of incurred losses utilised by IAS 39) by using supportable information that is available without unreasonable charges or efforts and which include historical, current or forecasted data. The standard requires that this impairment model be applicable to all financial instruments, i.e. to financial assets measured at their amortised cost as well as those measured at fair value through other comprehensive income, receivables deriving from rental contracts and trade receivables.
Finally, the standard introduces a new model of hedge accounting in order to adjust the requirements needed by the current IAS 39, which are occasionally considered too strict and unsuitable to reflect the risk management policies of companies. The primary novelties within the document include the following:

- an increase in the type of transactions eligible for hedge accounting, even including the risks of non-financial assets/liabilities which are eligible to be managed in hedge accounting;
- a change in the modalities for booking forward contracts and options when these are included in a hedge accounting relationship and in order to reduce the volatility of the income statement;
- changes to the efficacy test through the replacement of the current modalities based on the 80-125% parameter with the principle of the "economic relationship" between the hedged item and hedging instrument; in addition, an evaluation of the retrospective effectiveness of the hedging relationship will no longer be requested.

The increased flexibility of the new accounting requirements is counterbalanced by additional requests for reporting on the *risk management* activities of the Company.
The Company elected to apply this Standard retrospectively, by recognizing the cumulative effect of initially applying this Standard as an adjustment to the opening balance of retained earnings, in Shareholders' Equity, as at July 1, 2018.

No effects originating from the first adoption of the new IFRS 9 international accounting standard emerge from the assessments carried out, with regard to the Companies' financial items as at June 30, 2018, as recorded in the balance sheet included in the financial statements as at that date.

IFRS 15 – Revenue from Contracts with Customers

On May 28, 2014, the IASB published the standard **IFRS 15 – Revenue from Contracts with Customers**, which aims to replace the standards IAS 18 – Revenue and IAS 11 – Construction Contracts, as well as the interpretations IFRIC 13 – Customer Loyalty Programs, IFRIC 15 – Agreements for the Construction of Real Estate, IFRIC 18 – Transfers of Assets from Customers and SIC 31 – Revenues-Barter Transactions

Involving Advertising Services, together with further clarification published on April 12, 2016. The standard establishes a new model for revenue recognition which will be applied to all contracts stipulated with customers, with the exception of those falling within the realm of application of other IAS/IFRS standards such as leasing, insurance contracts and financial instruments. The fundamental steps for revenue recognition according to the new model are as follows:

- Identify contracts with the customer;
- identify the performance obligations of the contract;
- determine the transaction price of the contract;
- allocate the transaction price to each of the separate performance obligations;
- recognize the revenue as each performance obligation is satisfied.

Therefore, the amount that the entity recognizes as revenue should reflect the amount that it is entitled to receive against the transfer of goods and/or services to customers. These amounts shall be recognised when its performance obligations are fulfilled. Moreover, as regards the recognition of revenues, the need of evaluating the possible obtainment/collection of economic benefits linked to the revenue is highlighted. As regards customer contract assets, the requirement to record revenues is introduced, taking also account of the possible discount effect resulting from collections over time.
The standard was applied as from July 1, 2018. The Entity elected to apply this Standard retrospectively, by recognizing the cumulative effect of initially applying this Standard as an adjustment to the opening balance of retained earnings for EUR 1,091 thousand, in Shareholders' Equity, as per July 1, 2018.

The following table shows the main types of products and services that the entity supplies to its customers and the related recognition modalities:

Products and Services	**Type and timing to fulfil performance obligations**
Sponsorships and Advertising	The performance obligation of Sponsorships consists in sponsor activity related to the first team; the performance obligation of Advertising consists in advertising activities during matches. The transaction price of both Sponsorships and Advertising are determined by contracts themselves. The Group fulfils the related obligations and recognises over time revenues on a straight-line basis. The unconditional right to receive a payment from the customers arises based on the passage of time.
Revenues from sales; Revenues from Royalties; Other revenues	The performance obligation of Revenues from sales is the sale of products (merchandising) and the licensing of the AS Roma trademark; Revenues from Royalties performance obligation is represented by the concession of selling AS Roma products, and it is related to royalties paid by commercial partner for every product or service sold with AS Roma trademark; Other revenues relate to the general supply of goods and services. The transaction price is determined by contract. The entity fulfils the related performance obligations and recognises revenues at a point in time, based on events underlying the supply of goods and services. The unconditional right to receive a payment by the customer arises following the occurrence of these events.
Audio-visual rights	The performance obligation of audio-visual rights consists in the concession of use of the audio-visual contents of AS Roma. Transaction price is determined by contract. The entity fulfils the related obligations and recognises revenues over time on a straight-line basis. The unconditional right to receive a payment from the customers arises based on the passage of time.

The standard was applied as from July 1, 2018. The Group elected to apply this Standard retrospectively, by recognizing the cumulative effect of initially applying this Standard as an adjustment to the opening balance of retained earnings for EUR 1.091 thousand, in Shareholders' Equity, as at July 1, 2018.

As a result of the assessment, with reference to the balance sheet figures as at June 30, 2018 of the Company, reported in the statement of financial position included in the Interim Condensed Financial Statements at that date, the only significant effect deriving from the adoption of IFRS 15 refers to the up-front fee (called "signing advance" as per contract) included in the contract Technical Sponsor NIKE entered in August 2013, with a ten-year duration starting from June 1, 2014. In particular, based on the previous International Accounting Standard IAS 18, the Company deemed the up-front fee to be all recognizable in the financial statement 2014, in the moment of signing of the contract (i.e. *at a point in time*). Based on IFRS 15, the Company deemed this up-front fee to be partially recognizable for Euro 4 million during the period August 2013 - June 1, 2014 related to the obligation consisting in not being able to sign other Technical Sponsor contracts, and for euro 2 million (the remaining part) during the duration of agreement, on a straight-line basis (that is, *over time*). It is specified that the amount of Euro 4 million is assessed by the Company to be recognized all along the period August 2013 – June 1, 2014 since it represents the exact amount paid every year by Nike towards the entity pursuant to the technical sponsorship contract with the Group itself.

Thus, the impact from the First Time Adoption of IFRS 15 is calculated by allocating the remaining Euro 2 million portion of the up-front fee over the ten years contract period starting from June 1, 2014: at June 30, 2018, Euro 1.091 million represents the part belonging to the period from June 1, 2014 to June 30, 2018.

With respect to the figures that would have been shown in the Group financial statements at March 31, 2019, pursuant to the previous International Accounting Standards, the adoption of the new IFRS 15 standard resulted in an increase of revenues for Euro 0,2 million.

Furthermore, it is specified that the multi-year *partnership* contract for the "*Main Global Partner*" and sponsor of the official jersey of the First Team, signed on April 23, 2018 (previous fiscal year) with the airline company Qatar Airways, provides a signing fee of € 6 million. The Company, on an equal basis to what has been done with the previous international accounting standards, has evaluated this Signing Fee can be fully allocated to the sponsorship for the period April 23 2018 - June 30, 2018, for EUR 2.300 thousand, in which the First Team has participated in the UEFA Champions League semi-finals (for the second time in its history), for EUR 3.700 thousand, with a significant return in terms of media exposure.

The following table shows the effects deriving from the restatement of the balance sheet figures as per June 30, 2018, recognizing the effect deriving from the adoption of IFRS 15 as an adjustment to the Shareholders' Equity as per July 1, 2018.

Impact on assets and liabilities and shareholders' equity as at July 1, 2018 (Amounts in thousands of EUR)

	June 30, 2018	Impacts from IFRS 15 adoption	July 1, 2018
Intangible assets	938	-	938
Property, plant and equipment	708	-	708
Equity investments	127,297		127,297
Other non-current assets	183,141	-	183,141
Total non-current assets	**312,084**	**-**	**312,084**
Inventory	1,130	-	1,130
Trade receivables	14,672	-	14,672
Other currents assets	28,247	-	28,247
Tax receivables	1,466	-	1,466
Cash at bank and in hand and cash equivalents	954	-	954
Total Current Assets	**46,468**	**-**	**46,468**
Total Assets	**358,552**	**-**	**358,552**
Share capital	123,432	-	123,432
Actuarial losses	(249)	-	(249)
Accumulated Loss	(21,947)	(1,091)	(23,038)
Profit (loss) for the period	(6,966)	-	(6,966)
Total Shareholders' Equity	**94,270**	**(1,091)**	**93,179**
Non-current loans from subsidiaries	217,625	-	217,625
Employee Benefit Liabilities	1,346	-	1,346
Other non-current liabilities	9,090	-	9,090
Total non-current Liabilities	**228.061**	**-**	**228.061**
Other current payables towards parent companies and subsidiaries	113	-	113
Current trade payables towards third parties	31,150	-	31,150
Short term debt and current portion of long term debt	18	-	18
Current tax payables	239	-	239
Payables towards employees	843	-	843
Social security payables	446	-	446
Deferred income	3,052	1,091	4,143
Total current liabilities	**36,220**	**1,091**	**37,311**
Total shareholders' equity and liabilities	**358,552**	**-**	**358,552**

The impact of the application of IFRS 15, amounting to EUR 1,091 thousand, refers to the different manner in which revenues generated by the NIKE Technical Sponsor contract are posted in the accounts: pursuant to the previous International Accounting Standards, the value of production recorded as at June 30, 2018 and generated as a result of the contract amounted to EUR 22,000 thousand, whereas, in accordance with IFRS 15, it amounts to EUR 20,909 thousand.

The difference between the two values has had an impact on Shareholders' Equity and, as a result thereof, on Other liabilities, due to recording a greater amount of deferred income in order to account for the lower revenues generated by the Company as a result of applying IFRS 15.

RELATED PARTY RELATIONSHIPS

The related party relationships, as made at market value, as defined by IAS 24, are widely described in the Explanatory Notes and are as follows:

Assets and liabilities relationships:

ASR Roma SPV LLC

Receivables from parent entities, equal to Euro 221 thousand (Euro 221 thousand, as at June 30, 2018, are towards ASR Roma SPV LLC and refer to recharging of borne costs, aimed to the design and construction of the new stadium.

ASR Media and Sponsorship S.r.l.

- Controlling interest in the company, equal to Euro 127,297 thousand (Euro 127,297 thousand, as at June 30, 2018), following the transfer of business, made on February 11, 2015 and representing 88,66% of the share capital of the subsidiary.

- Receivables relating to assigned and still unpaid claims for Euro 174 thousand (Euro 136 thousand, as at June 30, 2018).

- Receivables relating to receivables arising from the so-called Direct Media Rights, assigned as part of the non-transferred business and still unpaid for Euro 5,826 thousand (Euro 83 tohusand, as at June 30, 2018).

- Financial receivables relating to dividends for Euro 35,458 thousand (Euro 25,984 thousand, as at June 30, 2018).

- Financial payables relating to Intercompany Loan Agreement, falling due after year-end, for Euro 234,541 thousand (Euro 217,625 thousand as at June 30, 2018), including interest accrued as at March 31, 2019.

A.S. Roma S.p.A.

- Financial receivables relating to Intercompany Loan Agreement, falling due after year-end, for Euro 189,514,000 (Euro 181,505 thousand at June 30, 2018), including interest accrued as at March 31, 2019.

- Current trade receivables for Euro 19,462 thousand (Euro 75 thousand as at June 30, 2018), as increased by Euro 19,387 thousand in the financial period and relating to commercial relationships with the Parent Company. Namely, for the debiting of costs for hospitality and promotional-advertising services rendered during matches at the Olimpico stadium, for the debiting of costs arising from sponsorship agreement (technical equipment and jersey) and for proceeds arising from television footage.

- Other receivables arising from intercompany VAT for Euro 5,782 thousand (not existing as at June 30, 2018), related to the amount anticipated by AS Roma to the Parent Company NEEP Roma Holding for the payment of the Company VAT.

- Current trade payables for Euro 61,128 thousand (Euro 23,421 thousand as at June 30, 2018), increased by Euro 37,707 thousand and connected to commercial relationships with the Parent Company, in particular, regarding debiting for the use of areas of the Olimpico stadium for commercial purposes and of the Trigoria Training Complex; for the purchase of access card to the Olimpico stadium and other services, pursuant to a reference framework agreement.

NEEP Roma Holding S.p.A.

- Other receivables for Euro 831 thousand (Euro 1,725 thousand as at June 30, 2018), regarding the transfer of VAT surpluses arising from monthly liquidation, pursuant to participation in the Italian Consolidated VAT (Consolidato IVA) regime at a Group level.

- Other payables for Euro 589 thousand and not existing at June 30, 2018, regarding the transfer of VAT payables arising from monthly liquidation, pursuant to participation in the Consolidated VAT.

Roma Studio Srl

- Trade payables equal to Euro 2,778 thousand regarding, as to Euro 2,420 thousand commercial services for the supply of editorial content (radio and television) and, as to Euro 358 thousand the remaining (negative) balance relating to assets transferred against payment, as arisen after the establishment of the company.

Profit and loss relationships:

ASR Media and Sponsorship Srl

- Dividend income equal to Euro 9,475 thousand (Euro 11,141 thousand as at March 31, 2018).
- Expenses for use of assets of third parties in relation to rent of a going concern, for Euro 17,025 thousand (Euro 17,025 thousand as at March 31, 2018).
- Financial interest for an Intercompany Loan Agreement, for Euro 9,961 thousand (Euro 9,496 thousand as at March 31, 2018).

A.S. Roma S.p.A.

- Interest on an Intercompany Loan Agreement, for Euro 8,009 thousand (Euro 7,980 thousand as at March 31, 2018).
- Proceeds for the sale of sportswear, goods, merchandising and consumables, as made at normal market conditions, for Euro 169 thousand (Euro 132 thousand as at March 31, 2018).
- Audiovisual proceeds for recharging cost for access to TV signal for Euro 701 thousand (Euro 606 thousand as at March 31, 2018), as increased by Euro 116 thousand.
- Promotional-advertising proceeds for services rendered in favor of sponsors, for Euro 7,777 thousand not existing as at March 31, 2018.
- Proceeds for services rendered at the Hospitality Area of the Olimpico stadium for Euro 124 thousand (Euro 189 thousand as at March 31, 2018).
- Costs for the purchase of tickets and season tickets for the home matches of A.S. Roma, aimed at developing the Sponsorship and *Area Premium* activities, for Euro 4,719 thousand (Euro 3,675 thousand as at March 31, 2018).
- Costs for the use of spaces in the hospitality area of the Olimpico stadium and of the Trigoria Training Complex for Euro 2,180 thousand (Euro 2,176 thousand, as at March 31, 2018).
- Costs for the use of Assets of Third Parties equal to Euro 30 thousand (Euro 30 thousand as at March 31, 2018); they refer to the use of the Internet website for own commercial and institutional purposes and for the exploitation of image rights of football players when performing commercial activities, pursuant to the framework agreement made with AS Roma.
- Costs for the services of AS Roma pursuant to a Service Agreement for Euro 7 thousand (Euro 7 thousand at March 31, 2018).

Roma Studio Srl

- Costs for services related to radio and television productions, equal to Euro 4,990 thousand not existing as at March 31, 2018, arise from the supply of editorial content (radio and television) by the company, operative as of June 2018.

SHAREHOLDINGS IN SUBSIDIARIES, RELATED ENTITIES AND HOLDINGS

As at the end of this financial year, only shareholdings in subsidiaries are recorded. Namely, the Company holds a shareholding in ASR Media and Sponsorship Srl, equal to Euro 127,297 thousand (Euro 127,297 thousand as at June 30, 2017), following the transfer of business, made on February 11, 2015 and representing 88,66% of the share capital of the subsidiary.

RELATIONSHIPS WITH THE GENERAL PARTNER (*SOCIO ACCOMANDATARIO*) BRAND MANAGEMENT SRL

Soccer Sas is subject to direction and coordination of Brand Management Srl, in its capacity as general partner (*socio accomandatario*). It is believed, in this very case, that the publication duties provided by Article 2497 bis, para 1 and 2, are fulfilled in the light of the name of Soccer, which includes, as provided by the law, the name of the general partner (*socio accomandatario*). Brand Management Srl, following the purchase of 100% of its share capital by NEEP Roma Holding S.p.A., became a company with a sole shareholder, subject to direction and coordination of AS Roma SVP LLC, as per Articles 2497 sexies and 2497 septies of the Italian Civil Code.

RESEARCH AND DEVELOPMENT COSTS

As at March 31, 2019, the Company made no research and development activity; among the balance sheet items, therefore, no capitalized costs are recorded in that regard.

PROCEEDINGS INVOLVING THE COMPANY

Soccer is a part, as the plaintiff, in certain judicial proceedings, both ordinary and *ex parte* proceedings, whose outcome is, at present, actually uncertain; such proceedings relate to previous relationships with customers. To that end, the Company created an *ad hoc* claims depreciation provision, which is adjusted each financial year.

OBJECTIONS OF FISCAL NATURE

As at March 31, 2019, the Fiscal Authorities made some objections to Soccer, being still under discussion, following a reconciliation procedure started to reach a settlement agreement. To that end, an *ad hoc* provision for tax charges was created. This provided, it is also noted that fiscal liabilities have been duly fulfilled and there are no unpaid fiscal debts at the date of this Report.

ADOPTION OF NEW ACCOUNTING STANDARDS, AMENDMENTS AND INTERPRETATIONS ISSUED BY THE IASB

ACCOUNTING STANDARDS, AMENDMENTS AND RECENT INTERPRETATIONS ISSUED BY THE IASB

Other IFRS accounting standards, amendments and interpretations applied from July 1, 2018 onwards

- On June 20, 2016, the IASB published the amendment to **IFRS 2 "Classifications of classification and measurement of share based payment transactions"**. Such amendments provide some clarification in relation to accounting of the effects of vesting conditions, in the presence of cash-settled share-based payments, the classification of share-based payments with net settlement characteristics and the accounting of amendments to terms and conditions of a share-based payment, which modify the classification from cash-settled to equity-settled. The amendments would be applicable from January 1, 2018 or later, and therefore they were applied from July 1, 2018. The adoption of this amendment had no impact on the Company's financial statements.

- On December 8, 2016 the IASB published the document **"Annual Improvements to IFRS's: 2014-2016 Cycle"**, which partially supplements the already existing standards within the annual improvement process. The main amendments involve:

    - IFRS 1 First-Time Adoption of International Financial Reporting Standards - Deletion of short-term exemptions for first-time adopters. The amendment would be applicable from January 1, 2018 or later, and therefore it was applied from July 1, 2018 and concerns the cancellation of some short-term exemptions envisaged in paragraphs E3-E7 in the Appendix E of IFRS 1 as it is deemed that the benefit of these exemptions no longer exists.
    - IAS 28 Investments in Associates and Joint Ventures – Measuring investees at fair value through profit or loss: an investment-by-investment choice or a consistent policy choice. The amendment clarifies that the option for a venture capital organisation or other qualifying entity (such as a mutual fund or similar entity) to measure investments in associates and joint ventures, measured at fair

value through profit or loss (rather than by using the equity method), should be performed for each single investment upon initial recognition. The amendment would be applicable from January 1, 2018 or later, and therefore it was applied from July 1, 2018.

- IFRS 12 Disclosure of Interests in Other Entities – Clarification of the scope of the Standard. The amendment clarifies the application scope of IFRS 12, and specifies that disclosures required by the standard, except for the ones envisaged in paragraphs B10-B16, also apply to interests held for sale, held for distribution to shareholders and discontinued operations in accordance with IFRS 5. The amendment would be applicable from January 1, 2018 or later, and therefore it was applied from July 1, 2018.

The adoption of these amendments had no impact on the Company's financial statements.

- On December 8, 2016, the IASB issued the amendment to the **IAS 40 "Transfers of Investment Property"**. These amendments clarify transfers of investment property to, or from investment property. More specifically, an entity must reclassify a property to, or from investment property only when there is a change in use. A change in use must be related to a specific event already occurred and shall not be limited to a change in the Management's intentions of an entity for the use of a property. These amendments would be applicable from January 1, 2018 or later, and therefore they were applied from July 1, 2018. The adoption of these amendments had no impact on the Company's financial statements.

- On December 8, 2016, IASB published the interpretation **IFRIC 22 "Foreign Currency Transactions and Advance Consideration**". This interpretation aims at providing guidelines for transactions carried out in a foreign currency, where non-monetary advances and payments on account are recognised in the financial statements before the recognition of the related assets, costs or revenue. This IFRIC provides guidance on how the entity should determine the date of a transaction and therefore the spot exchange rate to be used when transactions in foreign currency are carried out, in which the payment is made or received in advance.

  The interpretation clarifies that the transaction date is the earlier between:

  a) the date in which the advanced payment or the payment on account received are recorded in the entity's financial statements; and
  b) the date in which the assets, the cost or the revenue (or part of the same) is recorded in the financial statements (with consequent reverse of the advanced payment or the payment on account received).

- In the event of a number of advances or payments on account received, a specific transaction date must be identified for each of these transactions. IFRIC 22 would be applicable from January 1, 2018 or later, and therefore it was applied from July 1, 2018. The adoption of this interpretation had no impact on the Company's financial statements.

IFRS and IFRIC accounting principles, amendments and interpretations approved by the European Union, which are not mandatory and not adopted early by the Company as at March 31, 2019

- On January 13, 2016, the IASB published the standard **IFRS 16 – Leases** which will replace IAS 17 – Leases, as well as the interpretations IFRIC 4 Determining whether an Arrangement contains a Lease, SIC-15 Operating Leases—Incentives and SIC-27 Evaluating the Substance of Transactions Involving the Legal Form of a Lease.

  The new standard provides a new definition of lease and introduces a criterion based on control (right of use) of a good in order to distinguish lease contracts from service contracts, while identifying the following as discriminating factors: identification of the good, the right of replacement of the latter, the right to substantially obtain all the economic benefits deriving from the use of the good and the right to manage the use of the good underlying the contract.

The standard provides for a single model for the recognition and measurement of lease contracts for the lessee and which includes the booking of the assets also subject to an operating lease under assets and with an offsetting item equal to a financial payable, thereby providing for the possibility of not recognizing contracts, which involve low-value assets (i.e. lease contracts related to assets with a value lower than Euro 5,000) as well as leases with a contractual duration equal to or less than 12 months, as leasing contracts. On the contrary, the standard does not include significant changes for lessors.
The standard is applicable as of January 1, 2019 but early application is allowed.

Directors initiated a project aimed at implementing the new standard which envisages, as first step, a detailed analysis of contracts and accounting impacts and, as a second step, the implementation and/or adjustment of administrative processes and the accounting system. Directors have not yet defined the approach that they intend to adopt amongst those permitted by the IFRS 16 standard.

- On October 12, 2017, the IASB published an amendment to **IFRS 9 "Prepayment Features with Negative Compensation"** (published on October 12, 2017). This amendment specifies that the instruments that envisage a prepayment might comply with the "SPPI" test also in the event the reasonable additional compensation, to be paid in case of prepayments, is a negative compensation for the lender. The amendment is applicable as from January 1, 2019 but earlier application is permitted. The Directors do not expect significant impacts from the application of the amendment.

- On June 7, 2017, the IASB published the interpretation **"Uncertainty over Income Tax Treatments (IFRIC Interpretation 23)"** (published on June 7, 2017). The interpretation deals with uncertainty over tax treatments to be adopted on income taxes. In particular, the interpretation requires that an entity analyses the uncertain tax treatments (independently or together, according to their characteristics), always assuming that Tax Authorities will examine those amounts and will have full knowledge of all relevant information when doing so. If the entity concludes that it is not probable that a particular tax treatment is accepted, the entity has to reflect the uncertainty when determining current and deferred income taxes. Moreover, no other disclosure obligation is envisaged in the document but it is highlighted that the entity shall determine whether it will be necessary to provide information on observations made by the Management on the uncertainty related to tax accounting, in compliance with IAS 1.
  The new interpretation is applicable as from January 1, 2019 but earlier application is permitted. The Directors do not expect significant impacts from the instruction of the amendment.

IFRS Accounting standards and interpretations not yet applicable insofar as not endorsed by the European Union

At the reporting date of these interim financial statements, the competent Bodies of the European Union had not yet completed the approval process required for the adoption of amendments and the standards below.

- On May 18, 2017, the IASB published the standard **IFRS 17 - Insurance Contracts**, intended to supersede the standard IFRS 4 - Insurance Contracts.
  The purpose of the new standard is to guarantee that an entity supplies information representing both rights and obligations related to insurance contracts. The IASB has developed this standard to remove all inconsistencies and weaknesses of the existing accounting policies, by supplying a consolidated principle-based framework to take account of all types of insurance contracts, including reinsurance contracts held by an insurer. The new standard also envisages presentation and information requirements to improve comparability between entities belonging to the same sector.
  According to the new standard, an insurance contract is measured based on a General Model or a simplified version named Premium Allocation Approach ("PAA").
  The main characteristics of the General Model are:
  - estimates and assumptions of future cash flows are always the current ones;
  - measurement reflects the time value of the money;
  - estimates envisage an extensive use of observable market information;
  - there is a current and explicit measurement of risk;
  - the expected revenue is deferred and aggregated in clusters of insurance contracts upon initial recognition; and,

- the expected revenue is recognised over the coverage period for the contracts, taking account of adjustments resulting from changes in assumptions related to cash flows of each single cluster of contracts.

The PAA approach measures the liability for the remaining coverage of a cluster of insurance contracts provided that, upon initial recognition, the entity provides that this liability reasonably represents a reasonable approximation to the General Model. Contracts with a coverage period of one year or less are automatically eligible for the PAA approach. Simplifications resulting from the application of the PAA method are not applicable to the measurement of liabilities for claims in place, that are measured based on the General Model. However, discounting of cash flows is not required if the balance is likely to be paid or received within one year from the claim date.
The entity shall apply the new principle to insurance contracts issued, including reinsurance contracts issued, reinsurance contracts held and investment contracts with discretionary participation features (DPF).
The standard is applicable as from January 1, 2021 but early application is allowed solely for entities which apply IFRS 9 – Financial Instruments and IFRS 15 - Revenue from Contracts with Customers. The Directors deem that the adoption of this standard will not have a significant effect on the Company's financial statements.

- On October 12, 2017, the IASB published the document **IAS 28 "Long-term Interests in Associates and Joint Ventures (Amendments to IAS 28)"**. This document clarifies that an entity shall apply IFRS 9, including requirements related to impairment, to other long-term interests in associates or joint ventures to which the equity method is not applied. The amendment is applicable as from January 1, 2019 but earlier application is permitted. The Directors are currently evaluating the possible impact of the introduction of these amendments on the Company's financial statements.

- On December 12, 2017, the IASB published the document **"Annual Improvements to IFRSs: 2015-2017 Cycle"**, which includes the amendments to the standards within the annual improvement process. The main amendments involve:

  - IFRS 3 Business Combinations and IFRS 11 Joint Arrangements: the amendment clarifies that when an entity gains control of a business that is a joint operation, it shall remeasure the interests previously held in this business. Conversely, this process is not envisaged in the event of a joint control.
  - IAS 12 Income Taxes: this amendment clarifies that all tax effects related to dividends (including payments on financial instruments classified as Equity) should be accounted for consistently with the transaction that generated the profit (Income Statement, OCI or Equity).
  - IAS 23 Borrowing costs: the amendment clarifies that in the event of loans that are still in place after the reference qualifying asset is ready for use or sale, these amounts become part of the amounts used to calculate the borrowing costs.
    The amendments are applicable as from January 1, 2019 but earlier application is permitted. The Directors are currently evaluating the possible impact of the introduction of these amendments on the Company's financial statements.

- On February 7, 2018 the IASB published the document **"Plan Amendment, Curtailment or Settlement**". The document clarifies how an entity should recognise a modification (i.e. a curtailment or a settlement) of a defined benefit plan. Modifications require that the entity updates its assumptions and remeasures net liabilities or assets related to the plan. These amendments clarify that, upon occurrence of this event, an entity uses updated assumptions to measure the current service cost and the interests for the rest of the reference period following the event. The Directors are currently evaluating the possible impact of the introduction of these amendments on the Company's financial statements.

- On October 22, 2018 the IASB published the document **"Definition of a Business (Amendments to IFRS 3)"**. The document supplies some clarifications on the definition of the business for the purposes of a correct application of the IFRS 3 standard. In particular, the amendment clarifies that while a business usually produces an output, the presence of an output is not strictly necessary to determine a business in the presence of an integrated set of activities/processes and assets. However, in order to be considered a business, a set of activities/processes and assets must include,

at a minimum, an input and a substantive process that significantly contribute to the ability to create outputs. To this purpose, the IASB replaced the wording “ability to create output” with “ability to contribute to create outputs” to clarify that a business can exist also without the presence of all inputs and processes necessary to create an output.

The amendment has also introduced a concentration test, optional for the entity, that permits an assessment of whether an acquired set of activities and assets is not a business. If the test outcome is positive, the acquired set of activities/processes and assets is not a business and the standard does not require further assessments. If the test outcome is negative, the entity shall carry out further analyses to determine whether the acquired activities/processes and assets is a business. To this purpose, the amendment added a number of illustrative examples to the IFRS 3 standard in order to help entities understand the practical application of the new definition of business in specific cases. Amendments are applicable to all business combinations and subsequent acquisitions of assets, as from January 1, 2020 but early application is allowed.

While considering that this amendment will be applied on the new acquisition transactions that will be concluded as from January 1, 2020, any effect will be recognised in the interim financial statements ended after this date.

- On October 31, 2018, the IASB published the document **“Definition of Material (Amendments to IAS 1 and IAS 8)”.** This document introduced an amendment in the definition of “material” included in the IAS 1 - Presentation of Financial Statements and IAS 8 - Accounting Policies, Changes in Accounting Estimates and Errors. This amendment aims at specifying the definition of “material” and introduces the concept of “obscured information” together with the concepts of omitted or misstated information, already included in the two amended standards. The amendment clarifies that an information is “obscured” when it is described in a manner that the effect for the readers of a financial statement would be similar to the effect created by an omitted or misstated information.

  The Directors are currently evaluating the possible impact of the introduction of these amendments on the Company’s financial statements.

- On September 11, 2014, the IASB published an amendment to **IFRS 10 and IAS 28 “Sales or Contribution of Assets between an Investor and its Associate or Joint Venture”**. The document was published for the purposes of resolving the current conflict between IAS 28 and IFRS 10. In accordance with provisions of IAS 28, the profit or loss resulting from the transfer or conferment of a non-monetary asset to a joint venture or associate in exchange for a share capital quota of the latter is limited to the quota retained in the joint venture or associate by other investors which are external to the transaction. Conversely, the standard IFRS 10 provides for the booking of the entire profit or loss in the case of loss of control of a subsidiary, even if the entity continues to retain a non-controlling quota and including in this case even the transfer or conferment of a subsidiary to a joint venture or associate. The amendments introduced envisage that in the sale or transfer of an asset or a subsidiary company to a joint venture or associate, the measurement of a profit or loss to be recognised in the financial statements of the transferring /receiving company will depend on whether the assets or the subsidiary sold or transferred represent a business, as envisaged by IFRS 3. If the assets or subsidiary company sold or transferred represent a business, the entity shall recognise the profit or loss on the entire portion previously held. Conversely, the portion of profit or loss, related to the interests which is still held by the entity, should be derecognised. At the moment, the IASB has suspended the application of this amendment. The Directors are currently evaluating the possible impact of the introduction of these amendments on the Company’s financial statements. The Directors do not expect any significant impact from the adoption of these amendments.

Main sources of uncertainty in estimates used in the financial statements

The preparation of financial statements and the Notes based on application of the IFRS requires that Directors use estimates and assumptions that have an effect on assets and liabilities and on the disclosure of potential assets and liabilities at the reporting date. The estimates and assumptions used are based on experience and other factors considered material. The final results may differ from these estimates. The

estimates and assumptions are periodically reviewed and the effects of every variation are reflected immediately in the income statement or shareholders' equity for the reporting period when the estimate was made.

The most significant items impacted by these situations of uncertainty are provisions for risks and charges.

Provisions for risks and charges

Provisions for risks and charges cover costs of a known nature, that were certain or probable but whose amount or due date was uncertain at year end. Provisions are recorded following a legal or constructive obligation as a result of past events and when it is probable that an outflow of resources will be required. Provisions are posted for accounting purposes in accordance with IAS 37, when:

- the company is bound by a current (legal or implied) obligation as a result of a past event;
- it is probable that economic resources will have to be used to satisfy this obligation;
- it is possible to reliably estimate the amount necessary to fulfil the obligation.

The Provisions are made on the basis of the Directors' knowledge of similar obligations incurred in prior financial years and the amount of the current obligation, with the support of the Company's in-house counsel.

MAJOR RISKS AND UNCERTAINTIES TO WHICH SOCCER IS EXPOSED

As integration and further specification of the information contained in this Report, a description of the major risks and uncertainties to which Soccer is exposed is reproduced here below.

Risks related to the general conditions of economy

The profits or losses, the assets and liabilities and the financial position of the Company is influenced by various factors which are parts of the macro-economic scenario – including the increase or decrease of the gross domestic income, the level of consumer and business confidence, the cost of raw materials, the unemployment rate in the Country.

During the recently ended financial year, a global economic recession kept occurring, having produced negative effects on the Company's operating results; the demand for the services offered by the Company pertains to firms which, due to the present situation, have reduced their investments in communication and advertising. In general, the sector where the Company is active is subject to high cyclical fluctuations, which tends to reflect, besides the general trend of economy, also the sport results of the First Team ("Prima Squadra").

In addition, there are still difficulties in the sale of the official merchandising products, as a consequence of the lower income available to the Italian families.

Risks related to the business sector

The Soccer Sas' business, as overall connected with the commercial exploitation of the AS Roma brand, is closely related to the level of the sport performance and to the results obtained by the First Team of AS Roma in the sport competitions in which it participates during the financial year.

Also, the risk of counterfeiting or imitation of the official products is still high, notwithstanding the efforts made in the absence of a reference legislative framework for this sector, the impact on income deriving from trading of non-official products made by third parties may still be significant.

Risks related to the outcome of pending litigations

AS Roma, Soccer / Basic (ordinary litigation):

A.S. Roma S.p.A. and Soccer SAS di Brand Management S.r.l. were sued by BASIC Italia for compensation for damages associated with the alleged breach of the technical sponsorship contract signed on June 12, 2010, pursuant to which Basic was designated as official technical sponsor of the club for a period of seven years. The contract provided for the faculty in favor of AS Roma and Soccer to terminate the contract in advance at the occurrence of certain events expressly defined in the contract including, but not limited to, the production and marketing by Basic of products that differ from the approved prototypes under the contract. On November 23, 2012 AS Roma and Soccer resolved this contract due to breach of the contract by complaining of serious defects found on the technical material and on the clothing line created by Basic for the 2012/2013 football season. By means of a writ served on December 5, 2012 Basic sued AS Roma and Soccer claiming that the breach claimed by ASR and Soccer was not such as to justify the termination of the contract, and required compensation for damages suffered as a result of the resolution, quantified in approximately € 62 million.

A.S. Roma and Soccer rejected the claims put forth by BASIC Italia, arguing that they were inadmissible and/or unfounded, and thus to be denied in their entirety, while also petitioning the court for termination of the contract by fault of BASIC Italia itself and for his conviction for damages for more than double the amount requested by Basic, and in particular for a total of EUR 100 million in favor of AS Roma and EUR 35 million in favor of Soccer, plus interest and revaluation.

The Technical Consultant appointed by the Court to carry out the technical investigations requested by the Judge has completed his analysis and has deposited the expert report at the Court. At the hearing for the clarification of the conclusions, the Judge held the case in decision by assigning to the parties a deadlines for the filing of the final writings with effect starting from 20 November 2018. .

With an agreement signed on January 7, 2019, AS Roma, Soccer and Basic have agreed to settle the dispute arising between them, renouncing the reciprocal claims, questions, reasons and rights exercised with the joint commitment to extinguish the relative judgment for abandonment.

Soccer / Basic (Opposition proceedings against injunctive decree):

In parallel, a case is pending between Soccer and Basic Italia in Court of Rome for the opposition to the injunction issued in January 2013 by Basic Italia against Soccer, with which the Court ordered the payment of the sum of EUR 534,094.48 in favor of Basic Italia, plus interests pursuant to Legislative Decree 231/02.

With the opposition to the injunction order Soccer rejected the claims of Basic Italia insisting on the revocation, cancellation and / or declaration of inefficacy of the injunction also because of serious breaches of Basic Italy to the technical sponsorship contract signed on June 12, 2010.

The Technical Consultant appointed by the Court to carry out the technical investigations requested by the Judge completed his analysis and deposited the expert report with the Court. At the hearing for the clarification of the conclusions, the Judge held the case in decision by assigning to the parties deadlines for the filing of the final writings with effect from November 20, 2018.

With an agreement signed on January 7, 2019, AS Roma, Soccer and Basic have agreed to settle the dispute arising between them, renouncing the reciprocal claims, questions, reasons and rights exercised with the joint commitment to extinguish the relative judgment for abandonment.

Management of the financial risks

This Interim Financial Statement is prepared in accordance with the provisions of IFRS 7.

The main risks associated with the ordinary conduct of the company's operations may be summarized as follows:

Credit risk

Soccer does not have a significant concentration of credit risk and has appropriate procedures to minimize exposure to that risk. Trade receivables are not normally guaranteed and are monitored by the Company, which assesses the collection risks also through the entry in the appropriate allowance for bad debts.

Interest rate risk

With the exception of the current loan with MediaCo entitled "Intercompany Loan Agreement", offset by the loan disbursed to AS Roma for the same amount, there are no financial debts, therefore the effects that could be generated in the Income Statement and on the Company's Shareholders' Equity as a result of an unexpected and unfavorable change in interest rates, are virtually nil.

Exchange rate risk

Soccer makes almost all its transactions in Euro; therefore, it is not subject, to a significant extent, to the risk of exchange rate fluctuations.

Liquidity risk

The Company manages the liquidity risk by trying to maintain a constant balance between the sources of financing, derived from current management, and uses. Cash flows, financial requirements and liquidity are constantly monitored, with the aim of ensuring an effective and efficient management of resources and limiting financial stress inasmuch as possible.

Specifically, it should be noted that the ability to meet its ordinary cash requirements could be conditioned by the cash flow channeling mechanism provided in the Loan Agreement signed in February 2015 between ASR and Media and Sponsorship S.r.l. and Goldman Sachs and Unicredit, as "Mandated Lead Arranger and Bookrunner", and changed by the amending agreement in June 2017. Under the Loan Agreement, a mandatory mechanism for channeling proceeds and cash uses are provided for to secure the exact fulfilment of the obligations taken, which is established through the transfer of non-recourse receivables or by designating MediaCo as collection agent, with the task of collecting all non-recourse receivables or used as security and therefore to collect each payment made by, or on behalf of, the debtors of AS Roma and Soccer, relating specifically to television rights for the Serie A championship and European competitions, licensing and sponsorships activities, as well as "direct media rights", whose activities are currently linked to the television channel "Roma TV" and the radio channel "Roma Radio", as well as other activities carried out on digital platforms (e.g., website, Facebook, Twitter, WeChat, Instagram, YouTube, Pinterest, Giphy, Weibo). Under this contractually provided mechanism, the use of the Company's cash may be temporarily limited, with negative effects on the cash available to meet the cash requirements in very short periods, such as to prevent paying debts on the contractually provided payment dates, which, in the specific case of payables to football clubs for the transfer of footballers, and remunerations, including taxes and social security withholdings, accrued by registered personnel, may adversely affect the issue of the National License for registration in the Serie A Championship, and the UEFA License for registration in European competitions.

Derivatives

Soccer has not subscribed to derivatives, hedging or trading instruments.

INTERIM CONDENSED FINANCIAL STATEMENT

The company Soccer Sas of Brand Management S.r.l is consolidated in the A.S. Roma Group in accordance with the IAS/IFRS Standards, which A.S. Roma is required to apply when drawing up its annual financial statement and interim accounting positions, according to which Soccer Sas is considered a special purpose vehicle-company and, therefore, falling under the area of consolidation of AS Roma.

Moreover, in accordance with the provisions of the Economic and Financial Criteria, referred to in the UEFA License Handbook, which AS Roma is obligated to comply with, for the team to participate in International Competitions, in the context of compliance with the economic and financial requirements for the issue of the "UEFA License", and the Economic and Financial Criteria, of the National Licensing System, for the team's participation in the National Competitions, Soccer S.a.s still falls within the consolidation of A.S. Roma, in view of a broader group identification, as intended by the abovementioned Regulations.

As a result of these considerations, the Company draws up its annual financial statements on the basis of

international accounting principles, in line with A.S. Roma.

SIGNIFICANT EVENTS DURING THE FINANCIAL YEAR

During the period between June 30, 2018 and March 31, 2019 no significant events have occurred.

SIGNIFICANT EVENTS THAT OCCURRED AFTER THE END OF THE FINANCIAL YEAR

In the period from the financial statement's closing date to the drafting date of this Report, the continuity of business policies, designed to maximize proceeds, is confirmed and there are no particularly significant management events.

MANAGEMENT EVOLUTION

The current period benefits significantly from additional proceeds from team jersey sponsorship agreements signed with Qatar Airways, Hyundai and Betway. Specifically, the Company is the recipient of promotional-advertising income, mainly for commercial activities at the Stadio Olimpico, as provided for in the agreements.

As regards marketing activity, performance should be better than that of the current period with the consolidation and further development of existing activities, with the expected improvement in sales of official products, for which specific licensing and distribution agreements were completed. In international markets, the sale of official AS Roma-branded products will be supported through the growing international exposure of the first team and youth teams. Income improvements are also expected for media activities (Radio and Television).

However, it is noted that any failure to develop commercial revenues in line with forecasts could result in a further negative operating profit/loss. The Company's Directors will monitor the evolution of management against forecasts and will evaluate any actions, if necessary, to ensure continuity as a going concern.

ANALYSIS OF BALANCE SHEET LINES

ASSETS

NON-CURRENT ASSETS

1 – Intangible assets

Intangible assets amount to EUR 59 thousand (EUR 937 thousand on June 30, 2018), decreased by EUR 878 thousand in the period, of which EUR 214 thousand was due to amortization, and EUR 664 thousand was related to the reclassification of the expenses incurred to make the commercially-leased points of sale located at Piazza Colonna, Roma Est and Via del Corso in an operational status or to improve their operations in the corresponding line of Tangible Assets.

Therefore, the intangible assets existing on March 31, 2019 are mainly related to administrative software and to the capitalization of costs related to the implementation of the website. The changes are provided below:

Amounts in thousands of EUR	Balance on June 30, 2018			Historical Cost		Depreciation provisions		Balance on March 31, 2019		
Description	Historical Cost	Accumulated depreciation	Net value	Addition	Reclassified	Depreciation	Utilizations and reclass.	Historical cost	Accumulated depreciation	Net value
Licensing software	150	(146)	4	-	-	(2)	-	150	(148)	2
Website	850	(581)	269	-	-	(212)		850	(793)	57
Leasehold improvements	1,092	(428)	664	-	(1,092)	-	428	-	-	-
Totals	**2.092**	**(1.155)**	**937**	**-**	**(1.092)**	**(214)**	**428**	**1.242**	**(700)**	**59**

2 – Property, plant and equipment

This line amounting to EUR 1,145 thousand (EUR 708 thousand on June 30, 2018), increased by EUR 437 thousand in the period. Specifically, there was an increase of EUR 664 thousand due to the reclassification, from Intangible Assets, of Leasehold Improvements, for work carried out to adapt the stores, as mentioned above. This increase was partially offset by a decrease of EUR 227 thousand, as a result of depreciation in the period. These fixed assets refer mainly to works carried out and to the equipment and furnishings used in the Roma Stores at Via del Corso, Piazza Colonna and Roma Est. The changes are illustrated below:

(Amounts in thousands of EUR)	June 30, 2018			Historical Cost		Depreciation provisions		March 31, 2019		
	Historical Cost	Accumulated depreciation	Book Value	Increases	Reclassified	Depreciation	Reclassified	Historical cost	Accumulated depreciation	Book Value
Plants and machinery	310	(127)	183	-	-	(38)	-	310	(165)	145
Industrial and commercial equipment	343	(286)	57	-	-	(8)	-	343	(294)	49
Other assets	1,278	(820)	458	-	1,092	(181)	(428)	2,370	(1,429)	941
Tangible assets under construction	10	-	10	-	-	-	-	10	-	10
Totals	**1,941**	**(1,233)**	**708**	**-**	**1,092**	**(227)**	**(428)**	**3,033**	**(1,888)**	**1,145**

Plants and machinery

Amounting to EUR 145 thousand (EUR 183 thousand on June 30, 2018), net of the corresponding accumulated depreciation, they refer to specific plants, surveillance, cooling, air conditioning and telephone systems. They were decreased by EUR 38 thousand due to depreciations for the period.

Industrial and commercial equipment

Amounting to EUR 49 thousand (EUR 57 thousand on June 30, 2018), net of the corresponding accumulated depreciation, they refer mainly to commercial equipment located in the stores. The decrease of EUR 8 thousand is due to depreciation in the first 9 months of the financial year.

Other assets

This line amounts to EUR 941 thousand (EUR 458 thousand on June 30, 2018), net of the corresponding accumulated depreciation. EUR 401 thousand (EUR 458 thousand on June 30, 2018) mainly refer to the furniture and furnishings at the store of Via del Corso, as well as electronic office machines and cash desks located in the Roma Store. The decrease of EUR 57 thousand is due to depreciation in the period.

The remaining amount of EUR 540 thousand is related to adaptation work for the stores, whose net book value on June 30, 2018, amounting to EUR 664 thousand, was classified in Intangible Assets. During the period, depreciation amounted for EUR 124 thousand for this item and, in total, of EUR 181 thousand.

Tangible assets under construction

Amounting to an EUR 10 thousand (unchanged on June 30, 2018), they refer to the building work still to be completed in the store at Via del Corso.

3 – Equity investments

The account balance, amounting to EUR 127,297 thousand (EUR 127,297 thousand on June 30, 2018), did not change from the previous year and it is related to the investment in the subsidiary ASR Media and Sponsorship S.r.l. (hereinafter, "MediaCo"), incorporated on December 2, 2014 together with the A.S. Roma S.p.A., through the selling of a business unit that included the trademarks, marketing, licensing and sponsorship activities.

The stake, amounting to a par value of EUR 177,320, equal to 88.66% of the share capital, was recorded at an initial value of EUR 126,072 thousand, equal to the estimate of the fair value of the company that resulted from the qualified external expert's specific report at initial recognition.

An impairment test was carried out on the value of the investment in ASR Media and Sponsorship S.r.l. on June 30, 2018, also with the support of a report on the estimate of the recoverable value prepared by an independent expert. Since the recoverable value was higher than the carrying amount, no write-downs were made in the period under consideration.

The estimate of the recoverable value was based on the discounted value of the expected income flows, which reliably approximate the financial flows. The estimate of expected flows considered the forecast of the profit/losses for the current season and a full operation projection based on an average of recent historical profit/losses and the profit/losses for the current season, rectified where necessary to ensure that it maintained the current income capacity of the subsidiary. The WACC actualization rate considers current capital market conditions, the specific risk of the business and the financial structure of AS Roma on the estimate's relevant date. The WACC amounted to 6.9%. A sensitivity analysis was conducted on the basis of which a 10% negative variance of WACC and standard revenues would not result in value reductions.

A summary of the most significant accounting data of the subsidiary is shown in the table below.

SUMMARY OF THE ESSENTIAL DATA OF THE CONTROLLED COMPANIES

Amounts in thousands of EUR	% of Investment	Share Capital	Shareholders' Equity	Revenues	Net profit (Loss)	Other non-current assets and Fixed assets	Total Assets	Total Liabilities
ASR Media and Sponsorship S.r.l. (1)	88.66	200	133,074	22,707	10,686	373,787	411,309	278,235

(1) = Data from the financial statements on June 30, 2018 - last approved financial statements

4 - Other non-current assets

Other non-current assets amount to EUR 191,147 thousand (EUR 183,141 thousand on June 30, 2018), increased by EUR 8,006 thousand in the financial year compared to the previous period.

Non-current receivables towards parent companies

This line amounted to EUR 189,514 thousand (EUR 181,505 thousand on June 30, 2018), for the loan disbursed in February 2015 to A.S. Roma S.p.A., in the context of the overall financing operation of the AS Roma Group. The loan, with an initial maturity in February 2021, extended to June 2023, recorded a net increase of EUR 8,009 thousand in the period under consideration and consists of EUR 150,334 thousand (EUR 150,334 thousand on June 30, 2018) from the share capital and EUR 39,180 thousand (EUR 31,171 thousand on June 30, 2018) from interest receivable accrued on March 31, 2019.

Other non-current receivables

This line amounted to EUR 1,326 thousand (EUR 1,326 thousand on June 30, 2018), unchanged compared to June 30, 2018, relates to the residual VAT receivable accrued in 2016 and payable after the following financial year, by virtue of the restrictions imposed by the current tax law, amounting to EUR 700 thousand per calendar year. Lastly, please note that, from January 2017, the Company participated in the procedure to settle the VAT of the Group carried out by the parent company NEEP Roma Holding S.p.A

Non-current escrow deposits

This item amounts to EUR 306 thousand (EUR 310 thousand on June 30, 2018), mainly as a result of the security deposits paid in connection with leases for the commercial establishments of Via Appia, Piazza Colonna, Roma EST and Via del Corso, decreased by EUR 4 thousand over 9 months as a result of the return of a security deposit, initially paid after setting up a prize contest.

CURRENT ASSETS

5 - Inventories

Inventories as at March 31, 2019 amounted to EUR 1,316 thousand (EUR 1,130 thousand as at June 30, 2018) are stocks of products and goods intended to be sold by Soccer SAS in the framework of its merchandising activities. A net increase of EUR 186 thousand has been recorded in the period, which was substantially due to the materials purchased in the first quarter of the year to be sold throughout the year. It should be noted that inventory have been valued based on the Weighted Average Cost.

6 – Trade receivables

Amounting to EUR 47,024 thousand (EUR 14,672 thousand on June 30, 2018), they increased by EUR 32,352 thousand in the period and consist of the following receivables:

Amounts in thousands of EUR	March 31, 2019	June 30, 2018	Changes
Trade receivables from third parties	21,341	14,232	7,109
Current trade receivables from subsidiaries	6,000	219	5,781
Current trade receivables from other related companies	19,683	221	19,462
Totals	**47,024**	**14,672**	**32,352**

Current trade receivables from third parties

Amounting to EUR 21,341 thousand (EUR 14,232 thousand on June 30, 2018), net of the allowance for bad debts of EUR 3,098 thousand (EUR 3,772 thousand on June 30, 2018), this item increased by EUR 7,109 thousand in the period. The balance includes receivables for invoices to be issued for EUR 1,091 thousand (EUR 2,310 thousand on June 30, 2018). The increase recorded in the period is mainly due to invoicing, at the end of the period, sponsorship and advertising revenues, relating to the commercial activities carried out during the matches of the first team of AS Roma at the Stadio Olimpico, and revenues from audio-visual rights and other trade receivables.

Trade receivables are divided as follows:

Amounts in thousands of EUR	March 31, 2019	June 30, 2018
Trade receivables from third parties	**24,439**	**18,004**
Allowance for bad debts	(3,098)	(3,772)
Total	**21,341**	**14,232**

In accordance with the provisions of the IFRS 7 Accounting Standard, such trade receivables are thus divided by overdue classes as of March 31, 2019:

Amounts in thousands of EUR	March 31, 2019	June 30, 2018
Trade receivables towards subsidiaries	**6,000**	**219**
Trade receivables towards parent companies (ARS SPV LLC)	**221**	**221**
Trade receivables towards AS Roma	**19,462**	**75**
Trade receivables from third parties:		
Trade receivables for invoices to be issued	1,091	2,310
Trade receivables not past due	12,746	203
Overdue trade receivables after 30 days	3,180	7,163
Overdue trade receivables from 31 to 60 days	900	1,431
Overdue trade receivables from 61 to 90 days	328	65
Overdue trade receivables after 90 days	6,194	6,757
Total receivables	**50,122**	**18,444**
Allowance for bad debts	*(3,098)*	*(3,772)*
Total trade receivables	**47,024**	**14,672**

The receivables are shown net of the related allowance for bad debts, amounting to EUR 3,098 thousand (EUR 3,772 thousand on June 30, 2018), down by EUR 674 thousand in the period as a result of the updated assessments about trade receivables. Specifically, decreases of EUR 1,055 thousand were recorded, for the use of funds due to the assessment of non-recoverable or defined positions in the period and corresponding increases for provisions, amounting to EUR 210 thousand, and for balances transferred by the absorbed company AS Roma Merchandising, amounting to EUR 171 thousand. The allowance for bad debts was calculated with reference to the share of receivables that the Directors judiciously considered difficult to recover.

The Company applies the simplified approach of IFRS 9 to measure expected credit loss on all trade receivables and assets resulting from customer contracts.

In order to determine the expected credit loss, the trade receivables were grouped initially by counterparts (Other Entities and Public Administration) and then, only for receivables from other entities, by overdue days.

Expected credit loss rates are based on collection times along a 545-day period prior to July 1, 2018, and on the corresponding losses on historical receivables during that financial year. Historical loss rates are adjusted to reflect the current and future macroeconomic conditions affecting the customers' ability to repay credit. The Company identified the average default rate of Italian companies for the two-year 2018-2019 financial year as a relevant factor in relation to third-party receivables, while it noted the country risk for Italy as the main factor for receivables from the Public Administration. These factors were used to adjust the historical loss rates detected.

It is specified that, on the basis of the abovementioned model, there are no significant impacts that would require having to adjust the allowance for bad debts on March 31, 2019.

Current trade receivables towards subsidiaries

Amounting to EUR 6,000 thousand (EUR 219 thousand on June 30, 2018), increased by EUR 5,781 thousand, are due towards ASR Media and Sponsorship, following cash collections from business arrangements channeled in MediaCo, as guarantee to the commitments made within the financing transaction already mentioned.

Specifically, EUR 5,826 thousand (EUR 136 thousand on June 30, 2018) for Soccer receivable cash

collections received by MediaCo, for activities related to the contributed business unit. The increase of EUR 5,690 thousand in the period is related, for EUR 5,683 thousand, to cash collections from Sky rights for the Library and Roma TV licenses received at the end of the financial year by MediaCo.

The remaining amount of EURO 174 thousand (EUR 83 thousand on June 30, 2018) is related to Soccer cash collections received by MediaCo, referring to services in the hospitality area of the Stadio Olimpico, included in the sponsorship agreements, and not part of the disposed business unit.

Current trade receivables towards parent companies

Amounting to EUR 19,683 thousand on March 31, 2019 (EUR 221 thousand on June 30, 2018), EUR 19,462 thousand refer to amounts from A.S. Roma. The line, which includes receivables for invoices to be issued, amounting to EUR 275 thousand, is essentially related to the charges for hospitality services and advertising, carried out during the competitions at the Stadio Olimpico, for the charge of costs from sponsorship agreements (technical and team jersey) and for revenues from television footage.

The remaing part, amounting to EUR 221 thousand and unchanged in the period, is due towards ASR SPV LLC and it is related to the chargebacks incurred, connected to the design and construction of the new stadium.

7 - Other current assets

The caption, amounting to EUR 49,270 thousand (EUR 28,247 thousand on June 30, 2018) increased by EUR 21,023 thousand compared to June 30, 2018, is summarized as follows:

Amounts in thousands of EUR	March 31, 2019	June 30, 2018	CHANGES
Dividend receivables from subsidiaries	35,458	25,984	9,474
Other receivables from parents and subsidiaries	6,614	1,726	4,888
Prepaid expenses	7,047	**490**	6,557
Other current receivables	814	710	114
Total receivables	**49,933**	**28,963**	**20,970**
Allowance for bad debts	(663)	(663)	-
Total other current assets	**49,270**	**28,247**	**21,023**

Receivables towards subsidiaries for dividends

Dividend receivabls towards subsidiaries, amounting to EUR 35,458 thousand (EUR 25,984 thousand on June 30, 2018) increased by EUR 9,474 thousand, due to recording dividends for the 2017-2018 financial year, as decided by the Shareholders' Meeting of MediaCo held on October 25, 2018. The balance also includes receivables from dividends for the following financial years: EUR 3,736 thousand for 2014-2015; EUR 11,107 thousand for 2015-2016, and EUR 11,141 thousand for 2016-2017.

Other receivables towards parent and related companies

Amounting to EUR 6,614 thousand on March 31, 2019 (EUR 1,726 thousand on June 30, 2018), increased by EUR 4,888 thousand in the period, these are related to receivables from AS Roma Spa for VAT Group bank accounts, amounting to EUR 5,782 thousand, for receivables accrued from the parent NEEP Roma Holding for monthly VAT settlements, by virtue of the Company's participation in the Group VAT settlement procedure. These receivables were subsequently transferred to AS Roma, which serves as a clearing house for all the companies of the Group with Parent Company NEEP Roma Holding. The remaining part refers to receivables from NEEP Roma Holding, amounting to EUR 831 thousand (EUR 1,726 thousand on June 30, 2018), decreased by EUR 895 thousand in the period, related to the transfer of VAT receivable balances, arising from the monthly settlements of the company to the Parent Company following its participation in the Group settlement procedure, which has been in place since January 2017. Specifically, the balance on June 30, 2018 (amounting to EUR 1,726 thousand) was related to the settlement of June 2018, while the balance on March 31, 2019 (amounting to EUR 831 thousand) is related to the VAT settlement of March 2019.

Prepaid expenses

Amounting to EUR 7,047 thousand (EUR 490 thousand on June 30, 2018), increased for EUR 6,557 thousand in the period and relates to deferred income as following:

- EUR 1,271 thousand (not present on June 30, 2018) from AS Roma for invoicing in advance of the relevant period; are essentially related to the costs of stadium subscriptions and services that are part of the framework agreement;
- EUR 5,675 thousand (not present on June 30, 2018) from MediaCo, for the lease of the Going Concern for the months of May and June 2019;
- EUR 27 thousand (EUR 18 thousand on June 30, 2018) for insurance premiums paid in advance;
- EUR 9 thousand (EUR 50 thousand on June 30, 2018) for commercial rent of the stores, invoiced in advance and for the future;
- EUR 65 thousand (EUR 119 thousand on June 30, 2018) related to other services invoiced in advance.

Please note that on June 30, 2018 there were prepaid expenses, amounting to EUR 170 thousand for audio-visual services invoiced by third parties in advance pertaining to the 2018-2019 financial year and EUR 133 thousand related to invoicing by NIKE of merchandise, delivered after the end of the period, not reported on March 31, 2019.

Other current receivables

They are mainly related to prepayments to suppliers and other entities, amounting to EUR 814 thousand (EUR 763 thousand on June 30, 2018), and to advances paid to a television broadcaster to develop targeted promotional activities towards the Far East, prudently adjusted in the previous year by full allocation to the allowance for bad debts.

8 – Tax receivables

Amounting to EUR 773 thousand (EUR 1,466 thousand June 30, 2018), this line is composed as following: EUR 700 thousand (EUR 1,400 thousand on June 30, 2018) as part of the VAT receivable from the 2016 VAT tax declaration, which is expected to be used by December 2019; EUR 66 thousand (unchanged from June 30, 2018) as the IRAP credit surplus, accrued in the 2014-2015 financial year, and EUR 1 thousand as VAT and IRES receivables from the merger by incorporation with AS Roma Merchandising, which occurred in December 2018.

9 – Cash at bank and on hand

Amounting to EUR 2,857 thousand (EUR 954 thousand on June 30, 2018), this line increased by EUR 1,902 thousand in the period as a result of the dynamics of the cash flows generated by current management, and is made up of bank deposits, amounting to EUR 2,756 thousand (EUR 906 thousand on June 30, 2018), and cash, amounting to EUR 101 thousand (EUR 48 thousand on June 30, 2018).

There are no existing constraints on the use of bank deposits with the exception of the constraint concerning the loan agreement entered into with Goldman Sachs and UniCredit in February 2015, and subsequent addendums. Note that this pledge can only be used on the occurrence of certain default events and may only be exercised within the limits of existing availability, up to reaching the remaining debt.

EQUITY

10 – Shareholders' Equity

The Shareholders' Equity of the Company, amounting to EUR 94,458 thousand (EUR 94,270 thousand on June 30, 2018), recorded a net increase of EUR 188 thousand, due, for EUR 1,279 thousand, to the net profit generated on March 31, 2019, and considering the negative effect on reserves for EUR 1,091 as a result of the application of the new IFRS 15 accounting standard.

The share capital, amounting to EUR 123,432 thousand, is attributable, for EUR 123,412 thousand, to AS Roma S.p.A, for EUR 10 thousand, to Brand Management S.r.l. and, for EUR 10 thousand, to ASR Soccer LP S.r.l.

Actuarial profits (losses), negative for EUR 249 thousand, did not change compared to June 30, 2018 were adjusted to the Provision for employees' future benefits determined by external qualified professionals based on the relevant accounting standard (IAS 19 revised).

The Reserve for Accumulated Loss, negative for EUR 30,004 thousand (EUR 21,947 thousand on June 30, 2018), recorded a change of EUR 8,057 thousand, determined by carrying forward the loss of EUR 6,966 thousand generated in the previous year, as per the resolution of the Shareholders' Meeting held on October 25, 2018 and amounting to EUR 1,091 thousand from the negative effects due to the first application of the IFRS 15 accounting standard on recording revenues from sponsorships.

The information required by Article 2427, No. 7-bis, of the Italian Civil Code on the availability and distribution of reserves are summarized in the schedule below:

Balance in thousands of EUR	March 31, 2019	Likelihood of use	Available stake	Use in 3 prior FYs
Share Capital	123,432	A		-
Actuarial profits (losses)	(249)			-
Accumulated loss	(30,004)			-
Profits/losses from March 31, 2019	1,279			
Total Shareholders' Equity	**94,458**			

Key: A, may be used to cover losses

LIABILITIES

NON-CURRENT LIABILITIES

Non-current liabilities, amounting to EUR 244,862 thousand (EUR 228,061 thousand on June 30, 2018), recorded a net increase of EUR 16,801 thousand in the period, as follows:

Amounts in thousands of EUR	March 31, 2019	June 30, 2018	Changes
Non-current loans towards parent companies	234,541	217,625	16,916
Employee benefit liabilities	1,207	1,346	(139)
Provisions for tax charges and deferred taxes liabilities	90	-	90
Other non-current liabilities	9,024	9,090	(66)
Total non-current liabilities	**244,862**	**228,061**	**16,801**

11 – Non-current financial loans towards parent companies

This line amounting to EUR 234,541 thousand (EUR 217,625 thousand on June 30, 2018), increased by EUR 16,916 thousand in the period, and concerns loans amounting to EUR 193,477 thousand (EUR 181,954 thousand on June 30, 2018) disbursed by ASR Media and Sponsorship S.r.l after the period. The initial disbursement in February 2015, amounting to EUR 150,334 thousand, was added to the additional and new disbursements that followed, equal to EUR 49,507 thousand (EUR 37,984 thousand on June 30, 2018) of which EUR 11,523 during the first 9 months of the financial year and corresponding to repayments amounting to EUR 6,364 thousand (EUR 6,364 thousand on June 30, 2018).

The balance also includes interest accrued on the loan up to the closing date of the period, amounting to EUR 41,064 thousand (EUR 35,671 thousand on June 30, 2018), of which EUR 9,961 thousand accrued in the period and EUR 4,568 thousand paid to the parent companies.

The loan was disbursed in the context of the overall financing transaction of the AS Roma Group, to which reference is made. Specifically, the loan was taken out as part of the consolidation and functional reorganization process of the AS Roma Group in order to enable AS Roma, *inter alia*, to repay in full its existing financial debts and finance its financial needs and the costs of the financing-related transactions. The loan is backed by appropriate guarantees, by financial covenants and by further commitments to be complied with for the entire duration of the financing by the parties involved in the transaction, which are usually applied in similar transactions. The original financing, for a total amount of EUR 175 million, net of ancillary and directly attributable costs for fees connected to financial intermediation and legal and professional advice, was disbursed in February 2015 by Goldman Sachs International and UniCredit S.p.A., as "Mandated Lead Arranger and Bookrunner", to the newly formed ASR Media and Sponsorship S.r.l., and from this to the parent Soccer Sas, for EUR 150,334 thousand, that transferred that amount to AS Roma. Subsequently, on June 22, 2017, an agreement amending the original loan agreement was reached, which led to the loan amount being increased (from EUR 175 million to EUR 230 million), an extension of the maturity date to June 2022 and the starting date of the loan's repayment to June 2018. The loan is regulated at a variable rate (Euribor 3 months, with a minimum of 0.75%) and a 6.25% spread and is backed by guarantees. Note that, prior to settling on the financing transaction, the Board of Directors of A.S. Rome, on November 13, 2014, approved creating a pool of dedicated assets under Article 2447-bis, paragraphs 1(a) of the Italian Civil Code, in which the assets relating to the management of the media rights to the Series A and the matches organized by UEFA were allocated, as well as the financing related to them. The pool of dedicated assets was recorded with the Companies' Register on November 18, 2014.

12 – Employee benefit liabilities

Employee benefit liabilities consisting of benefits to which employees are entitled and is paid out at the same time as or after the termination of the employment relationship. This liability falls within the scope of the so-called "defined benefit plans" and, therefore, is determined by applying the actuarial logic method. The balance amounting to EUR 1,207 thousand (EUR 1,346 thousand as at June 30, 2018), recorded a net decrease of EUR 139 thousand in the period, as a result of using the provision during the period, also considering the actuarial valuation carried out by qualified and independent experts. The movements that occurred in the previous financial year and in the current period are shown below:

(Amounts in thousands of EUR)	March 31, 2019	June 30, 2018
Severance Indemnity Fund (TFR)	**1,346**	**1,169**
Utilization for termination of employment	(100)	(81)
TFR transfer to Roma Studio S.r.l	(204)	-
Early TFR payments	-	(25)
Other utilizatoins	(81)	(49)
Actuarial Profits (Losses)	-	39
Interest for actuarial revaluation of the fund	-	9
Provision for the period	246	284
Severance Indemnity Fund (TFR)	**1,207**	**1,346**

Severance Indemnities accruing after January 1, 2007 represent a "defined contribution plan." The company periodically deposits the portions of accrued termination indemnities to a separate entity (e.g., Previndai and/or Pension Provisions) and with this payment fulfills its obligations to its employees. The accounting treatment is similar to those for contributions of another nature, namely accrued TFR is posted as a cost incurred in the financial period and the liability is recorded within short-term liabilities.

Severance Indemnities accrued up to December 31, 2006 continue to represent a "defined contribution plan," verifiable as to their existence and quantifiable as regards the amount payable but uncertain as to when payment will be required.

The present value of the defined benefit obligation is calculated and certified annually by an external, independent actuary based on the "Projected unit credit method."

A summary of the actuarial assumptions adopted in the assessment are reported below:

Financial Assumptions:

- The future annual rates of inflation have been established at the average rate of inflation occurring in Italy in recent years, on the basis of data provided by ISTAT (the National Institute of Statistics).
- The future annual rates of revaluation of the existing reserve and subsequent fixed payments, as established by applicable law, in the amount of 75% of the inflation rate + (plus) 1.5%, net of tax;
- The annual discount rates have been established at 1.97%.

Demographic Assumptions:

- The table RG48 titled “Table of worker permanence in an asset position” was used to assess the permanence of workers in the company. This table, created by the Italian General Accounting Office, with reference to the generation born in 1948, selects, forecasts and separates by gender, and integrates additional causes of severance (resignation, advances, which constitute an economic cause of severance which may be assessed according to probability of termination and the like).

13 – Provision for tax charges and deferred tax liabilities

Amounting to EUR 90 thousand, this line relates to the charges that emerged during the period following a general audit carried out by the Italian Tax Authority for which the parties are seeking to reach an amicable settlement to the charges in order to contain the burden on the company and avoid the resulting tax dispute.

14 – Other non-current liabilities

This line amounting to EUR 9,024 thousand (EUR 9,090 thousand on June 30, 2018), refers to the deferred income, relating to the revenues from RAI, for the use of the RAI library over 99 years, commencing from the 2007-2008 financial year, of the A.S. Roma Library, by virtue of the agreement A.S. Roma entered into with the television broadcasting company on August 31, 2007. The proceeds from this activity, initially posted to A.S. Roma, flowed to the to the Going Concern (A specific business unit of MediaCo) contributed to ASR Media and Sponsorship S.r.l. and, from this, leased to Soccer Sas. The decrease of EUR 66 thousand is due to classifying current payables of the share accrued in the period in the corresponding line. The share of the proceeds expiring within 12 months, amounting to EUR 88 thousand, is classified among current payables, while the share expiring after five financial years amounts to EUR 8,672 thousand.

CURRENT LIABILITIES

Current liabilities amounting to EUR 81,567 thousand (EUR 36,220 thousand on June 30, 2018) recorded a net increase of EUR 45,347 thousand in the period, as follows:

Amounts in thousands of EUR	March 31, 2019	June 30, 2018	Changes
Current trade payables towards third parties	5,389	8,089	(2,700)
Current trade payables towards parent companies	61,128	23,421	37,707
Current trade payables towards related companies	2,778	-	2,778
Short – terms debt and current portion of long term debt	29	18	11
Current tax payables	107	239	(132)
Other current payables	12,137	4,454	7,683
Total Current Liabilities	**81,567**	**36,220**	**45,347**

15 – Current trade payables

The caption, amounting to EUR 69,294 thousand (EUR 31,510 thousand on June 30, 2018), recorded an increase of EUR 37,785 thousand in the financial year, as follows:

Amounts in thousands of EUR	March 31, 2019	June 30, 2018	Changes
Current trade payables towards third parties	5,389	8,089	(2,700)
Current trade payables towards parent companies	61,128	23,421	37,707
Current trade payables towards related companies	2,778	-	2,778
Total Trade Payables	**69,294**	**31,510**	**37,784**

Current trade payables towards third parties

Amounting to EUR 5,389 thousand (EUR 8,089 thousand on June 30, 2018), the trade payables recorded a decrease of EUR 2,700 thousand in the period and include payables for invoices to be received, amounting to EUR 2,048 thousand (EUR 937 thousand on June 30, 2018).

Current trade payables towards parent companies

These amount to EUR 61,128 thousand (EUR 23,421 thousand on June 30, 2018), an increase of EUR 37,707 thousand in the period, are payable to AS Roma and are substantially related to charges for the commercial use of the Stadio Olimpico areas and the Trigoria Training Complex; to purchase access gates to the Stadio Olimpico and other services, under a framework agreement. The line also includes the charge for sponsorship fees for the first team jersey (Qatar Airways Group, Hyundai Motor Company Italy and Betway Ltd), which are subsequently re-invoiced by Soccer to sponsors under the agreements underlying contracts.

Current trade payables towards related companies

Trade payables to Roma Studio, amounting to EUR 2,778 thousand, are owed for commercial services for the provision of editorial content (television radio) amounting to EUR 2,420 thousand and, for the remaining (negative) adjustment relating to transferred assets in return for payment amounting to EUR 358 thousand, which emerged after the company was incorporated.

16 – Short term debt and current portion of long term debt

Amounting to EUR 29 thousand (EUR 18 thousand on June 30, 2018) this caption refers to payment of services provided at the end of the period through corporate credit cards issued by leading industry players, which were subsequently settled after March 31, 2019 under the contractually agreed payment term and conditions.

17 – Current tax payables

Tax payables amounting to EUR 107 thousand (EUR 239 thousand on June 30, 2019), decreased by EUR 132 thousand in the period, are substantially related to IRPEF (Italian personal income tax), regional and municipal surtaxes on salaries of employees, independent contractors and professionals, levied at the end of the year as withholding taxes, duly paid in the following April, in compliance with applicable tax legislation.

18 – Other Current Liabilities

These amount to EUR 12,137 thousand (EUR 4,454 thousand on June 30, 2018), increased by EUR 7,683 thousand in the period and consist of the following:

Amounts in thousands of EUR	March 31, 2019	June 30, 2018	Changes
Other current liabilities towards parent companies and subsidiaries	589	113	476
Payables towards employees	525	843	(318)
Social security payables	327	445	(118)
Deferred income	10,697	3,052	7,645
Total other liabilities	**12,137**	**4,454**	**7,683**

Other current payables towards parent companies

Amounting to EUR 589 thousand, they relate to payables to NEEP Roma Holding (EUR 113 thousand for the period ended June 30, 2018) and for February 2019 VAT payables, transferred to the Parent Company under the existing consolidated tax agreement.

Payables towards employees

Payables towards employees and independent contractors, amounting to EUR 525 thousand (EUR 843 thousand on June 30, 2018) recorded a decrease of EUR 318 thousand, compared to the corresponding amount on June 30, 2018. It includes EUR 282 thousand for bonuses accrued by staff in the previous financial year, and EUR 4 thousand for the employee severance fund (TFR) to be paid to employees no longer in place at the end of the financial year, respectively, both of which were paid in the following month of July.

Social security payables

Social security payables amounting to EUR 327 thousand (EUR 445 thousand on June 30, 2016), down by EUR 118 thousand over the period, are for contributions accrued at the end of the financial period for work provided by employees and by independent contractors. They are composed as follows:

(Amounts in thousands of EUR)	March 31, 2019	June 30, 2018	Changes
INPS [Italian National Social Security Institute] - Employees and independent contractors	262	386	(124)
Other social security institutions	65	59	6
Total Social Security payables	**327**	**445**	**(118)**

Payables to INPS (Italian National Institute of Social Insurance) include the amount of EUR 157 thousand (EUR 158 thousand on June 30, 2018), relating to deferred salaries (13th monthly salary, 14th monthly

salary, holidays and reduction of work hours (ROL). The outstanding payables to INPS for contributions accrued at the end of the period, amounting to EUR 105 thousand (EUR 228 thousand on June 30, 2018), were regularly paid in the following month of April, together with contributions payable to other social security/pension institutions (Inail, Inpgi, Casagit, Fasdac, Mario Negri Fund).

Deferred income

Deferred income, amounting to EUR 10,697 thousand (EUR 3,052 thousand on June 30, 2018), increased by EUR 7,645 thousand in the period, was invoiced in advance on the basis of existing commercial agreements, and the income from proceeds are comprised as follows:

- Technical sponsorship, amounting to EUR 3,621 thousand (EUR 2,912 thousand on June 30, 2018) of which EUR 2,668 thousand (EUR 2,912 thousand on June 30, 2018) is for proceeds from NIKE, invoiced in advance, for the remaining part of current financial year, in accordance with the technical sponsorship agreement, which commenced on June 1, 2014.

  The remaining amount of EUR 952 thousand is related to part of the proceeds from the entry fee, accepted and paid in June 2014 as provided in the agreement, to be accrued in the remaining period of the agreement. It is recalled in this regard that, under the first application of the IFRS 15 accounting standard, the abovementioned proceeds were re-calculated and charged to the entire contractual period.

- Royalties, amounting to EUR 910 thousand (EUR 43 thousand on June 30, 2018) were invoiced in advance to licensees under existing contractual agreements, were booked to the 2019-2020 financial year; they represent the revenues from acquired licensing, following the merger by incorporation of AS Roma Merchandising, which took place in December 2018;

- AS Roma, amounting to EUR 1,718 thousand, essentially for services provided at the Stadio Olimpico (advertising revenues and Premium Seats subscriptions), accounted for in the remaining part of the financial year;

- Sky Italia S.r.l, amounting to EUR 1,527 thousand, for TV channel licensing rights, radio advertising, revenues from sponsorship agreements, accounted for in the remaining part of the financial year;

- Stadium Subscriptions-Premium Seats, amounting to EUR 1,499 thousand (EUR 9 thousand on June 30, 2018), invoiced in advance and accounted for in the remaining part of the 2019-2020 financial year;

- Library AS Roma, amounting to EUR 88 thousand (EUR 88 thousand on June 30, 2018), paid by RAI as part of the current agreement with the broadcaster executed on August 31, 2007.

  The remaining amount of EUR 1,334 thousand is related to revenues invoiced in advance and pertaining to the 2019-2020 financial year, of which EUR 913 thousand for advertising revenues and EUR 211 thousand for the licensing rights of the Roma TV television channel.

FINANCIAL INSTRUMENTS BY CATEGORY

For all the transactions, the balance (financial and non-financial) for which an accounting principle requires or allows evaluation at fair value and that it fall within the scope of the IFRS 13, the Company applies the following criteria:

a. identification of the “unit of account” that means the level upon which an asset or a liability is aggregated or disaggregated in order to be assessed for IAS purposes;

b. identification of the principal market (or, in absence, the most advantageous market) in which transactions for the asset or liability to be valued may be performed; in absence of

findings to the contrary, it is assumed that the market currently used is the same as the principal market or, in absence, the most advantageous market;

c. definition, for non-financial assets, of the highest and best use: in absence of findings to the contrary the highest and best use is the same as the current use of the asset;

d. definitions of the evaluation techniques most appropriate for the evaluation of the fair value: these techniques maximize the use of assessable data, that the participant to the market could use for the determination of the price of the asset or of the liability;

e. determination of the fair value of the assets, as price that would be perceived for the related sale, and of the liabilities and the capital instruments, as price that would be paid for the related transfer in a regular transaction among market operators as at the valuation date;

f. inclusion of the “nonperformance risk” in the evaluation of the assets and liabilities and, in particular for the financial instruments, determination of an adjustment factor in the measurement of the fair value in order to include, other than the risk of the counterparty (CVA. credit valuation adjustment), its credit risk (DVA – debit valuation adjustment).

On the basis of the data used for the fair value evaluation, there is a hierarchy of fair value pursuant to which to classify the assets and liabilities evaluated at fair value or for which the fair value it is indicated in the financial statement disclosures:

a) level 1: includes the quoted prices in active markets (unadjusted) for assets and liabilities identical to the ones to be evaluated;
b) level 2: includes the observable data, different to the ones included in level 1, such as, by way of example: (i) prices quoted in active markets for similar assets and liabilities; (ii) prices quoted in non-active markets for assets and liabilities similar or same; (iii) other observable data (interests rates curves, implied volatilities, credit spreads);
c) level 3: uses non observable data, which may be used in cases where observable input data are unavailable. Non-observable data used for the purpose of evaluating the fair value reflect the cases that the participant would assume in fixing the price for the assets and liabilities to be evaluated.

Please see the schedule below for the definition of the hierarchy level of fair value on the basis of which the single instruments have been evaluated to fair value.

During the period, no transfers occurred among the different levels of the fair value hierarchy.

The fair value of the derivative instruments was determined discounting the expected cash flows, using the curve of the market interest rate as at the date of reference and the listed credit default swap curve of the counterparty, as well as that of the companies of the Company in order to include the risk of nonperformance expressly provided by IFRS 13.

For the medium-long term financial instruments, different than derivatives, if no market quotations are available, the fair value is determined discounting the expected cash flows, using the curve of the market interest rate as at the date of reference and considering the counterparty’s risk exposure in case of financial assets and its own credit risk in case of financial liabilities.

As at July 1, 2018 (date of first application of the IFRS 9), the management of the Group has evaluated as business model applicable to the financial assets held and has classified its financial instruments within the appropriate categories provided by IFRS 9. The Company has also reclassified the financial liabilities on the basis of the new provisions of IFRS 9.

The following table contains an overview of the financial assets and liabilities as at July 1, 2018, highlighting the related evaluation criteria applied in accordance with the previous IAS 39 and the new IFRS 9.

(Amounts in thousands of EUR)

IAS 39				IFRS 9		
	Portfolio	**Valuation criteria**	**Balance on June 30, 2018**	**Portfolio**	**Valuation criteria**	**Balance on 01.07.2018**
Trade receivables	Loans and Receivables	Amortized Cost	14,232	Held To Collect	Amortized Cost	14,232
Cash at bank and on hand	Loans and Receivables	Amortized Cost	954	Held To Collect	Amortized Cost	954
Total assets			**15,186**			**15,186**

(Amounts in thousands of EUR)

	IAS 39		IFRS 9	
	Valuation criteria	**Balance on June 30, 2018**	**Valuation criteria**	**Balance on 01.07.2018**
Non-current financial liabilities	Amortized Cost	217,625	Amortized Cost	217,625
Current financial liabilities	Amortized Cost	18	Amortized Cost	18
Trade payables	Amortized Cost	31,510	Amortized Cost	31,625
Total liabilities		**249,153**		**249,153**

ANALYSIS OF THE INCOME STATEMENT

Before moving on to explaining the individual lines, summarized below, it must be noted that the analysis of the economic performances refers to March 31, 2019 and relates to the first nine months of the current financial year.

REVENUES

20 - Revenues

Revenues, amounting to EUR 38,305 thousand (EUR 32,264 thousand as at March 31, 2018), recorded an increase of EUR 6,041 thousand. They are comprised as follows:

Amounts in thousands of EUR	**Nine months ended March 31, 2019**	**Nine months ended March 31, 2018**	**Changes**
Revenues from sales	4,325	4,267	58
Revenues from sponsorships	5,143	4,844	299
Revenues from audio-visual rights	5,552	6,257	(705)
Revenues from advertising	21,370	15,196	6,174
Revenues from Royalties	1,582	1,414	168
Other revenues	333	286	47
Total revenues	**38,305**	**32,264**	**6,041**

The Company reports revenues from fulfilling obligations to perform both "at a point in time" and "over time", as summarized by the table below by product types:

March 31, 2019	Sales	Sponsorships and Advertising	Royalties and other revenues	Audio-visual rights	Total
Fulfilment of performance obligations					
At a point in time	4,325		1,915		**6,240**
Over time		26,513		5,552	**32,065**
	4,325	**26,513**	**1,915**	**5,552**	**38,305**

Revenues from sales

Revenues from sales (i.e. Merchandising) amounting to EUR 4,325 thousand (EUR 4,267 thousand on March 31, 2018), increased in the period by EUR 58 thousand, were due to: for EUR 4,130 thousand (EUR 4,133 thousand as on March 31, 2018), from sales made in the Roma Store and, for EUR 195 thousand (EUR 133 thousand on March 31, 2018), from sales generated by means of direct selling, of which EUR 122 thousand (EUR 71 thousand on March 31, 2018), to AS Roma.

Revenues from sponsorships

Amounting to EUR 5,143 thousand (EUR 4,844 thousand on March 31, 2018), revenues from sponsorships are related to the proceeds from NIKE, under the ten-year agreement entered into in August 2013 commencing from June 1, 2014. These revenues increased compared to the previous period by EUR 299 thousand, of which EUR 138 thousand as a result of the first application of the IFRS 15 accounting standard, which determined the distribution of the Entry Bonus, paid by NIKE in 2014 for the entire duration of the agreement. This impact can be seen in the reserve for shareholders' equity amounting to EUR 1,091 thousand.

Revenues from audio-visual rights

Revenues from audio-visual rights, amounting to EUR 5,552 thousand (EUR 6,257 thousand on March 31, 2018) decreased by EUR 705 thousand in the period. They consist of:

Amounts in thousands of EUR	March 31, 2019	March 31, 2018	Changes
TV Library rights	2,711	3,342	(631)
Media Centre radio and television rights	2,016	2,052	(36)
Access to TV signal	825	863	(38)
Total revenues from media and image rights	**5,552**	**6,257**	**(705)**

Revenues for utilization of the AS Roma Library contents, amounting to EUR 2,711 thousand (EUR 3,342 thousand on March 31, 2018), were paid by SKY Italia S.r.l, for EUR 2,645 thousand (EUR 3,275 thousand on March 31, 2018), and by RAI, for EUR 66 thousand, for the economic exploitation of recent and historical photo archives (unchanged on March 31, 2018).

Revenues from the Media Centre, amounting to EUR 2,016 thousand (EUR 2,052 thousand on March 31, 2018), resulted from marketing the "RomaTV" and "RomaRadio" channels, and are comprised of television rights for EUR 1,945 thousand (EUR 1,919 thousand on March 31, 2018) paid by the leading broadcasting stations and, for EUR 71 thousand (EUR 57 thousand on March 31, 2018), from radio rights.

Revenues for access to the TV signal, amounting to EUR 825 thousand (EUR 863 thousand on March 31, 2018), of which EUR 124 thousand (EUR 257 thousand on March 31, 2018) was generated by marketing its TV signal to other television stations (RAI, SKY, Perform Media and Bein Sport).

Revenues from advertising

Revenues from advertising, amounting to EUR 21,370 thousand (EUR 15,196 thousand on March 31, 2018), recorded a significant increase of EUR 6,174 thousand, essentially from proceeds connected to existing sponsorship agreements with Qatar Airways, Hyundai and Betway, payable to the Company and not recorded in the previous financial year.

The advertising revenues were generated essentially from commercial activities carried out during the home matches of the first team of AS Roma at the Stadio Olimpico. They consist of, specifically:

EUR 7,260 thousand (EUR 6,887 thousand on March 31, 2018) from the sale of services at the Stadium, including the access to the hospitality area of the Stadio Olimpico (i.e., Premium Seat), of which EUR 124 thousand for services provided to AS Roma;

EUR 13,472 thousand (EUR 8,009 thousand on March 31, 2018), from the sale of advertising spaces and ancillary services, of which EUR 7,777 thousand were invoiced to AS Roma and EUR 5,695 thousand (EUR 8,009 thousand on March 31, 2018), were invoiced to other clients;

EUR 638 thousand (EUR 299 thousand on March 31, 2018) by other advertising revenue, of which EUR 570 thousand (EUR 248 thousand on March 31, 2018), generated in media (Radio and TV) activities.

Revenues from Royalties

Revenues from Royalties, amounting to EUR 1,581 thousand (EUR 1,414 thousand on March 31, 2018), increased by EUR 168 thousand in the period, mainly due to the effects of the merger by incorporation of AS Roma Merchandising (company of the NIKE group), which took place in December 2018. Specifically, this is made up of EUR 475 thousand (EUR 1,074 thousand on March 31, 2018) consisting of revenues paid by AS Roma Merchandising, decreased by EUR 599 thousand, due to less transactions with the company of the NIKE Group. The remaining amount of EUR 1,106 thousand (EUR 340 thousand on March 31, 2018), an increase of EUR 766 thousand, consists of proceeds from the use of the AS Roma trademark with other licensee clients.

Other revenues

Amounting to EUR 333 thousand (EUR 286 thousand on March 31, 2018), an increase of EUR 47 thousand in the period, this line refers to ancillary, residual or non-recurring income. Specifically, during the period under review, the successful settlement of the ongoing legal dispute against a supplier, resulting in the lack of payables for supplies amounting to EUR 214 thousand, was recorded. The balance also includes proceeds amounting to EUR 9 thousand (EUR 131 thousand on March 31, 2018) relating to the charge back of costs to AS Roma for the supply of goods and materials used. The remaining amount of EUR 111 thousand (EUR 155 thousand on March 31, 2018) was due to other lesser income and revenues.

COSTS

21 – Cost of goods

This line, amounting to EUR 2,582 thousand (EUR 2,557 thousand on March 31, 2018), decreased by EUR 384 thousand in the period, and consists of:

Amounts in thousands of EUR	**Nine months ended March 31, 2019**	**Nine months ended March 31, 2018**	**Changes**
Purchases of goods for resale	2,653	2,453	200
Consumables	115	135	(20)
Total purchases of raw materials and consumables	**2,768**	**2,588**	**180**
Changes in inventory	(186)	(31)	(155)
Cost of goods	**2,582**	**2,557**	**25**

Purchases of goods, amounting to EUR 2,653 thousand, increased by EUR 200 thousand in the period under consideration, relate substantially to the purchase of AS Roma-branded products and materials intended for marketing in the context of merchandising, including the related directly attributed charges (transport costs and customs clearance).

Taking into account the change in inventory, negative for EUR 186 thousand (EUR 31 thousand on March 31, 2018), on the whole, the consumption of products for resale recorded in the context of merchandising activities recorded an increase of EUR 45 thousand compared to the corresponding amount in the previous period due to the procurement policy adopted, and amounted to EUR 2,467 thousand on March 31, 2019 and EUR 2,422 thousand on March 31, 2018, respectively.

Purchases of consumables, amounting to EUR 115 thousand (EUR 135 thousand on March 31, 2018), are related to Soccer staff company uniforms, packaging, shoppers for points of sale, stationery and printed materials, toner and other consumables.

22 – Costs of services received

Costs for services amounting to EUR 15,492 thousand (EUR 12,240 thousand on March 31, 2018) increased by EUR 3,252 thousand in the period, and are composed as following:

Amounts in thousands of EUR	Nine months ended March 31, 2019	Nine months ended March 31, 2018	Changes
Insurance costs	51	46	5
Administrative and general costs	8,403	6,431	1,972
Advertising and promotion costs	7,037	5,763	1,274
Total service costs	**15,492**	**12,240**	**3,252**

Insurance costs

Insurance expenses amounting to EUR 51 thousand (EUR 46 thousand on March 31, 2018), increased by EUR 5 thousand in the period, mainly relate to insurance coverage for the stores.

Administrative and general costs

These expenses amounting to EUR 8,403 thousand (EUR 6,431 thousand on March 31, 2018), increased by EUR 1,972 thousand in the period under consideration. Specifically, the higher incidence of expenses for audio-visual production costs, professional and business advice, are partially offset by the decrease of costs for managing social media and web activities, for royalties and commissions and for other expenses.

Amounts in thousands of EUR	Nine months ended March 31, 2019	Nine months ended March 31, 2018	Changes
Audio-visual production costs	6,352	3,526	2,826
E-commerce, social media and web services	173	762	(589)
Business consulting and advice	279	183	96
Royalties and commissions	81	394	(313)
Legal, notary and professional advice	859	688	171
Maintenance and assistance services	163	323	(160)
Travel expenses and transfers	161	200	(39)
Office and points of sale expenses	331	341	(10)
Audit	4	14	(10)
Total administrative and general expenses	**8,403**	**6,431**	**1,972**

The costs of audio-visual production amounted to EUR 6,352 thousand (EUR 3,526 thousand on March 31, 2018) increased by EUR 2,826 thousand in the period. Services amounting to EUR 4,990 thousand were provided by Roma Studio, fully operative commencing from June 2018, and services amounting to EUR

1,362 were provided by other broadcasters. Note that in respect of that increase, audio-visual production costs, costs for supplementary services and access to the Roma TV signal, and costs for AS Roma's lease of the business unit were reduced.

The costs for e-commerce, social media and web services, amounting to EUR 173 thousand (EUR 762 thousand on March 31, 2018), decreased by EUR 589 thousand in the period, in order to complete certain significant activities in the preceding financial year. This line refers to social media and web advice and services that have allowed the Company to acquire prestige and international prominence and relate mainly to the activities provided on the official website and the management of the web channels used by the Company to increase the bond with its fans.

Costs for business advice and assistance, amounting to EUR 279 thousand (EUR 183 thousand on March 31, 2018), recorded an increase of EUR 96 thousand in the period and are substantially related to strategic and managerial advice to develop marketing activities.

Costs for legal, notary and professional advice, for EUR 859 thousand (EUR 688 thousand on March 31, 2018), increased by EUR 171 thousand after the increased use of outside professionals for professional technical advice.

Royalties and commissions for EUR 81 thousand (EUR 394 thousand on March 31, 2018), decreased by EUR 313 thousand in the period: they refer for EUR 30 thousand (EUR 248 thousand on March 31, 2018) to AS Roma Merchandising, a company belonging to the NIKE Group for merchandising sales, merged by incorporation in December 2018. The remaining amount of EUR 51 thousand (EUR 146 thousand on March 31, 2018), relates to commissions paid to trade agents for promotional-advertising proceeds.

Office and points of sale expenses, for EUR 331 thousand (EUR 341 thousand on March 31, 2018), are substantially related to telephone charges, utilities, canteen, cleaning areas, surveillance.

Advertising and promotion costs

These costs, amounting to EUR 7,037 thousand (EUR 5,763 thousand on March 31, 2018), recorded an increase of EUR 1,274 thousand in the period, as a result of the increased activity resulting in the increase recorded in the corresponding promotional-advertising proceeds. They consist of:

- Ticket fees and Stadio Olimpico seasonal tickets, amounting to EUR 4,719 thousand (EUR 3,675 thousand on March 31, 2018), are related to the purchase of access permits from AS Roma to use the Stadio Olimpico's hospitality area during the first team's home games. The increase of EUR 1,044 thousand in the period was due to the positive sports results of AS Roma's first team in the 2017-2018 sports season.

- Services expenses for the Stadio Olimpico's hospitality area, amounting to EUR 1,785 thousand (EUR 1,639 thousand on March 31, 2018), increased by EUR 146 thousand compared to the 9 months of the previous financial year, are mainly related to costs incurred for the reception and the preparation of the hospitality areas of the Stadio Olimpico and of the advertising aids, during the first team's home games.

- Advertising, promotion and representation costs, amounting to EUR 533 thousand (EUR 449 thousand on March 31, 2018), increased by EUR 84 thousand compared to the corresponding share of the previous financial year, are mainly related to costs for advertising equipment, to manage commercial events, for merchandise promotion and advertising, of the AS Roma Store and of other promotion-advertising activities.

23 – Cost of use of third-party assets

This line, amounting to EUR 20,889 thousand (EUR 20,863 thousand on March 31, 2018), recorded an increase of EUR 26 thousand in the period under consideration, and consist of the lease fees for:

- management of the Going Concern (a specific business unit leased by Soccer Sas), consisting of the commercial activities of ASR Media and Sponsorship S.r.l., granted to the subsidiary by AS Roma and Soccer when incorporating the same and leased to Soccer since February 2015. The cost amounts to

EUR 17,025 thousand (EUR 17,025 thousand on March 31, 2018);

- management of the Going Concern (a specific business unit leased by Soccer Sas), consisting of radio frequencies and technological apparatus necessary to conduct the radio activity by Rome Radio, amounting to EUR 270 thousand (EUR 270 thousand on March 31, 2018);
- use of the business areas in the Stadio Olimpico, for EUR 1,910 thousand (EUR 1,906 thousand on March 31, 2018) and operations areas of the Trigoria Training Complex, for EUR 270 thousand, unchanged compared to March 31, 2018 and both disbursed to AS Roma on the basis of an existing framework agreement between the parties;
- use of the commercial premises for merchandising activities, for EUR 1,023 thousand (EUR 951 thousand on March 31, 2018), specifically for the stores at Via del Corso (Downtown), Piazza Colonna and the Roma Est Shopping Centre;
- lease of LED installations and audio systems and equipment mainly used at the Stadio Olimpico, amounting to EUR 370 thousand (EUR 302 thousand on March 31, 2018);
- software licenses, for EUR 79 thousand (EUR 59 thousand on March 31, 2018);
- other rents and charges, for EUR 32 thousand (EUR 80 thousand on March 31, 2018).

24 - Personnel costs

Personnel costs, amounting to EUR 4,316 thousand (EUR 4,258 thousand on March 31, 2018) recorded an increase of EUR 58 thousand in the two periods compared, is comprised as follows:

Amounts in thousands of EUR	**Nine months ended March 31, 2019**	**Nine months ended March 31, 2018**	**Changes**
Salaries and wages	3,126	3,124	2
Social security costs	944	957	(13)
Severance indemnity	246	176	71
Total personnel costs	**4,316**	**4,258**	**58**

Employed staff at the end of the period and placed on average within the Company is comprised of:

	March 31, 2019		**March 31, 2018**	
	Annual average	End of FY	Annual Average	End of FY
Executives	5	5	4	7
Managers and employees	88	76	92	86
Total	**93**	**81**	**96**	**93**

25 - Other expenses

Other expenses amounting to EUR 334 thousand (EUR 905 thousand on March 31, 2018), decreased by EUR 571 thousand in the period, are comprised of:

Amounts in thousands of EUR	**Nine months ended March 31, 2019**	**Nine months ended March 31, 2018**	**Changes**
Indirect taxes	89	121	(32)
Other costs	245	784	(539)
Total other expenses	**334**	**905**	**(571)**

- Indirect taxes, for EUR 89 thousand (EUR 121 thousand on March 31, 2018), recorded a decrease of

EUR 32 thousand in the period and concern for EUR 47 thousand (EUR 74 thousand on March 31, 2018), with withholding taxes incurred on commercial proceeds and royalties. The residual amount of EUR 42 thousand (EUR 47 thousand on March 31, 2018) is substantially related to municipal taxes for Stadium advertising and waste disposal, government concessions, stamp duty and Chamber of Commerce fees, non-deductible VAT, fines for indirect taxes, taxes and other tax charges;

- Other costs, amounting to EUR 245 thousand (EUR 784 thousand on March 31, 2018), decreased by EUR 539 thousand, compared to the corresponding fraction of the previous period, essentially as a result of the lower impact of the cost incurred on behalf of AS Roma and, above all, for the absence of costs to access the television signal (SKY), amounting to EUR 608 thousand on March 31, 2018, incurred by the subsidiary Roma Studio, which oversees radio television production since June 2018. Mainly these costs, amounting to EUR 235 thousand, consist of costs relating to amicable settlement agreements and out-of-court conciliations for legal disputes settled in the financial year.

26 – Depreciation and amortization

This line amounts to EUR 441 thousand (EUR 397 thousand on March 31, 2018), increased by EUR 44 thousand in the period, substantially as a result of the higher impact of the depreciation of tangible assets, also considering the reclassification carried out on this item, and of leasehold improvements.

Amounts in thousands of EUR	Nine months ended March 31, 2019	Nine months ended March 31, 2018	Changes
Amortization of intangible assets	214	317	103
Depreciation of tangible assets	227	80	(147)
Total depreciation and amortization	**441**	**397**	**(44)**

For the comment on these items, please refer to the comments on the corresponding items in the Balance Sheet.

27 – Receivables Write-downs

Amounting to EUR 340 thousand (EUR 330 thousand on March 31, 2018), this item showed an increase of EUR 10 thousand in the period, mainly as a result of the higher impact of provisions to the allowance for bad debts.

28 – Change in provisions

Amounting to EUR 90 thousand on March 31, 2019 (not present on March 31, 2018), they relate to the assessment conducted at the end of the period in connection with a general audit carried out in the current financial year by the Italian Tax Authority, currently in the process of being settled.

29 - Financial income

This line, amounting to EUR 17,486 thousand (EUR 19,129 thousand on March 31, 2018), decreased by EUR 1,643 thousand.

Dividend income

This line amounts to EUR 9,475 thousand (EUR 11,141 thousand on March 31, 2018) and refers to dividends resolved upon by the Shareholders' Meeting of the subsidiary MediaCo, when approving the financial statements closed on June 30, 2017.

Interest on loans

This line amounting to EUR 8,011 thousand (EUR 7,988 thousand on March 31, 2018) refers to interest income accrued on the loan granted in February 2015 to AS Roma, by using the funds received from ASR

Media and Sponsorship S.r.l.

30- Financial expenses

This line, amounting to EUR 10,018 thousand (EUR 9,568 thousand on March 31, 2018), increased by EUR 450 thousand in the period.

Interest on loans

This line amounting to EUR 9,961 thousand (EUR 9,496 thousand on March 31, 2018) is from financial charges accrued on the loan received from ASR Media and Sponsorship S.r.l.

Other financial expenses

This line amounting to EUR 58 thousand (EUR 72 thousand on March 31, 2018) is from bank commissions and services and other financial charges.

31 – Foreign exchange losses

This line amounting to EUR 8 thousand (EUR 4 thousand on March 31, 2018) is due to income from exchange rate fluctuations in the context of business transactions.

32 – Taxes

On March 31, 2019 and in the first nine months of the previous financial year, as a result of obtaining a negative tax base, no accounting period income taxes were determined, nor were there deferred taxes.

33 - Other components of profits/losses for the period

On March 31, 2019, and in the corresponding period of the previous year, no further components of the profit were found.

SIGNIFICANT EVENTS THAT OCCURRED AFTER MARCH 31, 2019

In the period after March 31, 2019 and up to the drafting of this Interim Financial Report, the continuity of commercial policies, designed to maximize proceeds, is confirmed and there are no particularly significant management events.

* * *

This interim financial statement drafted on March 31, 2019, consists of the Financial Statements, the Income Statement, Statement of Changes in Shareholders' Equity, Cash-flow Statement and Explanatory Notes, truthfully and exactly representing the financial position, as well as the performance, of the Company on March 31, 2019 and corresponding to the profits/losses in the accounting records.

Rome, ……. 2019

On behalf of the Board of Directors
of the General Partner
Brand Management S.r.l.

_____

Chairman, Mauro Baldissoni



INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

AS OF AND FOR THE NINE MONTHS ENDED MARCH 31, 2019

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INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS OF AS ROMA S.P.A.

AS OF AND FOR THE NINE MONTHS ENDED MARCH 31, 2019

Condensed Consolidated Statement of Financial Position as at March 31, 2019

(in € thousand)
(Unaudited)

ASSETS	Note	At March 31, 2019	At June 30, 2018
NON-CURRENT ASSETS			
Player registration rights		253,483	237,920
Other intangible assets		21,717	22,075
Assets under construction and Prepaid expenses		-	3,545
Intangible assets	***1***	**275,200**	**263,540**
Land and buildings		2,837	0
Plants and machinery		405	478
Industrial and commercial equipment		150	146
Other tangible assets		786	916
Assets under construction and Prepaid expenses		3,221	10
Tangible assets	***2***	**7,399**	**1,550**
Trade receivables		20,032	51,365
Non-current financial assets		16,732	16,732
Other non-current assets		4,559	4,550
Other non-current assets	***3***	**41,323**	**72,647**
Non-current assets		**323,922**	**337,737**
CURRENT ASSETS			
Inventories	***4***	**1,316**	**1,310**
Trade receivables	***5***	**78,481**	**70,919**
Other current assets	***6***	**18,700**	**34,559**
Tax receivables	***7***	**2,835**	**1,496**
Cash at bank and on hand	***8***	**46,838**	**30,898**
Total current assets		**148,170**	**139,002**
TOTAL ASSETS		**472,092**	**476,739**

The accompanying notes are an integral part of the Interim Condensed Consolidated Financial Statements.

Condensed Consolidated Statement of Financial Position as at March 31, 2019

(in € thousand)
(Unaudited)

Equity and liabilities	Note	At March 31, 2019	At June 30, 2018
SHAREHOLDERS' EQUITY	*9*		
Share capital		94,332	94,332
Share premium reserve		21,003	75,346
Legal reserve		1,987	1,987
Actuarial loss reserve		(763)	(763)
First time adoption reserve		(85,933)	(85,933)
Capital contribution paid in by shareholders for future capital increase		13	13
Accumulated loss		(132,322)	(164,446)
Loss for the period		(28,905)	(25,498)
Equity attributable to owners of the parent		**(130,588)**	**(104,962)**
Non-controlling interest		**(533)**	**(462)**
Total Shareholders' Equity		**(131,121)**	**(105,424)**
NON-CURRENT LIABILITIES			
Long-term debt	*10*	216,091	228,631
Employee benefits liabilities	*11*	3,994	3,578
Trade payables	*12*	91,163	105,269
Provisions for tax charges and deferred taxes liabilities	*13*	1.528	865
Other provisions	*14*	5,131	3,845
Other liabilities	*15*	9,537	10,593
Total non-current liabilities		**327,444**	**352,781**
CURRENT LIABILITIES			
Trade payables	*16*	143,578	129,855
Short-term debt and current portion of long-term debt	*17*	38.502	37,762
Tax payables	*18*	12,330	7,429
Employee benefits liabilities	*19*	1,815	1,688
Other provisions	*20*	4.371	0
Other liabilities	*21*	75,173	52,648
Total current liabilities		**275,769**	**229,382**
TOTAL SHAREHOLDERS' EQUITY AND LIABILITIES		**472,092**	**476,739**

The accompanying notes are an integral part of the Interim Condensed Consolidated Financial Statements

Condensed Consolidated Statement of Comprehensive Income for the nine months ended March 31, 2019

(in € thousand)
(Unaudited)

	Note	Nine months ended March 31, 2019	Nine months ended March 31, 2018
Revenues from matchday	*22*	**59,978**	**50,459**
Revenue from commercial and licensing activities	*23*	**6,027**	**5,489**
- *Sponsorship*		*18,669*	*4,845*
- *Media and image rights*		*96,049*	*102,921*
- *Advertising*		*8,871*	*11,338*
- *Other*		*8,663*	*8,432*
Total other revenue	*24*	**132,252**	**127,536**
Total revenue		**198,257**	**183,484**
Purchase of goods	*25*	(6,208)	(5,520)
Changes in inventory	*25*	187	31
Cost of services	*26*	(39,519)	(34,803)
Cost of use of third-party assets	*27*	(8,111)	(7,784)
Personnel costs	*28*	(146,553)	(109,781)
Other expenses	*29*	(4,936)	(3,785)
Depreciation, amortization and write-downs	*30*	(64,918)	(43,866)
Total operating costs		**(270,058)**	**(205,508)**
Gain on disposal of player registration rights		84,591	22,071
Loss on disposal of player registration rights		(13,321)	(18,824)
Net gain on disposal of player registration rights	31	**71,270**	**3,247**
Change in provisions related to income tax	32	**(663)**	**(293)**
Financial income		2,227	1,889
Financial expenses		(23,519)	(20,612)
Net financial expenses	*33*	**(21,242)**	**(18,723)**
Loss before taxes		**(22,436)**	**(37,793)**
Current taxes		(6,498)	(4,104)
Deferred taxes		(43)	0
Income taxes	*34*	**(6,541)**	**(4,104)**
Loss for the period		**(28,977)**	**(41,897)**
Of which:			
Net loss attributable to non-controlling interests		(72)	(107)
Net loss attributable to Owners of the parent		(28,905)	(41,790)
Net loss per share	*35*	(0.0460)	(0.1051)
Comprehensive loss for the period		**(28,905)**	**(41,790)**
Net comprehensive loss per share		(0.0460)	(0.1051)

The accompanying notes are an integral part of the Interim Condensed Consolidated Financial Statements

A.S. Roma S.p.A. and Subsidiaries Interim Condensed Consolidated Statement of Changes in Equity as at March 31, 2019

(in € thousand)
(Unaudited)

	Attributable to owners of the parent									Non-controlling interest	
	Share capital	Legal reserve	Share Premium reserve	Firt Time Adoption Reserve	Actuarial Loss Reserve	Capital contribution Paid in by Shareholders For future Capital increase	Retained earnings / (loss)	Loss for the period	Equity Attributable To owners of the parent	Equity	Total
At 06.30.2017	**59,635**	**1,987**	**10,177**	**(85,933)**	**(611)**	**90,514**	**(122,398)**	**(42,048)**	**(88,677)**	**(237)**	**(88,914)**
Accumulated loss		-	-	-	-	-	(42,048)	42,048	**0**		**0**
Shareholders payments						3,600			**3,600**		**3,600**
Net loss as at 03.31.2018								(41,790)	**(41,790)**	(107)	**(41,897)**
At 03.31.2018	**59,635**	**1,987**	**10,177**	**(85,933)**	**(611)**	**94,114**	**(164,446)**	**(41,790)**	**(126,867)**	**(344)**	**(127,211)**
Share Capital Increase	34,697	-	65,461	-	-	(94,101)	-	-	**6,057**		**6,057**
Ancillary costs for share capital increase			(292)						**(292)**		**(292)**
Actuarial loss on employee benefits (net of tax)	-	-	-	-	(152)	-	-	-	**(152)**		**(152)**
Net profit as at 06.30.2018								16,292	**16,292**	(118)	**16,174**
At 06.30.2018	**94,332**	**1,987**	**75,346**	**(85,933)**	**(763)**	**13**	**(164,446)**	**(25,498)**	**(104,962)**	**(462)**	**(105,424)**
Effects of IFRS 15	-	-	-	-	-	-	(1,090)	-	(1,090)		**(1,090)**
Effects of IFRS 9	-	-	-	-	-	-	4,369	-	4,369	1	**4,370**
At 07.01.2018	**94,332**	**1,987**	**75,346**	**(85,933)**	**(763)**	**13**	**(161,167)**	**(25,498)**	**(101,683)**	**(461)**	**(102,144)**
Accumulated loss	-	-	-	-	-	-	(25,498)	25,498	0		**0**
Cover of losses registered in previous financial years	-	-	(54,343)	-	-	-	54,343	-	0		**0**
Net loss as at 03.31.2019	-	-	-	-	-	-	-	(28,905)	(28,905)	(72)	**(28,977)**
At 03.31.2019	**94,332**	**1,987**	**21,003**	**(85,933)**	**(763)**	**13**	**(132,322)**	**(28,905)**	**(130,588)**	**(533)**	**(131,121)**

The accompanying notes are an integral part of the Interim Condensed Consolidated Financial Statements

Condensed Consolidated Statement of Cash Flows for the nine month period ending March 31, 2019

(in € thousand)
(Unaudited)

	Note	03/31/2019 (9 months)	03/31/2018 (9 months)
Net loss		**-28,905**	**-41,897**
+depreciation and amortisation	31	64,918	43,516
+ provisions and other write-downs	28-31	663	643
+/- gains (losses) on disposal of players' registration rights	30	(75,028)	(13,592)
net financial income	33	21,242	18,723
changes in inventory	25	(187)	(31)
changes in current receivables	5-6	7,935	(29,568)
changes in current payables	16	4,306	(8,572)
changes in provisions for risk and charges	14-20	5,047	(1,451)
changes in tax receivables	7	(643)	(1,392)
changes in tax payables	18	(371)	4,339
changes in other liability	21	21,449	15,975
changes in other non-current assets	3	(9)	(253)
changes in other non-current liabilities	15	(1,056)	(2,552)
tax payments		(3,399)	(3,022)
A) Net cash from operating activities		**15,962**	**(19,133)**
- investments in players' registration rights	1	(92,155)	(65,628)
+ disposals of players' registration rights	30	89,541	42,705
changes in receivables related to players' registration rights	1	34,074	42,153
changes in payables related to players' registration rights		(931)	(11,822)
changes in other tangible and intangible assets	1-2	(3,440)	(1,650)
B) Net cash from investing activities		**27,089**	**5,757**
Medium-long term & short term debt	33	**(10,875)**	**8,634**
Financial expense	33	(16,236)	(16,266)
Capital Contribution paid in by shareholders for future capital increase			
Increase (decrease) of share capital and changes in other reserves			3,600
Dividends payments toward third parties			
C) Net cash from financing activities		**(27,111**	**(4,032**
D)=(A+B+C) TOTAL NET CASH		**15,940**	**(17,407**
Changes in cash net of bank overdraft:	-	*15,940*	*(17,407)*
Cash at bank and on hand at the beginning of the period		30,898	29,053
Cash at bank and on hand at the end of the period		46,838	11,646
Changes in cash net of negative bank balance:		**15,940**	**(17,407)**

The accompanying notes are an integral part of the Interim Condensed Consolidated Financial Statements

NOTES TO THE INTERIM CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

GENERAL INFORMATION

A.S. Roma S.p.A. Group (hereinafter also the "**Group**"), whose parent company is A.S. Roma S.p.A. (hereinafter also called " **AS Roma**" or the "**Company**" or "**Parent Company**"), is a joint-stock company incorporated and domiciled in Italy, with its registered office at Piazzale Dino Viola No. 1, Rome. Its shares are listed on the regulated market organized and managed by Borsa Italiana S.p.A..

On the date on which these condensed consolidated financial statements are being drafted, A.S. Roma is controlled by AS Roma SPV LLC, which is a company that directly and indirectly holds an overall 86.577% stake in A.S. Roma and is currently the party that manages and coordinates the Company under Articles 2497 et seq. of the Italian Civil Code, as well as being the ultimate parent company of the group.

This Interim condensed Consolidated Financial Statements as at March 31 2019 was approved by the Board of Directors at the board meeting held on July 24, 2019.

Business segments in which the Group operates and information by geographical area

The Group is active in the field of professional football. Under IFRS 8, AS Roma's primary area of activity is taking part in national and international football competitions with the primary activities taking place at the national level. Over time, its traditional sporting activities have been accompanied by other activities that focus on managing and exploiting the rights related to its brand and image, the most significant of which are licensing its media rights for broadcasting its first team's home matches, as well as sponsorships and promotional-advertising activities and publishing and merchandising activities.

The seasonal nature of the transactions conducted by the Company

The Company's economic performance is strongly affected by seasonality trend that is typical of the business sector in which it operates. This trend is essentially determined by the participation into European competitions, in particular the UEFA Champions League, the calendar of sporting events and the two phases of the Transfer Campaign for player registration rights. More specifically:

- the calendar of sporting events, to which the main revenue items recorded in the profit and loss account are linked, has an impact on the progress of interim profits/losses and their comparability with those of the corresponding periods in previous financial years. This is because the main cost items that do not refer to individual sporting events (such as players' salaries and the depreciation of their registration rights) are recorded in the profit and loss account on a straight-line basis while the revenue from broadcasting rights are recorded based on sporting events. In particular, the total revenues generated from the broadcasting rights for the Serie A football championship and the Coppa Italia (the marketing of which is centrally managed by the Serie A League) are recorded in the profit and loss account proportionally on an accrual basis, as communicated by the League, or are recorded (on the basis of the number and dates of the home matches). The proceeds from the UEFA Champions League, which are not linked to the performance and participation in specific rounds, are recorded in the profit and loss account proportionally on an accrual basis, as communicated by UEFA, or are recorded on the basis of the date of the matches played by the first team;

- the Player registration right ("PRR") Transfer Campaigns which takes place in July and August (first phase) and January (second phase) can have significant economic and financial effects, on the Interim Consolidated Financial Statements.

The Company's financial performance is also affected by the seasonal nature of the economic items recorded in the financial statements; moreover, some revenue items are, from a financial point of view, collected in a way that could be significantly different from the way on which they are accrued in the Interim Condensed Consolidated Financial Statements.

The Interim Consolidated Financial Statement of the AS Roma Group as at March 31 2019 has been prepared in accordance with the provisions of Article 154-ter of Legislative Decree No. 58/98 of the Italian Finance Law (TUF) and subsequent amendments and additions, as well as IAS 34 ("Interim Financial

Reporting"), on the assumption that the Parent Company and the other subsidiaries and consolidated companies of the Group will continue as going concerns.

IFRS accounting standards, amendments and interpretations applied from July 1, 2018

The International Accounting Standards (IFRS) endorsed by the European Commission and effective on July 1, 2018 were applied in preparing the Consolidated interim financial statements. With reference to the new IFRS Standards in force, reference is made to the first application of IFRS 9 “Financial Instruments” and IFRS 15 “Revenues from contracts with customers”, as from July 1, 2018. Their impact is described hereunder.

IFRS 15 - Revenues from Contracts with Customers

On May 28, 2014, the IASB published the standard **IFRS 15 – Revenue from Contracts with Customers**, which aims to replace the standards IAS 18 – Revenue and IAS 11 – Construction Contracts, as well as the interpretations IFRIC 13 – Customer Loyalty Programmes, IFRIC 15 – Agreements for the Construction of Real Estate, IFRIC 18 – Transfers of Assets from Customers and SIC 31 – Revenues-Barter Transactions Involving Advertising Services, together with further clarification published on April 12, 2016. The standard establishes a new model for revenue recognition which will be applied to all contracts stipulated with customers, with the exception of those falling within the realm of application of other IAS/IFRS standards such as leasing, insurance contracts and financial instruments. The fundamental steps for revenue recognition according to the new model are as follows:

- Identify contracts with the customer;
- identify the performance obligations of the contract;
- determine the transaction price of the contract;
- allocate the transaction price to each of the separate performance obligations;
- recognize the revenue as each performance obligation is satisfied.

Therefore, the amount that the entity recognizes as revenue should reflect the amount that it is entitled to receive against the transfer of goods and/or services to customers. These amounts shall be recognised when its performance obligations are fulfilled. Moreover, as regards the recognition of revenues, the need of evaluating the possible obtainment/collection of economic benefits linked to the revenue is highlighted. As regards customer contract assets, the requirement to record revenues is introduced, taking also account of the possible discount effect resulting from collections over time.

The following table shows the main types of products and services that the Group supplies to its customers and the related recognition modalities:

Products and Services	Type and timing to fulfil performance obligations
Sponsorships and Advertising	The performance obligation of sponsorships consists of sponsor activity related to the first team; the performance obligation of advertising consists in advertising activities during matches. The transaction price of both Sponsorships and Advertising are determined by contracts themselves. The Group fulfils the related obligations and recognises over time revenues on a straight-line basis. The unconditional right to receive a payment from the customers arises based on the passage of time.
Revenue from matchday;	The performance obligation of revenue from matchday consists in performing football matches themselves. The transaction price is determined by the price of the tickets. Revenue from matchday, related to ticket fees, is recognized when the tickets are sold for third-party clients. The Group fulfils the related performance obligations and recognises

	revenues at a point in time. Revenue received from the sale of seasonal tickets is recorded as deferred revenue initially. On the basis of the performance of each match, revenues are then recorded in income statement. Thus, revenue recognition for seasonal ticket sale is over time.
Revenues from commercial and licensing activities; Other	Performance obligations of revenues from commercial and licensing activities are the sales of products and licensing activities of the AS Roma trademark; The performance obligation of Other is represented by the sale of other products and spot services. Transaction prices are determined by contracts. The Group fulfils the related performance obligations and recognises revenues at a point in time, based on events underlying the supply of goods and services. The unconditional right to receive a payment by the customer arises following the occurrence of these events.
Media and image rights	The performance obligation of media and image rights is the concession of use of the media and image contents of AS Roma. The transaction price is based on the criteria for distributing the national audio-visual rights distributed by the Italian Football League (Lega Nazionale Professionisti or "LNP"). The Group fulfils the related obligations and recognises revenues over time on a straight-line basis. The unconditional right to receive a payment from the customers arises based on the passage of time.

The standard was applied as from July 1, 2018. The Group elected to apply this Standard retrospectively, by recognizing the cumulative effect of initially applying this Standard as an adjustment to the opening balance of retained earnings for EUR 1.091 thousand, in Shareholders' Equity, as at July 1, 2018.

As a result of the assessment, with reference to the balance sheet figures as at June 30, 2018 of the Group, reported in the statement of financial position included in the Consolidated Financial Statements at that date, the only significant effect deriving from the adoption of IFRS 15 refers to the up-front fee (called "*signing advance*" as per contract) included in the contract *Technical Sponsor NIKE* entered in August 2013, with a ten-year duration starting from June 1, 2014. In particular, based on the previous International Accounting Standard IAS 18, the Company deemed the up-front fee to be all recognizable in the financial statement 2014, in the moment of signing of the contract (i.e. *at a point in time*). Based on IFRS 15, the Company deemed this up-front fee to be partially recognizable for Euro 4 million during the period August 2013 - June 1, 2014, related to the obligation consisting in not being able to sign other Technical Sponsor contracts, and for euro 2 million (the remaining part) during the duration of agreement, on a straight-line basis (that is, *over time*). It is specified that the amount of Euro 4 million is assessed by the Company to be recognized all along the period August 2013 – June 1, 2014 since it represents the exact amount paid every year by Nike towards the entity pursuant to the technical sponsorship contract with the Group itself.

Thus, the impact from the first time adoption of IFRS 15 is calculated by allocating the remaining Euro 2 million portion of the up-front fee over the ten years contract period starting from June 1, 2014: at June 30, 2018, Euro 1.091 million represents the part belonging to the period from June 1, 2014 to June 30, 2018.

With respect to the figures that would have been shown in the Group financial statements at March 31, 2019, pursuant to the previous International Accounting Standards, the adoption of the new IFRS 15 standard resulted in an increase of revenues for Euro 0,2 million.

Furthermore, it is specified that the multi-year *partnership* contract for the "*Main Global Partner*" and sponsor of the official jersey of the First Team, signed on April 23, 2018 (previous fiscal year) with the airline company Qatar Airways, provides a signing fee of € 6 million. The Company, on an equal basis to what has been done with the previous International Accounting Standards, has evaluated this Signing Fee can be fully allocated to the sponsorship for the period April 23 2018 - June 30, 2018, for EUR 2.300 thousand, in which the First Team has participated in the UEFA Champions League semi-finals (for the second time in its history), for EUR 3.700 thousand, with a significant return in terms of media exposure.

The following table shows the effects deriving from the restatement of the balance sheet figures as per June 30, 2018, recognizing the effect deriving from the adoption of IFRS 15 as an adjustment to the Shareholders' Equity as per July 1, 2018.

Impacts on Assets, Liabilities and Shareholders' Equity as per July 1, 2018			
	At June 30, 2018	Impacts from IFRS 15 adoption	**At July 1, 2018**
Intangible assets	263,540	—	263,540
Tangible assets	1,550	—	1,550
Other non-current assets	72,647	—	72,647
Total non-current assets	**337,737**	**—**	**337,737**
Inventories	1,130	—	1,130
Trade receivables	70,919	—	70,919
Other current assets	34,559	—	34,559
Tax receivables	1,496	—	1,496
Cash at bank and on hand equivalents	30,898	—	30,898
Total current assets	**139,002**	**—**	**139,002**
Total assets	**476,739**	**—**	**476,739**
Equity attributable to owners of the parent	(104,962)	(1,091)	(106,053)
Non controlling interest	(462)	—	(462)
Total Shareholders' Equity	**(105,424)**	**(1,091)**	**(106,515)**
Long-term debt	228,631	—	228,631
Employee benefits liabilities	3,578	—	3,578
Trade payables	105,269	—	105,269
Provisions for tax charges and deferred taxed liabilities	865	—	865
Other provisions	3,845	—	3,845
Other liabilities	10,593	—	10,593
Total non-current liabilities	**352,781**	**-**	**352,781**
Trade payables	129,855	—	129,855
Short-term debt and current portion of long-term debt	37,762	—	37,762
Tax payables	7,429	—	7,429
Other provisions	1,688	—	1,688
Other liabilities	52,648	1,091	53,739
Total current liabilities	**229,382**	**1,091**	**230,473**
Total liabilities	**476,739**	**-**	**476,739**

The impact of the application of IFRS 15, amounting to EUR 1,091 thousand, refers to the different manner in which revenues generated by the NIKE Technical Sponsor contract are posted in the accounts: pursuant to the previous International Accounting Standards, the value of production recorded as at June 30, 2018 and generated as a result of the contract amounted to EUR 22,000 thousand, whereas, in accordance with IFRS 15, it amounts to EUR 20,909 thousand.

The difference between the two values has had an impact on Shareholders' Equity and, as a result thereof, on Other liabilities, due to recording a greater amount of deferred income in order to account for the lower revenues generated by the Group as a result of applying IFRS 15.

IFRS 9 - Financial Instruments

On July 24, 2014, the IASB published the final version of IFRS 9 - "Financial Instruments". The document includes the results of the IASB project, aimed at superseding the IAS 39 standard. The new standard should be applied in financial statements beginning January 1, 2018 or subsequent years.

The standard introduces new criteria for the classification and measurement of financial assets and liabilities. In particular, and in the case of financial assets, the new standard utilises an approach based on the business models of management of financial instruments and on the characteristics of contractual cash flows of the financial assets themselves in order to determine the valuation criterion, thereby replacing the various rules provided for by IAS 39. In the case of financial liabilities, on the other hand, the primary change concerned the booking of changes in the fair value of a financial liability classified as a financial liability and measured at fair value in the income statement in the case that these changes were due to a change in the credit rating of the issuer of the liability itself. According to the new standard, these changes must be booked in "Other comprehensive income" and no longer in the income statement. Moreover, in the event of non-substantial modifications of liabilities, it is no longer allowed to spread the economic effect of modification over the residual duration of the payable, by modifying the effective interest rate at that date, and the related effect will have to be recognised in the Income Statement.

With respect to impairment, the new standard requires that the estimate of losses on receivables must be implemented on the basis of the model of expected losses (and not the model of incurred losses utilised by IAS 39) by using supportable information that is available without unreasonable charges or efforts and which include historical, current or forecasted data. The standard requires that this impairment model be applicable to all financial instruments, i.e. to financial assets measured at their amortised cost as well as those measured at fair value through other comprehensive income, receivables deriving from rental contracts and trade receivables.

Finally, the standard introduces a new model of hedge accounting in order to adjust the requirements needed by the current IAS 39, which are occasionally considered too strict and unsuitable to reflect the risk management policies of companies. The primary novelties within the document include the following:

- an increase in the type of transactions eligible for hedge accounting, even including the risks of non-financial assets/liabilities which are eligible to be managed in hedge accounting;
- a change in the modalities for booking forward contracts and options when these are included in a hedge accounting relationship and in order to reduce the volatility of the income statement;
- changes to the efficacy test through the replacement of the current modalities based on the 80-125% parameter with the principle of the "economic relationship" between the hedged item and hedging instrument; in addition, an evaluation of the retrospective effectiveness of the hedging relationship will no longer be requested.

The Group elected to apply this Standard modified retrospective, by recognizing the cumulative effect of initially applying this Standard as an adjustment to the opening balance of retained earnings, in Shareholders' Equity, as at July 1, 2018.

With respect to the balance sheet figures of the Group as at June, 30 2018, reported in the statement of financial position included in the consolidated financial statements at that date, the only significant effect deriving from the adoption of IFRS 9 derives from the modification of financial liabilities deriving from the Loan Agreement signed with Unicredit and Goldman Sachs in February 2015, made on June 22, 2017. It involves the recognition, pursuant on the new standard, of the difference between the present value of the modified flows (determined using the effective interest rate of the original instrument) and the carrying value of the instrument at the date of the modification.

Therefore, as an effect of what is illustrated in the previous paragraph, in the consolidated statement of financial position as per July 1, 2018, non-current financial liabilities were reduced by 4,4 million euro, with an increase in the Shareholders' Equity of the Group for an equal amount.

With respect to the figures that would have been shown in the Group financial statement as per March 31, 2019 pursuant to the previous International Accounting Standards, the adoption of the new IFRS 9 standard resulted in an increase of financial expenses for Euro 0,4 million.

The following table shows the effects deriving from the restatement of the balance sheet figures as per June 30, 2018, recognizing the effect deriving from the adoption of IFRS 9 as an adjustment to the Shareholders' Equity as at July 1, 2018.

Impacts on Assets, Liabilities and Shareholders' Equity as at July 1, 2018

	At June 30, 2018	Impacts form IFRS 9 adoption	**At July 1, 2018**
Intangible assets	263,540	-	263,540
Tangible assets	1,550	-	1,550
Other non-current assets	72,647	-	72,647
Total non-current assets	**337,737**	**-**	**337,737**
Inventory	1,130	-	1,130
Trade receivables	70,919	-	70,919
Other current assets	34,559	-	34,559
Deferred tax assets	1,496	-	1,496
Cash and cash equivalents	30,898	-	30,898
Total current assets	**139,002**	**-**	**139,002**
Total assets	**476,739**	**-**	**476,739**
Equity attributable to owners of the parent	(104,962)	4,369	(100,592)
Non controlling interest	(462)	1 -	(462)
Total Shareholders' Equity	**(105,424)**	**4,370**	**(101,054)**
Long-term debt	228,631	(4,370)	224,261
Employee benefits liabilities	3,578	-	3,578
Trade payables	105,269	-	105,269
Provisions for tax charges and deferred taxed liabilities	865	-	865
Other provisions	3,845	-	3,845
Other liabilities	10,593	-	10,593
Total non-current liabilities	**352,781**	**(4,370)**	**348,411**
Trade payables	129,855	-	129,855
Short-term debt and current portion of long-term debt	37,762	-	37,762
Tax payables	7,429	-	7,429
Other provisions	1,688	-	1,688
Other liabilities	52,648	-	52,648
Total current liabilities	**229,382**	**0**	**229,382**
Total liabilities	**476,739**	**0**	**476,739**

The impact deriving from the application of IFRS 9, amounting to EUR 4,370 thousand, refers to the different accounting of financial flows deriving from the loan agreement with Goldman Sachs and Unicredit following the Amendment Agreement signed on 22 June 2017, after the starting date of the contract itself. This Amendment Agreement provided for i) an increase in the loan granted up to Euro 230 million and ii) a postponed maturity to 2022. The modification of the terms of the financial liability is not a substantial modification because the net present value of the cash flows under the modified terms is not at least 10 per cent different from the net present value of the remaining cash flows of the liability prior to the modification, both discounted at the original effective interest rate.

The change that is most relevant to the Group in terms of their impact regard recognition of the difference between the present value of the modified cash flows (determined using the instrument's effective interest rate at the date of modification) and the carrying amount of the instrument in profit or loss in the event of non-substantial modifications to the terms of a financial instrument. Previously in such cases, under IAS 39, the Group continued to account for the instrument at the previously recognised amortised cost, redetermining the related effective interest rate on a prospective basis. In particular, the impact of EUR 4,370 thousand is related to the following events:

- the extension of the reimbursement period, extend until 2022;
- additional transaction costs incurred with the Amendment Agreement signed on June 22, 2017: they adjust the carrying amount of the modified financial liability and they are amortized over the remaining term of the modified financial liability;
- the extension of the amortization period (until 2022) of the initial transaction costs related to the first Agreement signed on February, 2015 (whose previous due date was 2020);

Pursuant to IFRS 9, the present value of the cash flows envisaged by the loan agreement was remeasured, which went from EUR 218,400 thousand to EUR 214,030 thousand.

The difference between the two values has had an impact on the Shareholders' Equity and, consequently, among the Loans as a result of a recalculation of the current value of the loan.

Other IFRS accounting standards, amendments and interpretations applied from July 1, 2018 onwards

On June 20, 2016, the IASB published the amendment to **IFRS 2 "Classifications of classification and measurement of share based payment transactions"**. Such amendments provide some clarification in relation to accounting of the effects of vesting conditions, in the presence of cash-settled share-based payments, the classification of share-based payments with net settlement characteristics and the accounting of amendments to terms and conditions of a share-based payment, which modify the classification from cash-settled to equity-settled. The amendments would be applicable from January 1, 2018 or later, and therefore they were applied from July 1, 2018. The adoption of this amendment had no impact on the Group consolidated financial statements.

On December 8, 2016 the IASB published the document **"Annual Improvements to IFRS's: 2014-2016 Cycle"**, which partially supplements the already existing standards within the annual improvement process. The main amendments involve:

- IFRS 1 First-Time Adoption of International Financial Reporting Standards - Deletion of short-term exemptions for first-time adopters. The amendment was applied as from January 1, 2018 and concerns the cancellation of some short-term exemptions envisaged in paragraphs E3-E7 in the Appendix E of IFRS 1 as it is deemed that the benefit of these exemptions no longer exists.
- IAS 28 Investments in Associates and Joint Ventures – Measuring investees at fair value through profit or loss: an investment-by-investment choice or a consistent policy choice. The amendment

clarifies that the option for a venture capital organisation or other qualifying entity (such as a mutual fund or similar entity) to measure investments in associates and joint ventures, measured at fair value through profit or loss (rather than by using the equity method), should be performed for each single investment upon initial recognition. The amendment would be applicable from January 1, 2018 or later, and therefore it was applied from July 1, 2018.

- IFRS 12 Disclosure of Interests in Other Entities – Clarification of the scope of the Standard. The amendment clarifies the application scope of IFRS 12, and specifies that disclosures required by the standard, except for the ones envisaged in paragraphs B10-B16, also apply to interests held for sale, held for distribution to shareholders and discontinued operations in accordance with IFRS 5. would be applicable from January 1, 2018 or later, and therefore it was applied from July 1, 2018.

The adoption of these amendments had no impact on the Group consolidated financial statements.

On December 8, 2016, the IASB issued the amendment to the **IAS 40 "Transfers of Investment Property"**. These amendments clarify transfers of investment property to, or from investment property. More specifically, an entity must reclassify a property to, or from investment property only when there is a change in use. A change in use must be related to a specific event already occurred and shall not be limited to a change in the Management's intentions of an entity for the use of a property. These amendments would be applicable from January 1, 2018 or later, and therefore they were applied from July 1, 2018. The adoption of these amendments had no impact on the Group consolidated financial statements.

On December 8, 2016, IASB published the interpretation **IFRIC 22 "Foreign Currency Transactions and Advance Consideration**". This interpretation aims at providing guidelines for transactions carried out in a foreign currency, where non-monetary advances and payments on account are recognised in the financial statements before the recognition of the related assets, costs or revenue. This IFRIC provides guidance on how the entity should determine the date of a transaction and therefore the spot exchange rate to be used when transactions in foreign currency are carried out, in which the payment is made or received in advance.

The interpretation clarifies that the transaction date is the earlier between:

a) the date in which the advanced payment or the payment on account received are recorded in the entity's financial statements; and
b) the date in which the assets, the cost or the revenue (or part of the same) is recorded in the financial statements (with consequent reverse of the advanced payment or the payment on account received).

In the event of a number of advances or payments on account received, a specific transaction date must be identified for each of these transactions. IFRIC 22 would be applicable from January 1, 2018 or later, and therefore it was applied from July 1, 2018. The adoption of this interpretation had no impact on the Group consolidated financial statements.

A number of amendments to IFRS and IFRIC accounting principles and interpretations approved by the European Union, which are not mandatory and have not adopted early by the Group as at March 31, 2019. As noted in the annual consolidated financial statements, the directors are in the process of determining the impact of the new standard **IFRS 16 – Leases** which will replace IAS 17 – Leases, as well as the interpretations IFRIC 4 Determining whether an Arrangement contains a Lease, SIC-15 Operating Leases—Incentives and SIC-27 Evaluating the Substance of Transactions Involving the Legal Form of a Lease and do not have additional disclosures related to the amendments as of the date of the interim consolidated financial statements, or have determined that the other amendments will not have a significant impact on the annual consolidated financial statements and have not noted any change in this assessment since the publication of the 30 June, 2018 consolidated financial statements.

IFRS and IFRIC accounting principles, amendments and interpretations approved by the European Union, which are not mandatory and not adopted early by the Group as at March 31, 2019

- On January 13, 2016, the IASB published the standard **IFRS 16 – Leases** which will replace IAS 17 – Leases, as well as the interpretations IFRIC 4 Determining whether an Arrangement contains a Lease, SIC-15 Operating Leases—Incentives and SIC-27 Evaluating the Substance of Transactions Involving the Legal Form of a Lease.

  The new standard provides a new definition of lease and introduces a criterion based on control (right of use) of a good in order to distinguish lease contracts from service contracts, while identifying the following as discriminating factors: identification of the good, the right of replacement of the latter, the right to substantially obtain all the economic benefits deriving from the use of the good and the right to manage the use of the good underlying the contract.

  The standard provides for a single model for the recognition and measurement of lease contracts for the lessee and which includes the booking of the assets also subject to an operating lease under assets and with an offsetting item equal to a financial payable, thereby providing for the possibility of not recognizing contracts, which involve low-value assets (i.e. lease contracts related to assets with a value lower than Euro 5,000) as well as leases with a contractual duration equal to or less than 12 months, as leasing contracts. On the contrary, the standard does not include significant changes for lessors.
  The standard is applicable as of January 1, 2019 but early application is allowed.

  Directors initiated a project aimed at implementing the new standard which envisages, as first step, a detailed analysis of contracts and accounting impacts and, as a second step, the implementation and/or adjustment of administrative processes and the accounting system. Directors have not yet defined the approach that they intend to adopt amongst those permitted by the IFRS 16 standard.

- On October 12, 2017, the IASB published an amendment to **IFRS 9 "Prepayment Features with Negative Compensation"** (published on October 12, 2017). This amendment specifies that the instruments that envisage a prepayment might comply with the "SPPI" test also in the event the reasonable additional compensation, to be paid in case of prepayments, is a negative compensation for the lender. The amendment is applicable as from January 1, 2019 but earlier application is permitted. The Directors do not expect significant impacts from the application of the amendment.

- On June 7, 2017, the IASB published the interpretation **"Uncertainty over Income Tax Treatments (IFRIC Interpretation 23)"** (published on June 7, 2017). The interpretation deals with uncertainty over tax treatments to be adopted on income taxes. In particular, the interpretation requires that an entity analyses the uncertain tax treatments (independently or together, according to their characteristics), always assuming that Tax Authorities will examine those amounts and will have full knowledge of all relevant information when doing so. If the entity concludes that it is not probable that a particular tax treatment is accepted, the entity has to reflect the uncertainty when determining current and deferred income taxes. Moreover, no other disclosure obligation is envisaged in the document but it is highlighted that the entity shall determine whether it will be necessary to provide information on observations made by the Management on the uncertainty related to tax accounting, in compliance with IAS 1.
  The new interpretation is applicable as from January 1, 2019 but earlier application is permitted.

  - The Directors do not expect significant impacts from the instruction of the amendment.

IFRS Accounting standards and interpretations not yet applicable insofar as not endorsed by the European Union

At the reporting date of these consolidated financial statements, the competent Bodies of the European Union had not yet completed the approval process required for the adoption of amendments and the standards below.

- On May 18, 2017, the IASB published the standard **IFRS 17 - Insurance Contracts**, intended to supersede the standard IFRS 4 - Insurance Contracts.
  The purpose of the new standard is to guarantee that an entity supplies information representing both rights and obligations related to insurance contracts. The IASB has developed this standard to remove all inconsistencies and weaknesses of the existing accounting policies, by supplying a consolidated principle-based framework to take account of all types of insurance contracts, including reinsurance contracts held by an insurer. The new standard also envisages presentation and information requirements to improve comparability between entities belonging to the same sector.
  According to the new standard, an insurance contract is measured based on a General Model or a simplified version named Premium Allocation Approach ("PAA").
  The main characteristics of the General Model are:
  - estimates and assumptions of future cash flows are always the current ones;
  - measurement reflects the time value of the money;
  - estimates envisage an extensive use of observable market information;
  - there is a current and explicit measurement of risk;
  - the expected revenue is deferred and aggregated in clusters of insurance contracts upon initial recognition; and,
  - the expected revenue is recognised over the coverage period for the contracts, taking account of adjustments resulting from changes in assumptions related to cash flows of each single cluster of contracts.

  The PAA approach measures the liability for the remaining coverage of a cluster of insurance contracts provided that, upon initial recognition, the entity provides that this liability reasonably represents a reasonable approximation to the General Model. Contracts with a coverage period of one year or less are automatically eligible for the PAA approach. Simplifications resulting from the application of the PAA method are not applicable to the measurement of liabilities for claims in place, that are measured based on the General Model. However, discounting of cash flows is not required if the balance is likely to be paid or received within one year from the claim date.

  The entity shall apply the new principle to insurance contracts issued, including reinsurance contracts issued, reinsurance contracts held and investment contracts with discretionary participation features (DPF).
  The standard is applicable as from January 1, 2021 but early application is allowed solely for entities which apply IFRS 9 – Financial Instruments and IFRS 15 - Revenue from Contracts with Customers. The Directors deem that the adoption of this standard will not have a significant effect on the Group consolidated financial statements.

- On October 12, 2017, the IASB published the document **IAS 28 "Long-term Interests in Associates and Joint Ventures (Amendments to IAS 28)"**. This document clarifies that an entity shall apply IFRS 9, including requirements related to impairment, to other long-term interests in associates or joint ventures to which the equity method is not applied. The amendment is applicable as from January 1, 2019 but earlier application is permitted. The Directors are currently evaluating the possible impact of the introduction of these amendments on the Group consolidated financial statements.

- On December 12, 2017, the IASB published the document **"Annual Improvements to IFRSs: 2015-2017 Cycle"**, which includes the amendments to the standards within the annual improvement process. The main amendments involve:

  - IFRS 3 Business Combinations and IFRS 11 Joint Arrangements: the amendment clarifies that when an entity gains control of a business that is a joint operation, it shall remeasure the interests previously held in this business. Conversely, this process is not envisaged in the event of a joint control.
  - IAS 12 Income Taxes: this amendment clarifies that all tax effects related to dividends (including payments on financial instruments classified as Equity) should be accounted for consistently with the transaction that generated the profit (Income Statement, OCI or Equity).

- IAS 23 Borrowing costs: the amendment clarifies that in the event of loans that are still in place after the reference qualifying asset is ready for use or sale, these amounts become part of the amounts used to calculate the borrowing costs.
  The amendments are applicable as from January 1, 2019 but earlier application is permitted. The Directors are currently evaluating the possible impact of the introduction of these amendments on the Group consolidated financial statements.

- On February 7, 2018 the IASB published the document **"Plan Amendment, Curtailment or Settlement**". The document clarifies how an entity should recognise a modification (i.e. a curtailment or a settlement) of a defined benefit plan. Modifications require that the entity updates its assumptions and remeasures net liabilities or assets related to the plan. These amendments clarify that, upon occurrence of this event, an entity uses updated assumptions to measure the current service cost and the interests for the rest of the reference period following the event. The Directors are currently evaluating the possible impact of the introduction of these amendments on the Group consolidated financial statements.

- On October 22, 2018 the IASB published the document **"Definition of a Business (Amendments to IFRS 3)"**. The document supplies some clarifications on the definition of the business for the purposes of a correct application of the IFRS 3 standard. In particular, the amendment clarifies that while a business usually produces an output, the presence of an output is not strictly necessary to determine a business in the presence of an integrated set of activities/processes and assets. However, in order to be considered a business, a set of activities/processes and assets must include, at a minimum, an input and a substantive process that significantly contribute to the ability to create outputs. To this purpose, the IASB replaced the wording "ability to create output" with "ability to contribute to create outputs" to clarify that a business can exist also without the presence of all inputs and processes necessary to create an output.

  The amendment has also introduced a concentration test, optional for the entity, that permits an assessment of whether an acquired set of activities and assets is not a business. If the test outcome is positive, the acquired set of activities/processes and assets is not a business and the standard does not require further assessments. If the test outcome is negative, the entity shall carry out further analyses to determine whether the acquired activities/processes and assets is a business. To this purpose, the amendment added a number of illustrative examples to the IFRS 3 standard in order to help entities understand the practical application of the new definition of business in specific cases. Amendments are applicable to all business combinations and subsequent acquisitions of assets, as from January 1, 2020 but early application is allowed.

  While considering that this amendment will be applied on the new acquisition transactions that will be concluded as from January 1, 2020, any effect will be recognised in the consolidated financial statements ended after this date.

- On October 31, 2018, the IASB published the document **"Definition of Material (Amendments to IAS 1 and IAS 8)".** This document introduced an amendment in the definition of "material" included in the IAS 1 - Presentation of Financial Statements and IAS 8 - Accounting Policies, Changes in Accounting Estimates and Errors. This amendment aims at specifying the definition of "material" and introduces the concept of "obscured information" together with the concepts of omitted or misstated information, already included in the two amended standards. The amendment clarifies that an information is "obscured" when it is described in a manner that the effect for the readers of a financial statement would be similar to the effect created by an omitted or misstated information.

  The Directors are currently evaluating the possible impact of the introduction of these amendments on the Group consolidated financial statements.

- On September 11, 2014, the IASB published an amendment to **IFRS 10 and IAS 28 "Sales or Contribution of Assets between an Investor and its Associate or Joint Venture"**. The document was published for the purposes of resolving the current conflict between IAS 28 and IFRS 10. In accordance with provisions of IAS 28, the profit or loss resulting from the transfer or conferment of a non-monetary asset to a joint venture or associate in exchange for a share capital quota of the latter is limited to the quota retained in the joint venture or associate by other investors which are external to the transaction. Conversely, the standard IFRS 10 provides for the booking of the entire profit or loss in the case of loss of control of a subsidiary, even if the entity continues to retain a non-controlling quota and including in this case even the transfer or conferment of a subsidiary to a joint venture or associate. The amendments introduced envisage that in the sale or transfer of an asset or a subsidiary company to a joint venture or associate, the measurement of a profit or loss to be recognised in the financial statements of the transferring /receiving company will depend on whether the assets or the subsidiary sold or transferred represent a business, as envisaged by IFRS 3. If the assets or subsidiary company sold or transferred represent a business, the entity shall recognise the profit or loss on the entire portion previously held. Conversely, the portion of profit or loss, related to the interests which is still held by the entity, should be derecognised. At the moment, the IASB has suspended the application of this amendment. The Directors are currently evaluating the possible impact of the introduction of these amendments on the Group consolidated financial statements.

The Directors do not expect any significant impact from the adoption of these amendments.

Accounting Policies

The Interim Condensed Consolidated Financial Statements have been prepared in accordance with IAS 34 - "Interim Financial Reporting", which is applicable to interim financial reports. The accounting policies adopted are consistent the Consolidated Financial Statements as at and for the year ended June 30, 2018, except for the adoption of new and amended standards as set out below, primarily regarding IFRS 9 - Financial instruments and IFRS 15 - Revenues from contracts with customers, and a number of other minor amendments which were applicable to the Company starting from July 1, 2018. The Interim Condensed Consolidated Financial Statements has been prepared applying the provision of IAS 1 "Presentation of financial statements" and the general historical cost criterion, with the exception of the items in the financial statements that, according to the IFRS, must be recorded at fair value, as indicated in the valuation criteria for the individual items described in the consolidated financial statements as at June 30, 2018, to which reference should be made. These Notes are presented in condensed view, in accordance with IAS 34. They summarized and do not include all the information requested in the annual financial statements, since they solely refer to those items which, on account of the amount, composition, or variations thereof, are essential for the purposes of understanding the Group's economic, equity and financial situation. Therefore, this Interim Condensed Consolidated Financial Statement must be read in conjunction with the Consolidated Financial Statements as at and for the year ended June 30, 2018, to which explicit reference is made.

The Interim Condensed Consolidated Financial Statements was prepared taking into account the provisions contained in the Accounting Recommendations issued by Consob, on December 9, 2002 and October 1, 2010 about listed football companies' periodic accounting statements and relevant facts, the Accounting Recommendations by the FIGC (Italian Football Association's), and the UEFA Licensing Manual, 2018 version. Furthermore, account was also taken of the decisions issued by Consob that implemented Article 9, paragraph 3 of Legislative Decree No. 38/2005 on the drafting of financial statements.

The Financial Statements have been prepared on a going concern basis, insofar as the Directors have confirmed that there are no financial, operational or other nature of indicator that could point to a difficulty in the Company's ability to meet its obligations in the foreseeable future and in particular in the next twelve months.

All of the values are shown in thousands of EURs, unless otherwise indicated.

Scope of consolidation

The scope of consolidation as at March 31, 2019, presents no changes compare to June 30, 3018 and includes accounting data for the Parent Company AS Roma S.p.A. and its subsidiaries, namely:

- Soccer Sas di Brand Management Srl (hereinafter also called "**Soccer SAS**");
- ASR Media and Sponsorship Srl (hereinafter also called "**ASR Media**" or "**MediaCo**");
- Roma Studio Srl (hereinafter also called **"StudioCo"**) incorporated and consolidated in the previous financial year.

AS Roma is a limited partner and has 99.98% and 97.39% stakes in **Soccer SAS**' share capital and profits. The aforementioned subsidiary was incorporated on January 15, 2007 and carries out sports-related commercial activities and, in particular, merchandising, licensing, media broadcasting and promotional-advertising activities.

ASR Media and Sponsorship Srl, 100% of which is jointly owned by AS Roma (11.34%) and Soccer SAS (88.66%), was incorporated on December 2, 2014 in the context of the refinancing and functional reorganization of some of the Group's corporate activities (i.e. exploitation and management of the brands and "media" activities, which are ancillary to the management of the Group's core business, which is that of organizing and playing football matches).

Roma Studio Srl, which was incorporated on January 19, 2018, is 100% owned by the Parent Company and has since June 2018 operated mainly as a content provider for Soccer Sas' multimedia activities.

Relations with related parties

Related parties provide the AS Roma Group with both commercial, administrative and financial services. Related parties are defined according to IAS 24 International Accounting Standard, which has been adopted according to the procedure referred to in Article 6 of Regulation (EC) No. 1606/2002 (hereafter called "Transactions with Related Parties").

On December 3, 2010 (effective from January 1, 2011) the Board of Directors of the Company approved the regulation containing the Code of Conduct governing the manner in which transactions with related parties and, in general, transactions that are significant from an economic and financial perspective, are to be conducted (adopted in accordance with Article 4 of the Regulation adopted by Consob with Resolution No. 17221 passed by March 12, 2010, as subsequently supplemented and amended, and Article 9 of the Self-Regulation Code - also taking into account Consob Communication No. DEM/10078683 of September 24, 2010). The Company's Board of Directors approved an upgrade of such regulation at the meeting held on November 12, 2015, which was then released in accordance with the law.

Transactions with related parties identified in accordance with International Accounting Standard IAS 24 that are set out below refer to transactions which has a commercial and financial nature. They were conducted at arm's length, or in conditions that were similar to those usually practiced with regard to third parties transactions having a similar nature, extent and risk conducted in compliance with current legislation.

The Group is managed and coordinated by AS Roma SPV LLC. This has not had any significant economic and financial impact on the Group during the period. More specifically, no direct commercial or financial relationships were entertained with AS Roma SPV LLC as at March 31, 2019, with the exception of the expenses incurred for the study, design and presentation of the new stadium, for which the costs have been charged proportionally to both AS Roma SPV LLC and the Group.

The following tables show the overall values for the transactions with related companies (including AS Roma SPV LLC) as at and for the period ended March 31, 2019, with the exclusion of intragroup transactions that are eliminated in the Interim Consolidated Financial Statements.

BALANCE SHEET WITH RELATED PARTIES

Balance Sheet as **At March 31, 2019**	Non-current assets	Current assets			TOTAL
Assets	Other assets	Financial Receivables	Trade Receivables	Other Assets	ASSETS
AS Roma Real Estate Srl	2,700	-	-	-	2,700
Neep Roma Holding S.p.A.	-	-	-	5,160	5,160
ASR SPV LLC	-	-	2,184	40	2,224
Stadio TDV S.p.A.	-	-	-	431	431
SDS srl (liquidated company)	-	-	-	40	40
Total assets	**2,700**	-	**2,184**	**5,671**	**10,555**

Balance Sheet as **At March 31, 2019**	Non-current liabilities	Current liabilities			TOTAL
Liabilities	Other payables	Financial payables	Trade payables	Other liabilities	LIABILITIES
AS Roma Real Estate Srl	-	-	(642)	(45)	(687)
Neep Roma Holding S.p.A.	(25,980)	-	(37)	(7,370)	(33,386)
Stadio TDV S.p.A.	-	-	-	(643)	(643)
Brand Management Srl	-	-	-	(11)	(11)
ASR SPV GP LLC	-	-	(210)	-	(216)
Total liabilities	**(25,980)**	0	(894)	(8,069)	(34,943)

More specifically:

- **AS Roma Real Estate Srl**: Other non-current assets include receivables amounting to EUR 2.7 million, for security deposits provided as a result of contractual obligations undertaken in connection with the Trigoria Real Estate Complex lease. Current trade payables include payables for rent amounting to EUR 0.6 million to be paid for the Trigoria real estate complex.
- **NEEP Roma Holding S.p.A.**: Current assets include receivables amounting to EUR 5.2 million for tax losses (Corporate Income Tax - IRES) suffered by AS Roma that have been assigned to the parent company as part of the Neep Roma Holding S.p.A. Group's tax consolidation agreement. Non-current liabilities include EUR 26 million of financial payables for payments by way of loans made by the latter. Other current liabilities include other payables amounting to EUR 7.4 million, of which EUR 4,6 million for the assignment of taxes (IRES) to the NEEP Roma Holding S.p.A., in accordance to tax

consolidation agreement and the outstanding amounts are for the companies' contribution to the Group's VAT.

- **AS Roma SPV LLC**: Current assets include receivables amounting to EUR 2.2 million recorded for expenses incurred in studying, planning and presenting the new stadium, which were charged back to the parent company under the existing agreements.
- **TDV SpA Stadium:** Other current assets include receivables amounting to EUR 0.4 million recorded for advances on costs incurred by AS Roma in connection with studies designing AS Roma's new stadium. Other liabilities include payables amounting to EUR 0.6 million for the companies' contribution to the Group's VAT.
- **ASR SPV GP LLC**: current liabilities include payables of EUR 0.2 million for management consultancy services that have been provided to the Company and the charging back of expenses incurred on its behalf.

PROFIT AND LOSSES WITH RELATED COMPANIES

Profit and Loss account as at **Nine months ended March 31, 2019**	Operating revenues	Operating Costs			TOTAL
	Other proceeds	Cost of services	Cost of use of third-party assets	Proceeds from tax consolidation	
AS Roma Real Estate Srl	-	-	(2,025)	-	(2,025)
Neep Roma Holding S.p.A.	-	(45)	-	2,792	2,747
Raptor Group	-	(58)	-	-	(58)
ASR SPV LLC	90	-	-	-	90
ASR SPV GP LLC	-	(685)	-	-	(685)
Total	90	(788)	(2,025)	2,792	69

- **AS Roma Real Estate Srl**: Cost of use of third-party assets include EUR 2 million recorded for rent expenses accrued during the period that is to be paid for the Trigoria Real Estate Complex lease.
- **NEEP Roma Holding S.p.A.**: Cost of services include expenses amounting to EUR 0.1 million recorded for management consultancy services provided during the year. The tax components include income amounting to EUR 2.8 million recorded for tax losses (IRES) transferred as part of the Group's tax consolidation.
- **Raptor Group**: Services charges include expenses costs amounting to EUR 0.1 million incurred on behalf of the Company that have been charged back to the latter.
- **AS Roma SPV LLC** : Other revenues include an amount of EUR 0.1 million recorded for the expenses incurred in studying, designing and presenting the new stadium, which were charged back to the parent company under ongoing agreements.
- **ASR SPV GP LLC**: Cost of services include expenses amounting to EUR 0.7 million recorded for management consulting services and the expenses incurred on behalf of the Company that have been charged back to the latter.

Going concern and observations on the financial aspects of the Group's situation

The result achieved for the nine months ended March 31, 2019 was significantly influenced by the sporting results achieved in the UEFA Champions League, in which AS Roma won three games in the Group Stage and qualified for the round of 16 of the competition, due to significant net capital gains generated mainly by the sale of player registration rights of the players Alisson and Strootman, as well as the proceeds generated by the new official sponsorship contracts signed with Qatar Airways, Hyundai Motors and Betway, all of which led to a significant increase in total income compared to the first nine months of the previous year. However, the positive trend in revenues only partially offset the increase in personnel costs and the amortisation of player registration rights, which were affected by the effects of the investment and disinvestment policies implemented during the summer session of the 2018/2019 transfer campaign.

The Company's Board of Directors approved, on February 27, 2019, the updated consolidated forecast data for the year 2018/2019 ("Forecast Data"), with a view to taking into account the impact from an economic, financial and equity point of view of the events and operational circumstances that had occurred in the first part of the year. The Forecast Data envisages a consolidated economic loss being recorded for the 2018/2019 financial year. However, it is an improvement on the consolidated economic result achieved in the 2017/2018 financial year, which is mainly due to the eventual transfer of player registration rights, as well as the trend in revenues generated by commercial and sponsorship activities, ticketing and the trend in personnel costs incurred in the remaining part of the year.

It must be pointed out that the First Team's participation in the various national and European football competitions requires the Parent Company to comply with certain economic and financial requirements, which are set annually by the FIGC's Federal Council, as well as with the set of monitoring rules and criteria indicated in UEFA's regulations, which are based, in particular, on three pillars: business as a going concern, the break-even rule, and the circumstance that no payables towards other clubs, players or social security and tax authorities have fallen over due.

More specifically, compliance with the "liquidity indicator" is required at national level: It aims to measure the extent of a football club's short-term financial stability. It should be noted that the Group, on the basis of the Data taken from this Interim Consolidated Financial Statement as at March 31, 2019, has not complied with this indicator. In this regard, the main shareholder granted a loan to the Group, after the balance sheet date but before the deadline defined of the National Licesing System, with a view to cover the gap that has been recorded and allow the minimum liquidity indicator to be reached, in compliance with the terms and conditions defined in the 2019/2020 National Licensing System published by the FIGC on December 18, 2018, Official Release No. 29/A, as well as to support the Company and the Group from a financial point of view in the foreseeable future.

From an international point of view, the Company also reports that, based on the Forecast Data for the period ended June 30, 2019, the parameters set out in the aforementioned UEFA regulations are expected to be complied with. In particular, based on the Forecast Data for the period ended June 30, 2019, considering the events that occurred after the date of March 31, 2019 (including AS Roma's sixth place in the Serie A league table and the net gain of Player registration rights), the Company considers the *break-even* result indicator reached.

It should also be noted that, on the date of publication of this Interim Condensed Consolidated Financial Statement, the salaries due to registered personnel and the related taxes and withholdings that were to be paid in a lump sum or in instalments had been regularly paid and, therefore, there were no overdue payables towards registered personnel or related to taxes.

Furthermore, on the date of this Interim Condensed Consolidated Financial Statement and, in light of the events that occurred after the date of approval of the Forecast Data (including AS Roma's sixth place in the Serie A league table and the net gain of Player registration rights), the Company still considers the estimate made in the Forecast Data to be valid.

Based on Forecast Data for the period ended June 30, 2019, with respect to the Loan Agreement signed on February 2015 with Goldman Sachs and Unicredit, as "Mandated Lead Arranger and Bookrunner", the covenants are expected to be complied with, no event of violation of negative pledges are expected and no events expected that should entailed the term benefit or mandatory early repayment.

Moreover, on June 22, 2017, an agreement amending the original loan agreement was reached, which led to the loan amount being increased (from EUR 175 million to EUR 230 million), an extension of the maturity date to June 2022 and the starting date of the loan's repayment to June 2018.

Moreover, on May 6, 2019 the Uefa Licensing Office had decided to issue the License for AS Roma for the 2019/2020 football season and on July 5, 2019 the FIGC Office had decided to issue the National License for AS Roma for the 2019/2020 football season.

Finally, the Company's Board of Directors approved, on June 25, 2019 the Budget for the year 2019/2020 ("Budget").

In this regard, it should, however, be noted that the Budget is based on the Company's assessment of events and situations that are expected to occur and the related actions that the Company believes it must take. Therefore, the Forecast Data reflects the assumptions and elements on which the Company has based its forecast, and represent the best estimate of the financial and equity situation in which the Company expects to find itself and the economic result for the period that it expects to achieve. We deem it appropriate to point out, in this regard, that the preparation of the Budget is based, by its very nature, on assumptions about future events (in some cases outside the Company's control) that are generally characterized by inherently subjective elements and uncertainties. It follows therefrom that, even if the forecast data has been prepared by the Company as accurately as possible and on the basis of the best estimates available, some of the predicted events on which such data is based might not occur or might occur to an extent that is different from the scenario that has been envisaged, whereas unforeseeable events can occur when the forecast is being prepared that can give rise to deviations (that can also be significant) between actual values and forecasted values. Therefore, the Company will continue to monitor the trend in the factors that have been taken into consideration, so as to be able to take, if the necessary prerequisites were to be fulfilled, the most appropriate corrective measures (if the circumstances so dictate).

From a financial point of view, the Company has moreover envisaged taking a series of actions needed to ensure that financial resources and cash requirements are managed in an adequate manner in order to allow it to meet any needs arising from its operational, investments and financial activities falling due in the next 12 months. The Company plans, in particular, to cover its financial needs through:

- cash flows generated by ordinary activities including, among others, any additional net operational cash flows generated as a result of competing in European competitions in the upcoming football season;

- the possible sale of available company assets and, in particular, player registration rights, which could lead to gain compare to the current carrying amount, in line with what has happened in recent years (also taking into account the fact that the overall market value of the player registration rights is higher than the carrying amount and this represent a solid financial and economic surplus on which the Group can rely on). However, it should be noted that the transfer of player registration rights is, in any case, subject not only to the condition that the two football clubs agree, but also to the player's acceptance thereof, whose decision is outside any corporate control.

Furthermore, it should be noted that the main shareholder has, through the parent company NEEP Roma Holding S.p.A., never failed to fulfil its commitments in the past.

The Company based on the abovementioned consideration and having carried out the necessary checks, believe that there is a reasonable expectation that the aforementioned actions could be successful put in place in order to ensure that the financial resources are properly managed and its ordinary cash

requirements are fulfilled in an adequate manner. For these reasons, the going concern assumptions were applied when preparing this consolidated interim balance sheet.

Main sources of uncertainty in estimates used in the financial statements

The preparation of financial statements and the Notes based on application of the IFRS requires that Directors use estimates and assumptions that have an effect on assets and liabilities and on the disclosure of potential assets and liabilities at the reporting date. The estimates and assumptions used are based on experience and other factors considered material. The final results may differ from these estimates. The estimates and assumptions are periodically reviewed and the effects of every variation are reflected immediately in the income statement or shareholders' equity for the reporting period when the estimate was made.

The most significant items impacted by these situations of uncertainty are media revenues, players' registration rights and provisions for risks and charges.

Player registration rights

The player registration rights which are initially recorded at the acquisition cost and subsequently adjusted for any impairment losses.

The Company identify indicators of impairment when it becomes clear by the statutory closing date that:

i) a player will not be able to play again with the club, for example if he suffers a career-threatening injury or he is permanently unable to play professional football, then the net book value of the player's registration on the balance sheet must be fully impaired in that reporting period. The following events do not represent a cause for recognising impairment loss:

- A player suffers an injury in a reporting period and is temporarily unable to play professional football with the club, or
- A player suffers a decline in fitness or ability and is not selected for participation in first-team matches

Media revenues

Starting from the 2018/2019 financial year, the criteria for distributing the national audiovisual rights in force were adjusted on the basis of the contents of Budget Law No. 205 of December 27, 2017.

More specifically, the main changes to the distribution of television rights for football teams consisted of:

– 50% for the fixed portion of the proceeds for all the teams competing in the Serie A Championship;

– 30% of the proceeds distributed on the basis of sporting results achieved by the clubs. More specifically:

- 15% of the proceeds will be distributed on the basis of the sports results that have been achieved in the last championship, of which:

  a) 12% on the basis of the position reached by each team in the final Serie A Championship league table;

  b) 3% based on the points earned by each team in the last Serie A Championship;

- 10% based on the results achieved in the last five championships prior to the season;
- 5% based on the results achieved at international and national level starting from the 1946/1947 sports season up to the sixth season prior to the football season;

- 20% for the share allocated on the basis of the club's local roots. The approved policy assigns:

- 12% of proceeds in consideration of the number of paying spectators who purchased tickets to attend home matches played in the last three championships;

- 8% on the basis of the television audience certified by Auditel for the full broadcasting of Serie A Championship matches for the football season.

Most of the revenues generated from national audiovisual rights are not certain on the date on which the nine-month financial statements are closed, since they are based on data that can only become certain at the end of reference sports season. For this reason, the determination of these revenues is based on observations of historical and forecast data.

The main assumption based on the position in Serie A Championship is confirmed at date of the Interim Condensed Consolidated Financial Statements.

Provisions for risks and charges

Provisions for risks and charges cover costs of a known nature, that were certain or probable but whose amount or due date was uncertain at year end. Provisions are recorded following a legal or constructive obligation as a result of past events and when it is probable that an outflow of resources will be required. Provisions are posted for accounting purposes in accordance with IAS 37, when:

- the company is bound by a current (legal or implied) obligation as a result of a past event;
- it is probable that economic resources will have to be used to satisfy this obligation;
- it is possible to reliably estimate the amount necessary to fulfil the obligation.

The Provisions are made on the basis of the Directors' knowledge of similar obligations incurred in prior financial years and the amount of the current obligation, with the support of the Group's in-house counsel.

Information regarding operating performance by business sector and geographical area

The primary business consists of participating in national and international football competitions, held by the Parent Company **A.S. Roma Spa**; consequently, the financial and asset components of the financial statements can be attributed essentially to this type of activity. Furthermore, the greater part of the Company's business activity is carried out at a national level.

The subsidiary company **Soccer SAS** is responsible for complementary and ancillary activities, such as Merchandising, Promo-Advertising activities and Licensing and, since February 2015, Media activities,

leased by Media Co, with the operational support of the subsidiary company Roma Studio Srl, active since the end of June 2018.

The information by business segment and by geographical area, presented in compliance with IFRS 8, is prepared according to the same accounting standards adopted in the preparation and presentation of the consolidated financial statements.

The A.S. Roma Group is organized in two main operational areas: Sports Area and Commercial Area. Starting from January 2007, the commercial area (marketing, licensing, editorial, advertising, sponsorship) was conferred to Soccer Sas, set up for this purpose and 99,98% held by A.S. Roma. In the 2014-2015 fiscal year there was a reorganization of the commercial activities with the set up of a new company, ASR Media and Sponsorship Srl, to which all the commercial activities were conferred with the exception of the AS Roma core business, the whose management was subsequently delegated to the subsidiary Soccer SAS. In January 2018, **Roma Studio** was set up, entirely controlled by the Parent Company and active since last June, as part of a reorganization of all the Group's media, multimedia and communication activities. In particular, the business unit consisting of tele-broadcasting authorizations and operating contracts related to the performance of business activities was conferred by AS Roma.

Therefore, to supplement the information presented therein, segment reporting is shown in the following table:

Consolidated Financial Statements for the nine months ended March 31, 2019	**Sports**	**Commercial**	**Total**
Revenue from matchday	59,978	0	59,978
Other revenue	0	6,027	6,027
Sponsorships	13,526	5,143	18,669
Media and image rights	91,201	4,848	96,049
Advertising	7	8,865	8,872
Other revenue	8,351	312	8,663
Total revenue	**173,063**	**25,195**	**198,258**
Purchase of consumables	(3,448)	(2,760)	(6,208)
Changes in Inventory	0	187	187
Cost of services	(30,761)	(8,758)	(39,519)
Cost of use of third-party assets	(6,448)	(1,663)	(8,111)
Personnel costs	(140,906)	(5,647)	(146,553)
Other expenses	(3,866)	(1,070)	(4,936)
Depreciation, amortization and other write-downs	(63,163)	(1,755)	(64,918)
Total Operating Costs	**(248,592)**	**(21,466)**	**(270,058)**
Change in provision related to income tax	(663)		(663)
Net gain on players registration rights sale	71,270	0	71,270
Earnings Before Interest and Taxes	**(4,922)**	**3,729**	**(1,193)**

Reconciliation EBIT – Net loss for the nine months ended	**Sports**	**Commercial**	**Total**
Earnings Before Interest and Taxes	**(4,922)**	**3,729**	**(1,193)**
Net financial expenses	*(21,242)*		*(21,242)*
Income taxes	*(6,541)*	*0*	*(6,541)*
Net loss attributable to Non-controlling interests	*(72)*	*0*	*(72)*
Net loss	**(32,633)**	**3,729**	**(28,905)**

Management of financial risks

The following Interim Consolidated Financial Statement is prepared in compliance with the IFRS 7 provisions

The main financial risks connected to the ordinary business of A.S. Roma Group operations may be summarized as follows:

Credit risk

The Group has adopted suitable procedures to minimize its exposure to credit risk. In particular, trade receivables towards Italian football clubs are secured through guarantees, required by the federal regulations relating to transfer campaigns, within the clearing house system organized by Lega Nazionale Professionisti Serie A. Receivables towards foreign football clubs are usually secured by bank guarantees: these are claimed towards clubs belonging to European federations within the UEFA or within FIFA and, therefore, subject to the regulations in force of these international organizations which ensure the protection of property rights related to the participation in international and national competitions.

Receivables related to revenues from contracts for the licensing of audiovisual rights, traded centrally by the LNP, starting from the 2010-2011 fiscal year, are not backed by guarantees. However, due to many years of experience and given the high standing of the Reference Issuers, significant default risks are not expected. Residual unsecured receivables, which constitute a non-significant part of the total receivables, are monitored by the Company, which assesses the solvency risks also by making specific provisions for bad debts.

Interest rate risk

For medium-long term loans, provided under the loan agreement signed with Goldman Sachs International and Unicredit SpA, as amended on June 22, 2017, there are an interest rate risks partially mitigated, as they are substantially set at a fixed rate (variable but with minimum pre-established value). For other financial instruments, mainly consisting of credit lines on bank accounts credit lines and factoring, we do not believe that there are any risks of interest rates, due to the short term duration for repayment and the stability of interest rates. Therefore, it is not considered necessary to present a sensitivity analysis on the effects that could be generated on the Income Statement and on Shareholders' Equity, following an unexpected and unfavorable change in interest rates.

Exchange rate risk

A.S. Roma Group carries out nearly all transactions (both purchases and sales) in Euro; As a result, it is not exposed in any significant way to the risk of exchange rate fluctuations.

Derivative financial instruments risk

A.S. Roma Group does not have derivative financial instruments, nor hedging and trading instruments.

Liquidity risk

Liquidity risk is the risk that available cash flow may fall short of the obligations and liabilities falling due. The Company manages liquidity risk by keeping the total amount of credit facilities in place with a number of premier banking institutions at a level sufficient to prevent cash flow shortages from arising and ensure that operating and investment requirements are satisfied.

In particular, it should be noted that the capacity to meet its ordinary cash requirements could be conditioned by the mechanism for channeling cash and cash equivalents as per the Loan Agreement signed on February 2015 with Goldman Sachs and Unicredit, as "Mandated Lead Arranger and Bookrunner ", and amended by the Modification Agreement on June 2017. The Financing Agreement provides for a mandatory mechanism for channeling cash collections and use of cash and cash equivalents to guarantee the exact fulfillment of the obligations assumed, which is defined by the *pro-soluto* transfer of receivables or the appointment of MediaCo as collection agent, with the task of collecting all the receivables assigned as guarantee, by collecting each payment made by, or on behalf of, the debtors of AS Roma and Soccer, related in particular to television rights for Serie A championship and European competitions, licensing and sponsorship activities, as well as the so-called "direct media rights", whose activities are currently connected to the

"Roma TV" television channel and the "Roma Radio" radio channel, as well as to the other activities carried out on digital platforms (eg website, Facebook, Twitter, WeChat, Instagram, YouTube, Pinterest, Giphy, Weibo). By virtue of this contractually provided mechanism, the use of the Group's cash assets may be temporarily limited, with negative effects on the cash available to meet the very short-term cash needs, such as to prevent the payment of debts by the due dates contractually defined, that, in the specific case of debts towards football clubs for the transfer of players, and emoluments, including taxes and social deductions, accrued in respect of registered personnel, may prejudice the issuance of the National License, for registration in the Serie A Championship A, and of the UEFA License, for participating in European competitions. If the Company failed to participate in the Serie A Championship A and European competition, it would not obtain the revenues by the Italian Football League and Uefa.

Risk related to financial covenants

Certain loan agreements are backed by covenants, forfeiture of the benefit of the term, cross default clauses and commitments, whose violation or activation could lead to the end of the contract and the obligation of early repayment, with significant negative impacts on the economic, financial and equity situation of the Group, which could compromise its going concern.

In particular, with respect to the Loan Agreement signed on February 2015 with Goldman Sachs and Unicredit, as "Mandated Lead Arranger and Bookrunner", it should be noted that as of March 31, 2019 the covenants are met for all quarters starting from June 30, 2015 (the first date quarter end being reported), no event of violation of negative pledges occurred and no events occurred that entailed the term benefit or mandatory early repayment.

1. INTANGIBLE ASSETS

Intangible Assets amounting to EUR 275,200 thousand as at March 31, 2019 (EUR 263,540 thousand as at June 30, 2018) recorded a net increase of EUR 11,660 thousand in the past nine months, mainly due to investments in player registration rights completed during the summer transfer campaign, partly offset by the resulting higher incidence of related amortization.

(Amounts in thousands of EUR)	At June 30, 2018			Historic cost		Accumulated amortization		At March 31, 2019		
	Historic cost	Accumulated amortization	Net Value	Additions	Disposal	Amortization	Other vari-ations	Historic cost	Accumulated amortization	Net Value
Player registration rights	339,254	(101,335)	237,920	92,155	(41,827)	(62,079)	27,315	389,581	(136,098)	253,483
Concessions, Brands, Licenses and Similar Rights	750	(646)	104	50	-	(70)	-	800	(716)	84
Business unit radio	3,535	(291)	3,244			(143)		3,535	(434)	3,101
Other intangible assets	22,223	(3,496)	18,727	3,639	(4,080)	(649)	895	21,782	(3,250)	18,532
Fixed assets under construction and advance payments	3,545		3,545	3,519	(7,064)	-	-	-	-	-
Total	**369,307**	**(105,768)**	**263,540**	**99,363**	**(52,971)**	**(62,941)**	**28,210**	**415,698**	**(140,498)**	**275,200**

Player registration rights

Player registration rights, amounting to EUR 253,483 thousand as at March 31, 2019 (EUR 237,920 thousand as at June 30, 2018) and expressed net of their accumulated amortization, refer to the registration rights of the professional players. It should be noted that this item does not include the values of free agent players, nor those coming from the youth sector.

Player registration rights represent a typical item of football clubs, and express the net book value of the registration rights of professional players. It is a multi-year, intangible asset, as its value corresponds to an advantageous situation for the club holding this right, compared to other clubs, destined to last over time. The benefit correlated to the purchase of each right is represented by the player's performance, which is a prerequisite for any revenue increases during the period.

A net increase amounting to 15,563 thousand was recorded, which represent the net effect of the additions made during the summer session of the Transfer Campaign, compared to the increased amortizations and disposal transfers of rights. In particular, the following variations should be noted:

1. Gross additions during the period for the acquisition of registration rights amounted to EUR 96,638 thousand. Net additions takes into account EUR 9,620 thousand for capitalization of additional direct transaction costs and EUR 4,483 thousand related to time discounting effect to align the value of the rights acquired to payments to be made under relevant contracts with an expiry of more than 12 months. Consequently, the net investments made in acquiring registration rights amounted to EUR 92,155 thousand as indicated in the table above;

2. the net book value of the final transfer of the player registration rights amounted to EUR 14,513 thousand, including EUR 1,217 thousand as loss on disposal arising from the adjustment to align the net value of revenues from player registration rights contracts;

3. EUR 62,079 thousand for amortizations relevant to the period.

The following tables contain the breakdown of values of player registration rights, the changes occurred during the period and the direct ancillary costs. Additional information is provided in the "Multi-year Player Identification Table", as required by the Covisoc–FIGC and included as an annex hereto.

Player	Historical cost At June 30, 2018	Increases for acquisitions	Decreases for transfers and terminations	Historical cost At March 31, 2019	Contract expiry	Contract outstanding years	Accumulated Amortization At June 30, 2018	Decreases for transfers and terminations	Amortization for the period ending March 31, 2019	Total Accumulated Amortization At March 31, 2019	Net Carrying value Value
AGOSTINELLI	0	120	0	120	2021	3	0	0	(26)	(26)	94
ALISSON	8,300	0	(8,300)	0	2021	0	(3,320)	3,406	(86)	0	0
ANOCIC	400	0	0	400	2020	2	(311)	0	(34)	(345)	55
ANTONUCCI	250	0	0	250	2022	4	(110)	0	(26)	(136)	114
BAMBA MORI	0	35	0	35	2021	3	0	0	(9)	(9)	26
BESUIJEN	270	0	0	270	2020	2	(81)	0	(71)	(152)	118
BIANDA	6,245	0	0	6,245	2023	5	0	0	(937)	(937)	5,308
BOER	0	450	0	450	2021	3	0	0	(89)	(89)	361
BOUAH	0	125	0	125	2021	3	0	0	(12)	(12)	113
BUSO	0	30	0	30	2020	2	0	0	(10)	(10)	20
CALAFIORI	0	35	0	35	2021	3	0	0	(9)	(9)	26
CAPRADOSSI	160	0	0	160	2020	2	(69)	0	(34)	(103)	57
CARGNELUTTI	25	0	0	25	2020	2	(8)	0	(6)	(14)	11
CELAR	750	0	0	750	2021	3	(175)	0	(144)	(319)	431
CENGIZ UNDER	15,601	1,282	0	16,883	2022	4	(2.935)	0	(2.377)	(5,312)	11,571
CERANTOLA	0	1,500	0	1,500	2022	4	0	0	(272)	(272)	1,228
COLY SIDY KEBA	168	0	0	168	2021	3	(47)	0	(30)	(77)	91
CORIC	9,000	0	0	9,000	2023	5	0	0	(1.351)	(1,351)	7,649
CRISTANTE	0	27,600	0	27,600	2023	5	0	0	(3.892)	(3,892)	23,708
DEFREL	17,491	0	0	17,491	2022	4	(1,564)	0	(2.935)	(4,499)	12,992
DZEKO	21,053	0	0	21,053	2020	2	(11,791)	0	(3.476)	(15,267)	5,786
EL SHARAAWY	13,000	0	0	13,000	2020	2	(6,500)	0	(2.440)	(8,940)	4,060
FAZIO	3,200	0	0	3,200	2020	2	(1,067)	0	(801)	(1,868)	1,332
FLORENZI	2,500	2,000	0	4,500	2023	5	(2,250)	0	(278)	(2,528)	1,972
GERSON	20,100	0	0	20,100	2021	3	(7,901)	0	(3.052)	(10,953)	9,147
GONALONS	8,200	0	0	8,200	2021	3	(2,050)	0	(1.539)	(3,589)	4,611
GYOMBER	1,500	0	(1,500)	0	2019	0	(1,000)	1,062	(62)	0	0
H'MAIDAT	1,721	0	(1,721)	0	2020	2	(1,721)	1,721	0	0	0
JUAN JESUS	8,847	0	0	8,847	2021	3	(2,826)	0	(1.507)	(4,333)	4,514
KARSDORP	16,600	0	0	16,600	2022	4	(3,320)	0	(2.492)	(5,812)	10,788
KLUIVERT	21,250	0	0	21,250	2023	5	0	0	(3.190)	(3,190)	18,060
KOLAROV	5,563	0	0	5,563	2020	2	(1,782)	0	(1.419)	(3,201)	2,362
MANOLAS	16,600	0	0	16,600	2022	4	(10,099)	0	(1.220)	(11,319)	5,281
MARCANO	0	2,000	0	2,000	2021	3	(1)	0	(495)	(496)	1,504
MASANGU	457	0	0	457	2020	2	(137)	0	(120)	(257)	200

MIRANTE	4,450	0	0	4,450	2021	3	0	0	(1.114)	(1,114)	3,336
MENDEZ	1,397	0	(1,397)	0	2019	0	(1,397)	1,397	0	0	0
NANI	1,361	0	0	1,361	2020	2	(478)	0	(332)	(810)	551
NURA	2,575	0	(2,575)	0	2021	3	(1,113)	1,359	(246)	0	0
NZONZI	0	29,431	0	29,431	2022	4	0	0	(4.662)	(4,662)	24,769
OLSEN	0	11,300	0	11,300	2023	5	0	0	(1.531)	(1,531)	9,769
OMBIOGNO	59	0	(59)	0	2020	0	(59)	59	0	0	0
OMIC	85	0	(85)	0	2018	0	(85)	85	0	0	0
PASTORE	25,661	0	0	25,661	2023	5	0	0	(3.853)	(3,853)	21,808
PELLEGRINI LORENZO	13,165	0	0	13,165	2022	4	(2,633)	0	(1.977)	(4,610)	8,555
PELLEGRINI LUCA	1,100	150	0	1,250	2022	4	(80)	0	(193)	(273)	977
PERES	13,469	0	0	13,469	2021	3	(4,269)	0	(2.302)	(6,571)	6,898
PEROTTI	12,600	0	0	12,600	2021	3	(6,313)	0	(1.573)	(7,886)	4,714
PERSSON	0	80	0	80	2021	3	0	0	(1)	(1)	79
PONCE	7,029	0	0	7,029	2020	2	(4,119)	0	(1.092)	(5,211)	1,818
RADONJIC	4,140	0	(4,140)	0	2019	0	(3,211)	3,351	(140)	0	0
REZAN	190	0	0	190	2020	2	(60)	0	(49)	(109)	81
RICCARDI	60	0	0	60	2020	2	(33)	0	(20)	(53)	7
RICCI MATTEO	100	0	(100)	0	2019	0	(50)	54	(4)	0	0
SADIQ	2,500	0	0	2,500	2021	3	(1,094)	0	(352)	(1,446)	1,054
SANTON	10,000	0	0	10,000	2022	4	0	0	(1.877)	(1,877)	8,123
SCHICK	20,623	20,500	0	41,123	2022	4	(1,828)	0	(7.282)	(9,110)	32,013
SEK	1,000	0	0	1,000	2021	4	(392)	0	(152)	(544)	456
STROOTMAN	21,950	0	(21,950)	0	2022	0	(14,526)	14,821	(295)	0	0
VERDE	200	0	0	200	2020	3	(111)	0	(33)	(144)	56
ZANIOLO	5,700	0	0	5,700	2023	5	0	0	(855)	(855)	4,845
Total undiscounted amount	**348,665**	**96,638**	**(41,827)**	**403,476**		**170**	**102,916**	**27,315**	**(64.376)**	**(139,977)**	**263,499**
IAS Discounting	(9,411)	(4,483)	0	(13,894)			1,581		2.297	3,878	(10,016)
TOTAL	**339,254**	**92,155**	**(41,827)**	**389,582**			**(101,335)**	**27,315**	**(62,079)**	**(136,099)**	**253,483**

It should be noted that, for the transfer of Player Patrik Schick, it was taken into account, on March 31, 2019, that the virtual certainty of the transfer price condition, to be realized by February 1, 2020, according to which A.S. Roma must pay additional consideration to U.C. Sampdoria equal to 50% of the transfer price with a minimum on such value of EUR 20 million, had been fulfilled. It should be additionally noted that such amount will in any case be owed if the player is still a member of A.S. Roma at such date.

Concessions, Trademarks, Licenses and Similar Rights

The Concessions, Trademarks, Licenses and Similar Rights amount, as at March 31, 2019, to EUR 84 thousand (EUR 104 thousand as at June 30, 2018), and are related to the residual value of trademarks registered by AS Roma Group, primarily connected to commercial use software licenses.

Business unit - radio broadcasting

As at March 31, 2019, the Company had net assets amounting to EUR 3,101 thousand (EUR 3,244 thousand as at June 30, 2018), due to the acquisition in the second half of 2016 of the business unit comprising of television broadcasting licenses and related transmission systems of the TVR Voxson Group, required for television broadcasting activity. These activities record a decrease of EUR 143 thousand as a result of the amortization recorded in the period.

Other intangible assets

Other intangible assets amounting to EUR 18,532 thousand (EUR 18,727 thousand as at June 30, 2018), net of the related amortization, which are down by EUR 195 thousand in the current period, are comprised of the investments made and taking into account their relative depreciation.

The amounts are comprised of:

AS Roma Library

EUR 16,246 thousand as at March 31, 2019 (EUR 16,385 thousand as at June 30, 2018) for the AS Roma Library, of which EUR 15,864 thousand (EUR 16,000 thousand as at June 30, 2018) relate to the residual exclusive rights acquired from the Italian State-owned Television RAI in 2007 for the commercial exploitation and economic use of all the images of AS Roma's home games and everything directly related thereto and recorded in the RAI archives, which decreased by EUR 136 thousand during the period on account of the related amortizations accruing during such year. The outstanding part amounting to EUR 382 thousand (EUR 385 thousand as at June 30, 2018) concerns the improvement in the value of multimedia products, net of the depreciation thereof during such year, which amounts to EUR 3 thousand. These fixed assets have been deemed to have a finite useful life, with reference to the period in which they might possibly be exploited, equal to another 88 years.

Other intangible assets

The other intangible assets as at March 31, 2019 amount to EUR 2,286 thousand (EUR 2,342 thousand as at June 30, 2018), and concern:

- EUR 2,229 thousand, related to the Parent Company and the transaction price paid for the exclusive pre-emptive right to acquire future registration rights of a young player, to be exercised in the 2019-2020 football season. Such activity, recorded for EUR 2,353 thousand in the previous financial year within assets under construction, records an increase in the pertinent period of EUR 172 thousand, due to additional investments made and due to additional investments made and a decrease of EUR 296 thousand for amortization during such year;
- EUR 57 thousand (EUR 2,342 thousand as at June 30, 2018) from other intangible assets comprising of investments for website creation, equal to EUR 269 thousand as at June 30, 2018, downward of EUR 212 thousand equal to the depreciation. The previous financial year experienced improvements of EUR 2,073 thousand towards third party assets related to the Trigoria Sports Center, and have been reclassified during this period within Buildings for a better presentation in the financial report.

Assets under construction and Prepaid expenses

The intangible assets under construction and prepaid expenses, not recorded as at March 31, 2019 and amounting to EUR 3,545 thousand as at June 30, 2018, have been reclassified this period for EUR 2,353 thousand within other intangible assets, as described above and, for the remaining EUR 1,192 thousand, within fixed assets under constructions as they concern to works for improvements on the Trigoria Sports Center.

2. TANGIBLE ASSETS

Tangible assets amounting to EUR 7,399 thousand as at March 31, 2019 (EUR 1,550 thousand as at June 30, 2018), recorded a net increase of EUR 5,849 thousand during the year, which took into account the depreciation accruing during the period amounting to EUR 632 thousand. The operations that occurred during the period are shown in the following table:

(Amounts in thousands of EUR)	At June 30, 2018			Historical cost		Accumulated depreciation		At March 31, 2019		
	Historical cost	Accumulated depreciation	Net Value	Additions	Disposals	Depreciation	Other variations	Historical cost	Accumulated depreciation	Net Value
Land and Buildings	**-**	**-**	**-**	**3,959**	**-**	**(347)**	**(775)**	**3,959**	**(1,122)**	**2,837**
Plants and machinery	**725**	**(247)**	**478**	**6**	**-**	**(79)**	**-**	**731**	**(326)**	**405**
Industrial and Commercial Equipment	**1,295**	**(1,149)**	**146**	**38**	**-**	**(34)**	**-**	**1,333**	**(1,183)**	**150**
Other assets	**3,418**	**(2,502)**	**916**	**60**	**-**	**(172)**	**(18)**	**3,478**	**(2,692)**	**786**
- Office, electric and electronic equipment	1,779	(1,192)	587	42	-	(99)	-	1,821	(1,291)	530
- Motor vehicles and Cars	517	(430)	87	-	-	(46)	-	517	(476)	41
- Furniture and Furnishings	1,056	(839)	217	-	-	(22)	-	1,056	(861)	195
- Other assets	66	(41)	25	18	-	(5)	(18)	84	(64)	20
Assets under construction and advance payments	**10**	**-**	**10**	**7,166**	**(3,955)**	**-**	**-**	**3,221**	**-**	**3,221**
Total	**5,448**	**(3,898)**	**1,550**	**11,229**	**(3,955)**	**(632)**	**(793)**	**12,722**	**(5,323)**	**7,399**

Land and Buildings

The Buildings, amounting to EUR 2,837 thousand as at March 31, 2019 and not present as at June 30, 2018, comprises the costs incurred for improvements to the Trigoria Training Complex, for the new Viale Tolstoj headquarter and AS Roma Stores locations, previously classified within other intangible assets.

Plants and Machinery

The Plants and Machinery as at March 31, 2019 amount to EUR 405 thousand (EUR 478 thousand as at June 30, 2018), and concern the plants for surveillance, fire prevention and air conditioning systems of the Trigoria Sports Center and AS Roma Stores.

Industrial and Commercial Equipment

Industrial and Commercial Equipment as at March 31, 2019 amounts to EUR 150 thousand (EUR 146 thousand as at June 30, 2018), and concerns the equipment present at the Trigoria Sports Center, the viale Tolstoj and AS Roma Stores locations.

Other tangible assets

Other tangible assets as at March 31, 2019 amount to EUR 786 thousand (EUR 916 thousand as at June 30, 2018), and concern the electronic office equipment, motor vehicles and cars, furniture and furnishings, and other assets. The breakdown of this item is shown below:

Electronic Office Equipment

Electronic Office Equipment as at March 31, 2019 amounts to EUR 530 thousand (EUR 589 thousand as at June 30, 2018), and concerns the equipment present at the Trigoria Sports Center, the viale Tolstoj and AS Roma Stores locations.

Motor Vehicles and Cars

Motor Vehicles and Cars as at March 31, 2019 amount to EUR 41 thousand (EUR 87 thousand as at June 30, 2018), and primarily concern the Coach used by the First Team, acquired as financial leasing in December 2014.

Furniture and Furnishings

Furniture and Furnishings as at March 31, 2019 amount to EUR 195 thousand (EUR 217 thousand as at June 30, 2018), and concern furniture and furnishings present at the Trigoria Sports Center, the viale Tolstoj and AS Roma Stores locations.

Assets under construction and Prepaid expenses

Assets under construction and Prepaid expenses, amounting to EUR 3,221 thousand (EUR 10 thousand as at June 30, 2018), record an increase of EUR 3,211 thousand in the period, of which EUR 1,192 thousand reclassified from "Intangible asset under Construction", for the sake of a better exposure, related to fixed assets under construction of Trigoria Sports Center and works for improvements of Trigoria Center and the new viale Tolstoj administrative center.

The tangible assets are unencumbered by mortgages or liens.

3. OTHER NON-CURRENT ASSETS

Other non-current assets falling due after 12 months, amounted to EUR 41,323 thousand as at March 31, 2019 (EUR 72,647 thousand as at June 30, 2018), record a net decrease of EUR 31,324 thousand in the period, primarily due to increased proceeds generated during the period and the reclassification within current assets.

(Amounts in thousands of EUR)	At March 31, 2019	At June 30, 2018	Variations
Trade Receivables	20,032	51,365	(31,333)
Non-current financial assets	16,732	16,732	-
Other non-current assets	4,559	4,550	9
Total	**41,323**	**72,647**	**(31,324)**

Non-current Trade Receivables

Non-current trade receivables amounted to EUR 20,032 thousand as at March 31, 2019 (EUR 51,365 thousand as at June 30, 2018) falling due after 12 months relate to receivables arising from the transfer of player registration rights and are due from the following football clubs:

(Amounts in thousands of Euro)	Players	At March 31, 2019	At June 30, 2018	Changes
FC Antalyaspor Spor Faaliyetleri	Vainqueur	-	167	(167)
Atalanta Bergamasca Calcio	Tumminello	250	2,500	(2,250)
Bologna FC 1909	Destro e Skorupski	3,550	6,000	(3,050)
Genoa Cricket FC	Zukanovic	550	1,000	(450)
FC Internazionale Milano	Nainggolan	13,400	26,000	(12,600)
S.S. Napoli	Silva Duarte (Mario Rui)	183	1,833	(1,650)
A.C. Perugia Calcio	Gyomber	15	-	15
Delfino Pescara 1936	Dicombo	392	535	(143)
U.C. Sampdoria	Defrel	50	-	50
São Paulo Futebol Clube	Peres	190	-	190
US Sassuolo Calcio	Frattesi, Marchizza e Ricci	1,817	4,666	(2,849)
Tijuana Xoloitzcuintles de Caliente	Iturbe	1,000	2,500	(1,500)
FC Zenit – San Pietroburgo	Paredes	-	9,391	(9,391)
FIFA solidarity contribution and other credits	Various	194	-	194
Total		**21,591**	**54,592**	**(33,001)**
Actualization for discounting receivables from football clubs falling due after 12 months		(1,559)	(3,227)	1,668
Total		**20,032**	**51,365**	**(31,333)**

These non-current Trade Receivables recorded a net decrease of EUR 31,333 thousand in the period, taking into account the increase in market operations occurring during the summer transfer campaign and the decrease in set-offs of payables falling due within 12 months of the short term accrual period as at March 31, 2019.

It should be noted that EUR 1,559 thousand (EUR 3,227 thousand as at June 30, 2018) of the nominal value of the aforementioned receivables was adjusted at the end of the year on account of the appraisal of the discounted value of the receivables at the collection due dates falling due, under the related contracts, after 12 months.

Non-current financial assets

Non-current financial assets falling due after more than 12 months amounted to EUR 16,732 thousand as at March 31, 2019 (EUR 16,732 thousand as at June 30, 2018), of which EUR 16,600 thousand relates to the cash reserve provided for under the related *Loan Agreement* contract, which consisted in the subsidiary MediaCo and referred to the financing transaction that has already been described above.

The remaining non-current financial assets amounting to EUR 132 thousand relate to guarantees on the cash at bank and in handheld by Credito Sportivo (ICS) on bank current accounts with a view to securing the performance of the obligations undertaken in two loan agreements. This guarantee will remain valid until the financing has been fully repaid, expected to be by 2027.

Other non-current assets

Other non-current assets amounting to EUR 4,559 thousand as at March 31, 2019 (EUR 4,550 thousand EUR as at June 30, 2018) falling due after 12 months recorded a net increase of EUR 9 thousand in the period.

(Amounts in thousands of EUR)	At June 30, 2018	Increases	Decreases	At March 31, 2019
Security deposit for Trigoria lease	2,700	-	-	2,700
Other security deposits for utilities and services	422	73	-	495
Other tax payables	1,393	-	(64)	1,329
Generali - INA - Assitalia TFR Policies	35	-	-	35
Total	**4,550**	**73**	**(64)**	**4,559**

The Security deposit for Trigoria lease amounting to EUR 2,700 thousand, which did not change during the period, is for the Trigoria Training Complex with AS Roma Real Estate Srl, entered into in 2013 and which will expire on December 31, 2024 (this takes into account the fact that the lease was contractually extended during the course of the year).

The other Security deposits amount to EUR 495 thousand (EUR 422 thousand as at June 30, 2017), EUR 306 thousand (EUR 310 thousand as at June 30, 2018) of which concern Soccer Sas, mainly for the rental of Stores located in Piazza Colonna, Rome Est and Via del Corso. The outstanding amount of EUR 189 thousand (EUR 112 thousand as at June 30, 2018) refers to the Parent Company.

The tax receivables amounting to EUR 1,329 thousand (EUR 1,393 thousand as at June 30, 2018) are comprised of for EUR 3 thousand (EUR 67 thousand as at June 30, 2018) in corporate income tax credits and interest pertaining to previous financial years, for which the Parent Company has requested reimbursement and which were partially repaid during the period. The residual amount amounting to EUR 1,326 thousand (EUR 1,326 thousand as at June 30, 2018) refers to the remainder of the tax receivables payable to Soccer SAS and recoverable in the annual amount of EUR 700 thousand under relevant tax law by way of offsetting amounts due to such subsidiary with other tax charges due and payable.

CURRENT ASSETS

Current assets amount to a total of EUR 148,170 thousand (EUR 139,002 thousand as at June 30, 2018) as at March 31, 2019 and a net increase of EUR 9,168 thousand has been recorded in the period.

4. INVENTORIES

Inventories as at March 31, 2019 amounted to EUR 1,316 thousand (EUR 1,130 thousand as at June 30, 2018) and concern stocks of products and goods intended to be sold by Soccer SAS in the framework of its merchandising activities. A net increase of EUR 186 thousand has been recorded in the period, which was substantially due to the materials purchased in the first quarter of the year to be sold throughout the year. It should be noted that inventory have been valued based on the Weighted Average Cost.

5. CURRENT TRADE RECEIVABLES

Current trade receivables amount as at March 31, 2019 to EUR 78,481 thousand (EUR 70,919 thousand as at June 30, 2018), net of the provision for write-downs and have recorded a net increase of EUR 7,562 thousand in the period.

(Amounts in thousands of EUR)	**At March 31, 2019**	**At June 30, 2018**	**Variations**
Receivables from customers	18,829	23,305	(4,476)
Football clubs	36,600	36,154	446
Official Sponsors	14,080	4,703	9,377
Receivables from sector-specific entities	12,894	10,489	2,405
Receivables from parent companies	2,184	2,093	91
Total Receivables	**84,587**	**76,744**	**7,843**
Loss allowance	*(6,106)*	*(5,825)*	*(281)*
Total	**78,481**	**70,919**	**7,562**

The following table shows the movements for the period of the provisions for doubtful account receivables:

(Amounts in thousands of Euro)	**03.31.19**	Provisions	Utilizations	**06.30.18**
Loss allowance	6,106	1,164	(883)	5,825

The aforementioned trade receivables have been adjusted to their estimated realizable value. To this end, provision has been made based on expected loss of account receivables, the balance of which as at March 31, 2019 totaled EUR 6,106 thousand (EUR 5,825 thousand as at June 30, 2018). The provision increased by EUR 281 thousand due to the adjustment made in the period, amounting to EUR 1,344 thousand offset by decrease due to utilization by Soccer Sas amounting to EUR 1,063 thousand.

The Group uses the simplified IFRS 9 approach to estimate its expected loss on all trade receivables and related contractual activity with clients. The simplified approach can apply for these assets under which a lifetime expected loss allowance is always recognized. As a result there is no need to identify significant variation in credit risk.

In order to determine the expected credit loss, trade receivables were initially regrouped by counterparty (Third Parties and Public Administration) and subsequently only by receivables from third parties according to expiry date.

The rates on the expected credit loss are based on collection times over a period of 545 days before July 1, 2018, and on the relevant historic losses incurred on receivables over the same period. The rates of historic losses have been adjusted to reflect the current and future macroeconomic conditions that impact customers' capacity to repay their debts. The Group has identified the average default rate of Italian companies for the two-year period spanning 2018 and 2019 as a relevant reference to receivables from third parties, while it has found that receivables from the Public Administration are the primary risk for Italy as a country. These factors were used to adjust the rate relevant rates of historic loss.

Based on the above, the provision for write-downs of receivables to be collectively written down as at July 1, 2018 was determined as described in the table below. It should be noted that, based on the model described above, it is not expected to experience events so significant as to require adjustment of the provision for bad debt as at March 31, 2019.

Receivables from customers

Receivables from customers amounting to EUR 18,829 thousand as at March 31, 2019 (EUR 23,305 thousand as at June 30, 2018), gross of the related provisions for write-downs, and are comprised of for EUR 4,062 thousand from receivables from television broadcasters and for EUR 14,767 thousand from other trade receivables, record a decrease of EUR 4,476 thousand in the period. These receivables are as follows as at March 31, 2019:

(Amounts in thousands of Euro)	At March 31, 2019	At June 30, 2018	Variations
Receivables for AS Roma trade activity	2,292	2,908	(616)
Receivables for Soccer SAS trade activity	15,082	17,930	(2,848)
Receivables for other MediaCo activity	1,455	2,467	(1,012)
Total receivables from customers	**18,829**	**23,305**	**(4,476)**
(Provisions for bad debt)	*(6,106)*	*(5,825)*	*(281)*
Total receivables from customers	**12,723**	**17,480**	**(4,757)**

Receivables for AS Roma trade activity amounting to EUR 2,292 thousand (EUR 2,908 thousand as at June 30, 2018), decreased by EUR 616 thousand in the financial period and have been adjusted based on expected loss of account receivables as a result of the provisions for bad debt made in the amount of EUR 2,000 thousand. Accordingly, the net value of such receivables amounts to EUR 292 thousand.

The receivables for Soccer SAS activity amounting to EUR 15,082 thousand (EUR 17,930 thousand as at June 30, 2018), which decreased by EUR 2,848 thousand in the period, are substantially related to the sale of AS Roma trademark products (merchandising and licensing), and to promotional and advertising activities. These receivables have been adjusted based on expected loss of account receivables as a result of the provisions for doubtful account receivables made amounting to EUR 3,098 thousand. Accordingly, the net value of such receivables amounts to EUR 11,984 thousand.

Receivables for MediaCo activities amounting to EUR 1,455 thousand (EUR 2,467 thousand as at June 30, 2018) are related to receivables for television rights and other trade receivables. These receivables have been adjusted based on expected loss of account receivables as a result of the provisions for write-downs made in the amount of EUR 1,008 thousand and, therefore, the net value of such receivables amounts to EUR 447 thousand.

Receivables from football clubs

Receivables from football clubs amounting as at March 31, 2019 to EUR 36,600 thousand (EUR 36,154 thousand as at June 30, 2018) recorded a net increase of EUR 446 thousand, substantially due to the results of the summer transfer campaign, also in consideration of the proceeds collected in the year and the confluence of the portion of receivables falling due within 12 months, reclassified by the corresponding item of the non-current assets.

(Amounts in thousands of Euro)	Players	At March 31, 2019	At June 30, 2018	Changes
FC Antalyaspor Spor Faaliyetleri	Vainquer	500	333	167
Atalanta Bergamasca Calcio	Tumminello	2,500	2,500	-
Avellino	Falasco	9	90	(81)
S.S. Bari	Gyomber	14	140	(126)
Bologna FC 1909	Calabresi, Destro e Skorupski	5,270	5,700	(430)
Chelsea FC	Rudiger	954	1,096	(142)
Genoa Cricket FC	Zukanovic	500	500	-
FC Internazionale Milano	Nainggolan	13,800	12,000	1,800
ACF Fiorentina	Gerson	9	-	9
Lyngby BK	Rezan Corlu	21	-	21
Liverpool FC	Salah, Alisson	2,000	6	1,994
S.S.Napoli	Silva Duarte (Mario Rui)	1,858	2,083	(225)

Novara Calcio	Di Mariano	41	-	41
Olympique Lyonnais	Yanga Mbiwa	-	950	(950)
A.C. Perugia Calcio	Gyomber	170	-	170
Delfino Pescara 1936	Dicombo	1,170	265	905
Red Star FK	Radonjic	1,200	-	1,200
U.C. Sampdoria	Defrel	500	-	500
São Paulo Futebol Clube	Peres	618	-	618
US Sassuolo Calcio	Fattesi, Marchizza e Ricci	3,167	3,167	-
Sevilla FC	Kjaer	-	14	(14)
Tijuana Xoloitzcuintles de Caliente	Iturbe	2,050	1,500	550
Torino FC	Sadiq	25	250	(225)
Watford FC	Holebas	-	21	(21)
FC Zenit – San Pietroburgo	Paredes	76	5,538	(5,462)
Preparation bonuses	Various	22	-	22
Solidarity contributions and other minor receivables	Various	126	1	125
Total		**36,600**	**36,154**	**446**

Receivables from Italian football clubs totaling EUR 29,050 thousand (EUR 26,696 thousand as at June 30, 2018) were up by EUR 2,354 thousand in the period as a result of domestic market dynamics and will be settled through LNP Serie A.

Receivables from foreign clubs totaling EUR 7,550 thousand (EUR 9,458 thousand as at June 30, 2018) were down by EUR 1,908 thousand in the period.

Receivables from Official Sponsors

Receivables from Official Sponsors amounting as at March 31, 2019 to EUR 14,080 thousand (EUR 4,703 thousand as at June 30, 2018) were up by EUR 9,377 thousand in the period and are due for EUR 4,703 thousand (EUR 4,703 thousand as at June 30, 2018) to the Parent Company from Basic Italia (Kappa), which was the technical sponsor of A.S. Roma until the 2012-2013 football season. Such receivable relates to the last three quarterly instalments for the 2012-2013 financial year, in respect of which a bank guarantee was enforced so as to secure the contractual obligations undertaken by such Sponsor. This dispute is still pending before the courts. Specifically, AS Roma S.p.A. has lodged an appeal against the Court's judgment rejecting the application aimed at verifying a breach by BNL of its bank guarantee. The Club, assisted by its in-house counsel and in consideration of the Court of First Instance's insufficient and contradictory reasoning, deems that it has grounds to have the order overturned under appeal and therefore considers the risk not to collect the disputed receivable to be remote.

The residual amount totaling EUR 9,377 thousand relates to receivables accrued over the period, and EUR 225 thousand of which are for invoices to be issued. The balance is comprised of receivables from: Qatar Airways, Main Global Partner for EUR 5,613 thousand; Hyundai Motor Company, Global Automotive Partner and back jersey sponsor for EUR 653 thousand; Linkem Sponsor of the teams from the Youth Sector for EUR 1,111 thousand and NIKE, main technical sponsor, for EUR 2,000 thousand.

Receivables from Sector-Specific Entities

Receivables from Sector-Specific Entities amounting to EUR 12,894 thousand as at March 31, 2019 (EUR 10,489 thousand as at June 30, 2018) increased by EUR 2,405 thousand in the period and are owed by:

- **UEFA**, which owes EUR 8,892 thousand (EUR 9,578 thousand as at June 30, 2018), for proceeds accrued during the period, primarily attributable to the Market Pool, on account of the Parent Company having taken part in the 2018-2019 UEFA Champions League tournament;

- **LNP Serie A**, which owes EUR 4,000 thousand (EUR 64 thousand as at June 30, 2018), of which EUR 1,641 thousand are related to the revenues generated during the period from non-audio-visual Rights granted for the 2018-2019 football season, EUR 1,698 thousand for centralized television Rights, EUR 588 thousand for TIM Cup television rights and EUR 73 thousand for the unsettled account for football League transfers;

- **CONI Servizi** owes EUR 2 thousand (EUR 42 thousand as at June 30, 2018) for the costs charged for management the Stadio Olimpico's hospitality area.

It should be noted that the collection of receivables in the financial year as at June 30, 2018 from FIFA, amounting to EUR 800 thousand for revenues generated from the reimbursement received for the participation of AS Roma players in the 2018 World Cup held in Russia.

The following table describes the receivables owed by Sector-Specific Entities:

(Amounts in thousands of Euro)	At March 31, 2019	At June 30, 2018	Changes
UEFA	8,892	9,578	(686)
FIFA	-	800	(800)
FIGC	-	5	(5)
LNP Serie A	4,000	64	3,936
CONI Servizi	2	42	(40)
Total	**12,894**	**10,489**	**2,405**

Receivables from parent companies

Receivables from parent companies amounting as at March 31, 2019 to EUR 2,184 thousand (EUR 2,093 thousand as at June 30, 2018) are related to receivables due from AS Roma SPV LLC for the costs incurred in the current year and in previous years for the design and construction of the new Stadium, up by EUR 91 thousand in the period, which were charged back to the parent company under the existing agreements.

6. OTHER CURRENT ASSETS

Other current assets amounting to EUR 18,700 thousand (EUR 34,559 thousand as at June 30, 2018), net of the provisions for receivable write-downs, were down by EUR 15,859 thousand. They are comprised as following:

(Amounts in thousands of EUR)	At March 31, 2019			At June 30, 2018		
	Receivable	Provisions for bad debt	Net Receivables	Receivables	Provisions for bad debt	Net Receivables
Receivables from sector-specific entities	6,930	-	6,930	25,339	-	25,339
Advances to suppliers and third parties	963	(963)	-	980	(963)	17
Receivables from season tickets and ticketing	131	(123)	8	1,252	(123)	1,129
Receivables from parent companies	5,200	-	5,200	2,409	-	2,409
Receivables from related companies	472	-	472	470	-	470
Receivables from insurance claims	2,000	-	-	1,423	-	1,423
Receivables from social security bodies	81	-	81	61	-	61
Other receivables	-	-	-	161	-	161
Prepaid expenses	4,009	-	4,009	3,550	-	3,550
Totals	**19,786**	**(1,086)**	**18,700**	**35,645**	**(1,086)**	**34,559**

Receivables from sector-specific entities amounting to EUR 6,930 thousand (EUR 25.339 thousand as at June 30, 2018), down by EUR 18,409 thousand, are due from:

(Amounts in thousands of Euro)	At March 31, 2019	At June 30, 2018	Changes
Serie A Football League	6,915	25,322	(18,407)
Amateur League	15	17	(2)
Total	**6,930**	**25,339**	**(18,409)**

- Serie A Football League for EUR 6,915 thousand (EUR 25,322 thousand as at June 30, 2018), down by EUR 18,409 thousand in the year. These receivables consisted of EUR 6,915 thousand (EUR 24,257 thousand as at June 30, 2018) for the outstanding balance due for payments made during the period to the Serie A League in order to secure the transfers made in the transfer campaign and have decreased by a total of EUR 17,342 thousand. In particular, it should be noted that a decrease of EUR 20,002 thousand was recorded as a result of monthly instalments made to pay down the balance of transfer campaign debt that had been accrued over the year, and an increase of EUR 2,660 thousand was recorded for new payments to guarantee debt deriving from the unsettled Transfer Campaign account. This receivable can be paid in a short timeframe upon submitting an adequate bank or insurance guarantee.

  As at June 30, 2018, EUR 1,065 thousand was recorded on the current account (the "Championship Account") was down in the period, substantially due to the costs incurred for ordinary management.

- Lega Nazionale Dilettanti [Italian Amateur League] owed EUR 15 thousand (EUR 17 thousand as at June 30, 2018) for advances paid for the registration of players coming from the Youth Sector.

Receivables from advances to suppliers and third parties amounting to EUR 963 thousand (EUR 980 thousand as at June 30, 2018) have been entirely adjusted in previous financial years to the estimated realization cost. Of these receivables, EUR 300 thousand refer to the Parent Company for financial commissions that were paid, when registering for the Serie A championship in the 2003-2004 season, for the issuance of a guarantee that subsequently turned out not to be valid and for which criminal proceedings are currently on-going (an appeal is pending). The outstanding amount of EUR 663 thousand (EUR 619 thousand as at June 30, 2018) refers to Soccer SaS, for commercial advances that will be difficult to recover. An amount equal to these advances has been allocated to provisions for receivables write-downs.

Receivables from season-tickets and ticketing services amounting to EUR 131 thousand (EUR 1,252 thousand as at June 30, 2018) were for season-tickets subscribed during previous financial years that have been adjusted to the estimated realizable value by making provisions for receivable write-downs of EUR 123 thousand (EUR 123 thousand as at June 30, 2018). The decrease of EUR 1,121 thousand recorded in such year is substantially due to memberships subscribed at the end of the previous year for the 2018-2019 football season, which were collected in the month of July 2018.

Receivables from parent companies amounting to EUR 5,200 thouand (EUR 2,409 thousand as at June 30, 2018) were up by EUR 2,791 thousand in the period. Of this amount, EUR 5,160 thousand were due from NEEP Roma Holding S.p.A., (EUR 2,369 thousand as at June 30, 2018), of which EUR 441 thousand for tax losses and tax receivables of the AS Roma Group under the IRES Corporate Income Tax consolidation agreement signed with the Parent Company in December 2015. The outstanding balance amounting to EUR 4,719 thousand due from NEEP Roma Holding S.p.A. relates to AS Roma Group's net outstanding receivables that were accrued in the period and due from the Parent Company as a result of the Club's participation in the Group's consolidated 2017 tax returns.

The outstanding balance of EUR 40 thousand due from AS Roma SPV LLC relates to payments made in previous years on behalf of the indirect parent company for the subscription of the share capital of the associated company ASR Soccer LP S.r.l.

Receivables from related companies amounting to EUR 472 thousand (EUR 470 thousand as at June 30, 2018) are due from:

- SDS S.r.l. in liquidazione [in liquidation], which owes EUR 40 thousand (EUR 40 thousand as at June 30, 2018) for outstanding tax receivables attributed pro-rata to the Shareholders following the closure of the Company's liquidation, which took place in December 2013;
- Stadio TDV S.p.A., which owes EUR 432 thousand (EUR 430 thousand as at June 30, 2018), of which EUR 316 thousand (EUR 316 thousand as at June 30, 2018) for advances made for legal services rendered in connection with the new stadium and EUR 116 thousand (EUR 114 thousand as at June 30, 2018) for the outstanding receivable due for the charging back of expenses incurred.

Receivables from insurance premiums, amounting to EUR 2,000 thousand as at March 31, 2019,(EUR 1,423 thousand as at June 30, 2018) relate to insurance claims by club members for accidents.

Receivables from social security Institutions amounting to EUR 81 thousand (EUR 61 thousand as at June 30, 2018) consisted of receivables due from INPS [Italian Social Security Institution] amounting to EUR 67 thousand (EUR 47 thousand as at June 30, 2018) and Previndai amounting to EUR 14 thousand (EUR 14 thousand as at June 30, 2018), which are pending reimbursement.

Prepaid expenses of EUR 4,009 thousand (EUR 3,550 thousand as at June 30, 2018) were up by EUR 459 thousand in the period and related to:

(Amounts in thousands of Euro)	At March 31, 2019	At June 30, 2018	Variations
Registered players' salaries	2,511	-	2,511
Charges incurred for the acquisition of player registration rights	87	368	(281)
Bonuses paid to football teams	349	-	349
Fees for advisory and professional services	318	292	26
Leasing costs	372	207	165
Commissions and Bank Charges	292	206	86
Other costs	80	676	(596)
Costs for clothing, sports and technical equipment	-	1,443	(1,443)
Travel expenses	-	358	(358)
Total	**4,009**	**3,550**	**(459)**

- salaries of registered players amounting to EUR 2,511 thousand for the portion of salaries paid to technical personnel for the 2018-2019 football season, belonging to the fourth quarter of such period;
- charges incurred in acquiring player registration rights amounting to EUR 87 thousand (EUR 368 thousand as at June 30, 2018);
- bonuses paid to football teams amounting to EUR 349 thousand and related to the results of the transfer campaign;
- fees for advisory and professional services amounting to EUR 318 thousand (EUR 292 thousand as at June 30, 2018);
- lease costs incurred amounting to EUR 372 thousand (EUR 207 thousand as at June 30, 2018) primarily related to leasing of operating headquarters, commercial spaces, sport systems and corporate assets;

- bank fees and charges for the loan disbursed to ASR Media and Sponsorship Srl amounting to EUR 292 thousand (EUR 206 thousand as at June 30, 2018, including premiums for on guarantees and collateral);
- other costs incurred for administrative, organizational and services costs amounting to EUR 80 thousand (EUR 676 thousand as at June 30, 2018).

It should be noted that, as at June 30, 2018, the following costs were outstanding:

- the costs for clothing, sport and technical equipment amounting to EUR 1,443 thousand were primarily related to deliveries made by the Technical Sponsor, NIKE, at the end of the previous financial year for the upcoming 2018-2019 football season;
- travel expenses for friendly matches and summer transfers amounting to EUR 358 thousand.

7. TAX RECEIVABLES

Tax receivables as at March 31, 2019 amounted to EUR 2,835 thousand (EUR 1,496 thousand as at June 30, 2018), up by EUR 1,339 thousand in the period, and comprised the following:

(Amounts in thousands of EUR)	At March 31, 2019	At June 30, 2018	Changes
Corporate Income Tax (Ires)	-	4	(4)
Value Added Tax (VAT)	757	1,400	(643)
Regional Production Tax (Irap)	2,050	65	1,985
Personal Income Tax (Irpef)	21	26	(5)
Other tax receivables	7	1	6
Total	**2,835**	**1,496**	**1,339**

VAT receivable amounting to EUR 757 thousand (EUR 1,400 thousand as at June 30, 2018), EUR 707 thousand of which relates to the subsidiary Soccer SAS, was recorded in the 2016 VAT return. It will be used, within 12 months, to offset the payment of other taxes. This amount also includes the VAT receivable amounting to EUR 55 thousand owed to Roma Studio, which has opted to settle its Group VAT refund starting from 2019.

IRAP receivable amounting to EUR 2,050 thousand (EUR 65 thousand as at June 30, 2018) relates for EUR 1,984 thousand to advance payments made by the Parent Company in the 2018-2019 financial year, and for EUR 66 thousand to advance payments made by Soccer SAS in the 2014-2015 financial year in excess of the tax actually due.

Receivables from Irpef withholdings, amounting to EUR 21 thousand (EUR 26 thousand as at June 30, 2018), substantially concern receivables to be collected in future disbursements from withholding agents.

It should be noted that the balance of the IRES receivable as at June 30, 2018 amounts to EUR 4 thousand and relates to the residual amount to be used resulting from June 30, 2014 Ires tax return filed by the Parent Company.

8. CASH AND CASH EQUIVALENTS

Cash and cash equivalents amounted to EUR 46,838 thousand as at March 31, 2019 (EUR 30,898 thousand as at June 30, 2018) and recorded during the period a net increase of EUR 15,940 thousand, which refers to the cash held by the Parent Company amounting to EUR 21,034 thousand (EUR 19,141 thousand as at June 30, 2018); and the cash held by Soccer SAS amounting to EUR 2,857 thousand (EUR 953 thousand as at June 30, 2018); as well as EUR 22,600 thousand (EUR 10,780 thousand as at June 30, 2018) held by MediaCo, and EUR 347 thousand (EUR 24 thousand as at June 30, 2018) held by Roma Studio.

This item represents the cash held by the Company and the cash deposited with leading banks. There may be draw-down restrictions on all bank accounts held by MediaCo and Soccer SAS due to the loan agreement signed with Goldman Sachs and Unicredit in February 2015, and subsequent addendums. It should be made clear that such restriction is triggered only upon certain default events occurring and can be exercised only up to the limit of the existing funds and the outstanding amount owed.

EQUITY AND LIABILITIES

9. SHAREHOLDERS' EQUITY

The Consolidated Shareholders' Equity of the AS Roma Group, including third-party minority interests, as at March 31, 2019, recorded a loss of EUR 131,121 thousand (a loss of EUR 105,424 thousand as at June 30, 2018), which increased by EUR 25,697 thousand due to the consolidated loss recorded during the financial year amounting to EUR 28,905 thousand and the negative adjustment, in application of IFRS 15, of the actuarial gain (loss) reserve amounting to EUR 1,090 thousand; in application of IFRS 9, the positive adjustment of the actuarial gain (loss) reserve amounted to EUR 4,370 thousand.

The Directors of the Parent Company, in accordance with IAS 1(25), have concluded that there are no significant uncertainties as regards going concern. When making this assessment, they took into account, among others, the profitability and financial forecasts contained in the updated 2018-2019 consolidated forecasts ("Forecasts") and in the best estimates of the Company business. See the paragraph titled "*Business Continuity and Observations on Financial Aspects*" for more detailed information on the considerations made by the Directors in relation to the presumption of Going Concern.

Share Capital amounting to EUR 94,332 thousand (EUR 94,332 thousand as at June 30, 2018) is comprised of 628,882,320 ordinary shares with nominal value of EUR 0.15 each. An increase of EUR 34,697 thousand was recorded as a result of the increase of share capital, which was fully subscribed and paid in the month of June 2018 with the subscription of 231,312,432 newly issued shares. It should be noted that the number of authorized shares is equal to the number of shares issued, i.e., 628,882,320 ordinary shares, and has not changed in the period.

A share premium reserve amounting to EUR 21,003 thousand (EUR 75,346 thouand as at June 30, 2018), down in the period by EUR 54,343 thousand, was set up following share capital increases by the Parent Company of EUR 65,169 thousand and EUR 60,159 thousand in 2013-2014 and 2014-2015 respectively, also in consideration of the net transactions costs. These reserves were used to cover losses accrued from previous years. Specifically, EUR 49,982 thousand during the 2016-2017 financial year and EUR 54,343 thousand in the period, as resolved by the Shareholders' Meeting held on October 26, 2018.

The effects of the last two share capital issues, following the payments made by the shareholders, gross of transaction charges, are summarized below:

(Amounts in thousands of EUR)	S.C. Increase 2017-2018	S.C. Increase 2014-2015	Totals
Share capital	34,697	39,757	74,454
Share premium reserve	65,461	60,166	125,627
Total	**100,158**	**99,923**	**200,081**
Determined by the intervention of:			
- Controlling shareholders	94,302	79,486	173,788
- Third-party shareholders	5,856	20,437	26,293
Total	**100,158**	**99,923**	**200,081**

Legal reserve amounting to EUR 1,987 thousand remained unchanged during the period.

Actuarial profits (losses), which recorded a loss of EUR 763 thousand (losses of EUR 763 thousand as at June 30, 2018) and remained unchanged during the period, were adjusted to the Provision for employees' future benefits determined by external qualified professionals based on the relevant accounting standard (IAS 19 revised).

First Time Adoption Reserve recorded a loss of EUR 85,933 thousand that did not change during the period and which was determined, when the IAS/IFRS standards were applied for the first time, on the basis of the accounting balances as at July 1, 2005, mainly consisting in writing down the outstanding portions for the Junior Team Costs and the Long-term Charges to be depreciated under Article 18- bis of Law No. 91/81.

Capital Contribution paid in by shareholders for future capital increase amounting to EUR 13 thousand (EUR 13 thousand as at June 30, 2018) remained unchanged during the period.

Retained losses recorded a loss of EUR 132,322 thousand (loss of EUR 164,446 thousand as at June 30, 2018), with an additional loss of EUR 32,124 thousand in the period due to the reduction of EUR 54,343 thousand for the partial cover of previous years' operating losses incurred by the Parent Company and from the decrease of EUR 4,369 thousand due to the positive effect of the first time application of accounting standard **IFRS 9**, with regard to the posting of the amending agreement of the loan entered into with Goldman Sachs International and Unicredit in June 2017.

These positive components are offset, in part, by the carrying forward of consolidated losses amounting to EUR 25,498 thousand accrued from the prior financial year, and from the negative effects of the first time application of accounting standard **IFRS 9**, with regard to the posting of sponsorship proceeds of EUR 1,090 thousand.

Non-controlling interests, namely a loss of EUR 533 thousand (loss of EUR 462 thousand as at June 30, 2018), up by EUR 71 thousand due to the share to be attributed to third parties of the loss accrued in the period. Minority interest Equity consists of the minority interest held in Soccer SAS amounting to EUR 24 thousand and the Reserves (losses) amounting to EUR 485 thousand. A loss of EUR 71 thousand was recorded (whereas a loss of EUR 225 thousand was recorded as at June 30, 2018): it was attributable to the third-party shareholders of Soccer Sas (in this case the general partner Brand Management S.r.l. and ASR Soccer LP).

NON-CURRENT LIABILITIES

Non-current liabilities as at March 31, 2019 totaled EUR 327,444 thousand (EUR 352,781 thousand as at June 30, 2018) and recorded a net decrease of EUR 25,337 thousand in the period, largely due to the reduced incidence of long-term loans and trade payables:

(Amounts in thousands of EUR)	At March 31, 2019	At June 30, 2018	Changes
Long-term debt	216,091	228,631	(12,540)
Employee benefits liabilities	3,994	3,578	416
Trade payables	91,163	105,269	(14,106)
Provision for tax charges and deferred taxes liabilities	1,528	865	663
Other Provisions	5,131	3,845	1,286
Other non-current liabilities	9,537	10,593	(1,056)
Total	**327,444**	**352,781**	**25,337**

10. LONG-TERM DEBT

Long-term debt amounted to EUR 216,091 thousand as at March 31, 2019 (EUR 228,631 thousand as at June 30, 2018) and were down by EUR 12,540 thousand over the course of the period. The loans were comprised as follows:

- EUR 189,374 thousand (EUR 201,812 thousand as at June 30, 2018) related to loans payable to Goldman Sachs International and Unicredit S.p.A., down by EUR 12,438 thousand in the period, essentially because of the allocation of the portion due within 12 months, amounting to EUR 10,875 thousand, to the corresponding item of current liabilities (also taking into account the increase that occurred as a result of ancillary costs amounting to EUR 2,806 thousand being posted on the basis of the amortized cost method). Additionally, as a result of the first-time application of accounting standard IFRS 9, transaction costs have been reassessed, resulting in a net decrease of EUR 4,369 thousand as at March 31, 2019. It should be noted that the loan for EUR 175 million executed in February 2015 with Goldman Sachs International and Unicredit S.p.A. respectively as " *Mandated Lead Arranger and Bookrunner* " was granted to ASR Media and Sponsorship as part of the Group's refinancing. Subsequently, on June 22, 2017, an agreement amending the original loan agreement was reached, which led to the loan amount being increased (from EUR 175 million to EUR 230 million), an extension of the maturity date to June 2022 and the starting date of the loan's repayment to June 2018. The interest rate has not been changed and is regulated at a variable rate (3-month Euribor, with a minimum 0.75% interest rate) and a spread of 6.25%. The loan is secured by suitable guarantees provided by the Group's companies that have benefited from the loan. In this regard, it should be noted that Unicredit S.p.A. will continue to carry out the activity of "*fronting*" and will not be the last creditor of the loan;

  The previous loan disbursed by Goldman Sachs International and Unicredit requires compliance with the following financial parameters:

  - *Cash available Debt Service/Total Debt Service* (i.e. *Debt Service Coverage Ratio*) not lower than 1.25 (one point twenty-five);

  - Projected *Cash available Debt Service/Projected Total Debt Service* (i.e. *Pro forma Debt Service Coverage Ratio*) not lower than 1.25 (one point twenty-five).

  These covenants are recorded on the financial statements of MediaCo and Soccer "MCO", which is the branch of Soccer SAS responsible for sponsorships and licensing.

  Failure to comply with the values of the Financial Standards, except in the case MediaCo, following a challenge notice of the Agent, does not attempt – where possible – to remedy the situation to adhere to the aforementioned financial standards within 20 business days from the date of the challenge notice, may be cause for termination of the agreement by the Banks pursuant to Article 1845 of the [Italian] civil code and grounds to call any loans payable under contract.

- EUR 25,980 thousand (EUR 25,980 thousand as at June 30, 2018), for payments on financing granted in previous financial years by controlling shareholders of NEEP ROMA HOLDING SpA. Currently, interest has not accrued on such risk, which may mature in the future to the level of profitability for the NEEP Roma Holding Group. In particular, the interest rate, which in any case cannot exceed 10%, depends annually on the NEEP Group's combined financial performance.

- EUR 737 thousand (EUR 814 thousand as at June 30, 2018) for the outstanding loans falling due after 12 months, granted by the Istituto per il Credito Sportivo for works upgrading the Trigoria Sports Center, down by EUR 77 thousand in the period due to the reversal of the principal amount due within 12 months recorded in the corresponding short-term loan line. The share of the loan falling due after 5 years amounts to EUR 329 thousand. Loans are paid, based on a fixed interest rate, at normal market conditions, and are secured by suitable guarantees granted to the Istituto

per il Credito Sportivo, including the guarantee issued by AS Roma Real Estate S.r.l. for the entire amount of the loans, amounting to EUR 1,084 thousand, so as to secure the obligations undertaken in the loan agreements until the complete payment of the amounts owed.

An outstanding amount of EUR 251 thousand (EUR 284 thousand as at June 30, 2018) remains of the loan disbursed in June 2015 (which was initially EUR 447 thousand), down by EUR 33 thousand, due to the allocation of the share falling due within 12 months to the corresponding line of current liabilities. The repayment of the loan, an annual nominal interest rate of 3%, is to be made in 20 semiannual instalments, with effect from November 2015, and will be fully discharged in May 2025. As of December 31, 2018, the first 7 instalments of the repayment plan had been duly paid.

An outstanding amount of EUR 486 thousand (EUR 530 thousand as at June 30, 2018) remains of the loan disbursed in March 2017 (initially amounting to EUR 637 thousand), down by EUR 44 thousand, due to the allocation of the share falling due within 12 months to the corresponding debit item of current liabilities. The repayment of the loan is to be made, at the annual nominal interest rate of 4.104%, in 20 semiannual instalments, with effect from November 2015, and will be fully discharged in May 2025. As of March 31, 2019, the first 3 instalments of the repayment plan had been duly paid.

The balance as of June 30, 2018 showed an outstanding amount of EUR 25 thousand related to the remaining amount falling due after 12 months is left of the loan granted in December 2014 by MPS Leasing & Factoring, for the acquisition, under a finance lease agreement, of the coach used by the first team. The decrease recorded in the period is due to the transfer of the residual share falling due within 12 months to the corresponding debit item of current liabilities.

11. EMPLOYEE BENEFITS LIABILITIES

Employee benefits liabilities consisting of benefits to which employees are entitled and is paid out at the same time as or after the termination of the employment relationship. This liability falls within the scope of the so-called “defined benefit plans” and, therefore, is determined by applying the actuarial logic method. The balance as at March 31, 2019 amounting to EUR 3,994 thousand (EUR 3,578 thousand as at June 30, 2018) recorded a net increase of EUR 416 thousand in the period as a result of the following movements:

(Amounts in thousands of Euros)	At March 31, 2019	At June 30, 2018
Values at the beginning of the year	**3,578**	**3,019**
Use for terminating employment relationships	(56)	(294)
Advance severance indemnities	-	(89)
Other uses (Previndai, substitute tax, INPS Contribution, other)	(236)	(166)
Actuarial (profits) losses	-	152
Interest on actuarial revaluation of the reserve	32	24
Provision for the period	862	932
Values at the end of the year	**3,994**	**3,578**

Severance Indemnities accruing after January 1, 2007 represent a “defined contribution plan.” The company periodically deposits the portions of accrued termination indemnities to a separate entity (e.g., Previndai and/or Pension Provisions) and with this payment fulfils its obligations to its employees. The accounting treatment is similar to those for contributions of another nature, namely accrued TFR is posted as a cost incurred in the financial period and the liability is recorded within short-term liabilities.

Severance Indemnities accrued up to December 31, 2006 continue to represent a "defined contribution plan," verifiable as to their existence and quantifiable as regards the amount payable but uncertain as to when payment will be required.

The present value of the defined benefit obligation is calculated and certified annually by an external, independent actuary based on the "Projected unit credit method."

A summary of the actuarial assumptions adopted in the assessment are reported below:

Financial Assumptions:

- The future annual rates of inflation have been established at the average rate of inflation occurring in Italy in recent years, on the basis of data provided by ISTAT (the National Institute of Statistics).
- The future annual rates of revaluation of the existing reserve and subsequent fixed payments, as established by applicable law, in the amount of 75% of the inflation rate + (plus) 1.5%, net of tax;
- The annual discount rates have been established at 1.97%.

Demographic Assumptions:

- The table RG48 titled "Table of worker permanence in an asset position" was used to assess the permanence of workers in the company. This table, created by the Italian General Accounting Office, with reference to the generation born in 1948, selects, forecasts and separates by gender, and integrates additional causes of severance (resignation, advances, which constitute an economic cause of severance which may be assessed according to probability of termination and the like).

12. NON-CURRENT TRADE PAYABLES

Non-current trade payables as at March 31, 2019 amounted to EUR 91,163 thousand (EUR 105,269 thousand as at June 30, 2018) and recorded a decrease of EUR 14,106 thousand in the period. These payables refer to payables from sports agents amounting to EUR 7,117 thousand (EUR 9,950 thousand as at June 30, 2018) for fees to be paid on a deferred basis that are not conditioned on the players' continued registration. This amount is net of the corresponding discounting amounting to EUR 563 thousand (EUR 622 thousand as at June 30, 2018).

The outstanding amount of EUR 84,609 thousand (EUR 95,319 thousand as at June 30, 2018) concerns payables from football clubs for having acquired player registration rights in the current period and in the previous ones, and are comprised as follows:

(Amounts in thousands of Euro)	Player	At March 31, 2019	At June 30, 2018	Changes
Ajax FC	Kluivert	12,950	17,250	(4,300)
Atalanta Bergamasca Calcio	Cristante	13,450	-	13,450
Club Atlético Boca Juniors	Paredes	-	815	(815)
Bologna Football Club 1909	Mirante	1,466	2,667	(1,201)
Chelsea FC	Salah	-	695	(695)
FC Copenhagen	Olsen	2,375	-	2,375
Crotone FC	Satriano	15	-	15
Dinamo Mosca FK	Vainquer	-	75	(75)
Dinamo Zagabria	Coric	1,967	1,967	-
Empoli FC	Silva Duarte (Mario Rui)	200	2,000	(1,800)
Feyenoord Rotterdam	Karsdorp	1,700	5,700	(4,000)
Fluminense FC	Gerson	-	5,810	(5,810)
Internazionale FC	Santon-Zaniolo	5,000	9,500	(4,500)
Istanbul Basaksehir FK	Under	1,000	4,950	(3,950)
Malaga CF	Dicombo	39	79	(40)

Paris Saint Germain FC	Pastore	11,714	17,571	(5,857)
PSV Eindhoven	Strootman	212	-	212
Racing Club de Lens	Bianda	2,000	3,956	(1,956)
U.C. Sampdoria	Schick	20,500	7,500	13,000
U.S. Sassuolo Calcio	Pellegrini Lo. - Defrel	8,208	14,583	(6,375)
Sevilla FC	Nzonzi	5,850	-	5,850
Torino FC	Peres	443	4,167	(3,724)
Venezia FC	Boer	15	-	15
Preparation premiums		22	67	(47)
Solidarity contributions and other debts	Various	2,001	1,839	162
Total		**91,128**	**101,191**	**(10,063)**
Debt adjustment		*(6,519)*	*(5,872)*	*(647)*
Total		**84,609**	**95,319**	**(10,710)**

The decrease in payables by football teams, amounting to EUR 10,710 thousand, is linked to ordinary operating activities, also taking into account the value thereof results from the short-term payables accrued during the period form the non-current liabilities. Such payable is made up of amounts respectively owed to foreign and Italian football teams of EUR 41,809 thousand (EUR 60,691 thousand as at June 30, 2018) and EUR 49,319 thousand (EUR 40,500 thousand as at June 30, 2018).

The nominal value of the payables has been adjusted by EUR 6,519 thousand (EUR 5,872 thousand as at June 30, 2018) in connection with the appraisal of the value discounted at the maturity dates, falling due after 12 months under the relevant agreements. Under the IFRS 7 accounting standard, all the aforementioned trade payables had not fallen due on March 31, 2019.

13. PROVISION FOR TAX CHARGES AND DEFERRED TAXES LIABILITIES

Provision for tax charges and deferred taxes liabilities amounting to EUR 1,528 thousand as at March 31, 2019 (EUR 865 thousand as at June 30, 2018) to cover risks arising from any possible negative consequences of ongoing litigation proceedings with the Tax Authorities in the course of reaching a conclusion. The amount was adjusted during the course of the period by EUR 663 thousand.

Tax Disputes

The tax litigation of which the Company is a party, drafted by Italian Tax Authorities, and which are currently pending at the Supreme Court of Cassation, are reported below:

- Tax period 2000: the judgment concerning VAT for the tax year 2000 is pending before the Court of Cassation, referring in particular to the contestation of the non-invoicing of taxable transactions in relation to the participation in the collections in away matches revenue in compliance with the pro tempore, art. 30 of the Regulations of the National Professional League. The appeal by the Court of Cassation was presented by the Company on February 12, 2016 against the decision of the Rome Regional Tax Commission filed on July 16, 2015, which, at the time of the referral, rejected the Company's appeal. The amount of the dispute is EUR 0.4 million, plus penalties and interest. The collection notice containing the provisional collection of the amounts due according to the decision of the Regional Tax Commission of Rome has already been subject to full payment by the Company.

- Tax period 2001: a trial is pending in front of the Supreme Court relating to the late payment of the first instalment of the amnesty filed pursuant to Art. 8 of Law No. 289/2002. The appeal to the Court of Cassation was filled by the Tax Authority on October 12, 2012, against the decision of the Regional Tax Commission of July 12, 2011, in favor of the Company. The amount of the dispute is equal to EUR 0.5 million as penalties and interest, amounts initially paid by the Company and subsequently reimbursed as a result of the favorable decision of the second instance judges.

- Other provisions related to other disputes with Italian Tax Authorities. The provision is made even if the Company believes that it has correctly applied the Italian tax law. This provision was made based on the best possible estimate and current information.

Beyond the above, A.S. Roma has not been notified of any other irregularities by the tax and revenue authorities.

14. OTHER PROVISIONS

Other provisions, amounting to EUR 5,131 thousand as at March 31, 2019 (EUR 3,845 thousand as at June 30, 2018), increased by EUR 1,286 thousand during the period and were composed as follows:

- A Provision for legal risks amounting to EUR 2,657 thousand (EUR 3,781 thousand as at June 30, 2018) made for certain legal proceedings, the outcome of which is, at present, objectively uncertain, and which mainly relate to employment relationships previously entertained with football players, agents, suppliers, consultants and employees. The net decrease amounting to EUR 1,124 thousand that has been recorded in such period is due to a decrease of EUR 1,524 thousand following the settlement of some claims during the course of the period, which has been partially offset against payments made during the period in an amount of EUR 400 thousand;
- A **Provision for charges** amounting to EUR 2,410 thousand, not present in the previous period, has been recorded for the employees transaction.
- A Provision for social security risks amounting to EUR 64 thousand (EUR 64 thousand as at June 30, 2018) that is intended to cover social security risks (Inps – Enpals [Italian Social Security Authority for Entertainment Workers]).

The below table describes the movements of the Provision for risks and charges during the course of the period.

(Amounts in thousands of Euro)	**At March 31, 2019**	Provisions	Utilizations	Reclassification	**At June 30, 2018**
Provision risks and charges	5,131	2,721	(1,435)	-	3,845

LEGAL PROCEEDINGS AND DISPUTES

A.S. Roma is plaintiff and defendant in various ordinary legal proceedings, injunction proceedings and various disputes, the outcome of which is at present objectively uncertain, and which pertain in particular to past dealings with players, suppliers, contractors and consultants; the assessments conducted by the Directors in relation to the accounting entries for proceedings and disputes in which the Company is defendant are based on their best knowledge at the date of preparation of the financial statements concerned.

The Company, in fact, with the assistance of its lawyers, constantly manages and monitors ongoing disputes and, where it is necessary, proceeds, to make allocations to the risk funds on the basis of the foreseeable outcome of these disputes.

As at March 31, 2019, as a result of the proceedings for which the AS Roma Group is a party, provisions for risks and charges have been set aside in the risk fund for a total of EUR 9.5 million, compared with EUR 3.8 million as at June 30, 2018. The findings are composed as follows:

- Provision for legal risks: EUR 9.4 million (EUR 3.7 million, as at June 30, 2018), set up in relation to certain legal proceedings which mainly concern previous relationships with players, attorneys, suppliers, consultants and employees. In the 2018/2019 financial year, provisions have been

made for EUR 7.1 million and uses for EUR 1.4 million. The increases derive from the employees transaction.

BASIC ITALIA

AS Roma, Soccer / Basic (ordinary litigation):

A.S. Roma S.p.A. and Soccer SAS di Brand Management S.r.l. were sued by BASIC Italia for compensation for damages associated with the alleged breach of the technical sponsorship contract signed on June 12, 2010, pursuant to which Basic was designated as official technical sponsor of the club for a period of seven years. The contract provided for the faculty in favor of AS Roma and Soccer to terminate the contract in advance at the occurrence of certain events expressly defined in the contract including, but not limited to, the production and marketing by Basic of products that differ from the approved prototypes under the contract. On November 23, 2012 AS Roma and Soccer resolved this contract due to breach of the contract by complaining of serious defects found on the technical material and on the clothing line created by Basic for the 2012/2013 football season. By means of a writ served on December 5, 2012 Basic sued AS Roma and Soccer claiming that the breach claimed by ASR and Soccer was not such as to justify the termination of the contract, and required compensation for damages suffered as a result of the resolution, quantified in approximately € 62 million.

A.S. Roma and Soccer rejected the claims put forth by BASIC Italia, arguing that they were inadmissible and/or unfounded, and thus to be denied in their entirety, while also petitioning the court for termination of the contract by fault of BASIC Italia itself and for his conviction for damages for more than double the amount requested by Basic, and in particular for a total of EUR 100 million in favor of AS Roma and EUR 35 million in favor of Soccer, plus interest and revaluation.

The Technical Consultant appointed by the Court to carry out the technical investigations requested by the Judge has completed his analysis and has deposited the expert report at the Court. At the hearing for the clarification of the conclusions, the Judge held the case in decision by assigning to the parties a deadlines for the filing of the final writings with effect from November 20, 2018.

With an agreement signed on January 7, 2019, AS Roma, Soccer and Basic have agreed to settle the dispute arising between them, renouncing the reciprocal claims, questions, reasons and rights exercised with the joint commitment to extinguish the relative judgment for abandonment.

Soccer / Basic (Opposition proceedings against injunctive decree):

In parallel, a case is pending between Soccer and Basic Italia in Court of Rome for the opposition to the injunction issued in January 2013 by Basic Italia against Soccer, with which the Court ordered the payment of the sum of EUR 534,094.48 in favor of Basic Italia, plus interests pursuant to Legislative Decree 231/02.

With the opposition to the injunction order Soccer rejected the claims of Basic Italia insisting on the revocation, cancellation and / or declaration of inefficacy of the injunction also because of serious breaches of Basic Italy to the technical sponsorship contract signed on June 12, 2010 .

The Technical Consultant appointed by the Court to carry out the technical investigations requested by the Judge completed his analysis and deposited the expert report with the Court. At the hearing for the clarification of the conclusions, the Judge held the case in decision by assigning to the parties deadlines for the filing of the final writings with effect from November 20, 2018.

With an agreement signed on January 7, 2019, AS Roma, Soccer and Basic have agreed to settle the dispute arising between them, renouncing the reciprocal claims, questions, reasons and rights exercised with the joint commitment to extinguish the relative judgment for abandonment.

Other disputes

AS Roma / Batistuta Gabriele Omar (ordinary litigation)

By means of a writ notified on March 3, 2006, Batistuta sued AS Roma in order to declare the non-fulfillment of the companies in relation to a past agreement and to order the company to pay compensation for damages amounting to approximately EUR 7.9 million. This amount, based on the request of the former player, correspond to what Gabriel Omar Batistuta should have received under the agreement for which it is due with the 30% increase provided by the agreement itself and with the interest from the individual deadlines to the actual payment; as well as compensation for damages due to loss of earnings, loss of chances resulting from the impossibility of Gabriel Omar Batistuta to consider offers from companies interested in his image due to the contractual constraint, quantifiable in EUR 1 million, or in the different increase or smaller sum that will be of justice or proven in the course of the case.

With sentence n. 20447/13 the Court of Rome rejected the claims, ordering the Batistuta to pay the costs of the dispute. On December 3, 2014, Mr. Batistuta notified the appeal against said sentence and on September 28, 2015 AS Roma appeared in court.

The process next step is expected to be on May 12, 2020 for the clarification of the conclusions of the parties.

AS Roma / Filippo Lubrano (ordinary litigation)

By means of a writ notified to AS Roma, Prof. Avv. Filippo Lubrano appealed against the sentence of the Civil Court of Milan, Sec. V n. 10939, which partially upheld the opposition to an injunction issued by AS Roma against the injunction order with which the Civil Court of Milan had ordered the payment of the amount of about EUR 2 million in favor of Prof. Filippo Lubrano for services rendered in the period between 1992 and 2000, ordering AS Roma to pay approximately EUR 33 thousand, as well as legal expenses.

With appearance of constitution and response with incidental accident filed on July 21, 2017 AS Roma is in the trial insisting on the rejection of the sentence challenged by the counterpart.

Parallel with the appearance of response and response AS Roma challenged the sentence in the part in which it was recognized the amount of EUR 33 thousand in favor of the Lubrano, including the express rejection of Lubrano to any consideration for the activity carried out as Councilor with delegations to the ordinary and federal litigation, final for the reform on the point of the Judgment.

At the first hearing on appeal, celebrated on October 17, 2017, the Court acknowledged the regularity of the adversarial and postponed to November 7, 2017, inviting the parties to seek a good-by-court settlement of the dispute. At the hearing of November 7, pending negotiations between the parties, the Court referred to the hearing of February 20, 2018, and then to the hearing of May 15, 2018 to verify the results of the negotiations, possibly also making it possible to clarify the conclusions. At the hearing of May 15, the Court referred the case for clarification of the conclusions at the hearing of January 8, 2019. At the court hearing of January 8, 2019, the Court of Appeals held the dispute in decision, assigning the terms for the final writings pursuant to art. 190 of the Italian Civil Code.

With sentence n. 2105/2019 the Court of Milan, has partially accepted the appeal made by Prof. Avv. Filippo Lubrano, condemning the company to pay the import of Euro 1 million, increased by the IVA (if applicable) and general expenses of 12,5%.

On May 17,2019 the company sent the indemnifies letter to Unicredit, releted to the agreement made on April 15, 2011. The company is waiting the feedback by Unicredit.

Employment Disputes

A.S. Roma is a party to certain litigation pertaining to the assessment of pay differentials brought against the Company by certain employees. The total sum requested is approximately EUR 690 thousand and the provisions for risks accrued for this purpose are sufficient to ensure coverage of total claims advanced by the parties concerned by way of pay differentials, although the Company believes that it has acted in accordance with applicable legislation.

Other disputes

As at March 31, 2019, about 20 cases were filed in which claims for damages were issued against the AS Roma Group, for a total sum of EUR 10 million, mostly attributable to litigation due to breaches of contract and compensation damage. In the opinion of the Company, also in the light of previous experience in similar proceedings, the risk of losing in such disputes is remote and/or scarcely significant.

15. OTHER NON-CURRENT LIABILITIES

Other non-current liabilities, as at March 31, 2019, are equal to EUR 9,537 thousands (amounting to EUR 10,593 thousand as at June 30, 2018), decreased by EUR 1,056 thousand during the period, and, refer to the Parent Company, of which EUR 513 thousand (EUR 1,503 thousand as at June 30, 2018). They originated mainly from the assignment "without recourse" to certain primary banks, in the current period and in the previous year, of the accounting surplus (addition minus disposal) arising from the the domestic trading campaign, consisting in the trading of player registration rights as authorized by the Serie A Football League. More specifically, the accounting surplus consists of the VAT that has accrued and that is to be paid after the next financial year, which refers to assigned invoices that are to be paid to, and by, the Parent Company, as they fall due, in connection with trading of player registration rights, of which EUR 1,100 thousand and EUR 403 thousand will be respectively issued and received by football teams, as provided by football association regulations, in the 2019-2020 and 2020-2021 financial years.

The outstanding amount of EUR 9,024 thousand (EUR 9,090 thousand as at June 30, 2018) refers to Soccer SAS and relates to the portion, falling due after the period, of the proceeds to be paid by the TV broadcaster RAI for the use, for a term of 99 years, of the "Library AS Roma" under the agreement signed with the latter on August 31, 2007. The portion falling due within 12 months, amounting to EUR 88 thousand is classified as current liabilities There were, with the exception of the above, no payables recorded at the closing date of the period falling due after five financial years.

CURRENT LIABILITIES

Current liabilities as at March 31, 2019 totaling EUR 275,769 thousand (EUR 229,382 thousand as at June 30, 2018) recorded a net increase of EUR 46,387 thousand in the period.

(Amounts in thousands of Euro)	At March 31, 2019	At June 30, 2018	Variations
Trade payables	143,578	129,855	13,723
Short-term debt and current portion of long-term debt	38,502	37,762	740
Tax payables	12,230	7,429	4,801
Employee benefits liabilities	1,815	1,688	127
Other provisions	4,371	0	4,371
Other current liabilities	75,173	52,648	21,346
Total	**275,769**	**229,382**	**46,387**

16. TRADE PAYABLES

Current Trade payables as at March 31, 2019 are equal to overall amounting to EUR 143,578 thousand (EUR 129,855 thousand as at June 30, 2018) recorded a net increase of EUR 13,723 thousand in the period.

(Amounts in thousands of EUR)	At March 31, 2019	At June 30, 2018	Variations
Football club	90,033	80,616	9,417
Ordinary suppliers	45,405	39,780	5,625
Merchandising Suppliers - Advertising	7,209	8,149	(940)
Payables towards parent companies	37	37	-
Payables towards related companies	894	1,273	(379)
Totals	**143,578**	**129,855**	**13,723**

Payables towards football clubs amounting to EUR 90,033 thousand (EUR 80,616 thousand as at June 30, 2018), refer to the portion, payable within 12 months, of the payables associated with the acquisition of player registration rights.

Amounts in thousands of EUR	Players	At March 31, 2019	At June 30, 2018	Changes
Ajax FC	Kluivert	4,300	-	4,300
Atalanta Bergamasca Calcio	Cristante	9,050	-	9,050
Club Atlético Boca Juniors	Paredes	441	441	-
Brescia	Calabresi	67	-	67
Bologna Football Club 1909	Mirante	1,334	1,333	1
Cagliari	Pellegrini	135	-	135
Chelsea FC	Salah	837	579	258
FC Copenhagen	Olsen	2,375	-	2,375
Corinthians SP	Dodò	-	520	(520)
Crotone FC	Satriano	150	-	150
CSKA Moska	Doumbia	-	1,722	(1,722)
Dinamo Mosca FK	Vainqueur	226	150	76
Dinamo Zagabria	Coric	2,950	5,934	(2,984)
Empoli FC	Silva Duarte	2,000	2,000	-
Feyenoord Rotterdam	Karsdorp	4,000	5,000	(1,000)
Fluminense FC	Gerson	5,810	4,500	1,310
Genoa	Perotti	550	5,500	(4,950)
Internazionale FC	Juan Jesus-Santon-Zaniolo	5,350	8,500	(3,150)
Istanbul Basaksehir FK	Under	5,200	4,450	750
Malaga CF	Dicombo	40	39	1
Manchester City	Kolarov	-	5,000	(5,000)
Maribor	Celar	-	297	(297)
Paris Saint Germain FC	Pastore	5,857	5,857	-
PSV Eindhoven	Moreno	242	238	4
Racing Club de Lens	Bianda	1,956	2,000	(44)
U.C. Sampdoria	Shick	8,000	8,000	-
U.S. Sassuolo Calcio	Defrel - Pellegrini	7,374	9,958	(2,584)
Sevilla FC	Nzonzi	13,650	-	13,650
VfB Stoccarda	Rudiger	93	757	(664)
Torino FC	Peres	4,431	4,416	15
Trelleborg	Persson	50	-	50
Tottenham	Fazio	-	1,520	(1,520)
Venezia FC	Boer	165	-	165
Training premiums and other payables	Various	251	340	(89)
FIFA Solidarity contributions	Various	3,148	1,565	1,583
Total		**90,033**	**80,616**	**9,417**

The net increase of EUR 9.417 thousand recorded in the period is mainly due to investments made in the trading campaign, set-off, in part, with the transfer of payables falling due within 12 months from the

corresponding item of non-current liabilities, taking into account the decreases caused by payments made during the period.

Payables towards Italian companies totaling EUR 38,858 thousand (EUR 40,050 thousand as at June 30, 2018) are settled almost exclusively through the Italian Football League, which serves as a clearing house.

Payables towards foreign clubs, amounting to EUR 51,175 thousand (40,566 thousand as at June 30, 2018), will be settled directly with the individual clubs and include FIFA Solidarity Contributions amounting to EUR 3,148 thousand (EUR 1,565 thousand as at June 30, 2018).

Payables towards suppliers in the sports area amounting to EUR 45,405 thousand (EUR 39,780 thousand as at June 30, 2018), which are increased by EUR 5,625 thousand in the period, are attributable to the Parent Company. The balance consists of invoices to be received amounting to EUR 10,196 thousand (EUR 28,116 thousand as at June 30, 2018).

This item includes also payables to sports agents totaling EUR 32,083 thousand (EUR 26,985 thousand as at June 30, 2018), of which EUR 3,233 thousand (EUR 20,157 thousand as at June 30, 2018) are for invoices to be received.

Payables towards merchandising– advertising suppliers, equal to EUR 7,209 thousand (EUR 8,149 as at June 30, 2018) relate to supplies for commercial activities of the AS Roma Store and for the development of the marketing and sponsorship activities and the Media center. The balance includes the amount of EUR 2,861 thousand (EUR 1,830 as at June 30, 2018) for invoices to be received.

Payables towards parent companies, equal to EUR 37 thousand (EUR 37 thousand as at June 30, 2018) are related to the Service agreement in place between the Holding company and NEEP Roma Holding S.p.A.

Payables towards associated companies, equal to 895 thousand (1,273 thousand as at June 30, 2018) are related, for 825 thousand (EUR 1,074 thousand as at June 30, 2018), to payables towards AS Roma Real Estate S.r.l. for the rent of the Trigoria Training Complex, outstanding amount due in the period. It should be noted that in the period the payable amounting to EUR 199 thousand, existing as at June 30, 2018, related to services of management consulting performed by AS Roma SPV GP, LLC was paid.

17. SHORT TERM DEBT AND CURRENT PORTION OF LONG-TERM DEBT

As at March 31, 2019, short term debt and current portion of long-term debt are equal to 38,502 thousand (EUR 37,762 as at June 30, 2018) and show a net increase of EUR 740 thousand in the period, in substance due to the increased relevance of bank loans. The short-term exposure of the loan executed with Goldman Sachs International and Unicredit (Facility Agreement) decreased, as well as the exposure for the use of credit cards.

Amounts in thousands of EUR	At March 31, 2019	At June 30, 2018	Changes
Bank loans	21,516	20,218	1,298
Facility Agreement	16,312	16,588	(276)
Credit card	674	956	(282)
Total	**38,502**	**37,762**	**740**

Bank loans amounting to EUR 21,516 thousand (EUR 20, 218 thousand as at June 30, 2018) consist of:

- EUR 21,380 thousand (EUR 20,063 thousand as at June 30, 2018) of payables towards primary banks as a result of current account short term financing granted and paid at current market

conditions and financial expenses due at the end of the period, increased by EUR 1,317 thousand in the period;

- EUR 98 thousand (EUR 104 thousand as at June 30, 2018) of payables on account of loans falling due within 12 months granted in June 2015 and in March 2017 by the *Istituto per il Credito Sportivo* [Italian Bank for Sports Funding], used for renovating the Trigoria Sports Center, as described in detail in the corresponding line of non-current liabilities, to which reference is be made. The interest share accrued in the period is included in the balance;

- EUR 38 thousand (EUR 51 thousand as at June 30, 2018) for the short-term portion of the loan granted in December 2014 by MPS Leasing & Factoring for the purpose of acquiring, under a finance lease agreement, the Company Bus used by the first team. Reimbursement of the loan, of initial EUR 290 thousand, is provided for in no. 60 monthly instalments since December 2014. During the, no. 9 monthly instalments were regularly paid and, overall, no. 51 instalments were paid from the date on which the loan was made available, in addition to the initial maxi-instalment. Therefore, no. 9 monthly instalments still have to be paid.

Facility Agreement Financing totaling EUR 16,312 thousand (EUR 16,588 thousand as at June 30, 2018) relates to the current portion of the loan signed with Goldman Sachs and UniCredit that has been disbursed to the subsidiary ASR Media and Sponsorship S.r.l. as part of the refinancing of the AS Roma Group described above. The net decrease of EUR 276 thousand recorded in the period is attributable, for EUR 12,963 thousand, to the reimbursement of no. 3 instalments, including financial expenses, partly offset against transfer of the portion falling due within 12 months, of the corresponding voice of the non-current liabilities, equal to EUR 10,875 thousand and the financial expenses accrued at the end of the period, equal to EUR 1,812 thousand.

Credit cards totaling EUR 674 thousand (EUR 956 thousand as at June 30, 2018) relate to payments of services provided at the end of the period through corporate credit cards issued by leading industry players, which were subsequently settled after March 31, 2019 under the contractually agreed payment terms and conditions.

18. TAX PAYABLES

As at March 31, 2019, tax payables amounted to EUR 12,330 (7,429 thousand as at June 30, 2018), with a net increase of EUR 4,901 thousand recorded in the period, and consisted of:

(Amounts in thousands of EUR)	At March 31, 2019	At June 30, 2018	Changes
Current IRPEF	5,366	5,737	(371)
IRAP	6,950	1,672	5,278
Other taxes (TFR, Local Taxes ...)	14	20	(6)
Total	**12,330**	**7,429**	**4,901**

- **Current IRPEF** amounting to EUR 5,366 thousand (EUR 5,737 thousand as at June 30, 2018), for taxes on remunerations withheld by tax substitutes at the end of the year and paid after the period had closed;

- **IRAP** amounting to EUR 6,950 (EUR 1,672 thousand as at June 30, 2018) increased by EUR 5,178 in the period, due to provisions, for EUR 6,592, ascertained on the taxable revenues as at March 31, 2019 of the Companies of the Group. The following decreases are registered as a consequence of the payment of taxes, for EUR 1,404 thousand and for contingent assets for EUR 10 thousand, raised following the filing of the tax returns 2017-2018. The balance as at March 31, 2019 is therefore made up of the taxes ascertained in the period, equal to EUR 6,592 thousand;

the outstanding payable to be paid in instalments of EUR 554 thousand due by the Parent Company for the financial year 2017-2018, taking into account the payment made by MediaCo of EUR 296 thousand. Due to the payment of current taxes and withholding taxes, there are no tax payables due at the date of this report.

19. EMPLOYEE BENEFITS LIABILITIES

Employee benefits liabilities paid on behalf of employees and other staff, together with the share due from the Company, have been duly paid in accordance with the law. The balance as at March 31, 2019 of the Payables towards social security authorities amounted to EUR 1,815 thousand (EUR 1,688 thousand as at June 30, 2018), increased by EUR 127 thousand in the period, as set out in the following table.

(Amounts in thousands of EUR)	At March 31, 2019	At June 30, 2018	Changes
INPS	1,357	1,492	(135)
Others (Previndai-Inpgi-Inail-Casagit other funds)	458	196	262
Total	**1,815**	**1,688**	**127**

The payable towards INPS amounting to EUR 1,357 thousand (EUR 1,492 thousand as at June 30, 2018) decreased by EUR 135 thousand in the period, of which EUR 711 thousand (EUR 614 thousand as at June 30, 2018) was for contributions accrued at end of the year for deferred salaries (holidays and Christmas bonuses) and for EUR 646 thousand (EUR 878 thousand as at June 30, 2018) was for contributions accrued in March that were duly paid in 2019.

20. OTHER PROVISIONS

Other provisions amount to EUR 4,371 thousand, not present in the previous period, and contain the amount to be paid after the eemployees transaction.

21. OTHER LIABILITIES

As at March 31, 2019, other liabilities amounting to EUR 75,173 thousand (EUR 52,648 thousand as at June 30, 2018), up by EUR 22,525 thousand in the period, were mainly due to the greater impact of payables towards personnel, deferred income and payables towards parent companies, that were offset in part, against the decrease in other operating payables.

(Amounts in thousands of EUR)	At March 31, 2019	At June 30, 2018	Changes
Payables towards employees and registered personnel	42,163	30,989	11,174
Payable to C.O.N.I. Servizi	744	838	(94)
Payable to Lega regarding premiership	405	-	405
Remuneration to Corporate Bodies	487	525	(38)
Payables for assignment of receivables without recourse	1,364	3,739	(2,375)
Payables towards parent companies	7,370	2,594	4,776
Payables towards related companies	699	462	237
Payables towards FAIFC (registered personnel's end-of-career fund)	161	69	92
Insurance premiums	927	764	163
Security deposits from clients	110	110	-
Other payables and anticipations	267	92	175
Deferred income	20,476	12,466	8,010
Total	**75,173**	**52,648**	**22,525**

Payables towards employees and registered personnel, amounting to EUR 42,163 thousand (EUR 30,989 thousand as at June 30, 2018), up by EUR 11,174 thousand during the period, were composed of:

- EUR 39,020 thousand (EUR 27,991 thousand as at June 30, 2018) by way of salaries owed to registered personnel and individual bonuses accrued in the sporting season under review upon reaching predetermined sporting goals and severance packages;
- EUR 3,143 thousand (EUR 2,988 thousand as at June 30, 2018) by way of salaries owed to management, administrative and headquarters staff, of which EUR 2,509 thousand (EUR 2,162 thousand as at June 30, 2018) for vacations and a portion of the 13th monthly salary and other deferred salaries accrued at the end of the period.

Payables towards CONI Servizi amounting to EUR 744 thousand (EUR 838 thousand as at June 30, 2018) for fees to be paid for the right to use the Stadio Olimpico for home games, as well as the expenses for lighting the facilities and claims for damage caused by fans to the stadium facilities and other services accrued at the end of the period.

Payables towards Lega on premiership, equal to 405 thousand, not included as at June 30, 2018, is related to the payable at the end of the period for ordinary relations for sport management with LNPA.

Payables towards Corporate Bodies totaling EUR 487 thousand (EUR 525 thousand as at June 30, 2018), for outstanding fees due to the Parent Company's independent directors, as approved by the Board of Directors on October 27, 2017.

Payables for the assignment of receivables without recourse amounting to EUR 1,364 thousand (EUR 3,739 thousand as at June 30, 2018) due for the non-recourse assignment to leading banks of the surplus of the trading campaign consisting in the purchase and sale in Italy of player registration rights authorized by the Serie A Football League. More specifically, the surplus recorded in the accounts consists in the accruing portion of VAT that is to be paid for assigned invoices that are receivable and payable to the Parent Company in connection with market transactions, which will be issued and received by football teams in the next 12 months as they fall due, in compliance with the FIGC [Italian Football Federation] regulations.

Payables towards parent companies amounting to EUR 7,370 thousand (EUR 2,594 thousand as at June 30, 2018), which consist in payables towards the parent company NEEP Roma Holding company, of which EUR 4,636 thousand for the transfer of IRES payable accrued during the previous financial year as part of the national consolidation, and EUR 2,734 thousand for the VAT balance payment, transferred as a result of having joined the Group's VAT settlement since January 2017.

Payables towards related parties amounting to EUR 699 thousand (EUR 462 thousand as at June 30, 2018) refer to the balance of the bank account for the corresponding Group VAT towards StadCo, AS Roma Real Estate and Brand Management.

Payables for Insurance premiums amounting to EUR 927 thousand (EUR 764 thousand as at June 30, 2018) refer to the premiums accrued at the end of the period, taking into account the settlement of the same within the term of the following 90 days, which has increased on account of the higher insured limits mainly related to the registered personnel.

Deferred income amounting to EUR 20,476 thousand (EUR 12,466 thousand as at June 30, 2018), up by EUR 8,010 thousand during the period, essentially for the major relevance of incomes for profits on -visual rights sponsorships and other commercial activities.

(Amounts in thousands of EUR)	At March 31, 2019	At June 30, 2018	Changes
Audio-visual rights	4,866	3,477	1,389
Stadium season tickets	2,168	5,307	(3,139)
Temporary transfer to rights of sport performances	953	-	953
Summer friendly matches	-	513	(513)
Academy Proceeds	169	-	169
Sponsorships	4,509	1,836	2,673
Library AS Roma	88	88	-
Marketing, licensing and merchandising	7,676	1,119	6,557
Other deferred income	47	126	(79)
Total	**20,476**	**12,466**	**8,010**

- Audio-visual rights amounting to EUR 4,866 thousand (EUR 3.477 thousand as at June 30, 2018) relate to invoices issued towards TV channels at the end of the period for audio-visual rights commercialized in a centralized form by LNP, and their maturity is expected in the remaining part of the current period. The corresponding amount as at June 30, 2018 was related to profits invoiced in advance to the Serie A Football League in March 2018 as an advance on the audio-visual rights due in the 2018-2019 season, based on the information that had been received by the same.
- Stadium season tickets amounting to EUR 2,168 thousand (EUR 5,307 thousand as at June 30, 2018) amount to deferred income and refer to the proceeds for stadium season tickets for the remaining Serie A championship home matches in the 2018-2019 football season.
- Temporary transfer of player registration rights, equal to EUR 953 thousand, are related to proceeds deriving from the loans of the rights to the Players' player registration rights for Bruno Peres (Sao Paulo FC) and Rezan Corlu (Lynghy Boldklub AS) invoiced in advance in the period and referring to the remaining part of the period.
- Academy proceeds, equal to EUR 169 thousand, are deferred income, related to the remaining share of the fourth quarter of the financial year, of profits related to the activities of the football school.
- Sponsorships amounting to EUR 4,509 thousand (EUR 1,836 thousand as at June 30, 2018) for proceeds recognized by the shirt sponsor (Qatar, Hyunday and Betway) and by the technical sponsor Nike for the continuation of the sports season 2018-2019, that were invoiced in advance in accordance with the related contractual provisions.
- The Library AS Roma amounting to EUR 88 thousand (EUR 88 thousand as at June 30, 2018) are deferred income related to the short-term portion of the income to be paid by RAI for the non-exclusive use for a period of 99 years of the so-called AS Roma Library, as already reported in the corresponding item of Non-current liabilities.
- Marketing, licensing and merchandising amounting to EUR 7,676 thousand (EUR 1,119 thousand as at June 30, 2018) are deferred income related to the commercial proceeds invoiced in advance by Soccer SAS, based on the contracts that have been signed.

It is noted that as at June 30, 2018, income related to Proceeds for friendly summer games were included in the balance, equal to 513 thousand, related to the invoice in advance, at the end of the previous financial year, of the first installment of the proceeds recognized for the participation at the 2018 ICC Championship, played in the US during July 2018.

FINANCIAL INSTRUMENTS BY CATEGORY

For all the transactions, the balance (financial and non-financial) for which an accounting principle requires or allows evaluation at fair value and that it fall within the scope of the IFRS 13, the Group applies the following criteria:

a. identification of the "unit of account" that means the level upon which an asset or a liability is aggregated or disaggregated in order to be assessed for IAS purposes;
b. identification of the principal market (or, in absence, the most advantageous market) in which transactions for the asset or liability to be valued may be performed; in absence of findings to the contrary, it is assumed that the market currently used is the same as the principal market or, in absence, the most advantageous market;
c. definition, for non-financial assets, of the highest and best use: in absence of findings to the contrary the highest and best use is the same as the current use of the asset;
d. definitions of the evaluation techniques most appropriate for the evaluation of the fair value: these techniques maximize the use of assessable data, that the participant to the market could use for the determination of the price of the asset or of the liability;
e. determination of the fair value of the assets, as price that would be perceived for the related sale, and of the liabilities and the capital instruments, as price that would be paid for the related transfer in a regular transaction among market operators as at the valuation date;
f. inclusion of the "nonperformance risk" in the evaluation of the assets and liabilities and, in particular for the financial instruments, determination of an adjustment factor in the measurement of the fair value in order to include, other than the risk of the counterparty (CVA. credit valuation adjustment), its credit risk (DVA – debit valuation adjustment).

On the basis of the data used for the fair value evaluation, there is a hierarchy of fair value pursuant to which to classify the assets and liabilities evaluated at fair value or for which the fair value it is indicated in the financial statement disclosures:

level 1: the quoted prices in active markets (unadjusted) for assets and liabilities identical to the ones to be evaluated;
b) level 2: includes observable data, different to the ones included in level 1, such as, by way of example: (i) prices listed in active markets for similar assets and liabilities; (ii) prices listed in non-active markets for assets and liabilities similar or same; (iii) other assessable data (interests rates curves, implied volatilities, credit spreads);
c) level 3: uses non observable data, which may be used in cases where observable input data are unavailable. Non-observable data used for the purpose of evaluating the fair value reflect the cases that the participant would assume in fixing the price for the assets and liabilities to be evaluated.

Please see the schedule below for the definition of the hierarchy level of fair value on the basis of which the single instruments have been evaluated to fair value.

During the period, no transfers occurred among the different levels of the fair value hierarchy.

The fair value of the derivative instruments was determined discounting the expected cash flows, using the curve of the market interest rate as at the date of reference and the listed credit default swap curve of the counterparty, as well as that of the companies of the Group in order to include the risk of nonperformance expressly provided by IFRS 13.

For the medium-long term financial instruments, different than derivatives, if no market quotations are available, the fair value is determined discounting the expected cash flows, using the curve of the market interest rate as at the date of reference and considering the counterparty's risk exposure in case of financial assets and its own credit risk in case of financial liabilities.

As at July 1, 2018 (date of first application of the IFRS 9), the management of the Group has evaluated as business model applicable to the financial assets held and has classified its financial instruments within the appropriate categories provided by IFRS 9. The Group has also reclassified the financial liabilities on the basis of the new provisions of IFRS 9.

The following table contains an overview of the financial assets and liabilities as at July 1, 2018, highlighting the related evaluation criteria applied in accordance with the previous IAS 39 and the new IFRS 9.

(Amounts in thousands of EUR)

	IAS 39			IFRS 9		
	Portfolio	**Valuation criteria**	**Balance At June 30, 2018**	**Portfolio**	**Valuation criteria**	**Balance At July 1, 2018**
Trade Receivables	Loans and receivables	Amortized cost	122,284	Held to Collect	Amortized cost	122,284
Cash at bank and on hand	Loans and receivables	Amortized cost	30,898	Held to Collect	Amortized cost	30,898
Total assets			**153,182**			**153,182**

(Amounts in thousands of EUR)

	IAS 39		IFRS 9	
	Valuation criteria	**Balance At June 30, 2018**	**Valuation criteria**	**Balance At July 1, 2018**
Non-current financial liabilities	Amortized cost	228,631	Amortized cost	224,261
Current financial liabilities	Amortized cost	37,762	Amortized cost	37,762
Trade payables	Amortized cost	235,124	Amortized cost	235,124
Total liabilities		**501,517**		**497,147**

The following table therefore shows, for financial assets and liabilities on March 31, 2019, measured at fair value, the hierarchical level of valuation:

(Amounts in thousands of EUR)

Financial statements value as at March 31, 2019	Assets valued at amortized cost	Assets valued at FVOCI	Assets valued at FVPL
Other non-current assets	4,559		
Trade Receivables	98,513		
Non-current financial assets	16,732		
Other current assets	18,700		
Cash at bank and on hand	46,838		
Total assets	**185,342**		

(Amounts in thousands of EUR)

Financial statements value as at June 30, 2018	Assets valued at amortized cost	Assets valued at FVOCI	Assets valued at FVPL
Other non-current assets	4,550		
Trade Receivables	122,284		
Non-current financial assets	16,732		
Other current assets	34,559		
Cash at bank and on hand	30,898		
Total assets	**209,023**		

(Amounts in thousands of EUR) Financial statements value as at March 31, 2019	Liabilities valued at amortized cost	Liabilities valued at FVOCI	Liabilities valued at FVPL
Non-current financial liabilities	216,091		
Other non-current liabilities	9,537		
Current financial liabilities	38,502		
Other current liabilities	75,173		
Trade payables	234,741		
Total liabilities	**574,044**		

(Amounts in thousands of EUR)

Financial statements value as at June 30, 2018	**Liabilities valued at amortized cost**	**Liabilities valued at FVOCI**	**Liabilities valued at FVPL**
Non-current financial liabilities	228,631		
Other non-current liabilities	10,593		
Current financial liabilities	37,762		
Other current liabilities	52,648		
Trade payables	235,124		
Total liabilities	**564,758**		

ANALYSIS OF THE INCOME STATEMENT

The financial performance are influenced by the seasonal nature of the sports activity of the first team, with particular reference to match revenues, the accrual of which is related to the single matches, as well as the results of the management of the players' pool, for the concentration of transfers only in given periods of the financial year. On the other hand, almost all the expenses show a homogeneous accrual during the period: this circumstance shall be taken into account during the economic analysis of the same and the comparative analysis with the data from the corresponding period of the previous financial year.

TOTAL REVENUES

Total revenues as at march 31, 2019, amount to EUR 198,257 thousand (EUR 183,484 thousand as at March 31, 2018), increased by EUR 14,773 thousand, compared to the corresponding period of the previous financial year, due to an increase in sponsorships and revenues from matches.

	Nine months ended March 31, 2019		Nine months ended March 31, 2018	
	€/000	%	€/000	%
Revenues from Matchday	**59,978**	**30.6%**	**50,459**	**27.5%**
Revenues from commercial and licensing activities	**6,027**	**3.1%**	**5,489**	**3.0%**
Sponsorship	18,669	9.4%	4,845	2.6%
Media and image rights	96,049	48.5%	102,921	56.1%
Advertising	8,871	4.5%	11,338	6.2%
Other	8,663	4.4%	8,432	4.6%
Other revenues	**132,252**	**66.3%**	**127,536**	**69.5%**
Total Revenues	**198,257**	**100.0%**	**183,484**	**100.0%**

The following table summarize the performance obligation, as "at point in time" or "over time" of the revenues identified by the Group:

March 31, 2019	Sponsorships; Advertising proceeds	Revenues from Matches; Other revenues from Sales and Performances; Other proceeds	TV rights and image rights	Total
Performance obligations				
At a point in time		72,688	25,953	**100,621**
Over time	27,540		70,096	**97,636**
	27,540	**72,668**	**96,049**	**198,257**

22. REVENUES FROM MATCHDAY

Revenues from matchday, as at March 31, 2019, amounting to EUR 59,978 thousand (EUR 50,459 thousand, as at March 31, 2018) for tickets and season tickets and other income, recording an increase of EUR 9,519 thousand respect to the corresponding period of the previous financial year, mainly due to taking part in the UEFA Champion League. The division of the Revenues from matchday, for type of competition, divided in home and away matches, is described in the following table:

(Amounts in thousands of EUR)	Nine months ended March 31, 2019				Nine months ended March 31, 2018			
	At home	Away	Others	Total	At home	Away	Others	Total
Serie A Championship	7,089	-	-	7,089	8,095	-	-	8,095
UEFA Champions League	8,164	-	32,901	41,065	6,940	-	24,200	31,140
Tim Cup	239	92	-	331	243	-	-	243
Friendly matches	-	1,745		1,745	118	3,510		3,628
Total ticketing	**15,492**	**1,837**	**32,901**	**50,230**	**15,396**	**3,510**	**24,200**	**43,106**
Championship Season Tickets	9,748			9,748	7,353			7,353
Total	**25,240**	**1,837**	**32,901**	**59,978**	**22,749**	**3,510**	**24,200**	**50,459**

In particular, the official matches played by the first team in the periods of comparison are included in the following table:

	Nine months ended March 31, 2019			Nine months ended March 31, 2018		
	Home	Away	Total	Home	Away	Total
Serie A TIM Championship	14	14	28	15	15	30
Coppa Italia TIM	1	1	2	1	-	1
UEFA Champions League	4	4	8	4	4	8
UEFA Europa League	-	-	-	-	-	-
Totals	19	19	38	20	19	39

Revenues from the **Serie A Championship**, consisting of the sale of individual tickets and seasonal tickets, increased by EUR 818 thousand, compared to the corresponding period of the previous financial

year. In particular, **Ticket Revenues**, equal to 7,089 thousand (EUR 8,095 thousand as at March 31, 2018) decreased by EUR 1,006 thousand, compared to the corresponding period of the previous financial year, mainly due to the lesser number of home matches played as a consequence of the Serie A fixtures. The Serie A **Season Tickets Revenues**, equal to EUR 9,748 thousand (EUR 7,353 thousand as at March 31, 2019) increased by 2,395 thousand, compared to the corresponding period of the previous financial year. In particular, the season tickets campaign registers, as at March 31, 2019, the subscription of no. 26,447 season tickets (including Premium Seats season tickets), amounting to EUR 11,916 thousand (revenue for EUR 8,919 thousand and no. 21,973 thousand season tickets, in the 2017-2018 football season).

Revenues deriving from participation in the **UEFA Champions League**, equal to EUR 41,065 (EUR 31,140 thousand as at March 31, 2018) register an increase of EUR 9,925 thousand, substantially due to the new mechanism of distribution of the financial resources generated by the competition, which guarantees greater resources to the participating clubs. It is composed, for EUR 8,164 thousand (EUR 6,940 thousand as at March 31, 2018) as cash intake for tickets and season tickets and, for EUR 32,901 thousand (EUR 24,200 thousand as at March 31, 2018), from participation bonuses. In particular, participation bonus amounted to EUR 15,286 thousand, while performance bonus amounted to EUR 17,615 thousand.

Friendly matches revenues amounting to EUR 1,745 thousand (EUR 3,628 thousand as at March 31, 2018) decreased by EUR 1,883 thousand compared to previous period and derive from the participation to the summer tournament in the US.

23. REVENUES FROM COMMERCIAL AND LICENSING ACTIVITIES

As at March 31, 2019, revenues from commercial and licensing activities amounting to EUR 6,027 thousand (EUR 5,489 thousand as at March 31, 2018) increased by EUR 538 thousand compared to the corresponding period of the previous year and are related to commercial activities conducted by Soccer SAS, mainly for the sale of products (merchandising) and for the proceeds related to the licensing of the AS Roma trademark.

24. OTHER REVENUES

Other revenues amounting, as at March 31, 2019, to EUR 132,252 thousand (EUR 127,536 thousand as at March 31, 2018) increases by Euro 4,716 thousand compared to the corresponding period of the previous financial year, with a different composition of the single items

(Amounts in thousands of EUR)	Nine months ended March 31, 2019	Nine months ended March 31, 2018
Sponsorship	18,669	4,845
Media and image rights	96,049	102,921
Advertising	8,871	11,338
Other	8,663	8,432
Total	**132,252**	**127,536**

Sponsorship amounting to EUR 18,669 thousand (EUR 4,845 thousand as at March 31, 2018), increased by EUR 13,824 thousand, with respect to the corresponding period of the previous financial year, concern, by EUR 13,526 thousand to revenues related to partnership agreements and, by EUR 5,143 thousand (EUR 4,845 as at March 31, 2018) to revenues related to the technical sponsor NIKE. In particular, the revenues deriving from the partnership agreements are related to the multi-year agreement for the sponsorship of the shirt and sports clothes of the first team executed with Qatar Airways, Hyundai Motors and Betway, not present in previous period. In particular, the agreement with

the flight company Qatar Airways, that became "Main Global Partner" and official sponsor of the first team shirt , is valid, until June 30, 2021 and provides a fee equal to EUR 11 million for each of the financial years 2018/2019, 2019/2020 and 2010/2021, further to a number of cumulative bonuses, that will be recognized at reaching specific sport goals.

Media and image rights equal to EUR 96,049 thousand (EUR 102,921 thousand as at March 31, 2018), up by EUR 6,872 thousand on the corresponding period of the previous financial year.

(Amounts in thousands of EUR)	Nine months ended March 31, 2019	Nine months ended March 31, 2018
Centralized Serie A LNP rights (Championship and TIM Cup)	62,776	60,030
UEFA media Rights	26,253	36,458
Other TIM Cup media rights	588	214
AS Roma Library	2,711	3,342
Roma TV revenues	1,914	1,920
Other minor media rights	1,807	957
Totals	**96,049**	**102,921**

- Centralized Rights for the Serie A LNP for **the Serie A Championship** and the **TIM Cup** amounting to EUR 62,776 thousand (EUR 60,030 thousand as at March 31, 2018), recognized by several tv channels of primary standing (mainly Sky Italia, Mediaset Premium, RAI, IMG Media) and invoiced on the basis of the notices received from time to time by the Serie A LNP.
- UEFA media rights amounting to EUR 26,253 thousand (EUR 36,458 thousand as at March 31, 2018), decrease by EUR 10,505 thousand and relating to participation in the UEFA Champions League (UCL) 2018-2019. The decrease is mainly due to the minor incidence of the market pool quota accrued as at March 31, 2019, determined on the basis of different manners of distribution of financial resources, adopted by UEFA starting in the current season, in favor of the club's sport performances, with a consequence increase in the match revenues.
- *AS Roma Library* reenues amounted to EUR 2,711 thousand (EUR 3,342 thousand as at December 31, 2018), down by EUR 631 thousand compared to the corresponding period of the previous financial year and is composed by EUR 2,645 by SKY Italia and EUR 66 thousand by RAI, in relation to the agreements reached with the TV channel when acquiring the rights of the same Library.
- *Roma TV* revenues amounting to EUR 1,914 thousand (EUR 1,920 thousand as at March 31, 2018) were paid by SKY Italia and RAICOM for broadcasting the channel.
- Minor media rights amounted to EUR 1,807 thousand (EUR 957 thousand as at March 31, 2018), refer, for EUR 1,704 thousand, to the proceed recognized by LNP Serie A for the commercialization of the access right to the TV signal of the Serie A matches to TV channels and, for EUR 103 thousand, to radio rights

Advertising amounting to EUR 8,871 thousand (EUR 11,338 thousand as at March 31, 2018), down in the 2019 Nine-month Report by 2,467 thousand, also due to the lesser number of home matches respect to the same period of the previous financial year. They are related to the commercial activities in place at the Stadio Olimpico, for the home matches of the first team. It must be noted that the item includes only the quota of the services related to the sale of the Premium Seats package.

Other, amounting to EUR 8,663 thousand (EUR 8,432 thousand as at December 31, 2018), recorded a decrease of EUR 231 thousand in the period, which were essentially attributable to the lower impact of insurance reimbursement for incidents occurred to football players, partially set-off with the increase of other non-recurring proceeds.

(Thousands of EUR)	**Nine months ended March 31, 2019**	**Nine months ended March 31, 2018**
Income from sport entities	1,641	1,697
Insurance indemnities players	2,763	3,555
Preseason summer retreat	-	325
Utilization of provision	1,456	1,106
School and summer campus	477	637
Resale tickets international transfer	277	184
Revenues from "supporter card"	119	124
Gains	9	66
Non-existence of trade payables	1,379	-
Recharges to related parties	91	183
Other revenues	451	555
Totals	**8,663**	**8,432**

Proceeds from Sectoral Bodies amounting to EUR 1,641 thousand (EUR 1,697 thousand as at March 31, 2018), accrued during the period towards LNP Serie A and related to ancillary collective non-audio-visual revenues paid to Serie A teams on the basis of pre-established parameters.

Insurance indemnities amounting to EUR 2,763 thousand (EUR 3,555 thousand as at March 31, 2018), are paid by the insurance companies closing the claim on the basis of insurance policies in place for the voluntary coverage of company's risks. The caption contains reimbursements for injuries suffered by the players registered with the Company and the reimbursement of medical expenses equal to EUR 2,695 thousand and EUR 68 thousand.

Utilization of provision, amounting to EUR 1,456 thousand (EUR 1,106 thousand as at March 31, 2018) relate to the update of the legal risks reserves on the basis of an evaluation of the risks of the legal disputes in place at the end of the period.

Nonexistence of trade payables, equal to EUR 1,379 thousand, substantially related to the settlement of trade payables.

Recharges to related parties amounting to EUR 91 thousand (EUR 183 thousand as at March 31, 2018) consisted in shifting onto AS Roma SPV LLC the pre-operational expenses incurred for building the new stadium.

Other revenues equal to EUR 451 thousand (EUR 555 thousand as at March 31, 2018) relate to residual revenue and ancillary proceeds (for amounts that usually are individually not significant). In the item, among most relevant proceeds, they must be noted the proceeds for costs charged back to registered players, parking, expenses reimbursement for the organization of events, charges of costs for services to third parties.

TOTAL COSTS

Total costs, net of gain on player sales, as at March 31, 2019 amounted to EUR 270,058 thousand (EUR 205,508 thousand as at March 31, 2018), up by EUR 64,550 thousand when compared with the same period of the previous year, as per the analysis below.

25. PURCHASES OF GOODS

The purchase of goods, also considering the positive changes in inventory, as at March 31, 2019, amounting to EUR 6,021 thousand (EUR 5,489 thousand as at March 31, 2018), up by EUR 532 thousand compared with the same period of the previous year are composed as follows:

(Amounts in thousands of EUR)	Nine months ended March 31, 2019	Nine months ended March 31, 2018
Club uniforms and sport clothes	2,543	2,174
Goods and products to be sold	2,654	2,443
Sundry consumer material	1,011	903
Total purchases	**6,208**	**5,520**
Changes in inventory	(187)	(31)
Total consumables	**6,021**	**5,489**

The purchases of club uniforms and sport clothing amounting to EUR 2,543 thousand (EUR 2,174 thousand as at March 31, 2018) compared to the same period of the previous year mainly consist of goods supplied by the technical sponsor NIKE for all the AS Roma teams, and include the supply of the official uniforms, equal to EUR 149 thousand (EUR 150 thousand as at March 31, 2018) by *Hugo Boss*.

The purchases of goods and products to be sold, amounted to 2,654 thousand (EUR 2,443 thousand as at March 31, 2018), destined to merchandising activities by the subsidiary Soccer SAS, up by EUR 211 thousand compared to the same period of the previous financial year. Considering the positive variation in the inventory for the products to be sold, amounting to EUR 187 thousand (EUR 31 thousand as at March 31, 2018), the consumption of products intended to be sold are equal to EUR 2,467 thousand (EUR 2,412 thousand as at March 31, 2018) up by EUR 55 thousand

The purchase of consumption materials, equal to EUR 1,011 thousand (EUR 903 thousand as at March 31, 2018) were up by EUR 108 thousand compared to the same period of the previous year and are mainly related to stationery expenses, medical materials, hardware, gas and other consumption materials.

26. COSTS OF SERVICES

As at March 31, 2019, costs of services are equal to EUR 39,519 thousand (EUR 34,803 thousand, as of March 31, 2018), increased of EUR 4,716 thousand compared to the same period of the previous financial year, which are composed as follows:

(Amounts in thousands of EUR)	**Nine months ended March 31, 2019**	**Nine months ended March 31, 2018**
Costs for players	1,495	1,375
Costs for sports activities	4,714	3,986
Specific technical costs	4,715	5,023
Costs for accommodation, transportation and away matches	1,477	1,564
Insurance costs	5,226	4,417
Administrative and general costs	17,461	14,721
Advertising costs	4,431	3,717
Total	**39,519**	**34,803**

Costs for players, equal to 1,495 thousand EUR (EUR 1,375 thousand, as of March 31, 2018), up by EUR 120 thousand in the period concern costs for training and training camps and touring for the first team and the youth sector.

Costs for sports activities, equal to EUR 4,714 thousand (EUR 3,986 thousand, as of March 31, 2018), increased by EUR 728 thousand compare to the same period of the previous financial year, made up of:

- costs for participating and organizing matches, equal to EUR 442 thousand (EUR 438 thousand as at March 31, 2018) and include, among others, organizational and logistic expenses for sport events, services supplied by firemen at the stadium, maintenance of the pitches, expenses for youth sector;
- costs for security personnel of the stadium, the headquarter and other services related to matches and training, for EUR 1,685 thousand (EUR 1,241 thousand as at March 31, 2018)
- damages caused by supporters to the Stadio Olimpico in Rome, during the home matches played by the first team for EUR 76 thousand (EUR 117 thousand as at March 31, 2018);
- fees paid to VIVATICKET (Best Union), for ticketing and subscription services for automatic tickets and seasonal tickets for AS Roma and sales fees for the Away card for EUR 889 thousand (EUR 981 thousand as at March 31, 2018);
- medical treatments and health care equal to EUR 1,622 thousand (EUR 1,209 thousand, as of March 31, 2018);

Specific technical costs, equal to EUR 4,715 thousand (EUR 5,023 thousand, as of March 31, 2018), decreased by EUR 308 thousand compared to the same period of the previous financial year, comprising as follows:

- technical and sports consultancies for EUR 3,144 thousand (EUR 3,823 thousand as at March 31, 2018) decreased by EUR 679 thousand compared to the same period of the previous financial year and related to fees for professional work performed by sports consultants and conditioned on the continued players' registration;
- technical collaborations, equal to EUR 605 thousand (EUR 444 thousand as at March 31, 2018) for the first team, youth sector and schools, increased by 161 thousand un the 2019 Quarter;
- organization and coordination of summer camps, schools, Player observation and other specific costs, for EUR 966 thousand (EUR 756 thousand as at March 31, 2918), increased by EUR 210 thousand in the 2019 Trimester.

Costs for accommodation and transportation, equal to EUR 1,477 thousand (EUR 1.564 thousand, as of March 31, 2018), decreased by EUR 87 thousand compared to the same period in the previous financial year, are related to costs for away matches played by the First Team in the Serie A Championship and matches in the UEFA Champions League, as well as for friendly matches.

Insurance Costs, equal to EUR 5,226 thousand (EUR 4,417 thousand, as of March 31, 2018), increased by EUR 809 thousand compared to the same period in the previous financial year, mainly due to the coverage of the risks on the corporate assets, made up of the player pool. The increase is substantially due to the increase of the maximum amounts insured for the registered personnel.

Administrative and general costs, equal to EUR 17,461 thousand (EUR 14,721 thousand, as of March 31, 2018), increased by EUR 2,740 thousand compared to the previous financial year, comprising as follows :

- Costs for the production of the TV channel "Roma TV" and "Roma Radio" for overall EUR 3,895 thousand (EUR 3,520 as at March 31, 2018), increased by EUR 375 thousand for the development of the activities of the theme TV channel Roma TV and the channel Roma Radio;
- Expenses for professional consultancy, equal to EUR 7,852 thousand (EUR 5.327 thousand as at March 31, 2018), increased by EUR 2,525 thousand compared to the same period in the previous

financial year due to the recourse to legal advisors and to the performance of corporate services having professional nature;

- Expenses for the management of the corporate office and the sport center for EUR 2,359 thousand (EUR 1,930 thousand), increased by EUR 429 thousand compared to the same period of the previous financial year, mainly due to laundry services, water consumption, gas, electric energy, phone utilities, cleaning, canteen, surveillance and maintenance of the sport center;

- Costs for maintenance and assistance of hardware, software website and e-commerce, equal to EUR 1,392 thousand (EUR 1,615 thousand, as of March 31, 2018), of which EUR 223 thousand concern, compared to the same period in the previous financial year, technological investments for the improvement of the organization and the optimization of the IT activities supporting corporate activities and commercial services.

- The Board of Directors compensation, equal to EUR 113 thousand (EUR 131 thousand as at March 31, 2018) related to the remuneration paid to the independent directors.

- Costs for transportation, travel, equal to EUR 1,377 thousand (EUR 1,707 thousand, as of March 31, 2018), decreased by EUR 330 thousand in compared to the same period in the previous financial year

Advertising costs, equal to EUR 4,431 thousand (EUR 3,717 thousand, as of March 31, 2018), increased by EUR 714 in the period, composed by expenses borne by Soccer SAS as for EUR 2,326 thousand (2,021 thousand as at March 31, 2018),mainly for corporate marketing, consisting of the commercialization of advertising spaces within the Stadio Olimpico during home matches, increased by EUR 305 thousand in the period due to the seasonal nature of sports activities. Expenses related to advertising and promotion of AS Roma, equal to 2,105 thousand (EUR 1,696 thousand as at March 31, 2018), increased by EUR 409 thousand, compared to the same period of the previous financial year refer to commercial, promotion and corporate activities in Italy and abroad.

27. COSTS OF USE OF THIRD-PARTY ASSETS

Costs of use of third party assets, as at March 31, 2019, are equal to EUR 8,111 thousand (EUR 7,784 thousand, as of March 31, 2018), increased by EUR 327 thousand, made up as follows;

- Costs for the license to use the Stadio Olimpico, equal to EUR 2,523 (EUR 2,634 thousand, as of March 31, 2018), down by EUR 111 thousand compared to the same period of the previous financial year.

- Lease costs for the Complesso Immobiliare di Trigoria [Complex of Trigoria], paid to A.S. Roma Real Estate, in the amount of EUR 2,025 thousand, which have remained unchanged compared to the same period in the previous financial year. It is noted that the rent is established in a determined amount and therefore there are no potential instalments based on the value of a parameter that may change due to reasons other than the passing of time; also, the lease agreement does not provide for restrictions in terms of use;

- Lease costs for the A.S. Roma Store, in the amount of EUR 1,023 thousand (EUR 941 thousand, as of March 31, 2018);

- Lease of football fields, for EUR 232 thousand (EUR 197 thousand as at March 31, 2018);

- Movable and immovable leases, lease of computers, motor vehicles, health equipment, software licenses in the amount of EUR 2,308 thousand (EUR 1,987 thousand, as of March 31, 2018); increased by EUR 321 thousand compared to previous comparative period.

28. PERSONNEL COSTS

Personnel costs as at March 31, 2019 are equal to EUR 146,553 thousand (EUR 109,781 thousand, as of March 31, 2018), increased by EUR 36,772 thousand compared to the same period in the previous financial year, primarily due to the higher costs of the registered personnel, as a consequence of the investment policies performed. It is also recorded the increase of the Media area and the commercial area of the affiliates Soccer and Roma Studio. It should be noted that, as effect of the execution of certain economic agreements for sport performance during the summer season and the winter season of the transfer campaigns and the accrual of individual prizes upon reaching certain sports goal, an uneven distribution of these costs throughout the period occurs.

(Amounts in thousands of EUR)	Nine months ended March 31, 2019			Nine months ended March 31, 2018		
	Registered players	Other employees	Total	Registered players	Other employees	Total
Salaries and wages	129,070	10,451	139,521	94,510	9,216	103,726
Welfare costs	2,555	2,977	5,532	2,180	2,747	4,927
T.F.R. (severance indemnity)	-	862	862	-	736	736
Other costs (Faifc)	638	-	638	392	-	392
Total	**132,263**	**14,290**	**146,553**	**97,082**	**12,699**	**109,781**

The costs relate to the remuneration of the personnel and are divided as follows:

- The **costs for football players**, equal to EUR 129,070 thousand (EUR 94,510 thousand, as of March 31, 2018), increased by EUR 34,560 thousand compared to the same period in the previous financial year, following the effects of the sale and purchase transaction of the player registration rights defined during the market summer season, with the aim of improving the quality and competition of the same team;
- Managers, office workers and workers, equal to EUR 10,451 thousand (EUR 9,216 thousand as at March 31, 2018), increased by EUR 1,235 thousand compared to the same period of the previous financial year, for the increased work force, supplemented with medium-high profile figures and the improvement of the commercial area and the media area;
- social securitiy expenses, equal to EUR 5,532 thousand (EUR 4,927 thousand as at March 31, 2018) increased by EUR 605 thousand in the period, are related, for EUR 2,555 thousand (EUR 2,180 thousand as at March 31, 2018) to registered personnel and, for EUR 2,977 thousand (EUR 2,747 thousand as at March 31, 2018) to managers and employees.
- Severance payment of managers and employees for EUR 862 thousand (EUR 736 thousand as at March 31, 2018), increased by 126 thousand respect to 2018 Quarter;
- Contribution to the end of career fund of football players (Faifc) and other end-of-relationship reserves, for EUR 638 thousand (EUR 392 thousand as at March 31, 2018).

Personnel employed at the end of the period and on average in force during the nine-month period closed, respectively, as at March 31, 2019 and March 31, 2018 in the Group companies is composed of:

Position	Nine months ended March 31, 2019		Nine months ended March 31, 2018	
	Annual Average	End of FY	Annual Average	End of FY
Football players	57	55	54	53
Coaches	90	106	75	88
Other technical staff	60	66	47	55
Managers	14	15	15	18
Employees	176	175	148	137
Workers	4	4	5	4
Total Non-registered Personnel	**401**	**421**	**344**	**355**

29. OTHER EXPENSES

Other expenses as at March 31, 2018 are equal to EUR 4,936 thousand (EUR 3,785 thousand, as of March 31, 2018), increased by EUR 1,151 thousand compared to the same period of the previous financial year, comprising:

(Amounts in thousands of EUR)	Nine months ended March 31, 2019	Nine months ended March 31, 2018
Indirect fiscal charges	**400**	**637**
Contingent liabilities	**1,656**	**36**
Other costs:	2,880	3,112
Total	**4,936**	**3,785**

Indirect fiscal charges, equal to EUR 400 thousand (EUR 637 thousand, as of March 31, 2018 are related for: EUR 119 thousand (EUR 196 thousand as at March 31, 2018), to non-deductible VAT on purchases; EUR 176 thousand (EUR 157 thousand as at March 31, 2018) for municipality tax and duties, withholding taxes, stamp duties, governmental concessions and indirect tax charges, and for EUR 105 thousand (EUR 284 thousand as at March 31, 2018) for fines due to the voluntary rectification of tax returns.

Contingent liabilities, equal to EUR 1,656 thousand (EUR 36 thousand, as of March 31, 2018), concern, as for 1,606 thousand, the outcome of legal claims and settlements, defined during the nine-month period. The remaining amount, equal to EUR 50 thousand, is substantially related to the preventive settlement of potential claims with personnel.

Other costs, equal to a total of EUR 2,880 thousand (EUR 3,112 thousand, as of March 31, 2018), increased by EUR 232 thousand, which are primarily made up of: EUR 703 thousand (EUR 603 thousand as at March 31, 2018) for charges to access the TV signal, EUR 894 thousand (EUR 865, as of March 30, 2018) as contribution for the League association, EUR 180 thousand (EUR 110 thousand as at March 31, 2018) to penalties and fines applied by LNP, EUR 144 thousand (EUR 480 thousand as at March 31, 2018) to gifts; EUR 277 thousand (EUR 290 thousand as at March 31, 2018) for the purchase of tickets away for the UEFA matches, to be sold to the Roma supporters; EUR 305 thousand (EUR 477 thousand as at March 31, 2018) for donations and humanitarian purposes; EUR 377 thousand (EUR 287 thousand as at March 31, 2018) for other minor charges.

30. AMORTIZATIONS AND DEPRECIATIONS AND WRITE-DOWNS

Equal to a total of EUR 64,918 thousand (EUR 43.866 thousand, as of March 31, 2018), increased by EUR 21,052 thousand, substantially for the major relevance of the amortization of the player registration rights, are composed as follows:

(Amounts in thousands of EUR)	Nine months ended March 31, 2019	Nine months ended March 31, 2019
Amortization of the intangible assets	62,941	43,268
Depreciation of the tangible assets	632	248
Devaluation of current receivables	1,345	350
Total	**64,918**	**43,866**

Amortizations of Intangible assets, equal to EUR 62,941 thousand (EUR 43,268 thousand, as of March 31, 2018), relate, for EUR 62,079 thousand (EUR 42,446 thousand as of March 31, 2018), to the amortization of player registration rights, and for EUR 862 thousand (EUR 822 thousand as of March 31, 2018) originating from amortizations of other intangible assets, including the amortization of the AS Roma Library.

Depreciation of Tangible assets, equal to EUR 632 thousand (EUR 248 thousand as at March 31, 2018) show an increase of EUR 348 thousand as at March 31, 2018 as a consequence of the investment made and the reclassification of the improvements on third parties' goods from Intangible Assets. For the details, please see the comments on the corresponding items of the balance sheet.

Write-off of current receivables, equal to EUR 1,345 thousand (EUR 350 thousand as at March 31, 2018) are mainly referred to the adjustment at the estimated realization value of trade receivables, performed for EUR 753 thousand, by Mediaco, for EUR 341 thousand by Soccer and for EUR 251 by the Parent Company. Write off of receivables is due to the insolvency of the counterpart. As such, receivables present clear indicators of impairment, as per the opinion of the Legal Counsel of the entity as well, thus their value is adjusted to reflect that, by writing off the entire amount of impaired receivables.

31. NET GAIN ON PLAYERS REGISTRATION RIGHTS SALES

Net gain on player registration rights sales has generated, in the nine months period closed as at March 31, 2019, a net positive result of EUR 71,270 thousand (EUR 3,247 thousand, as of March 31, 2018), increased by EUR 68,023 thousand compared to the same period in the previous financial year, determined as follows:

(Amounts in thousands of EUR)	Nine months ended March 31, 2019			Nine months ended March 31, 2018		
	Proceeds	Charges	Total	Proceeds	Charges	Total
Capital gains/Capital losses and write-downs	76,290	(1,262)	75,028	20,068	(6,476)	13,592
FIFA Solidarity Proceeds/Charges	579	(3,302)	(2,723)	102	(55)	47
Temporary Transfers	1,696	(7)	1,689	1,151	(5,704)	(4,553)
Training and Career Awards	-	(344)	(344)	-	(220)	(220)
Other Proceeds and Charges	6,026	(8,406)	(2,380)	750	(6,369)	(5,619)
Total	**84,591**	**(13,321)**	**71,270**	**22,071**	**(18,824)**	**3,247**

Gain on player registration rights sales, equal to overall EUR 84,591 thousand (EUR 22,071 thousand as at March 31, 2018) register an increase of EUR 62,520 thousand compared to the same period in the previous financial year, in substance attributable to a major relevance of capital gains realized and the improvement of the other proceeds of the sports management.

The capital gains realized, equal to 76,290 thousand (EUR 20,068 thousand as at March 31, 2018) register an increase of EUR 56,222 thousand in the period and result composed as follows:

2018-2019 Transfers (amounts in EUR/000)	**Transferee Club**	**Transfer Value**	**Net accounting value**	**Realized capital gains**
Alisson	Liverpool	62,500	(4,894)	57,606
Gyomber	Perugia	500	(438)	62
Radonjic	Stella Rossa	2,700	(789)	1,911
Strootman	Olympique Marseille	24,375	(7,129)	17,246
Total capital gains		**90,075**	**(13,250)**	**76,825**
IAS adjustments for discounting of receivables vs. football teams beyond 12 months				(535)
Total net capital gains				**76,290**

2017-2018 Transfers (amounts in Euro /000)	**Transferee Club**	**Transfer value**	**Net accounting value**	**Realized capital gains**
Mario Rui	Napoli	8,837	(6,711)	2,126
Emerson Palmieri	Chelsea	19,283	(1,636)	17,647
Vainquer	Antalysport	500	(20)	295
Total capital gains		**28,620**	**(8,552)**	**20,068**

Temporary transfer of player registration rights, equal to EUR 1,696 thousand (EUR 1,151 thousand as of March 31, 2018), related to Rezan Corlu (Lyngby BoldKlub A/S), Sadiq (Rangers FC Ltd), Bruno Peres (Sao Paulo FC), Defrel (Sampdoria) e Gerson (Fiorentina).

Other proceeds, equal to EUR 6,026 thousands (EUR 750 thousands as at March 31, 2012) related, for EUR 5,644 thousand to bonuses accrued in the period, recognized by football teams, related to the transfer of the players Alisson e Salah (Liverpool), for EUR 3,500 thousand; Rudiger (Chelsea), for EUR 954 thousand; Dicombo (Pescara), for EUR 1.000 thousand and Ponce (AEK), for EUR 190 thousand. The residual amount, equal to EUR 382 thousand, is related to the greater proceeds acknowledged by FIFA for the participation of the registered personnel and former registered personnel to the world cup Russia 2018, compared to what ascertained during the previous financial year.

Changes on players registration rights sales, equal to EUR 13,321 (EUR 18,824, as of March 31, 2018), register a decrease amounting to EUR 5,503, compared to the corresponding period of the previous financial year.

Capital losses, equal to EUR 1,262 thousand, (EUR 6,476 as at March 31, 2018) are related, for EUR 45 thousand to the capital loss realized for the definitive transfer of the player Matteo Ricci to Spezia Calcio and, for EUR 1,217 thousand to the fair value evaluation of the player registration rights.

FIFA solidarity charges, equal to 3,302 thousand (EUR 55 thousand as at March 31, 2018) are due pursuant to the FIFA regulation on international transfers. In particular, they are referred, as per EUR 3,162 thousand, to solidarity due in relation to the transfer of player registration rights Alisson to Liverpool FC. The remaining amount, equal to EUR 140 thousand is related to the contributions due by the transfer of Salah and Rudiger to Liverpool FC and Radonjic to Stella Rossa.

Temporary transfers of player registration rights, in the amount of EUR 7 thousand relate to a Brazilian player for the youth team. In the 2018 Quarter, the charges, amounting to 5,704 thousand, referred to the temporary acquisition of the players: Defrel (Sassuolo), and Schick (Sampdoria).

Other charges for the management of players, equal to EUR 8,406 thousand (EUR 6,639 thousand as of March 31, 2019), increased by EUR 1,767 thousand compared to the same period in the previous financial year is composed, by EUR 2,276 thousand (EUR 1,433 thousand as at March 31, 2018) by accessory charges contractually provided for the acquisition of the player registration rights and by contractually established bonuses to the benefit of the Football teams of origin. The remaining amount of EUR 6,355 (EUR 4,936 thousand as at March 31, 2018), is related to fees paid to sports agents for activities performed on behalf of the Company in the context of the transfers to other Clubs of player registration rights.

The additional information requested by Covisoc–FIGC to further explain such item of the financial statements, with the indication of the individual transactions occurred in the current financial year (figures in thousands of EUR), are included in a specific Table attached to these Explanatory Notes.

32. CHANGE IN PROVISIONS

In the period, Change in provisions have been made to adjust provisions at the end of the period on the basis of potential tax and legal claims and disputes equal to EUR 663 thousand (EUR 293 thousand as at March 31, 2018). In particular, the Change in provisions made refer to claims raised after tax assessments performed during the 2019 Quarter, that may derive from tax disputes only in case of a negative outcome of the dispute existing with the Financial administration and refer, for EUR 573 thousand, to the Parent Company and, for EUR 90 thousand, to Soccer.

33. NET FINANCIAL EXPENSES

Financial management records net financial expenses, equal to EUR 21,242 thousand (EUR 18,723 thousand as of March 31, 2018), increased by EUR 2,519 thousand, made up as follows:

(Amounts in thousands of EUR)	Nine months ended March 31, 2019	Nine months ended March 31, 2018
Financial income on bank accounts	4	2
Foreign Exchange gain	2,202	1,786
Financial income due to adjustments of trade receivables/liabilities	71	-
Other financial income	12	100
Financial Income	**2,289**	**1,888**
Interest expenses on bank accounts	(134)	(469)
Interest expenses from football teams	(279)	(551)
Interest expenses on the Facility agreement financing	(12,296)	(12,536)
Interest expenses on Factoring and Leasing	(1,372)	(551)
Other financial expenses	(41)	(49)
Financial expenses for adjustments of trade receivables / liabilities	(6,925)	(5,472)
Bank fees and other charges	(2,430)	(943)
Foreign exchange loss	(54)	(39)
Financial Expenses	**(23,531)**	**(20,611)**
Total Net Financial Income (Expenses)	**(21,242)**	**(18,723)**

Financial Income, equal to EUR 2,289 thousand (EUR 1,888 thousand as of March 31, 2018), up by EUR 401 thousand compared to March 31, 2018, in substance due to the major relevance of adjustment of trade receivables/liabilities. These, equal to EUR 2,202 thousand (EUR 1,786 thousand as at March 31, 2018) are in substance related to the discounting of the trade receivables, with an expiration date of over 12 months.

Financial expenses, equal to EUR 23,531 thousand (EUR 20,611 thousand as of March 31, 2018), increased by EUR 2,920 as at March 31, 2018. These refer to, for EUR 12,296 thousand, to interests accrued on the facility agreement of the subsidiary ASR Media and Sponsorship related to the refinancing transaction of the financial liability of the Group ended in February 2015 and renegotiated in June 2017, detected pursuant to the amortized cost criteria (in accordance with IFRS 9), including directly attributable ancillary charges.

There are also financial expenses, for EUR 6,925 (EUR 5,472 as at March 31, 2018) for the partial restoration of the value of the commercial liabilities having a payment expiration date of over 12 months, discounted in previous financial years, financial commissions and losses on exchange for transactions.

34. TAXES

Current and deferred Taxes have been calculated in the amount of EUR 6,541 thousand (EUR 4,104 thousand as of March 31, 2018), increased by EUR 2,437 thousand compared to the same period in the previous financial year. Income taxes have been determined based on management's best estimate of the amount of annual tax payable, attributable to the nine-month period covered by these condensed consolidated financial statements.

Current Income Taxes, equal to EUR 9,190 thousand (EUR 4,104 thousand as of March 31, 2018), of which EUR 6,595 (EUR 4,232 as at March 31, 2018) thousand due for IRAP and EUR 2,595 thousand (EUR 1,541 thousand as at March 31, 2018) due for IRES. Taxes for the interim financial statements are determined on the basis of tax laws and regulations in force.

Tax liabilities are partially absorbed by the corporate taxes income(IRES), equal to 2,792 thousand (EUR 1,669 thousand as at March 31, 2018), deriving from the transfer of part of the tax losses, due in the period of examination by the Parent Company, to the parent company NEEP Roma Holding. The IRES position, therefore, results, overall as a receivable for EUR 197 thousand, as an effect of taxable amounts achieved in the period by the companies of the Group NEEP Roma Holding. For this purpose, it must be noted that starting in the financial year 2014-2015, the companies of the Group have joined the National Group Consolidated put in place by NEEP Roma Holding. As a consequence, all the taxable amounts and the tax losses accrued in the part of the period by the AS Roma Group fall into the parent company NEEP Rom Holding.

It should be noted that, on the basis of the tax returns filed by AS Roma, with reference to the financial year closed as at June 30, 2018, the Parent Company has, on its own, tax losses for EUR 216 million, which may be carried forward without any limits whatsoever, achieved until the financial year as at June 30, 2014. Furthermore, by virtue of joining the National Group Consolidated promoted by NEEP Roma Holding, during the financial years closed as at June 30, 2016, 2017 and 2018, for EUR 75 million, and usable without any limits by the companies included in the consolidated. On these tax losses, no deferred tax assets were included, due to the nonexistence, for the time being, of certain and precise elements that may determine a taxable income during the next financial years.

35. Net loss per share

Net loss per share, as at March 31, 2019 was EUR 0.046 (loss of EUR 0,1051 as of March 31, 2018), has been calculated by dividing the net consolidated loss of the AS Roma Group, EUR 28,905 thousand (loss of EUR 41,790 as at March 31, 2018), by the average weighted number of the outstanding ordinary shares of A.S. Roma in the same period, equal to no. 628,882,320 (no. 397,569,888, as of March 31, 2018), having taken into account the share capital increase that took place on June 21, 2018.

Basic earnings per share is computed by dividing losses attributable to owners of the parent by the weighted average number of shares outstanding during the accounting period.

Finally, it should also be noted that in the periods under examination no stock option nor stock grant plans, nor any financial instruments issued with potentially dilutive effects exists.

36. Other components of comprehensive income that will not be reclassified to profit or loss in future years

No other items of the overall operating period in the 2019 Quarter nor in the corresponding period of the previous financial year are registered.

SIGNIFICANT EVENTS AFTER THE MARCH 31, 2019

On 6 May, 2019 the Uefa Licensing Office had decided to issue the *License* for AS Roma for the 2019/2020 football season and on 5 July, 2019 the FIGC Office had decided to issue the *National License* for AS Roma for the 2019/2020 football season.

Paulo Alexandre Rodrigues Fonseca and AS Roma has signed a contract for the Coach of first team valid for the two sport seasons 2019/20 and 2020/21, with an option to extend the assignment for the season 2021/22.

Subsequently of the agreement with Paulo Alexandra Rodrigues Fonseca, the new coach of the first team of A.S. Roma, a consensual resolution agreement has been reached between AS Roma and the former coach Eusebio Di Francesco, together with all his staff.

A consensual resolution agreement of the employment relationship has been reached between Frederic Massara and AS Roma.

AS Roma appointed Gianluca Petrachi as the Club's Sports Director, starting from July 1, 2019 and for three sports seasons.

During the summer transfer campaign, started in June 2019, the main transaction defined are the permanent disposal of the player's registration rights of players Ponce to the Spartak Mosca, player Manolas to the S.S.C. Napoli S.p.A., player Luca Pellegrini to the Juventus Football Club S.p.A., player El Sharaawy to Shanghai Shenhua and player Gerson to Flamengo, and the permanent acquisition of the player's registration rights of Leonardo Spinazzola from Juventus Football Club S.p.A., Amadou Diawara from S.S.C. Napoli S.p.A, Pau Lopez from Real Betis Balompié, Gianluca Mancini from Atalanta Bergamasca Calcio S.p.A and Jordan Veretout from ACF Fiorentina S.p.A..

Moreover, on 9 May, the Italian Tax authorities began a tax audit on ASR Media and Sponsorship S.r.l., which remains ongoing, regarding the fiscal years 2014 to 2017.

OTHER INFORMATION

The most important commercial leases in force as at March 31, 2019 refer mainly to the Parent Company, in particular for being granted the use of the Stadio Olimpico and the lease of the Training Complex Trigoria. Soccer is responsible for the commercial property leases. As at March 31, 2019, residual payables, for rent to be paid, are overall equal to EUR 28,944 thousand, of which EUR 1,780 thousand by the end of the current financial year. It is noted that the AS Roma Group does not have any obligation related to guarantees issued in favor of third parties.

* * *

ASR Media and Sponsorship S.r.l.

Independent auditor's report pursuant to article 14 of Legislative Decree n. 39, dated 27 January 2010

Financial statements as of 30 June 2018

This report has been translated into English from the original, which was prepared in Italian and represents the only authentic copy, solely for the convenience of international readers.

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Via Ludovisi, 16
00187 Roma

Independent auditors report

pursuant to article 14 of legislative decree 39 of 27 January 2010

To the quota-holders of
ASR Media and Sponsorship S.r.l.

Report on the financial statements

Opinion

We have audited the financial statements of ASR Media and Sponsorship S.r.l. (the Company), which comprise the statement of financial position as of 30 June 2018, the statement of comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, and the explanatory notes to the financial statements, including a summary of significant accounting policies.

In our opinion the financial statements give a true and fair view of the financial position of the Company as of 30 June 2018 and of the results of its operation and cash flows for the year then ended in accordance with International Financial Reporting Standards as adopted by the European Union.

Basis of opinion

We conducted our audit in accordance with International Standards on Auditing (ISA Italia). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of this report. We are independent of the company in accordance with ethical requirements and standards applicable in Italy that are relevant to the audit of financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and those charged with governance for the financial statements

Management is responsible for the preparation of financial statements that give a true and fair view in accordance with the Italian regulations and accounting principles governing financial statements and, within the limits of the law, for such internal control as Management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, Management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless Management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with International Standards on Auditing (ISA Italia) will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit conducted in accordance with International Standards on Auditing (ISA Italia), we exercise professional judgment and maintained professional skepticism throughout the audit. Furthermore:

- We identified and assessed the risks of material misstatement of the financial statements, whether due to fraud or error; we designed and performed audit procedures responsive to those risks, we obtained audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control;
- We obtained an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control;
- We evaluated the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by Management;
- We concluded on the appropriateness of Management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern;
- We evaluated the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation;

We communicated with those charged with governance, identified at an appropriate level as required by ISA Italia regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identified during our audit.

Report on compliance with other laws and regulations

Opinion pursuant to art. 14, paragraph 2, letter e), of Legislative Decree n. 39/10

Management of ASR Media and Sponsorship S.r.l. is responsible for the preparation of the report on operations of ASR Media and Sponsorship S.r.l. as of 30 June 2018, including their consistency with the financial statements and their compliance with the applicable laws and regulations.

We have performed the procedures required under audit standard (SA Italia) n. 720B in order to express an opinion on the consistency of the report on operations, with the financial statements of ASR Media and Sponsorship S.r.l. as of 30 June 2018 and on their compliance with the applicable laws and regulations, and in order to assess whether they contain material misstatements, if any.

In our opinion the report on operations mentioned above is consistent with the financial statements of ASR Media and Sponsorship S.r.l. as of 30 June 2018 and is prepared in compliance with the laws and regulations.

With reference to the assessment pursuant to article 14, paragraph. 2, letter e), of Legislative Decree n. 39/10 based on our knowledge and understanding of the entity and its environment obtained through our audit, we have nothing to report.

Rome, October 24, 2018

BDO Italia S.p.A.

Signed by Felice Duca
Partner

ASR • MEDIA
AND SPONSORSHIP S.R.L.

ANNUAL FINANCIAL REPORT

FOR THE FINANCIAL YEAR ENDED AS AT 30 JUNE 2018

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ASR Media and Sponsorship Srl

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ASR MEDIA AND SPONSORSHIP Srl

ACCOUNTING STATEMENTS

Financial statements AS AT 30 JUNE 2018

ASR MEDIA AND SPONSORSHIP Srl

BALANCE SHEET – ASSETS	note	30/06/2018	30/06/2017
A) NON-CURRENT ASSETS			
a) Other fixed assets		16,415.243	16,631,144
Intangible assets with a finite useful life	**1**	**16,415,243**	**16,631,144**
a) concessions, licenses, trademarks and similar rights		123,106,624	123,106,624
Intangible assets with an indefinite useful life	**2**	**123,106,624**	**123,106,624**
a) plant and equipment		10,934	14,639
b) industrial and commercial equipment		7,726	10,344
c) other assets		20,487	26,837
Property, equipment, plant and equipment	**3**	**39,147**	**51,820**
a) receivables for financial assets		234,225,968	218,037,550
Other non-current assets	**4**	**234,225,968**	**218,037,550**
Total non-current assets		**373,786,982**	**357,827,138**
B) CURRENT ASSETS			
a) due from customers		2,213,918	352,669
b) due from parent company		0	609,130
Trade receivables	**5**	**2,213,918**	**961,799**
Current financial assets	**6**	**16,882,620**	**20,447,912**
a) other receivables		7,440,207	5,780,252
Other current assets	**7**	**7,440,207**	**5,780,252**
a) Prepayments		205,506	196,670
Prepayments	**8**	**205,506**	**196,670**
Cash at bank and in hand	**9**	**10,780,046**	**6,145,363**
Total current assets		**37,522,297**	**33,531,996**
TOTAL ASSETS		**411,309,279**	**391,359,134**

ASR MEDIA AND SPONSORSHIP Srl

BALANCE SHEET – LIABILITIES	note	30/06/2018	30/06/2017
A) CAPITAL AND RESERVES			
Share Capital		200,000	200,000
Legal Reserve		40,000	40,000
Other reserves		122,147,482	122,147,482
Profit (loss) for the financial year		10,686,415	12,566,227
Total Capital and Reserves	**10**	**133,073,897**	**134,953,709**
B) NON-CURRENT LIABILITIES			
Long term loans	**11**	201,813,316	212,970,521
Deferred tax provision	**12**	18,725,201	16,754,128
Total non-current liabilities		**220,538,517**	**229,724,649**
C) CURRENT LIABILITIES			
a) Payables to suppliers		71,525	28,156
d) Payables to parent company		218,685	167,575
Trade payables	**13**	**290,210**	**195,731**
Short-term loans	**14**	16,587,920	5,287,624
Tax payables	**15**	1,342	45,002
Other liabilities	**16**	40,817,393	21,152,419
Total current liabilities		**57,696,865**	**26,680,776**
TOTAL LIABILITIES AND CAPITAL AND RESERVES		**411,309,279**	**391,359,134**

ASR MEDIA AND SPONSORSHIP Srl

OVERALL PROFIT AND LOSS ACCOUNT	note	30/06/2018	30/06/2017
a) Other sundry proceeds		22,707,320	22,700,820
Other revenues and proceeds	**17**	**22,707,320**	**22,700,820**
Total Operating revenues		**22,707,320**	**22,700,820**
Administrative and general expenses		(243,136)	(221,476)
Services	**18**	**(243,136)**	**(221,476)**
Indirect tax charges for the financial year		(10,468)	(30,742)
Extraordinary costs		(9)	(16,585)
Other charges		0	(886)
Other operating charges	**19**	**(10,477)**	**(48,213)**
Total Operating costs before depreciation, amortization and other write-downs		**(253,613)**	**(269,689)**
Earnings before interest, tax, depreciation and amortization (EBITDA)		**22,453,707**	**22,431,131**
Depreciation, amortization and other write-downs	**20**	(253,663)	(231,525)
Earnings before interest and taxes (EBIT)		**22,200,044**	**22,199,606**
Financial proceeds and charges		(6,750,156)	(3,838,933)
Exchange gains and losses		(67)	1,034
Net financial items	**21**	**(6,750,223)**	**(3,837,899)**
Profit/loss before taxes		**15,449,821**	**18,361,707**
a) current taxes		(2,792,332)	(3,824,406)
b) Prepaid and deferred taxes		(1,971,074)	(1,971,074)
Taxes for the year	**22**	**(4,763,406)**	**(5,795,480)**
Profit (loss) for the year		**10,686,415**	**12,566,227**
Other profit/loss items for the financial year	**23**	**0**	**0**
Total profit/loss for the financial year		**10,686,415**	**12,566,227**

ASR MEDIA AND SPONSORSHIP Srl

STATEMENT OF CHANGES IN CAPITAL AND RESERVES	Share Capital	Legal Reserve	Other reserves	Profit/loss for the financial year	Capital and Reserves
(Amounts in thousands of EUR)					
At 30 June 2015	**200**	**-**	**122,148**	**4,253**	**126,601**
Allocation of the profit for the year to Reserves (1)	-	40	-	(40)	-
Shareholders' dividends (1)	-	-	-	(4,213)	(4,213)
Profit/loss at 30 June 2016	-	-	-	12,528	12,528
At 30 June 2016	**200**	**40**	**122,148**	**12,528**	**134,916**
Shareholders' dividends (2)	-		-	(12,528)	(12,528)
Profit/loss at 30 June 2017	-	-	-	12,566	12,566
At 30 June 2017	**200**	**40**	**122,148**	**12,566**	**134,954**
Shareholders' dividends (3)	-		-	(12,566)	(12,566)
Profit/loss at 30 June 2018	-	-	-	10,686	10,686
At 30 June 2018	**200**	**40**	**122,148**	**10,686**	**133,074**

(1) Resolution of the Shareholders' Meeting of ASR Media and Sponsorship Srl of 23 October 2015.
(2) Resolution of the Shareholders' Meeting of ASR Media and Sponsorship Srl of 26 October 2016.
(3) Resolution of the Shareholders' Meeting of ASR Media and Sponsorship Srl of 25 October 2017.

CASH FLOW STATEMENT (amounts in thousands of EUR)	Note	30.06.2018	30.06.2017
A) Profit/loss before taxes		**15,450**	**18,362**
+ depreciation of fixed assets	20	229	229
+ provisions and other write-offs	20	25	3
Financial management	21	6,750	3,838
change in current receivables	5-7-8-20	(2,946)	12,583
change in current payables	13	94	46
change in tax payables	15	(44)	(884)
change in other current liabilities	16	19,665	(20,213)
change in deferred tax provision	12	1,971	1,971
+/- tax management	22	(4,763)	(5,795)
B) Cash flow from operating activities		**20,981**	**(8,223)**
Investments in tangible and intangible assets	1-2	0	0
C) Cash flow from investments		**0**	**0**
Change in non-current financial receivables	**4**	(16,188)	(30,243)
Change in current financial receivables	6	3,565	(20,448)
Change in loan agreements	11-14	143	55,667
Financial proceeds (charges)	21	(6,750)	(3,838)
Decrease for dividends paid to shareholders	10	(12,566)	(12,528)
D) Cash flow from financial assets		**(31,796)**	**(11,389)**
TOTAL CASH FLOW		**4,635**	**(1,250)**

Change in cash at bank and in hand net of overdrafts:	30.06.2018	30.06.2017
Initial cash at bank and in hand and equivalents	**6,145**	**7,396**
Final cash at bank and in hand and equivalents	**10,780**	**6,145**
Change in cash at bank and in hand net of bank overdrafts	**4,635**	**(1,250)**

Breakdown of cash at bank and in hand:		
Cash at bank and in hand and equivalents	**10,780**	**6,145**
Overdrafts	**-**	**-**
Final cash at bank and in hand and equivalents	**10,780**	**6,145**

ASR MEDIA AND SPONSORSHIP Srl

EXPLANATORY NOTES

FINANCIAL STATEMENTS

AT 30 JUNE 2018

GENERAL INFORMATION

ASR Media and Sponsorship Srl (the "Company" or "MediaCo") is a limited liability company under Italian law, incorporated and located in Italy, with registered office at Via Emilia no. 47, Rome.

The Company operates in the incorporation, management and exploitation of intangible assets in the sports sector.

APPROVAL OF SEPARATE FINANCIAL STATEMENTS

The separate Financial Statements as at 30 June 2018 were approved by the Board of Directors at its meeting on 4 October 2018. These financial statements have been audited by BDO Italia S.p.A., whose report is attached at the end of this Annual Financial Report.

VALUATION CRITERIA AND ACCOUNTING PRINCIPLES

The Company has adopted the International Financial Reporting Standards (IAS/IFRS) ("IAS/IFRS Standards") for the preparation of its annual and interim financial statements. Therefore, these Financial Statements have been prepared in accordance with these Standards, approved by the European Commission and supplemented by the relevant Interpretations issued by the International Accounting Standards Board (IASB), at the date of approval of these financial statements.

The Financial Statements consist of the mandatory financial statements (Full Profit and Loss Account, Balance Sheet, Statement of Changes in Capital and Reserves and Cash Flow Statement), together with the Explanatory Notes to the Financial Statements. With reference to the financial statements, the distinction between "current/non-current" has been adopted for the Balance Sheet as the method of representing assets and liabilities, while for the Profit and Loss Account the classification of income and charges is by the nature of the item. The Cash Flow Statement was prepared using the indirect method, adjusting the profit/loss through other non-monetary items.

The application of the IAS/IFRS Standards for the preparation of the financial statements means that Company Management must provide forecasts of accounting estimates based on comprehensive and/or subjective judgements, on past experience and on reasonable and realistic assumptions on the basis of information known at the time of the estimate. These estimates may affect the accounting value of assets and liabilities, including contingent assets and liabilities. If in the future such estimates and assumptions, based on the best evaluation by the Directors, should differ from the actual circumstances, they will be modified as appropriate. All valuations are made on a going concern basis and in accordance with the accrual principle.

The following principles have been complied with in the preparation of these Financial Statements:

- items are valued on a going concern basis;
- items are accounted for on an accrual basis;
- the presentation and classification of items is carried out in accordance with the principle of consistency between financial years;
- each material class of similar items is presented separately in the financial statements; items of a dissimilar nature or function are presented separately, unless they are immaterial;
- assets and liabilities, proceeds and expenses, are not offset unless required or permitted by a Standard or an Interpretation.

The financial statements are expressed in EUR, while the notes to the financial statements are expressed in thousands of EUR.

For the most significant items, the valuation criteria and accounting standards adopted are set out below, taking into account that, during the period, there were no circumstances that made it necessary to depart from the provisions contained in an IAS/IFRS Standard or in an Interpretation.

Intangible assets

IAS 38 (Intangible Assets) defines intangible assets as non-monetary, identifiable assets without physical substance. These assets are defined as resources and, therefore, can be recognized in the financial statements if, in addition to the requirement of identifiability, they are controlled by the Company as a result of past events, and it is probable that they will generate future economic benefits for the Company.

The condition of identifiability is met if the intangible asset:

- is separable, i.e. capable of being separated and sold, transferred, licensed, rented or exchanged, either individually or together with a related contract, asset or liability;

- arises from a contractual right or other legal right, regardless of whether such rights are transferable by the Company, or from other rights and obligations.

The Company controls an asset if it has the capacity to take advantage of the related future economic benefits deriving from the resource itself and can also limit the access of such benefits to third parties. This ability to control economic benefits usually results from the existence of exclusive legal rights, even if, as a matter of fact, it is not limited to the existence of such rights, because it may be able to control future economic benefits in some other way.

Another condition is the ability of the asset to generate future economic benefits, whether these revenues, cost reductions or benefits arise from the direct use of the asset itself. Therefore, the asset is recognized when there is a likelihood of future economic benefits, measured using reasonable and sustainable assumptions that represent the Management's best estimate of the economic conditions that will exist over the useful life of the asset. This valuation is carried out at the date of acquisition of the asset.

If the payment of an intangible asset is deferred beyond normal payment terms, this is recorded in the financial statements on the basis of its net present value; the difference between this value and the total payment is recorded as a financial expense over the period of existence of the debt.

Assets with a finite useful life are depreciated on a straight-line basis from the moment when the asset is available for use, and their recoverability is assessed in accordance with the criteria set out in IAS 36.

Assets with an indefinite useful life are not depreciated on a straight-line basis but are subject to an annual impairment test in accordance with the criteria set out in IAS 36.

Property, Plant and Equipment

In accordance with IAS 16 (Property, Plant and Equipment), Property, Plant and Equipment consists of durable goods used in the production or supply of goods and services, or for administrative purposes and, therefore, not intended for sale nor as investment property. The following are therefore included in this item:

- prepayments or deferrals, shared over several years, the distribution of which will contribute to the income and to the financial position of several consecutive financial years;
- tangible goods and prepayments to suppliers for the purchase of the same, with long-term economic utility.

Property, Plant and Equipment are recognized as assets when:

- it is probable that the future economic benefits associated with the asset will benefit the company,
- the cost of the asset can be reliably determined.

The requirement of certainty that the future economic benefits associated with an asset will benefit the company is usually linked to the transfer of all the risks and rewards associated with the asset.

Property, Plant and Equipment are initially recorded at cost, which includes, in addition to the purchase or production price, any directly attributable incidental costs or charges necessary to make the assets ready for the use for which they were purchased.

After the initial accounting entry, the valuation can be carried out on the basis of the cost model, or on the basis of the restatement model, by applying the principle chosen to the entire class of Property, Plant and Equipment.

The cost model requires the item to be recorded at cost, net of accumulated depreciation and any write-down.

The restatement model, on the other hand, requires that the value of an item, the fair value of which can be reliably determined, be recorded at a restated value, equal to its fair value at the restatement date, net of any subsequent accumulated depreciation and any subsequent write-down.

The company adopts the cost model and, therefore, the value of an asset recorded in the financial statements at cost is adjusted by straight-line depreciation from the moment at which the asset is available and ready for use, calculated on the basis of its residual possibility of use, i.e. on the basis of its useful life. Straight-line depreciation is defined in the depreciation plan based on the following:

- value to be depreciated;
- depreciation period;
- criteria for allocating the value to be depreciated.

The estimated useful life for the various asset categories is represented by the following rates:

Furniture and fittings	12%
Computer equipment	20%
Internal equipment	15.50%
Air conditioning	15.50%

The residual value and useful life of tangible assets are reviewed annually and updated, where necessary, at the end of each financial year.

The accounting value of an asset is maintained in the financial statements to the extent that there is evidence that this value can be recovered through use. In determining the possibility of accounting values exceeding the recoverable value, each significant element of the fixed assets is valued separately, based on its useful life; however, the grouping together of several elements with similar estimated useful life is permitted.

The capitalization of costs relating to the expansion, modernization or improvement of structural assets is made only to the extent that they meet the requirements to be classified separately as an asset or part of another asset.

Costs incurred for ordinary maintenance and repairs, i.e. to maintain the efficiency of the assets in order to guarantee their useful life and production capacity as originally planned, are costs for the financial year in which they are incurred.

Financial assets

Financial assets, recorded under current and non-current assets, on the basis of their maturity and on forecasts regarding the time in which they will be converted into monetary assets, can refer to loans, receivables, securities (held with the intention of keeping them in the portfolio until maturity), and to all financial assets for which no quotation is available in an active market and the fair value of which cannot be reliably determined.

For the purposes of the valuation, financial assets are divided into the following categories:

- financial assets measured at fair value through Profit and Loss Account;
- receivables and loans;
- financial assets to be held to maturity;
- financial assets available for sale.

The classification of the individual financial assets among the above categories is made at the time of their initial accounting entry. The directors then assess, at each financial statement date, the validity of the initial classification.

Financial assets measured at fair value through profit and loss accounts include assets held for trading, and financial assets designated, on purchase, by management to be measured at fair value through Profit and Loss Accounts.

Receivables and loans consist of non-derivative financial assets, with fixed or identifiable maturities, which are not traded on active markets, and are included under current assets, with the exception of those due more than twelve months after the end of the financial year, which are classified under non-current assets.

Financial assets to be held to maturity are non-derivative financial investments, which the company has the intention and ability to hold to maturity. Their classification as current or non-current assets depends on whether they are expected to be realized within or after twelve months from the end of the financial year.

Financial assets available for sale represent a residual category, consisting of non-derivative financial instruments allocated to this item by the Directors, or which are not attributable to any of the other categories of financial investments. These assets are included in non-current assets, unless they are expected to be sold in the following twelve months.

Financial assets, regardless of their classification, are measured at fair value at the time of their initial accounting entry.

After the initial accounting entry:

- Financial assets measured at fair value through the Profit and Loss Account and available-for-sale financial assets are recorded at fair value. Changes in fair value are firstly recorded in the Profit and Loss Account in the period in which they occur, and secondly, in a specific reserve for Capital and Reserves, which will be transferred to the Profit and Loss Account when the financial asset is actually sold or, in the case of negative changes, when it is clear that the reduction in value deferred to Capital and Reserves cannot be recovered;

- Loans and receivables and financial assets to be held to maturity are accounted for using the depreciated cost method, according to the effective rate of return method. Any write-downs are recorded in the Profit and Loss Account. The value of assets previously written down is reinstated when the factors that led to their write-down no longer exist.

Trade receivables and other receivables

Trade receivables and other receivables included in current or non-current assets are initially recorded at fair value and subsequently valued at fair value, or at depreciated cost on the basis of the effective interest rate. When there is objective evidence of impairment indicators, the asset is reduced to the extent that it is equal to the present value of expected cash flows.

More specifically, provisions for impairment of trade receivables or other receivables are made when there is objective evidence that the Company will not be able to collect the full amount of the receivable. The amount of the provision is equal to the difference between the book value of the receivable and the present value of expected future cash flows, calculated using the effective interest rate.

Cash at bank and in hand

Cash at bank and in hand, recorded under current assets of the Balance Sheet, consisting of actually existing funds, are made up of:

- cash and cash equivalents;
- deposits with banks and credit institutions in general, available for current transactions.

Financial liabilities

Financial liabilities are initially accounted for at fair value, net of all transaction costs, and subsequently measured at depreciated cost, using the effective interest rate method.

These liabilities are classified as Current Liabilities, unless the Company has the right to repay them in more than twelve months; in this case, only the portion of the debt falling due within twelve months is classified as current liabilities, while the remainder will be Non-Current Liabilities.

A financial liability, or part of it, is removed from the Balance Sheet when, and only when, it has been discharged, i.e. when the obligation has been fulfilled, or has been cancelled, or is time-barred. An exchange between debtor and creditor of debt instruments with substantially different conditions will be recognized as a discharge of the original financial liability and with the accounting entry of a new financial liability; similarly, a substantial change in the conditions of an existing financial liability, or part of it, will be recognized as a discharge of the original liability and accounting entry of a new financial liability. The difference between the accounting value of a financial liability, or part of it, discharged or transferred to a third party, and the amount paid, including any non-monetary assets transferred or liabilities assumed, will be recognized in the Profit and loss account.

Current and deferred taxes

Current taxes are calculated on the basis of the estimated taxable income for the year. Deferred taxes are calculated on all temporary differences between the tax value of assets and liabilities and the related accounting entry, using the rates that are reasonably expected to be in force when the deferred tax assets are realized, or the deferred tax liabilities are paid. Deferred tax assets, in particular, are accounted for to the extent that it is considered probable that there will be sufficient future taxable income to offset the temporary differences at the time of their cancellation.

Revenues and costs

Revenues (recorded net of any returns, discounts, rebates and premiums), and operating costs, are recorded in the Profit and Loss Account on an accrual basis and, in accordance with IAS 18, when it is probable that the economic benefits deriving from the transactions will accrue to the company and their amount can be reliably measured.

Functional and presentation currency

The Euro is the Company's functional and presentation currency. The figures shown in the financial statements are presented in EUR, while those shown in the explanatory notes are presented in thousands of EUR.

Transactions and balances in foreign currency

Transactions in foreign currencies are converted at the exchange rate in force on the date of the transaction. Exchange gains and losses arising from the settlement of such transactions and from the conversion of monetary assets and liabilities denominated in foreign currencies at the year-end exchange rates are recorded in the Profit and Loss Account.

ADOPTION OF NEW ACCOUNTING STANDARDS, AMENDMENTS AND INTERPRETATIONS ISSUED BY THE IASB

ACCOUNTING STANDARDS, AMENDMENTS AND INTERPRETATIONS RECENTLY ISSUED BY THE IASB

ACCOUNTING STANDARDS, AMENDMENTS AND INTERPRETATIONS APPLICABLE FROM 1 JULY 2017

- Commission Regulation (EU) 2017/1989 of 6 November 2017, published in Official Journal L 291 of 9 November 2017, adopted Amendments to IAS 12 Income taxes - Recognition of deferred tax assets for unrealized losses. The amendments clarify how to account for deferred tax assets relating to debt instruments measured at fair value. The amendments apply, at the latest, from the commencement date of a company's first financial year starting on or after 1 January 2017. These changes did not have any effect on the valuation of the related items or on the information provided in this Report.

- Commission Regulation (EU) 2017/1990 of 6 November 2017, published in Official Journal L 291 of 9 November 2017, adopted Amendments to IAS 7 Statement of cash flow - Disclosure initiative to clarify IAS 7 to improve information to users of financial statements about an entity's financing activities. The amendments apply, at the latest, from the commencement date of a company's first financial year starting on or after 1 January 2017. The cash flow statement has been adjusted as required and a reconciliation of the opening and closing balances of liabilities arising from financing activities has been provided.

Accounting standards, amendments and interpretations not yet applicable and not adopted in advance

- Commission Regulation (EU) 2018/519 of 28 March 2018, published in Official Journal L 87 of 3 April 2018, adopts IFRIC Interpretation 22 *Foreign Currency Transactions and Advance Consideration*. The Interpretation clarifies the accounting practice for transactions that include the receipt or payment of advances in a foreign currency. The amendments apply, at the latest, as from the commencement date of a company's first financial year starting on or after 1 January 2018.

- Commission Regulation (EU) 2018/498 of 22 March 2018, published in Official Journal L 82 of 26 March 2018, adopts Amendments to IFRS 9 *Financial Instruments – Prepayment Features with Negative Compensation*. The amendments clarify the classification of certain early-repayable financial assets when IFRS 9 is applied. The amendments apply, at the latest, as from the commencement date of a company's first financial year starting on or after 1 January 2019.

- Commission Regulation (EU) 2018/400 of 14 March 2018, published in Official Journal L 72 of 15 March 2018, adopts Amendments to IAS 40 Investment property - *Transfers of investment property*. The amendments clarify when an undertaking is allowed to transfer a property that was not an "investment property" as such or vice versa. The amendments apply, at the latest, as from the commencement date of a company's first financial year starting on or after 1 January 2018.

- Commission Regulation (EU) 2018/289 of 26 February 2018, published in the Official Journal L 55 of 27 February 2018, adopts Amendments to IFRS 2 Share-based payment to clarify how companies should apply the standard in certain specific cases. The amendments apply, at the latest, as from the commencement date of a company's first financial year starting on or after 1 January 2018.

- Commission Regulation (EU) 2018/182 of 7 February 2018, published in the Official Journal L 34 of 8 February 2018, adopts the Annual Improvements to IFRS Standards 2014-2016 Cycle entailing amendments to IAS 28 *Investments in Associates and joint ventures*, IFRS 1 First-time Adoption of International Financial Reporting Standards and IFRS 12 Disclosure of Interests in Other Entities. The objective of the annual improvements is to resolve non-urgent issues relating to inconsistencies in IFRSs or to provide terminological clarification on matters that have been discussed by the IASB during the project cycle. The amendments to IAS 28 and IFRS 1 apply, at the latest, as from the commencement date of a company's first financial year starting on or after 1 January 2018. The amendments to IFRS 12 apply, at the latest, as from the commencement date of a company's first financial year starting on or after 1 January 2017. As at 30 June 2018, the Company did not hold investments available for sale and therefore these changes had no effect on the information provided in this Report.

- Commission Regulation (EU) 2016/1905 of 22 September 2016, published in Official Journal L 295 of 29 October 2016, adopted IFRS 15 *Revenue from contracts with customers*, improving the accounting reporting of revenues and thus overall comparability of revenues in the financial statements. The standard applies, at the latest, from the commencement date of a company's first financial year starting on or after 1 January 2018. The Company does not expect any significant impact on its financial statements as a result of the application of the new standard.

- Commission Regulation (EU) 2017/1987 of 31 October 2017, published in Official Journal L 291 of 9 November 2017, adopted Clarifications of IFRS 15 - *Revenues from contracts with customers*. The amendments clarify certain requirements and provide an additional transitional facility for companies applying the Standard. The amendments apply, at the latest, as from the commencement date of a company's first financial year starting on or after 1 January 2018.

- Commission Regulation (EU) 2016/2067 of 22 November 2016, published in Official Journal L 323 of 29 November 2016, adopted IFRS 9 *Financial Instruments*, to improve financial reporting on financial instruments by addressing problems that have arisen in this area during the financial crisis. More specifically, IFRS 9 responds to the G20's invitation to make the transition to a more forward-looking model for the recognition of expected losses on financial assets. The standard applies, at the latest, as from the commencement date of a company's first financial year starting on or after 1 January 2018. The Company has completed its analysis of the impacts of the adoption of this Standard and has assessed that there is a non-significant initial gross effect.

- Commission Regulation (EU) 2017/1988 of 3 November 2017, published in Official Journal L 291 of 9 November 2017, adopts Amendments to IFRS 4 Joint application of IFRS 9 *Financial instruments* and IFRS 4 *Insurance contracts*. The amendments to IFRS 4 are intended to address the temporary accounting consequences of the time lag between the effective date of IFRS 9 and the effective date of the new accounting standard for insurance contracts, which replaces IFRS 4 (IFRS 17). The Amendments to IFRS 4 apply from the commencement date of a company's first financial year starting on or after 1 January 2018. However, subject to the above conditions, financial conglomerates may choose to apply the Amendments to IFRS 4 from the commencement date of their first financial year starting on or after 1 January 2018.

- Commission Regulation (EU) 2017/1986 of 31 October 2017, published in the Official Journal L. 291 of 9 November 2017, adopted IFRS 16 *Leases*, to improving the accounting treatment of leasing contracts. The Standard applies, at the latest, from the commencement date of a company's first financial year starting on or after 1 January 2019. A more detailed analysis will be carried out in the future to identify any possible consequences.

Accounting standards, amendments and interpretations not yet applicable as they have not yet been approved.

- IFRS 14 - Regulatory Deferral Accounts.
- IFRS 17 – Insurance Contracts
- IFRIC 23 – Uncertainty over Income Tax Treatments
- Amendments to IFRS 10 and IAS 28 - Sale or Contribution of Assets between an Investor and its Associate or Joint Venture.
- Amendments to IAS 7 – Disclosure initiative.

The above and further amendments to accounting standards and interpretations, which should become applicable from next year, are not expected to have a significant effect on the financial statements.

* * *

INFORMATION RELATING TO PERSONS AND ENTITIES EXERCISING MANAGEMENT AND COORDINATION ACTIVITIES

Under Articles 2497-bis and 2497-ter of the Italian Civil Code, in order to provide the necessary information and disclosure of the person or entity who, directly or indirectly, is in a position to exercise management and coordination activities of ASR Media and Sponsorship Srl, the following is a summary of the situation as of 30 June 2018.

It should be noted that ASR Media and Sponsorship Srl is directly controlled by Soccer Sas di Brand Management Srl, which is 0.01% owned by Brand Management Srl, and 99.98% owned by A.S. Roma Spa, which in turn are controlled by NEEP Roma Holding S.p.A., incorporated on 26 April 2011 (with tax code 11418561004), in turn controlled by **AS Roma SPV LLC**, a company incorporated under U.S. law on 27 January 2011 with registered offices at 615 South Du Pont Highway, Dover, Delaware 19901 (U.S.A.), which exercises management and coordination activities. The following is the balance sheet for the financial year ended as at 31 December 2017, the latest approved by the shareholders of AS Roma SPV LLC.

(Amounts in thousands of US Dollars)	31.12.17	31.12.16
Assets		
A – Current assets-escrow cash account	1,958	7,138
B – Other assets – AS Roma Entities	151,675	151,315
C – Investment in Stadium	70,927	38,195
C - Other assets – Notes receivable	119,781	105,000
Total assets	**344,341**	**301,648**
Liabilities & Equity		
A – Equity:		
▪ Share capital – Members' Contributed Capital	294,637	294,637
▪ Retained earnings	(17,176)	(17,102)
▪ Net income	(3,907)	(74)
Total Equity	**273,554**	**277,461**
B - Liabilities:		
▪ Account payable	716	1,186
▪ Other current liabilities (interest, note payable)	70,071	23,001
Total current liabilities	**70,787**	**24,187**
Total Liabilities & Equity	**344,341**	**301,648**

ANALYSIS OF BALANCE SHEET ITEMS

ASSETS

A) NON-CURRENT ASSETS

1 – Intangible assets with a finite useful life

This item totaled EUR 16,415 thousand (EUR 16,631 thousand as at 30 June 2017), a decrease due to depreciation for the year.

(Amounts in thousands of EUR)	30.06.17	Increases	Decreases	Depreciation	30.06.18
Library RAI	16,182	-	-	(182)	16,000
Capitalization of the Library	389	-	-	(4)	385
Other fixed assets	60	-	-	(30)	30
Totals	**16,631**	**-**	**-**	**(216)**	**16,415**

They are made up of:

- EUR 16,000 thousand from exclusive rights acquired by RAI in 2007 for the commercial exploitation and economic use of all images of AS Roma's home matches and everything directly related to them, present in RAI's archives;
- EUR 385 thousand or the enhancement of multimedia content produced in previous years. These fixed assets are considered to have a defined useful life, with reference to the period of possible economic exploitation of the same;
- EUR 30 thousand for other intangible assets, including EUR 25 thousand for TV Brand identity and EUR 5 thousand for software licenses.

2 – Intangible assets with an indefinite useful life

These amount to EUR 123,107 thousand and refer to the AS Roma Trademarks, which were recognized in the financial statements following the transfer of the "Soccer Going Concern" Business Unit on 11 February 2015, as shown in the sworn expert's report. The AS Roma Trademarks are considered intangible assets with an indefinite useful life, taking into account that it is not foreseeable to what extent these assets will cease to generate cash inflows for the Company, and therefore are not subject to depreciation, but to an impairment test, in accordance with IAS 36, annually, and whenever the conditions are met.

Therefore, the item Intangible assets with an indefinite useful life, which includes, as specified above, the value of the commercial exploitation rights of the AS Roma trademarks, the main assets of the relative CGU, was subjected to an impairment test (as of 30 June 2018), with the help of an estimate of the recoverable value, prepared by an independent expert. As this recoverable amount was higher than the carrying amount, no write-down was necessary.

The estimate of the recoverable value was based on the discounting of expected income flows, which reliably approximate the cash flows. The estimate of the expected flows took into account the forecast of the profit for the current season and a full-scale projection determined by the attribution to the trademark of a portion of the company's rent received by the company, proportional to the margin generated for the tenant. The WACC discount rate takes into account the current capital market conditions, the specific risk of the business and the financial structure of the AS Roma Group at the reference date of the estimate. The WACC was 6.9%. A sensitivity analysis was carried out, on the basis of which an unfavorable deviation of the WACC and of revenues at full capacity of 10% would not entail any reduction in value.

It should be noted that following the financing provided in February 2015 by Goldman Sachs International and Unicredit S.p.A., respectively as “Mandated Lead Arranger and Bookrunner”, a first-degree pledge was recorded, granted by the Company on the initial and future intellectual property of the AS Roma trademark and related derivations, in favor of Unicredit Bank AG and Unicredit Spa, to guarantee the exact and unconditional fulfilment of the Guaranteed Obligations, as defined in the relevant contract.

3 – Property, equipment, plant and machinery

These amount to EUR 39 thousand (EUR 52 thousand at 30 June 2017), made up of the following fixed assets, with the relevant movements set out below:

	Balance as at 30.06.17			Depreciation provision		Balance as at 30.06.18		
(Amounts in thousands of EUR)	Historical cost	Depreciation provision	Financial statements value	Depreciation	Use	Historical cost	Depreciation fund	Financial statements value
Plant and machinery	**24**	**(9)**	**15**	**(4)**	**-**	**24**	**(13)**	**11**
Industrial and commercial equipment	**17**	**(7)**	**10**	**(2)**	**-**	**17**	**(9)**	**8**
Furniture and fittings	27	(8)	20	(3)	-	27	(11)	16
Computer equipment	14	(8)	6	(3)	-	14	(11)	3
Projection machines	2	(1)	1	-	-	2	(1)	1
Other assets	**43**	**(17)**	**27**	**(6)**	**-**	**44**	**(23)**	**20**
Totals	**84**	**(33)**	**52**	**(12)**	**-**	**84**	**(45)**	**39**

The variation during the year is entirely due to the depreciation for the period.

4 - Other non-current assets

This item totaled EUR 234,226 thousand (EUR 218,038 thousand as at 30 June 2017), up EUR 16,188 thousand on the previous year.

(Amounts in thousands of EUR)	30.06.17	Increase	Decrease	30.06.18
Fixed financial assets	16,601	-	-	16,601
Intercompany financing (Soccer Sas)	201,437	25,225	(9,037)	217,625
Totals	**218,038**	**25,225**	**(9,037)**	**234,226**

This is made up of:

- EUR 16,601 thousand (EUR 16,601 thousand at 30 June 2017), for cash reserves used to guarantee investors, as provided for in the loan agreement signed with Unicredit and Goldman Sachs in February 2015, the amount of which was adjusted on the basis of the amendment agreement in June 2017. These funds are held in deposit in the current account called “Debt Service Reserve Account”, held with Unicredit;

- EUR 217,625 thousand (EUR 201,437 thousand at 30 June 2017), including EUR 181,954 thousand (EUR 174,407 thousand at 30 June 2017) for a loan from Soccer Sas due after the end of the financial year. The initial financing of EUR 150,334 thousand, granted to Soccer Sas in February 2015 as a result of the funds deriving from the loan agreement signed with Unicredit and Goldman Sachs, was followed by new loans of EUR 37,984 thousand (EUR 25,520 thousand at 30 June 2017), of which EUR 12,464 thousand was in the financial year under review and corresponding repayments of EUR 6.364 thousand (EUR 1,446 thousand at 30 June 2017), of which EUR 4,918 thousand was for the financial year under review.

The balance includes interest accrued up to the end of the financial year of EUR 35,671 thousand (EUR 27,029 thousand at 30 June 2017), of which EUR 12,761 thousand accrued during the financial year and EUR 4,119 thousand repaid by the parent company. As a result, during the financial year Soccer repaid principal and interest amounting to EUR 9,037 thousand.

B) CURRENT ASSETS

5 – Trade receivables

This item totaled EUR 2,214 thousand (EUR 962 thousand at 30 June 2017), up EUR 1,252 thousand. This consists of the following receivables:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Change
Customers	2,214	353	1,861
Receivables from parent company	-	609	(609)
Total	**2,214**	**962**	**1,252**

Receivables from customers, amounting to EUR 2,214 thousand (EUR 353 thousand at 30 June 2017), include: EUR 2,200 thousand from customers for indirect media rights, managed centrally by LNP Serie A and UEFA; EUR 14 thousand from customers for receivables consisting of direct media rights relating to the production and broadcasting, via TV, radio or other media, of content (audio-visual and photographic material) relating to national and international matches, and in general to the activities of the AS Roma football club.

Receivables from parent company outstanding at 30 June 2017, amounting to EUR 609 thousand, were collected during the financial year and related to receivables due from Soccer, as a result of the signing by MediaCo, in its capacity as grantor, and Soccer, in its capacity as lessee, of a business lease agreement concerning the lease by MediaCo of the company made up of the assets transferred by MediaCo itself. It should be noted that, in the financial year under review, the holding company paid the entire accrued rent.

In compliance with the provisions of IFRS 7, trade receivables are broken down by overdue periods as at 30 June 2018:

(Amounts in thousands of EUR)	30.06.18	30.06.17
Non-overdue trade receivables	-	-
Trade receivables up to 30 days overdue	518	323
Trade receivables 31 to 60 days overdue	-	-
Trade receivables 61 to 90 days overdue	936	-
Trade receivables more than 90 days overdue	1,013	265
Total Trade receivables	**2,467**	**588**
Customers with invoices to be issued	-	-
Receivables from parent company for invoices issued	-	17
Receivables from parent company for invoices issued	-	592
Less bad debt provision	(253)	(235)
Total	**2,214**	**962**

Trade receivables are conservatively shown net of the related bad debt provision, amounting to EUR 253 thousand (EUR 235 thousand at 30 June 2017), relating to trade receivables more than 90 days overdue, which are difficult to collect. The provision shows an increase due to the adjustment made during the financial year, relating to the write-down of some bad debts. The remaining portion of these receivables not written down is currently considered to be realizable by the Directors.

6 – Current financial assets

This item totaled EUR 16,883 thousand (EUR 20,448 thousand at 30 June 2017), down EUR 3,565 thousand during the financial year. It includes EUR 15,754 thousand for the remaining principal loan granted on 22 June 2017 to AS Roma (EUR 20,412 thousand) following the cashflow generated from the extension and rescheduling of the initial financing, signed with Goldman Sachs International and Unicredit in February 2015, as part of the overall refinancing operation of the AS Roma Group. Principal debt decreased by EUR 4,658 thousand due to partial repayments made during the financial year.

The balance at 30 June 2018 also includes accrued interest of EUR 1,129 thousand (EUR 36 thousand at 30 June 2017) calculated by applying a variable interest rate, in line with market conditions for this type of financing, and under the same conditions as those applied by the lender of the subsidiary.

7 – Other current assets

These amount to EUR 7,440 thousand (EUR 5,780 thousand at 30 June 2017), an increase of EUR 1,660 thousand on the previous year, and represent trade receivables collected by AS Roma and to be transferred to the Company, as a result of the commitments undertaken in the loan agreement, mentioned several times above, with Goldman Sachs International and Unicredit.

8 –Prepayments

These amount to EUR 206 thousand (EUR 197 thousand at 30 June 2017) and relate to the portion of annual financial services and commissions relating to the financing agreement, invoiced in advance in the financial year but relating to the following financial year.

9 – Cash at bank and in hand

This item totaled EUR 10,780 thousand (EUR 6,145 thousand as at 30 June 2017) and relates to cash flows generated by current operations. It consists exclusively of current bank accounts, which are managed in accordance with the terms of the financing signed with Unicredit and Goldman Sachs in February 2015 and subsequent amendment of June 2017.

These current accounts are subject to a pledge, the effectiveness of which is subject to the occurrence of events such as to make it exercisable and enforceable, in relation to the loan signed with Unicredit and Goldman Sachs in February 2015 and subsequent amendment of June 2017, based on the amount available and outstanding at the date on which such pledge is exercised and up to the amount of the residual debt.

LIABILITIES

A) Capital and Reserves

10 – Capital and Reserves

The Company's Capital and Reserves amounted to EUR 133.074 thousand (EUR 134.954 thousand at 30 June 2017), with a decrease of EUR 1.880 thousand, due to the decrease of EUR 12.566 thousand resulting from the resolution to distribute the profit for the previous year to shareholders, partially offset by the profit generated in the this financial year, amounting to EUR 10,686 thousand.

Capital and Reserves, in addition to the profit for the financial year, is composed of:

- Share Capital, amounting to EUR 200 thousand, of which EUR 23 thousand relates to A.S. Roma and EUR 177 thousand to Soccer;

- Legal Reserve of EUR 40 thousand euros;

- Other Reserves, amounting to EUR 122,148 thousand, including EUR 135,667 thousand from the Contribution Reserve, of which EUR 8,548 thousand is attributable to AS Roma and EUR 127,119 thousand to Soccer; the amounts are shown net of the related deferred tax provision, which is negative EUR 13,520 thousand.

The movements in Capital and Reserves items during the year and in the previous financial year are shown below:

STATEMENT OF CHANGES IN CAPITAL AND RESERVES	Share Capital	Legal Reserve	Other reserves	Profit for the financial year	Capital and Reserves
(Amounts in thousands of EUR)					
Balance at 30 June 2016	**200**	**40**	**122,148**	**12,528**	**134,916**
Shareholders' dividends (1)	-		-	(12,528)	(12,528)
Profit at 30 June 2017	-	-	-	12,566	12,566
Balance at 30 June 2017	**200**	**40**	**122,148**	**12,566**	**134,954**
Shareholders' dividends (2)	-		-	(12,566)	(12,566)
Profit at 30 June 2018	-	-	-	10,686	10,686
Balance at 30 June 2018	**200**	**40**	**122,148**	**10,686**	**133,074**

(1) Resolution of the Shareholders' Meeting of ASR Media and Sponsorship Srl of 26 October 2016.
(2) Resolution of the Shareholders' Meeting of ASR Media and Sponsorship Srl of 25 October 2017.

The information required by Article 2427 No. 7 bis of the Italian Civil Code on the availability and distribution of reserves is summarized in the following table:

(Amounts in thousands of EUR)	30.06.18	Possible uses	Available amount	Drawdowns in the last three financial years
Share Capital	**200**			**-**
Legal Reserve	40	B	(*)	-
Other reserves	122,148	A,B,C	122,148 (**)	-
Profit/loss for financial year	10,686			
Total Capital and Reserves	**133,074**		**122.148**	**-**

Key:

A, for capital increase; B, to cover losses; C, for distribution to shareholders

(*) The Legal Reserve is not available as it can only be used to cover losses and after all other reserves have been used.

(**) Under Article 2431 of the Italian Civil Code, the entire amount may be distributed only on condition that the Legal Reserve has reached the limit established by Article 2430 of the Italian Civil Code.

B) Non-current liabilities

These amount to EUR 220,539 thousand (EUR 229,725 thousand at 30 June 2017), down EUR 9,186 thousand during the year as a result of the decrease in debt for financing, offset in part by provisions for deferred taxes.

11 – Long-term loans

This item totaled EUR 201,813 thousand (EUR 212,971 thousand as at 30 June 2017), down EUR 11,157 thousand during the year as a result of:

- a decrease of EUR 14,500 thousand (EUR 3,625 thousand at 30 June 2017) due to the reclassification of the principal portion of the financing, due within 12 months, to the corresponding current liabilities item;
- a decrease in transaction costs of EUR 3,343 thousand, resulting from the amortization of these costs due to their accrual during the financial year. In accordance with IAS 39, the remaining indebtedness is stated at amortized cost, net of transaction costs, which, as a result of amortization, totaled EUR 10,062 thousand (EUR 13,405 at 30 June 2017).

The loan was signed as part of the consolidation and operational reorganization of the AS Roma Group and is backed by appropriate guarantees, financial covenants and other commitments to be complied with for the entire duration of the financing by the parties involved in the transaction, in line with those normally applied in similar transactions. On 22 June 2017, the original financing, for a total amount of EUR 175 million, was increased, through an agreement amending the financing agreement signed by the Company; this brought the Company's exposure, considering the remainder of the original loan, to EUR 230 million. The new loan has maintained the conditions of the previous loan and is regulated at a variable rate (Euribor 3 months, with a minimum of 0.75%) and a spread of 6.25% and is secured, among other things, by the following guarantees:

- pledge granted by AS Roma and Soccer on the Company's shares;
- pledge granted by AS Roma, Brand Management Srl and ASR Soccer LP Srl on the shares in Soccer's Share Capital;
- pledge granted by the Company on its current accounts;
- pledged by Soccer on its current accounts;
- pledge granted by the Company on the AS Roma trademark and its derivations;
- assignment by the Company as security - under Articles 1260 et seq. of the Italian Civil Code - of the receivables deriving from the contracts signed between the companies of the AS Roma Group, and, specifically: (i) the Business Lease Agreement; and (ii) the contracts referred to as the "Services Agreement", the "Playing and Staging Agreement", the "MediaCo/Soccer Loan", the "Tax Consolidation Arrangements", the "Existing Indirect Media Contracts", the "Existing Direct Media Contracts and Existing Sponsorship Agreements";
- assignment by Soccer as security - under Articles 1260 et seq. of the Italian Civil Code - of the receivables deriving from the contracts called the "License Agreement", the "Services Agreement", the "Soccer/AS Roma Loan Agreement" and from the "Subordinated Loan Agreement";

- assignment as security by AS Roma - under Articles 1260 et seq. of the Italian Civil Code - of receivables deriving from contracts called the “Deed of Assignment of Receivables”, the “License Agreement”, the “Tax Consolidation Loan Agreement” and the “Services Agreement”;
- assignment by NEEP as security - under Articles 1260 et seq. of the Italian Civil Code - of receivables arising from the “Tax Consolidation Loan Agreement”.

The Amending Agreement provides for the postponement to June 2022 of the expiry of the loan which was originally set for February 2020, and the quarterly repayment of principal instalments, starting from 30 June 2018, which have been repaid by the company.

12 – Deferred tax provision

This item totaled EUR 18,725 thousand (EUR 16,754 thousand as at 30 June 2018), up EUR 1,971 thousand due to the provision for deferred tax liabilities accrued during the financial year. The item relates to the provision for taxes, which will be due in future financial years, generated by temporary differences relating to the depreciation of the Trademarks, calculated solely for tax purposes and taking into account that the same amount for depreciation of the Trademarks is recorded as a reduction in the taxable income for current taxes (IRES and IRAP) accrued during the financial year.

C) Current liabilities

A breakdown of this item, which totaled EUR 57,697 thousand (EUR 26,681 thousand at 30 June 2017), an increase of EUR 31.016 thousand in the financial year, is provided below:

Description- (Amounts in thousands of EUR)	**30.06.2018**	**30.06.2017**	**Changes**
Trade payables	290	196	94
Short term loans	16,588	5,288	11,300
Tax payables	1	45	(44)
Other liabilities	40,818	21,152	19,666
Total current liabilities	**57,697**	**26,681**	**31,016**

13 – Trade Payables

Description- (Amounts in thousands of EUR)	**30.06.2018**	**30.06.2017**	**Changes**
Payables to suppliers	72	28	44
Payables to the holding Soccer Sas	218	168	50
Total Trade Payables	**290**	**196**	**94**

These amount to EUR 290 thousand (EUR 196 thousand at 30 June 2017) and represent debt exposure of EUR 72 thousand to ordinary suppliers (EUR 28 thousand at 30 June 2017), of which EUR 48 thousand is for invoices to be received. The remaining amount, amounting to EUR 218 thousand (EUR 168 thousand as at 30 June 2017), is due to Soccer Sas as a result of payment into the Company’s bank accounts of holding company invoices, to be reimbursed to it.

14 – Short term loans

This item amounts to EUR 16,588 thousand (EUR 5,288 thousand as at 30 June 2017) and represents the portion due within one year of the loan signed in February 2015 with Goldman Sachs International and Unicredit S.p.A., renegotiated in June 2017, as the “Mandated Lead Arranger and Bookrunner”, already described above.

The balance showed a net increase of EUR 11,300 thousand, due to the following changes:

- an increase of EUR 14,500 thousand (EUR 3,625 thousand at 30 June 2017) due to the reclassification from the corresponding item for amount of the principal due after one year to the item to be repaid within 12 months;
- an increase of EUR 2,088 thousand (EUR 1,663 thousand at 30 June 2017) for the portion of interest relating to this financial year to be paid in the financial year 2018-2019, including the related financial commissions;
- a decrease of EUR 5,288 thousand (EUR 10,478 thousand at 30 June 2017), following the payment during the financial year of the instalment provided for in the Amending Agreement, amounting to EUR 3,625 thousand (principal), in addition to interest and financial commissions of EUR 1,663 thousand.

15 – Tax payables

A breakdown of this item, which amounted to EUR 1 thousand (EUR 45 thousand at 30 June 2017), a decrease of EUR 44 thousand in the financial year, is provided below:

Description- (Amounts in thousands of EUR)	**30.06.2018**	**30.06.2017**
Withholding tax	1	39
Italian Regional Tax on Production Activities (IRAP)	0	6
Total Tax payables	**1**	**45**

- Withholding taxes, amounting to EUR 1 thousand (EUR 39 thousand at 30 June 2017), relating to retentions made on interest and fees paid to professionals, duly paid in July;
- IRAP, the zero balance (EUR 6 thousand at 30 June 2017), is calculated by the tax liability accrued during the financial year, amounting to EUR 741 thousand (EUR 741 thousand at 30 June 2017), net of payments received on account already paid, amounting to EUR 741 thousand (EUR 735 thousand at 30 June 2017).

16 – Other liabilities

This item totaled EUR 40,817 thousand (EUR 21,152 thousand as at 30 June 2017), up EUR 16,235 thousand during the financial year, broken down as follows:

Description - (Amounts in thousands of EUR)	**30.06.2018**	**30.06.2017**
Payables to AS Roma for “indirect” receivables acquired	9,503	222
Payables to AS Roma for invoices received	88	191
Payables to AS Roma for invoices to be received	0	938
Payables to AS Roma for VAT advances	1,736	0
Payables to Shareholders for dividends to be distributed	27,409	14,843
Payables to NEEP Roma Holding Spa – Group VAT	25	1,796
Payables to NEEP Roma Holding Spa – Tax consolidation	2,056	3,162
Total other liabilities	**40,817**	**21,152**

Payables to AS Roma for "indirect" receivables acquired

These amount to EUR 9,503 thousand (EUR 222 thousand at 30 June 2017) and concern the receipt by AS Roma of payments from the invoicing of audio-visual and non-centralized rights by the LNP and participation in UEFA tournaments, as a guarantee for the commitments undertaken with the signing of the aforementioned loan agreement with Goldman Sachs International and Unicredit. During the financial year, the Company continued to receive payments from the abovementioned invoices issued by AS Roma and regularly made periodic payments to AS Roma, as provided for in the Loan Agreement.

Payables to AS Roma for invoices received

These amount to EUR 88 thousand (EUR 191 thousand in June 2017), a decrease of EUR 103 thousand during the financial year, due to the payment to AS Roma of the debt outstanding at the end of the previous financial year. The balance of EUR 88 thousand refers to the invoice issued by AS Roma at the end of the financial year for the reversal of costs relating to financial consulting services in connection with the abovementioned Loan Agreement.

Payables to AS Roma for invoices to be received

These amounted to EUR 938 thousand at 30 June 2017, and are not reflected in this financial year, and related to invoices paid in advance by AS Roma for professional services provided on behalf of the Company in connection with the signing of the Amending Agreement to the Loan Agreement described above. This amount was invoiced and paid by AS Roma during this financial year.

Payables to AS Roma for VAT advances

This item amounted to EUR 1,736 at 30 June 2018, and there was no entry for this item for the previous financial year. It represents VAT settlements accrued during the financial year by the Company and paid in advance by AS Roma on its behalf to the Group's Parent Company, NEEP Roma Holding Spa.

Payables to Shareholders for dividends to be distributed

The balance as at 30 June 2018, amounting to EUR 27,409 thousand (EUR 14,843 thousand as at 30 June 2017), increased by EUR 12,566 thousand, due to the dividend approved by the Shareholders' Meeting of 25 October 2017, relating to the net profit for the year ended 30 June 2017. The balance, distributed among the Company's Shareholders, is broken down as follows:

Financial year	Soccer Sas share	AS Roma share	Total dividend
2014-2015	3,736	-	3,736
2015-2016	11,107	-	11,107
2016-2017	11,141	1,425	12,566
Total	25,984	1,425	27,409

Payables to NEEP Roma Holding Spa – Group VAT

These amount to EUR 25 thousand (EUR 1,796 thousand as at 30 June 2017) and derive from participation in the Group VAT settlement procedure, starting from January 2017, and relate to the transfer of the VAT balance owed by the Company in June 2018 to the Parent Company.

Payables to NEEP Roma Holding Spa – Tax Consolidation

These amount to EUR 2,056 thousand (EUR 3,162 thousand at 30 June 2017) and are the result of participation in the Group's tax consolidation: they relate to the transfer of the Italian Corporate Income Tax (IRES) payable to the Holding Company. Specifically, the IRES payable at 30 June 2017, amounting to EUR 3,162 thousand euros, and the related adjustments that arose when the Holding Company filed its income tax return, were settled during the financial year. Therefore, the balance at the end of the financial year, amounting to EUR 2,056 thousand, relates to the IRES payable in the financial year just ended, which decreased due to the lower taxable income for the financial year.

ANALYSIS OF THE ITEMS OF PROFIT AND LOSS ACCOUNT

Before analyzing the individual items, it should be noted that the analysis of the economic and operating performance is also illustrated in the Management Report on Operations, to which reference should be made.

A) OPERATING REVENUES

17) Total Operating revenues for the financial year

These totaled EUR 22,707 thousand (EUR 22,701 thousand as at 30 June 2017) and were substantially unchanged during the financial year. A breakdown is set out below:

	30/06/2018	30/06/2017
	EUR/000	*EUR/000*
Proceeds from renting the Business to Soccer Sas	22,700	22.700
Other sundry proceeds	7	1
TOTAL OPERATING REVENUES	**22,707**	**22,701**

a) Other sundry proceeds

These amount to EUR 22,707 thousand (EUR 22,701 thousand at 30 June 2017), of which EUR 22,700 thousand relates to the lease of the Business to the holding company Soccer Sas, unchanged from the previous financial year. The balance of EUR 7 thousand (EUR 1 at 30 June 2017) reflects the collection of receivables written down in previous financial years and the consequent reversal of the bad debt provision.

B) OPERATING COSTS

18) Expenses for services

This item totaled EUR 243 thousand (EUR 221 thousand as at 30 June 2017) and refers to general and administrative expenses, up EUR 22 thousand on the previous financial year, and broken down as follows:

Description - (Amounts in thousands of EUR)	**30.06.2018**	**30.06.2017**
Legal, notarial and professional fees	40	26
Audit fees	29	32
Board of Statutory Auditors' remuneration	19	0
Protection and updating of trademarks	81	94
Expenses for agencies and administrative services	64	58
Other general and administrative expenses	10	11
Total administrative and general expenses	**243**	**221**

19) Other operating costs

This item amounted to EUR 10 thousand (EUR 48 thousand at 30 June 2017), a decrease of EUR 38 thousand in the financial year, and is broken down as follows:

Description - (Amounts in thousands of EUR)	**30.06.2018**	**30.06.2017**
Indirect tax charges	10	31
Contingent liabilities	0	16
Other charges	0	1
Total Other operating costs	**10**	**48**

Indirect tax charges consist of:

- stamp, registration and Chamber of Commerce duties and other taxes, amounting to EUR 3 thousand (EUR 4 thousand at 30 June 2017);
- tax and administrative penalties of EUR 7 thousand (EUR 28 thousand as at 30 June 2017), mainly relating to tax penalties resulting from late VAT payments.

In the previous financial year there were also contingent liabilities for tax adjustments (IRES and IRAP) of previous financial years which emerged when the income tax return was submitted, and other charges amounting to EUR 17 thousand.

20) Depreciation, amortization and other write-offs

A breakdown of this item, which totaled EUR 254 thousand (EUR 232 thousand at 30 June 2017), is provided below:

Description - (Amounts in thousands of EUR)	**30.06.2018**	**30.06.2017**
Depreciation of intangible assets	216	216
Depreciation of tangible fixed assets	13	13
Write-down of current receivables	25	3
Total Depreciation, amortization and other write-downs	**254**	**232**

For comments on these items, reference should be made to the corresponding Balance Sheet items.

21) Financial proceeds and charges

Net financial charges totaled EUR 6,750 thousand (EUR 3,838 thousand at 30 June 2017), up EUR 2,912 thousand during the financial year, and are broken down as follows:

(Amounts in thousands of EUR)	30.06.2018	30.06.2017
Financial proceeds		
Interest earned on loans to Soccer	12,761	11,978
Interest earned on loans to AS Roma	1,093	36
Total Financial proceeds	**13,854**	**12,014**
Financial charges		
Interest payable on Goldman Sachs-Unicredit Financing	(20,049)	(15,375)
Ancillary charges on financing	(550)	(472)
Bank commissions	(5)	(6)
Total Financial charges	**(20,604)**	**(15,853)**
Foreign exchange gains (losses)	**-**	**1**
Total Financial proceeds and charges	**(6,750)**	**(3,838)**

Financial proceeds, amounting to EUR 13,854 thousand (EUR 12,015 thousand at 30 June 2017), increased by EUR 1,839 thousand during the financial year in relation to loans granted to Soccer and AS Roma which are regulated by specific intercompany loan agreements with the companies concerned.

Financial charges, amounting to EUR 20,604 thousand (EUR 15,853 thousand at 30 June 2017), increased by EUR 4,751 thousand during the financial year, of which EUR 20,049 thousand (EUR 15,375 thousand at 30 June 2017). These are attributable to interest payable accrued on the financing agreement signed in February 2015 and subsequent amendment in June 2017 and are recorded in accordance with the amortized cost method (IAS 39), including the amortization of transaction costs of EUR 3,342 thousand (EUR 2,817 thousand at 30 June 2017). This item also includes ancillary charges related to the financing received, amounting to EUR 550 thousand (EUR 472 thousand at 30 June 2017) and bank commissions and charges for the remaining amount of EUR 5 thousand (EUR 6 thousand at 30 June 2017).

22) Taxes for the financial year

These amount to EUR 4,763 thousand (EUR 5,795 thousand at 30 June 2017) and are made up of:

Current taxes of EUR 2,792 thousand (EUR 3,824 thousand as at 30 June 2017), a decrease of EUR 1,032 thousand during the financial year, and relate to the following:

- IRAP of EUR 741 thousand (EUR 741 thousand in June 2017) for taxable income for the financial year;
- IRES of EUR 2.056 thousand (EUR 3,162 thousand at 30 June 2017) for taxable income for the financial year;
- National Consolidation adjustments of plus EUR 4 thousand (EUR 79 thousand as at 30 June 2017) representing income that arose after filing of the tax return of the Company and the Group in March 2018. The Company renewed its participation, that started with the financial year ended 30 June 2018, as a subsidiary in the national consolidated tax return filed by the companies of the NEEP Roma Holding Spa group to which it belongs. It should be noted that the irrevocable option has a duration of three financial years and that no interruption occurred during the period of validity of the option.

Deferred taxes of EUR 1.971 thousand (EUR 1,971 thousand at 30 June 2017) were set aside in relation to the depreciation of the trademarks acquired from Soccer, as part of the broader and more comprehensive business unit transferred, determined solely for tax purposes and calculated as a reduction in taxable income. This item was unchanged from the previous year.

Below are the reconciliations between the tax charges in the financial statements and the theoretical tax charge for IRES and IRAP purposes:

SCHEDULE FOR CALCULATION OF TAXABLE INCOME FOR IRES (Amounts in thousands of EUR)

Profit/loss before income taxes		**13,501**	
Theoretical tax charge (rate 24%)			3,240
Temporary differences taxable in the following year:			
- tax depreciation of the trademark	(6,839)		
- deduction of IRAP paid	(75)		
- other items	(12)		
Total		**(6,926)**	
Other changes:			
- penalties	7		
- deferred taxes	1.971		
-non-deductible interest payable	12		
Total		**1,990**	
Taxable income		**8,565**	
Current IRES on profit/loss for the financial year			**2,056**

SCHEDULE FOR DETERMINING TAXABLE INCOME FOR IRAP (Amounts in thousands of EUR)

Difference between production value and production costs		**22,211**	
Theoretical tax charge (rate 4.82%)			1,070
Items not relevant for IRAP purposes:			
- Write-downs/losses on trade debtors	9		
- Use of risk provision	(7)		
- Tax depreciation of the trademark	(6,839)		
Total		**(6,837)**	
Taxable income for IRAP		**15,374**	
Current IRAP on profit/loss for the financial year			**741**

23) Other components of profit/loss for the financial year

During the financial year, there were no items that impacted only on Capital and Reserves and not on the Profit and loss account.

* * *

These financial statements, consisting of the Balance Sheet, Profit and Loss Account, Statement of Changes in Capital and Reserves, Cash flow Statement and the Explanatory Notes, present a true and fair view of the Company's financial position and trading results for the financial year ended 30 June 2018 and correspond to the accounting records.

Rome, 4 October 2018

ASR Media and Sponsorship Srl

Chief Executive Officer

_____

(Mr Mauro Baldissoni, lawyer)

ASR Media and Sponsorship S.r.l.

Independent auditor's report pursuant to article 14 of Legislative Decree n. 39, dated 27 January 2010

Financial statements as of 30 June 2017

This report has been translated into English from the original, which was prepared in Italian and represents the only authentic copy, solely for the convenience of international readers.

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Via Ludovisi, 16
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Independent auditors report pursuant to article 14 of legislative decree 39 of 27 January 2010

To the quota-holders of
ASR Media and Sponsorship S.r.l.

Report on the financial statements

We have audited the accompanying financial statements of ASR Media and Sponsorship S.r.l., which comprise the statement of financial position as of 30 June 2017, the statement of comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, a summary of significant accounting policies and other explanatory notes.

Management responsibility for the financial statements

Management of ASR Media and Sponsorship S.r.l. is responsible for the preparation of financial statements that give a true and fair view in accordance with International Financial Reporting Standards as adopted by the European Union.

Auditors responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with International Standards on Auditing (ISA Italia) drawn up pursuant to article 11 of Legislative Decree 39 of 27 January 2010. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing audit procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The audit procedures selected depend on the auditor professional judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity preparation of financial statements that give a true and fair view, to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by Management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements give a true and fair view of the financial position of ASR Media and Sponsorship S.r.l. as of 30 June 2017 and of the result of its operations and its cash flows for the year then ended in accordance with International Financial Reporting Standards as adopted by the European Union,.

Other matters

The Company, as requested by the Italian Law, included in the explanatory notes the key figures from the latest financial statements of the company that exercises the management and coordination activities over it. Our opinion on ASR Media and Sponsorship S.r.l. financial statements does not extend to such figures.

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Report on compliance with other laws and regulations

Opinion pursuant to art. 14, paragraph 2, letter e), of Legislative Decree n. 39/10

Management of ASR Media and Sponsorship S.r.l. is responsible for the preparation of the report on operations of ASR Media and Sponsorship S.r.l. as of 30 June 2017, including their consistency with the financial statements and their compliance with the applicable law.

We have performed the procedures required under audit standard (SA Italia) n. 720B in order to express an opinion on the consistency of the report on operations, with the financial statements of ASR Media and Sponsorship S.r.l. as of 30 June 2018 and on their compliance with law, and in order to assess whether they contain material misstatements, if any.

In our opinion the report on operations mentioned above is consistent with the financial statements of ASR Media and Sponsorship S.r.l. as of 30 June 2017 and is prepared in compliance with the law.

With reference to the assessment pursuant to article 14, paragraph. 2, letter e), of Legislative Decree n. 39/10 based on our knowledge and understanding of the entity and its environment obtained through our audit, we have nothing to report.

Rome, October 24, 2017

BDO Italia S.p.A.

Signed by Felice Duca
Partner

ASR MEDIA AND SPONSORSHIP S.R.L.

ANNUAL FINANCIAL REPORT

FOR THE FINANCIAL YEAR ENDED AS AT 30 JUNE 2017

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ASR MEDIA AND SPONSORSHIP S.R.L.

ACCOUNTING SCHEDULES AS AT 30 JUNE 2017

BALANCE SHEET – ASSETS

	Notes	30/06/2017	30/06/2016
A) NON-CURRENT ASSETS			
a) Other fixed assets		16,631,144	16,847,045
Intangible assets with a finite useful life	**1**	**16,631,144**	**16,847,045**
a) Concessions, licenses, trademarks and similar rights		123,106,624	123,106,624
Intangible assets with an indefinite useful life	**2**	**123,106,624**	**123,106,624**
a) plant and equipment		14,639	18,343
b) industrial and commercial equipment		10,344	12,962
c) other assets		26,837	33,187
Property, equipment, plant and equipment	**3**	**51,820**	**64,491**
a) Receivables for financial assets		218,037,550	187,794,973
Other non-current assets	**4**	**218,037,550**	**187,794,973**
Total non-current assets		**357,827,138**	**327,813,132**
B) CURRENT ASSETS			
a) Due from customers		352,669	16,112,387
b) Due from parent company		609,130	3,214,901
Trade receivables	**5**	**961,799**	**19,327,288**
Current financial assets	**6**	**20,447,912**	**0**
a) Other receivables		5,780,252	1,485
Other current assets	**7**	**5,780,252**	**1,485**
a) Prepayments		196,670	196,212
Prepayments	**8**	**196,670**	**196,212**
Cash at bank and in hand	**9**	**6,145,363**	**7,395,578**
Cash at bank and in hand		**33,531,996**	**26,920,564**
TOTAL ASSETS		**391,359,134**	**354,733,696**

BALANCE SHEET – LIABILITIES

	Notes	30/06/2017	30/06/2016
A) CAPITAL AND RESERVES			
Share Capital		200,000	200,000
Legal Reserve		40,000	40,000
Other reserves		122,147,482	122,147,482
Profit (loss) for the financial year		12,566,227	12,527,652
Total Capital and Reserves	**10**	**134,953,709**	**134,915,135**
B) NON-CURRENT LIABILITIES			
Long term loans	**11**	212,970,521	149,200,484
Deferred tax provision	**12**	16,754,128	14,783,054
Total non-current liabilities		**229,724,649**	**163,983,538**
C) CURRENT LIABILITIES			
a) Payables to suppliers		28,156	62,172
d) Payables to parent company		167,575	87,625
Trade payables	**13**	**195,731**	**149,797**
Short-term loans	**14**	5,287,624	13,390,617
Tax payables	**15**	45,002	929,435
Other liabilities	**16**	21,152,420	41,365,176
Total current liabilities		**26,680,776**	**55,835,024**
TOTAL LIABILITIES AND CAPITAL AND RESERVES		**391,359,134**	**354,733,696**

OVERALL PROFIT AND LOSS ACCOUNT

	Notes	30/06/2017	30/06/2016
a) Other sundry proceeds		22,700,820	22,703,387
Other revenues and proceeds	**17**	**22,700,820**	**22,703,387**
Total Operating revenues		**22,700,820**	**22,703,387**
Services	**18**	(221,476)	(366,617)
Other operating charges	**19**	(48,213)	(22,729)
Total Operating costs before depreciation, amortization and other write-downs		**(269,689)**	**(389,345)**
Earnings before interest, tax, depreciation and amortization (EBITDA)		**22,431,131**	**22,314,042**
Depreciation, amortization and other write-offs	**20**	(231,525)	(468,779)
Earnings before interest and taxes (EBIT)		**22,199,606**	**21,845,263**
Financial proceeds and charges	**21**	(3,837,899)	(5,563,468)
Profit/loss before taxes		**18,361,707**	**16,281,795**
a) current taxes b) Prepaid and deferred taxes		(3,824,406) (1,971,074)	(3,339,000) (415,143)
Taxes for the year	**22**	**(5,795,480)**	**(3,754,143)**
Profit (loss) for the period		**12,566,227**	**12,527,652**
Other profit/loss items for the total financial year	**23**	**0**	**0**
Total profit/loss for the overall period		**12,566,227**	**12,527,652**

STATEMENT OF CHANGES IN CAPITAL AND RESERVES	Share Capital	Legal Reserve	Other reserves	Profit/loss for the financial year	Capital and Reserves
(Amounts in thousands of EUR)					
At 30 June 2015	**200**	**-**	**122,148**	**4,253**	**126,601**
Allocation of the profit for the year to Reserves (1)	-	40	-	(40)	-
Shareholders' dividends (1)	-	-	-	(4,213)	(4,213)
Profit/loss at 30 June 2016	-	-	-	12,528	12,528
At 30 June 2016	**200**	**40**	**122,148**	**12,528**	**134,916**
Shareholders' dividends (2)	-		-	(12,528)	(12,528)
Profit/loss at 30 June 2017	-	-	-	12,566	12,566
At 30 June 2017	**200**	**40**	**122,148**	**12,566**	**134,954**

(1) Resolution of the Shareholders' Meeting of ASR Media and Sponsorship S.r.l. of 23 October 2015.
(2) Resolution of the Shareholders' Meeting of ASR Media and Sponsorship S.r.l. of 26 October 2016.

CASH FLOW STATEMENT (amounts in thousands of EUR)	Notes	30/06/2017	30/06/2016
A) Profit/loss before taxes		**18,362**	**16,282**
+ Depreciation of fixed assets	20	229	229
+ Provisions and other write-offs	20	3	240
Financial management	21	3,838	5,563
Change in current receivables		12,582	(13,806)
Change in current payables		46	(4,216)
Change in tax payables		0	7
Change in deferred tax provision		1,087	647
Change in other current liabilities	16	(20,213)	30,256
+/- Tax management	22	(5,795)	(3,754)
B) Cash flow from operating activities		**(8,224)**	**15,166**
Change in investments in tangible and intangible assets		0	1
C) Cash flow from investments		**0**	**1**
Financial proceeds (charges)	21	(3,838)	(5,563)
Decrease for dividends paid to shareholders	13	(12,528)	(4,214)
D) Cash flow from financing activities		**(16,366)**	**(9,777)**
TOTAL CASH FLOW		***(6,228)***	***21,673***
Initial net financial position		32,600	10,927
Final net financial position		**26,372**	**32,600**
Reconciliation with the Balance Sheet:			
Financial assets	4-6-9	244,631	195,191
Financial liabilities	11-14	**(218,259)**	**(162,591)**
Final net financial position		26,372	32,600

ASR MEDIA AND SPONSORSHIP S.R.L.

EXPLANATORY NOTES
FINANCIAL STATEMENTS AS AT 30 JUNE 2017

GENERAL INFORMATION

ASR Media and Sponsorship Srl (the "Company" or "MediaCo") is a limited liability company under Italian law, incorporated and located in Italy, with registered office at Via Emilia no. 47, Rome.

The Company operates in the incorporation, management and exploitation of intangible assets in the sports sector.

APPROVAL OF SEPARATE FINANCIAL STATEMENTS

The separate Financial Statements as at 30 June 2017 were approved by the Board of Directors at its meeting on 3 October 2017. These financial statements have been audited by BDO Italia S.p.A., whose report is attached at the end of these Financial Statements.

VALUATION CRITERIA AND ACCOUNTING PRINCIPLES

The Company has adopted the International Financial Reporting Standards (IAS/IFRS) ("IAS/IFRS Standards") for the preparation of its annual and interim financial statements. Therefore, these Financial Statements have been prepared in accordance with these Standards, approved by the European Commission and supplemented by the relevant Interpretations issued by the International Accounting Standards Board (IASB), at the date of approval of these financial statements.

The Financial Statements consist of the mandatory financial statements (Full Profit and Loss Account, Balance Sheet, Statement of Changes in Capital and Reserves and Cash Flow Statement), together with the Explanatory Notes to the Financial Statements. With reference to the financial statements, the distinction between "current/non-current" has been adopted for the Balance Sheet as the method of representing assets and liabilities, while for the Profit and Loss Account the classification of income and charges is by the nature of the item. The Cash Flow Statement was prepared using the indirect method, adjusting the profit/loss through other non-monetary items.

The application of the IAS/IFRS Standards for the preparation of the financial statements means that Company Management must provide forecasts of accounting estimates based on comprehensive and/or subjective judgements, on past experience and on reasonable and realistic assumptions on the basis of information known at the time of the estimate. These estimates may affect the accounting value of assets and liabilities, including contingent assets and liabilities. If in the future such estimates and assumptions, based on the best evaluation by the Directors, should differ from the actual circumstances, they will be modified as appropriate. All valuations are made on a going concern basis and in accordance with the accrual principle.

The following principles have been complied with in the preparation of these Financial Statements:

- items are valued on a going concern basis;
- items are accounted for on an accrual basis;
- the presentation and classification of items is carried out in accordance with the principle of consistency between financial years;
- each material class of similar items is presented separately in the financial statements; items of a dissimilar nature or function are presented separately, unless they are immaterial;
- assets and liabilities, proceeds and expenses, are not offset unless required or permitted by a Standard or an Interpretation.

The financial statements are expressed in EUR, while the notes to the financial statements are expressed in thousands of EUR.

For the most significant items, the valuation criteria and accounting standards adopted are set out below, taking into account that, during the period, there were no circumstances that made it necessary to depart from the provisions contained in an IAS/IFRS Standard or in an Interpretation.

Intangible assets

IAS 38 (Intangible Assets) defines intangible assets as non-monetary, identifiable assets without physical substance. These assets are defined as resources and, therefore, can be recognized in the financial statements if, in addition to the requirement of identifiability, they are controlled by the Company as a result of past events, and it is probable that they will generate future economic benefits for the Company.

The condition of identifiability is met if the intangible asset:

- is separable, i.e. capable of being separated and sold, transferred, licensed, rented or exchanged, either individually or together with a related contract, asset or liability;

- arises from a contractual right or other legal right, regardless of whether such rights are transferable by the Company, or from other rights and obligations.

The Company controls an asset if it has the capacity to take advantage of the related future economic benefits deriving from the resource itself and can also limit the access of such benefits to third parties. This ability to control economic benefits usually results from the existence of exclusive legal rights, even if, as a matter of fact, it is not limited to the existence of such rights, because it may be able to control future economic benefits in some other way.

Another condition is the ability of the asset to generate future economic benefits, whether these revenues, cost reductions or benefits arise from the direct use of the asset itself. Therefore, the asset is recognized when there is a likelihood of future economic benefits, measured using reasonable and sustainable assumptions that represent the Management’s best estimate of the economic conditions that will exist over the useful life of the asset. This valuation is carried out at the date of acquisition of the asset.

If the payment of an intangible asset is deferred beyond normal payment terms, this is recorded in the financial statements on the basis of its net present value; the difference between this value and the total payment is recorded as a financial expense over the period of existence of the debt.

Assets with a finite useful life are depreciated on a straight-line basis from the moment when the asset is available for use, and their recoverability is assessed in accordance with the criteria set out in IAS 36.

Assets with an indefinite useful life are not depreciated on a straight-line basis but are subject to an annual impairment test in accordance with the criteria set out in IAS 36.

Property, Plant and Equipment

In accordance with IAS 16 (Property, Plant and Equipment), Property, Plant and Equipment consists of durable goods used in the production or supply of goods and services, or for administrative purposes and, therefore, not intended for sale nor as investment property. The following are therefore included in this item:

- prepayments or deferrals, shared over several years, the distribution of which will contribute to the income and to the financial position of several consecutive financial years;
- tangible goods and prepayments to suppliers for the purchase of the same, with long-term economic utility.

Property, Plant and Equipment are recognized as assets when:

- it is probable that the future economic benefits associated with the asset will benefit the company,
- the cost of the asset can be reliably determined.

The requirement of certainty that the future economic benefits associated with an asset will benefit the company is usually linked to the transfer of all the risks and rewards associated with the asset.

Property, Plant and Equipment are initially recorded at cost, which includes, in addition to the purchase or production price, any directly attributable incidental costs or charges necessary to make the assets ready for the use for which they were purchased.

After the initial accounting entry, the valuation can be carried out on the basis of the cost model, or on the basis of the restatement model, by applying the principle chosen to the entire class of Property, Plant and Equipment.

The cost model requires the item to be recorded at cost, net of accumulated depreciation and any write-down.

The restatement model, on the other hand, requires that the value of an item, the fair value of which can be reliably determined, be recorded at a restated value, equal to its fair value at the restatement date, net of any subsequent accumulated depreciation and any subsequent write-down.

The company adopts the cost model and, therefore, the value of an asset recorded in the financial statements at cost is adjusted by straight-line depreciation from the moment at which the asset is available and ready for use, calculated on the basis of its residual possibility of use, i.e. on the basis of its useful life. Straight-line depreciation is defined in the depreciation plan based on the following:

- value to be depreciated;
- depreciation period;
- criteria for allocating the value to be depreciated.

The estimated useful life for the various asset categories is represented by the following rates:

Furniture and fittings	12%
Computer equipment	20%
Internal equipment	15.50%
Air conditioning	15.50%

The residual value and useful life of tangible assets are reviewed annually and updated, where necessary, at the end of each financial year.

The accounting value of an asset is maintained in the financial statements to the extent that there is evidence that this value can be recovered through use. In determining the possibility of accounting values exceeding the recoverable value, each significant element of the fixed assets is valued separately, based on its useful life; however, the grouping together of several elements with similar estimated useful life is permitted.

The capitalization of costs relating to the expansion, modernization or improvement of structural assets is made only to the extent that they meet the requirements to be classified separately as an asset or part of another asset.

Costs incurred for ordinary maintenance and repairs, i.e. to maintain the efficiency of the assets in order to guarantee their useful life and production capacity as originally planned, are costs for the financial year in which they are incurred.

Financial assets

Financial assets, recorded under current and non-current assets, on the basis of their maturity and on forecasts regarding the time in which they will be converted into monetary assets, can refer to loans, receivables, securities (held with the intention of keeping them in the portfolio until maturity), and to all financial assets for which no quotation is available in an active market and the fair value of which cannot be reliably determined.

For the purposes of the valuation, financial assets are divided into the following categories:

- financial assets measured at fair value through Profit and Loss Account;
- receivables and loans;
- financial assets to be held to maturity;
- financial assets available for sale.

The classification of the individual financial assets among the above categories is made at the time of their initial accounting entry. The directors then assess, at each financial statement date, the validity of the initial classification.

Financial assets measured at fair value through profit and loss accounts include assets held for trading, and financial assets designated, on purchase, by management to be measured at fair value through Profit and Loss Accounts.

Receivables and loans consist of non-derivative financial assets, with fixed or identifiable maturities, which are not traded on active markets, and are included under current assets, with the exception of those due more than twelve months after the end of the financial year, which are classified under non-current assets.

Financial assets to be held to maturity are non-derivative financial investments, which the company has the intention and ability to hold to maturity. Their classification as current or non-current assets depends on whether they are expected to be realized within or after twelve months from the end of the financial year.

Financial assets available for sale represent a residual category, consisting of non-derivative financial instruments allocated to this item by the Directors, or which are not attributable to any of the other categories of financial investments. These assets are included in non-current assets, unless they are expected to be sold in the following twelve months.

Financial assets, regardless of their classification, are measured at fair value at the time of their initial accounting entry.

After the initial accounting entry:

- Financial assets measured at fair value through the Profit and Loss Account and available-for-sale financial assets are recorded at fair value. Changes in fair value are firstly recorded in the Profit and Loss Account in the period in which they occur, and secondly, in a specific reserve for Capital and Reserves, which will be transferred to the Profit and Loss Account when the financial asset is actually sold or, in the case of negative changes, when it is clear that the reduction in value deferred to Capital and Reserves cannot be recovered;

- Loans and receivables and financial assets to be held to maturity are accounted for using the depreciated cost method, according to the effective rate of return method. Any write-offs are recorded in the Profit and Loss Account. The value of assets previously written down is reinstated when the factors that led to their write-down no longer exist.

Trade receivables and other receivables

Trade receivables and other receivables included in current or non-current assets are initially recorded at fair value and subsequently valued at fair value, or at depreciated cost on the basis of the effective interest rate. When there is objective evidence of impairment indicators, the asset is reduced to the extent that it is equal to the present value of expected cash flows.

More specifically, provisions for impairment of trade receivables or other receivables are made when there is objective evidence that the Company will not be able to collect the full amount of the receivable. The amount of the provision is equal to the difference between the book value of the receivable and the present value of expected future cash flows, calculated using the effective interest rate.

Cash at bank and in hand

Cash at bank and in hand, recorded under current assets of the Balance Sheet, consisting of actually existing funds, are made up of:

- cash and cash equivalents;
- securities and the like;
- bank cheques and bank drafts drawn on the main fund and the decentralized funds;
- deposits with banks and credit institutions in general, available for current transactions.
- post office accounts;

Financial liabilities

Financial liabilities are initially accounted for at fair value, net of all transaction costs, and subsequently measured at depreciated cost, using the effective interest rate method.

These liabilities are classified as Current Liabilities, unless the Company has the right to repay them in more than twelve months; in this case, only the portion of the debt falling due within twelve months is classified as current liabilities, while the remainder will be Non-Current Liabilities.

A financial liability, or part of it, is removed from the Balance Sheet when, and only when, it has been discharged, i.e. when the obligation has been fulfilled, or has been cancelled, or is time-barred. An exchange between debtor and creditor of debt instruments with substantially different conditions will be recognized as a discharge of the original financial liability and with the accounting entry of a new financial liability; similarly, a substantial change in the conditions of an existing financial liability, or part of it, will be recognized as a discharge of the original liability and accounting entry of a new financial liability. The difference between the accounting value of a financial liability, or part of it, discharged or transferred to a third party, and the amount paid, including any non-monetary assets transferred or liabilities assumed, will be recognized in the Profit and loss account.

Current and deferred taxes

Current taxes are calculated on the basis of the estimated taxable income for the year. Deferred taxes are calculated on all temporary differences between the tax value of assets and liabilities and the related accounting entry, using the rates that are reasonably expected to be in force when the deferred tax assets are realized, or the deferred tax liabilities are paid. Deferred tax assets, in particular, are accounted for to the extent that it is considered probable that there will be sufficient future taxable income to offset the temporary differences at the time of their cancellation.

Revenues and costs

Revenues (recorded net of any returns, discounts, rebates and premiums), and operating costs, are recorded in the Profit and Loss Account on an accrual basis and, in accordance with IAS 18, when it is probable that the economic benefits deriving from the transactions will accrue to the company and their amount can be reliably measured.

Functional and presentation currency

The Euro is the Company's functional and presentation currency. The figures shown in the financial statements are presented in EUR, while those shown in the explanatory notes are presented in thousands of EUR.

Transactions and balances in foreign currency

Transactions in foreign currencies are converted at the exchange rate in force on the date of the transaction. Exchange gains and losses arising from the settlement of such transactions and from the conversion of monetary assets and liabilities denominated in foreign currencies at the year-end exchange rates are recorded in the Profit and Loss Account.

ADOPTION OF NEW ACCOUNTING STANDARDS, AMENDMENTS AND INTERPRETATIONS ISSUED BY THE IASB

ACCOUNTING STANDARDS, AMENDMENTS AND INTERPRETATIONS RECENTLY ISSUED BY THE IASB

Accounting standards, amendments and interpretations applicable from 1 July 2016

- Commission Regulation (EU) 2015/2113 of 23 November 2015, published in Official Journal L 306 of 24 November 2015, adopting amendments to IAS 16 Property, Plant and Equipment and to IAS 41 Agriculture – Agriculture: Bearer Plants. The IASB decided that plants, which are used solely to grow products over several periods, known as bearer plants, should be accounted for in the same way as property, plant and equipment in IAS 16 because their «operation» is similar to that of manufacturing. These amendments had no effect on the assessment of the relevant items and the information provided in this Financial Report.

- Commission Regulation (EU) 2015/2173 of 24 November 2015, published in Official Journal L 307 of 25 November, adopting amendments to IFRS 11 Accounting for Acquisitions of Interests in Joint Operations. The amendments provide new guidance on the accounting treatment of an acquisition of an interest in a joint operation in which the activity of the joint operation constitutes a business. These amendments had no effect on the assessment of the relevant items and the information provided in this Financial Report.

- Commission Regulation (EU) 2015/2231 of 2 December 2015, published in Official Journal L 317 of 3 December, adopting amendments to IAS 16 Property, Plant and Equipment and to IAS 38 Intangible Assets entitled Clarification of Acceptable Methods of Depreciation and Amortization. These amendments had no effect on the assessment of the relevant items and the information provided in this Financial Report.

- Commission Regulation (EU) 2015/2343 of 15 December 2015, published in Official Journal L 330 of 16 December, adopting the Annual Improvements to IFRS 2012-2014 Cycle, in the framework of its regular improvement process which aims at streamlining and clarifying the standards. They largely refer to clarifications, so their adoption has had no significant impact in this Financial Report.

- Commission Regulation (EU) 2015/2406 of 18 December 2015, published in Official Journal L 333 of 19 December, adopting amendments to IAS 1 Presentation of Financial Statements entitled Disclosure Initiative. The amendments aim to improve the effectiveness of disclosure and to encourage companies to apply professional judgement in determining what information to disclose in their financial statements when applying IAS 1. These amendments did not have a significant effect on the information provided in this Financial Report.

- Commission Regulation (EU) 2015/2441 of 18 December 2015, published in Official Journal L 336 of 23 December, adopts amendments to IAS 27 Separate Financial Statements entitled Equity Method in Separate Financial Statements. The objective of the amendments is to allow companies to use the equity method to account for investments in subsidiaries, joint ventures and associates in their separate financial statements. These amendments had no effect on the assessment of the relevant items and the information provided in this Financial Report.

- Commission Regulation (EU) 2016/1703 of 22 November 2016, published in Official Journal L 257 of 23 September 2016, adopting the document entitled "Investment Entities: Applying the Consolidation Exception", which amends IFRS 10 Consolidated Financial Statements and IFRS 12 Disclosure of Interests in Other Entities and IAS 28 Investments in Associates and Joint Ventures. The amendments aim to clarify the requirements when accounting for investment entities and provide exemptions in particular circumstances. These amendments had no effect on the assessment of the relevant items and the information provided in this Financial Report.

Accounting standards, amendments and interpretations not yet applicable as they have not yet been approved by the Company

- Commission Regulation (EU) 2016/1905 of 22 September 2016, published in Official Journal L 295 of 29 October 2016, adopted IFRS 15 *Revenue from contracts with customers*, improving the accounting reporting of revenues and thus overall comparability of revenues in the financial statements. The standard applies, at the latest, from the commencement date of a company's first financial year starting on or after 1 January 2018. The Company does not expect any significant impact on its financial statements as a result of the application of the new standard. A more detailed analysis will be carried out in the future to determine the possible effects.

- Commission Regulation (EU) 2016/2067 of 22 November 2016, published in Official Journal L 323 of 29 November 2016, adopted IFRS 9 *Financial Instruments*, to improve financial reporting on financial instruments by addressing problems that have arisen in this area during the financial crisis. More specifically, IFRS 9 responds to the G20's invitation to make the transition to a more forward-looking model for the recognition of expected losses on financial assets. The standard applies, at the latest, as from the commencement date of a company's first financial year starting on or after 1 January 2018. The Company has completed its analysis of the impacts of the adoption of this Standard and has assessed that there is a non-significant initial gross effect. The Company is currently assessing the effects of applying the new IFRS 15.

Accounting standards, amendments and interpretations not yet applicable as they have not yet been approved.

- IFRS 14 - Regulatory Deferral Accounts.
- IFRS 16 - Leases
- Clarifications to IFRS 15.
- Amendments to IFRS 10 and IAS 28 - Sale or Contribution of Assets between an Investor and its Associate or Joint Venture.
- Amendments to IAS 12 – Recognition of Deferred Tax Assets on Unrealized Losses.
- Amendment to IAS 7 – Disclosure initiative.
- Amendment to IFRS 2 – Classification and Measurement of Share based payment transactions.
- Amendments to IFRS 4 – Applying IFRS 9 Financial Instruments with IFRS 4 Insurance Contracts.

The above and further amendments to accounting standards and interpretations, which should become applicable from next year, are not expected to have a significant effect on the financial statements.

* * *

INFORMATION RELATING TO PERSONS AND ENTITIES EXERCISING MANAGEMENT AND COORDINATION ACTIVITIES

Under Articles 2497-bis and 2497-ter of the Italian Civil Code, in order to provide the necessary information and disclosure of the person or entity who, directly or indirectly, is in a position to exercise management and coordination activities of ASR Media and Sponsorship S.r.l, the following is a summary of the situation as of 30 June 2017.

It should be noted that ASR Media and Sponsorship Srl is directly controlled by Soccer Sas di Brand Management Srl, which is 0.01% owned by Brand Management Srl, and 99.98% owned by A.S. Roma Spa, which in turn are controlled by NEEP Roma Holding S.p.A., incorporated on 26 April 2011 (with tax code 11418561004), in turn controlled by **AS Roma SPV LLC**, a company incorporated under U.S. law on 27 January 2011 with registered offices at 615 South Du Pont Highway, Dover, Delaware 19901 (U.S.A.), which exercises management and coordination activities. The following is the balance sheet for the financial year ended as at 31 December 2016, the latest approved by the shareholders of AS Roma SPV LLC.

(Amounts in thousands of US Dollars)	31.12.16	31.12.15
Assets		
A – Current assets-escrow cash account	7,138	1,747
B – Other assets – AS Roma Entities	151,315	136,768
C – Investment in Stadium	38,195	35,817
C - Other assets – Notes receivable	105,000	27,000
Total assets	**301,648**	**201,332**
Liabilities & Equity		
A – Equity:		
▪ Share capital – Members' Contributed Capital	294,637	210,165
▪ Retained earnings	(17,102)	(16,720)
▪ Net income	(74)	(382)
Total Equity	**277,461**	**193,063**
B - Liabilities:		
▪ Account payable	1,186	8,269
▪ Other current liabilities (interest, note payable)	23,001	-
Total current liabilities	**24,187**	**8,269**
Total Liabilities & Equity	**301,648**	**201,332**

ANALYSIS OF BALANCE SHEET ITEMS

ASSETS

A) NON-CURRENT ASSETS

1 – Intangible assets with a finite useful life

This item totaled EUR 16,631 thousand (EUR 16,847 thousand as at 30 June 2016), a decrease due to depreciation for the year.

(Amounts in thousands of EUR)	30.06.16	Increases	Decreases	Depreciation	30.06.17
Library RAI	16,364	-	-	(182)	16,182
Capitalization of the Library	393	-	-	(4)	389
Other fixed assets	90	-	-	(30)	60
Total	**16,847**	**-**	**-**	**(216)**	**16,631**

They are made up of:

- EUR 16,182 thousand from exclusive rights acquired by RAI in 2007 for the commercial exploitation and economic use of all images of AS Roma's home matches and everything directly related to them, present in RAI's archives;
- EUR 389 thousand or the enhancement of multimedia content produced in previous years. These fixed assets are considered to have a defined useful life, with reference to the period of possible economic exploitation of the same;
- EUR 60 thousand for other intangible assets, including EUR 53 thousand for TV Brand identity and EUR 7 thousand for software licenses.

2 – Intangible assets with an indefinite useful life

These amount to EUR 123,107 thousand and refer to the AS Roma Trademarks, which were recognized in the financial statements following the transfer of the "Soccer Going Concern" Business Unit on 11 February 2015, as shown in the sworn expert's report. The AS Roma Trademarks are considered intangible assets with an indefinite useful life, taking into account that it is not foreseeable to what extent these assets will cease to generate cash inflows for the Company, and therefore are not subject to depreciation, but to an impairment test, in accordance with IAS 36, annually, and whenever the conditions are met.

Therefore, the item Intangible assets with an indefinite useful life, which includes, as specified above, the value of the commercial exploitation rights of the AS Roma trademarks, the main assets of the relative CGU, was subjected to an impairment test (as of 30 June 2017), with the help of an estimate of the recoverable value, prepared by an independent expert. As this recoverable amount was higher than the carrying amount, no write-down was necessary.

The estimate of the recoverable value was based on the discounting of expected income flows, which reliably approximate the cash flows. The estimate of the expected flows took into account the forecast of the profit for the current season and a full-scale projection determined by the attribution to the trademark of a portion of the company's rent received by the company, proportional to the margin generated for the tenant. The WACC discount rate takes into account the current capital market conditions, the specific risk of the business and the financial structure of the AS Roma Group at the reference date of the estimate. The pre-tax WACC was 5.8%.

A sensitivity analysis was carried out, on the basis of which an unfavorable deviation of the WACC and of revenues at full capacity of 10% would not entail any reduction in value.

It should be noted that following the financing provided in February 2015 by Goldman Sachs International and Unicredit S.p.A., respectively as “Mandated Lead Arranger and Bookrunner”, a first-degree pledge was recorded, granted by the Company on the initial and future intellectual property of the AS Roma trademark and related derivations, in favor of Unicredit Bank AG and Unicredit Spa, to guarantee the exact and unconditional fulfilment of the Guaranteed Obligations, as defined in the relevant contract.

3 – Property, equipment, plant and machinery

These amount to EUR 52 thousand (EUR 64 thousand as at 30 June 2016), made up of the following fixed assets, with the relevant movements set out below:

	Balance as at 30.06.16			Depreciation provision		Balance as at 30.06.17		
(Amounts in thousands of EUR)	Historical Cost	Depreciation provision	Financial statements value	Depreciation	Use	Historical cost	Depreciation fund	Financial statements value
Plant and machinery	**24**	**(6)**	**18**	**(4)**	**-**	**24**	**(10)**	**14**
Industrial and commercial equipment	**17**	**(4)**	**13**	**(2)**	**-**	**17**	**(6)**	**11**
Furniture and fittings	28	(5)	23	(3)	-	28	(8)	20
Computer equipment	14	(5)	9	(3)	-	14	(8)	6
Projection machines	2	(1)	1	-	-	2	(1)	1
Other assets	**44**	**(11)**	**33**	**(6)**	**-**	**44**	**(17)**	**27**
Assets in course of construction	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Total	**85**	**(21)**	**64**	**(12)**	**-**	**85**	**(33)**	**52**

The variation during the year is entirely due to the depreciation for the period.

4 - Other non-current assets

This item totaled EUR 218,038 thousand (EUR 187,795 thousand as at 30 June 2016), up EUR 30,243 thousand compared to the previous year.

(Amounts in thousands of EUR)	30.06.16	Increase	Decrease	30.06.17
Fixed financial assets	11,650	4,951	-	16,601
Intercompany financing (Soccer Sas)	176,145	26,738	(1,446)	201,437
Total	**187,795**	**31,689**	**(1,446)**	**218,038**

This is made up of:

- EUR 16,601 thousand (EUR 11,650 thousand as at 30 June 2016), recording a EUR 4,950 thousand increase due to an increase in cash reserves used to guarantee the amending agreement to the loan agreement signed with Unicredit and Goldman Sachs in June 2017. This increase is added to the reserve of EUR 11,650 thousand provided for previously by the original agreement signed with Unicredit and Goldman Sachs in February 2015. These funds are held in deposit in the current account called “Debt Service Reserve Account”;

- EUR 201,437 thousand (EUR 176,145 thousand at 30 June 2016), relating to the initial financing of EUR 150,334 thousand granted to Soccer Sas in February 2015, was followed by new loans in the period of EUR 25,520 thousand (EUR 10,760 thousand at 30 June 2016), of which EUR 14,760 thousand was in the financial year under review. The balance includes interest accrued up to the end of the financial year of EUR 27,029 thousand (EUR 15,051 thousand at 30 June 2016), of which EUR 11,978 thousand accrued during the financial year.

B) CURRENT ASSETS

5 – Trade receivables

This item amounts to EUR 962 thousand (EUR 19,327 thousand as at 30 June 2016), decreasing by EUR 18,365 thousand, mainly as a result of the early invoicing, which occurred in the last period at the end of June 2016, of the first instalment of the TV rights for the 2016-2017 season, amounting to EUR 15,600 thousand. The first instalment for the 2017-2018 season was invoiced however in July. This consists of the following receivables:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Change
Customers	353	16,112	(15,759)
Receivables from parent company	609	3,215	(2,606)
Total	**962**	**19,327**	**(18,365)**

Receivables from customers, amounting to EUR 353 thousand (EUR 16,112 thousand at 30 June 2016), include: EUR 323 thousand from customers for indirect media rights, managed centrally by LNP Serie A and UEFA; EUR 22 thousand from customers for receivables consisting of direct media rights relating to the production and broadcasting, via TV, radio or other media, of content (audio-visual and photographic material) relating to national and international matches, and in general to the activities of the AS Roma football club and, finally, for the remaining amount of EUR 8 thousand (EUR 117 thousand as at 30 June 2016), from customers for business arrangements arising from granting the "Soccer Going Concern" business unit, relating to the management and commercial use of the AS Roma trademarks.

Receivables from parent company amount to EUR 609 thousand (EUR 3,215 thousand at 30 June 2016), related to receivables due from Soccer, as a result of the signing by MediaCo, in its capacity as grantor, and Soccer, in its capacity as lessee, of a business lease agreement concerning the lease by MediaCo of the company made up of the assets transferred by MediaCo itself. The balance as at 30 June 2017 represents the rent accrued in the last month of the period, of which EUR 592 thousand for invoices to be issued to the Parent Company and the remaining amount of EUR 17 thousand for invoices issued.

In compliance with the provisions of IFRS 7, trade receivables are broken down by overdue periods as at 30 June 2017:

(Amounts in thousands of EUR)	30.06.17	30.06.16
Non-overdue trade receivables	-	-
Trade receivables up to 30 days overdue	323	15,645
Trade receivables 31 to 60 days overdue	-	-
Trade receivables 61 to 90 days overdue		100
Trade receivables more than 90 days overdue	265	607
Total Trade receivables	**588**	**16,352**
Customers with invoices to be issued	-	-
Receivables from parent company for invoices issued	17	2
Receivables from parent company for invoices to be issued	592	3,213
Less bad debt provision	(235)	(240)
Total	**962**	**19,327**

Trade receivables are conservatively shown net of the related bad debt provision, amounting to EUR 235 thousand (EUR 240 thousand as at 30 June 2016), relating to trade receivables more than 90 days overdue, which are difficult to collect. The provision shows a slight decrease due to the adjustment made during the financial year, relating to the write-down of a receivable that is difficult to collect. The remaining portion of these receivables not written down is currently considered to be realizable by the Directors.

6 – Current financial assets

This item totaled EUR 20,448 thousand, the amount of which is not found in the previous period, and includes EUR 20,412 for the previously described intercompany loan granted to AS Roma on 22 June 2017. The balance also includes the interest accrued at the end of the financial period amounting to EUR 36 thousand.

7 – Other current assets

These amount to EUR 5,780 thousand (EUR 1 thousand at 30 June 2016), an increase of EUR 5,779 thousand compared to the previous year, and represent trade receivables collected by AS Roma and to be transferred to the Company, as a result of the commitments undertaken in the loan agreement, mentioned several times above, with Goldman Sachs International and Unicredit.

8 – Prepayments

These amount to EUR 197 thousand (EUR 196 thousand as at 30 June 2016) and relate to the portion of annual financial fees relating to the financing agreement, invoiced in advance in the financial year but relating to the following financial year.

9 – Cash at bank and in hand

This item totaled EUR 6,145 thousand (EUR 7,396 thousand as at 30 June 2016) and relates to cash flows generated by current operations. It consists exclusively of bank account deposits, which are managed in accordance with the terms of the financing signed with Unicredit and Goldman Sachs in February 2015 and subsequent amendment of June 2017.

These bank accounts are subject to a pledge, the effectiveness of which is subject to the occurrence of events such as to make it exercisable and enforceable, in relation to the loan signed with Unicredit and Goldman Sachs in February 2015 and subsequent amendment of June 2017, based on the amount available and outstanding at the date on which such pledge is exercised and up to the amount of the residual debt.

LIABILITIES

A) Capital and Reserves

10 – Capital and Reserves

The Company's Capital and Reserves amounting to EUR 134,954 thousand (EUR 134,916 thousand as at 30 June 2016) increased by EUR 38 thousand, as a result of the profit and loss account amounting to EUR 12,566 thousand, which was partially offset by the decrease resulting from the resolution to distribute the profit for the previous year to shareholders, amounting to EUR 12,528 thousand. Capital and Reserves, in addition to the profit for the financial year, is composed of:

- Share Capital, amounting to EUR 200 thousand, of which EUR 23 thousand relates to A.S. Roma and EUR 177 thousand to Soccer;

- Legal Reserve of EUR 40 thousand;

- Other Reserves, amounting to EUR 122,148 thousand, including EUR 135,667 thousand from the Contribution Reserve, of which EUR 8,548 thousand is attributable to AS Roma and EUR 127,119 thousand to Soccer; the amounts are shown net of the amount related to setting up the deferred tax provision, which is negative EUR 13,520 thousand;

The movements in Capital and Reserves items during the year and in the previous financial year are shown below:

STATEMENT OF CHANGES IN CAPITAL AND RESERVES	Share Capital	Legal Reserve	Other reserves	Profit for the financial year	Capital and Reserves
(Amounts in thousands of EUR)					
Balance as at 30 June 2015	**200**	**-**	**122,148**	**4,253**	**126,601**
Allocation of profit and loss account to Reserves (1)	-	40	-	(40)	-
Shareholders' dividends (1)	-	-	-	(4,213)	(4,213)
Profit at 30 June 2016	-	-	-	12,528	12,528
Balance at 30 June 2016	**200**	**40**	**122,148**	**12,528**	**134,916**
Shareholders' dividends (2)	-		-	(12,528)	(12,528)
Profit at 30 June 2017	-	-	-	12,566	12,566
Balance at 30 June 2017	**200**	**40**	**122,148**	**12,566**	**134,954**

(1) Resolution of the Shareholders' Meeting of ASR Media and Sponsorship Srl of 26 October 2015.
(2) Resolution of the Shareholders' Meeting of ASR Media and Sponsorship Srl of 26 October 2016.

The information required by Article 2427 No. 7 bis of the Italian Civil Code on the availability and distribution of reserves is summarized in the following table:

	30.06.17	Possible uses	Available amount	Drawdowns in the last three financial years
Share Capital	**200**			**-**
Legal Reserve	40	B	(*)	-
Other reserves	122,148	A, B, C	122,148 (**)	-
Profit/loss for financial year	12,566			
Total Capital and Reserves	**134,954**		**122,148**	**-**

Key:

A, for capital increase; B, to cover losses; C, for distribution to shareholders

(*) The Legal Reserve is not available as it can only be used to cover losses and after all other reserves have been used

(**) Under Article 2431 of the Italian Civil Code, the entire amount may be distributed only on condition that the Legal Reserve has reached the limit established by Article 2430 of the Italian Civil Code.

B) Non-current liabilities

These amount to EUR 229,725 thousand (EUR 163,984 thousand as at 30 June 2016), up by EUR 65,741 thousand during the year, essentially as a result of granting new loans and the adjustments of the provisions for deferred taxes made in the period.

11 – Long-term loans

This item amounts to EUR 212,971 thousand (EUR 149,200 thousand as at 30 June 2016). Please note that the outstanding debt is expressed, under IAS 39, according to the amortized cost criterion, net of transaction charges. As already mentioned in the EVENTS OCCURRED IN THE PERIOD, the Company negotiated an additional credit facility to the existing Loan Agreement that included new transaction charges and changes to the debt repayment terms.

The net increase recorded in the year, amounting to EUR 63,771 thousand, is due to:

- the increase in the credit facility of the existing loan, amounting to EUR 68,592 thousand;
- the increase due to rescheduling a principal repayment instalment, scheduled in the previous plan with maturity at the end of June 2017, amounting to EUR 2,913 thousand, which is considered in the item by the corresponding current liabilities item;
- the decrease by EUR 3,625 thousand due to reclassifying the ordinary portion of the loan maturing within 12 months, under the agreement amending the Loan Agreement,
- the decrease by EUR 6,926 thousand for additional transaction charges, partially offset by the increase, resulting from the amortization of the same transaction charges to be considered in the year, by EUR 2,817 thousand.

The loan was signed as part of the consolidation and operational reorganization of the AS Roma Group and is backed by appropriate guarantees, financial covenants and other commitments to be complied with for the entire duration of the financing by the parties involved in the transaction, in line with those normally applied in similar transactions. On 22 June 2017, the original financing, for a total amount of EUR 175 million, was increased, through an agreement amending the financing agreement signed by the Company; this brought the Company's exposure, considering the remainder of the original loan, to EUR 230 million. The new loan has maintained the conditions of the previous loan and is regulated at a variable rate (Euribor 3 months, with a minimum of 0.75%) and a spread of 6.25% and is secured, among other things, by the following guarantees:

- pledge granted by AS Roma and Soccer on the Company's shares;
- pledge granted by AS Roma, Brand Management S.r.l. and ASR Soccer LP S.r.l. on the shares in Soccer's Share Capital;
- pledge granted by the Company on its bank accounts;
- pledged by Soccer on its bank accounts;
- pledge granted by the Company on the AS Roma trademark and its derivations;
- assignment by the Company as security - under Articles 1260 et seq. of the Italian Civil Code - of the receivables deriving from the contracts signed between the companies of the AS Roma Group, and, specifically: (i) the Business Lease Agreement; and (ii) the contracts referred to as the "Services Agreement", the "Playing and Staging Agreement", the "MediaCo/Soccer Loan", the "Tax Consolidation Arrangements", the "Existing Indirect Media Contracts", the "Existing Direct Media Contracts and Existing Sponsorship Agreements";
- assignment by Soccer as security - under Articles 1260 et seq. of the Italian Civil Code - of the receivables deriving from the contracts called the "License Agreement", the "Services Agreement", the "Soccer/AS Roma Loan Agreement" and from the "Subordinated Loan Agreement";
- assignment as security by AS Roma - under Articles 1260 et seq. of the Italian Civil Code - of receivables deriving from contracts called the "Deed of Assignment of Receivables", the "License Agreement", the "Tax Consolidation Loan Agreement" and the "Services Agreement";
- assignment by NEEP as security - under Articles 1260 et seq. of the Italian Civil Code - of receivables arising from the "Tax Consolidation Loan Agreement".

The expiry of the loan, which was originally scheduled for February 2020 in the original agreement, was postponed to March 2022, and the quarterly repayment of principal instalments was provided for starting from 30 June 2018.

12 – Deferred tax provision

This item totaled EUR 16,754 thousand (EUR 14,783 thousand as at 30 June 2016), up EUR 1,971 thousand due to the provision for deferred tax liabilities accrued during the financial year. The item relates to the provision for taxes, which will be due in future financial years, generated by temporary differences relating to the depreciation of the Trademarks, calculated solely for tax purposes and taking into account that the same amount for depreciation of the Trademarks is recorded as a reduction in the taxable income for current taxes (IRES and IRAP) accrued during the financial year.

C) Current liabilities

A breakdown of this item, which totaled EUR 26,681 thousand (EUR 55,835 thousand at 30 June 2016), decreased by EUR 29,154 thousand in the financial year, is provided below

Description	30 June 2017	30 June 2016	Changes
Trade payables	196	150	46
Short term loans	5,288	13,391	(8,103)
Tax payables	45	929	(884)
Other liabilities	21,152	41,365	(20,213)
Total Current Liabilities	**26,681**	**55,835**	**(29,154)**

13 – Trade Payables

Description	30 June 2017	30 June 2016	Changes
Payables to suppliers	28	62	(34)
Payables to Soccer S.a.s	168	88	80
Total Trade Payables	**196**	**150**	**46**

These amount to EUR 196 thousand (EUR 150 thousand as at 30 June 2016) and represent debt exposure of EUR 28 thousand to ordinary suppliers (EUR 62 thousand as at 30 June 2016), of which EUR 22 thousand is for invoices to be received. The remaining amount, amounting to EUR 168 thousand (EUR 88 thousand as at 30 June 2016), is due to Soccer Sas as a result of payment into the Company's bank accounts of Holding Company invoices, to be reimbursed to it.

14 – Short term loans

This item amounts to EUR 5,288 thousand (EUR 13,391 thousand as at 30 June 2016) and represents the portion due within one year of the loan signed in February 2015 with Goldman Sachs International and Unicredit S.p.A., renegotiated in June 2017, as the “Mandated Lead Arranger and Bookrunner”, respectively, already described above.

The balance showed a net decrease of EUR 8,103 thousand, due to the following changes:

- the decrease, by EUR 8,738 thousand, after paying the first three instalments of the principal in the period, as contractually planned, in addition to interest and financial fees amounting to EUR 1,740 thousand.
- the EUR 2,913 thousand decrease to reclassify the last instalment scheduled in the period in the corresponding item maturing after the period, as rescheduled by the agreement to amend the Loan Agreement.
- the EUR 3,625 thousand increase, to reclassify the corresponding item maturing after the payment of the instalments (principal) to be repaid within 12 months;
- the EUR 1,663 thousand increase, for the portion of the interest accruing in the 2017-2018 financial year, including the relevant loan fees.

15 – Tax Payables

This item, amounting to EUR 45 thousand (EUR 929 thousand as at 30 June 2016), corresponds to the debt for withholdings related to Italian Personal Income Tax (IRPEF), Regional Tax on Production Activities (IRAP) and VAT and is composed as follows:

Description	30 June 2017	30 June 2016
Italian Personal Income Tax (IRPEF)	39	2
Italian Regional Tax on Production Activities (IRAP)	6	446
VAT	0	481
Total Tax Payables	**45**	**929**

The EUR 883 thousand decrease, recorded in the period, is essentially due to IRAP's lower impact and the joining of the Group VAT settlement procedure that resulted in the transfer of its monthly VAT balances to the Parent Company Neep Roma Holding. On the closing date of the period, the tax liabilities consist of:

- IRPEF (Italian Personal Income Tax), amounting to EUR 39 thousand, relating to withholdings on interest and remunerations to professionals, duly paid in the following July;
- IRAP (Italian Regional Tax on Productive Activities), amounting to EUR 6 thousand (EUR 446 thousand as at 30 June 2016), shows the tax accrued in the period, amounting to EUR 742 thousand, net of down payments already paid, amounting to EUR 735 thousand;
- VAT (amounting to EUR 481 thousand as at 30 June 2016), is not reflected in the period following the Group's joining the VAT settlement procedure, which the Company has joined from January 2017, which provides for the transfer of the monthly VAT balances to the Parent Company Neep Roma Holding.

16 – Other liabilities

This item totaled EUR 21,152 thousand (EUR 41,365 thousand as at 30 June 2016), down by EUR 20,213 thousand during the financial year, broken down as follows:

Description	30 June 2017	30 June 2016
Payables to AS Roma for “indirect” receivables acquired	222	34,293
Payables to AS Roma for invoices received	191	87
Payables to AS Roma for invoices to be received	938	0
Payables to AS Roma for transactions not included in the business unit	0	166
Payables to Shareholders for dividends to be distributed	14,842	4,213
Payables to NEEP Roma Holding Spa – Group VAT	1,797	0
Payables to NEEP Roma Holding Spa – Tax consolidation	3,162	2,606
Total other liabilities	**21,152**	**41,365**

Payables to AS Roma for "indirect" receivables acquired

These amount to EUR 222 thousand (EUR 34,293 thousand at 30 June 2016) and concern the receipt by AS Roma of payments from the invoicing of audio-visual and non-centralized rights by the LNP and AS Roma's participation in UEFA tournaments, as a guarantee for the commitments undertaken with the signing of the abovementioned loan agreement with Goldman Sachs International and Unicredit. During the financial year, the Company continued to receive payments from the abovementioned invoices issued by AS Roma and regularly made periodic payments to AS Roma.

The decrease by EUR 34,071 thousand, compared to the previous year, is mainly due to the payment made to AS Roma in June 2017, using some of the resources from the loan obtained in the financial year under the amending agreement to the original Loan Agreement.

Payables to AS Roma for invoices received

Amounting to EUR 191 thousand (EUR 87 thousand as at June 2016), this item recorded a decrease by EUR 87 thousand for the payment of the previous payable to AS Roma and an increase amounting to its balance of EUR 191 thousand for invoices issued to AS Roma, received at the end of the financial year and related to charging back upfront costs from AS Roma, in the context of signing the abovementioned amending agreement, on behalf of the Company.

Payables to AS Roma for invoices to be received

These amounted to EUR 938 thousand, and are not reflected in the previous financial year, and related to invoices paid in advance by AS Roma for professional services provided on behalf of the Company in connection with the signing of the amending agreement described above, which the same recharged to the Company after the end of the financial year.

Payables to AS Roma for transactions not included in the business unit

These amounted to EUR 166 thousand, at 30 June 2016, and were paid in full in the financial year.

Payables to Shareholders for dividends to be distributed

The balance at 30 June 2017, amounting to EUR 14,842 thousand (EUR 4,213 thousand in June 2016) and representing the dividends accrued during the last two financial years to be distributed to the shareholder Soccer Sas, showed an increase of EUR 10,629 thousand, compared to the previous financial year, which also included the EUR 478 thousand owed to the shareholder AS Roma.

The financial year recorded an increase by EUR 12,528 thousand of the dividend to be distributed in accordance with the resolution of the Shareholders' Meeting held on 26 October 2016, for the period ended at 30 June 2016 and divided, according to the equity interests to the Shareholders, as follows: EUR 11,107 thousand to Soccer Sas and EUR 1,421 thousand to AS Roma, respectively.

The Company also paid the quotaholder AS Roma a total amount of EUR 1,899 thousand during the financial year, of which EUR 478 thousand for the period ended on 30 June 2015 and EUR 1,421 thousand for the period ended on 30 June 2016. On 30 June 2017, the balance amounting to EUR 14,842 thousand therefore represents the debt for dividends to be distributed to the shareholder Soccer Sas, of which EUR 3,735 thousand for the period ended on 30 June 2015 and EUR 11,107 thousand for the period ended on 30 June 2016.

Payables to the Parent Company NEEP Roma Holding Spa – Group VAT

These amount to EUR 1,797 thousand, an amount that is not reflected in the previous period. They derive from participation in the Group VAT settlement procedure, starting from January 2017, and relate to the monthly transfer of the VAT balance owed by the Company in June 2018 to the Parent Company Neep Roma Holding.

Payables to the Parent Company NEEP Roma Holding Spa – Tax Consolidation

These amount to EUR 3,162 thousand (EUR 2,606 thousand at 30 June 2016) and are the result of participation in the Group's tax consolidation: they relate to the transfer of the Italian Corporate Income Tax (IRES) payable to the Holding Company. Specifically, the IRES payable at 30 June 2016, amounting to EUR 2,606 thousand, and the related adjustments that arose when the Holding Company filed its income tax return, were settled during the financial year. Therefore, the balance at the end of the financial year, amounting to EUR 3,162 thousand, relates to the IRES payable in the financial year just ended, which increased due to the higher taxable income for the financial year.

ANALYSIS OF THE ITEMS OF PROFIT AND LOSS ACCOUNT

Before analyzing the individual items, it should be noted that the analysis of the economic and operating performance is also illustrated in the Management Report on Operations, to which reference should be made.

A) OPERATING REVENUES

17) Total Operating revenues for the financial year

These totaled EUR 22,701 thousand (EUR 22,703 thousand as at 30 June 2016) and were substantially unchanged during the financial year.

a) Other sundry proceeds

These amount to EUR 22,701 thousand (EUR 22,703 thousand as at 30 June 2016), of which EUR 22,700 thousand relates to the lease of the Business to the parent company Soccer Sas, unchanged from the previous financial year. The balance of EUR 1 thousand (EUR 3 thousand at 30 June 2016) relates to the reimbursement of costs and charges from third parties and minor proceeds.

B) OPERATING COSTS

18) Expenses for services

This item totaled EUR 221 thousand (EUR 367 thousand at 30 June 2016) and refers to general and administrative expenses, down by EUR 146 thousand from the previous financial year, and is broken down as follows:

Description	30 June 2017	30 June 2016
Legal, notarial and professional fees	26	122
Audit fees	32	40
Protection and updating of trademarks	94	171
Expenses for agencies and administrative services	58	24
Other general and administrative expenses	11	10
Total administrative and general expenses	**221**	**367**

19) Other operating costs

This item amounted to EUR 48 thousand (EUR 23 thousand as at 30 June 2016), an increase by EUR 25 thousand in the financial year, and is broken down as follows:

EUR 4 thousand for indirect tax charges such as stamp duties, registration and Companies' Register (CCIAA) fees and other taxes; EUR 16 thousand relating to IRES and IRAP adjustments accrued in the previous financial year and regularly paid by the Company in the financial year; EUR 1 thousand relating to administrative fines and the difference of EUR 27 thousand for tax fines for delayed VAT payments.

Description	30 June 2017	30 June 2016
Indirect tax charges	31	3
Extraordinary costs	16	4
Other charges	1	16
Total other operating costs	**48**	**23**

Indirect tax charges, amounting to EUR 31 thousand (EUR 3 thousand as at 30 June 2016), consist of stamp duties, registration and CCIAA fees and fines for delayed indirect tax payments.

Extraordinary costs, amounting to EUR 16 thousand, relate to IRES and IRAP adjustments for the previous financial year, which emerged in the year when filing the tax returns. The corresponding balance as at 30 June 2016, amounting to EUR 4 thousand, was related to extraordinary costs from business management.

The other charges amounting to EUR 1 thousand (EUR 16 thousand as at 30 June 2016), included the residual amounts. In the previous financial year, they included the amount of EUR 16 thousand for charges incurred for filing legal claims in defense of 13 internet domain names owned by the Company.

20) Depreciation, amortization and other write-offs

A breakdown of this item, which totaled EUR 232 thousand (EUR 469 thousand as at 30 June 2016), is provided below:

Description	30 June 2017	30 June 2016
Depreciation of intangible assets	216	216
Depreciation of tangible fixed assets	13	13
Write-off of current receivables	3	240
Total Depreciation, amortization and other write-offs	**232**	**469**

For comments on these items, reference should be made to the corresponding Balance Sheet items.

21) Financial proceeds and charges

Net financial charges totaled EUR 3,838 thousand (EUR 5,563 thousand at 30 June 2016), and are broken down as follows:

a) Financial proceeds, amounting to EUR 12,015 thousand (EUR 10,988 thousand as at 30 June 2016), are for interest receivable from outstanding intercompany loans from Soccer for EUR 11,978 thousand (EUR 10,987 thousand as at 30 June 2016) and from AS Roma for EUR 36 thousand (not reflected in the previous financial year). These arrangements were regulated by signing specific intercompany financing agreements with the companies concerned. The remaining amount of EUR 1 thousand (EUR 1 thousand as at 30 June 2016), is for accrued interest received on bank deposits and receivables on exchange rate fluctuations in commercial transactions;

b) Financial charges, amounting to EUR 15,853 thousand (EUR 16,551 thousand at 30 June 2016), consist of EUR 15,375 thousand (EUR 16,103 thousand at 30 June 2016), from interest payable for the loan signed in February 2015 and for the amending agreement signed in June 2017, recorded using the amortized cost criterion (IAS 39), including the directly charged additional costs; EUR 479 thousand (EUR 446 thousand as at 30 June 2016) from financing fees and charges for banking services. In the previous year, the balance of EUR 2 thousand was included, for payables on foreign exchange fluctuations.

22) Taxes for the financial year

These amount to EUR 5,795 thousand (EUR 3,754 thousand as at 30 June 2016) and are made up of:

a) Current taxes of EUR 3,824 thousand (EUR 3,339 thousand as at 30 June 2017), relate to IRAP for EUR 741 thousand (EUR 733 thousand as at June 2016) and to IRES for EUR 3,162 thousand (EUR 2,606 thousand as at 30 June 2016). Please note that, on 16 December 2014, given the existence of the conditions, the Company participated in the consolidated national tax scheme for the companies of the group of Neep Roma Holding Spa of which it is a part. Starting from the financial year ended on 30 June 2015, this choice was irrevocably valid for the three-year 2015-2017 period. This partially offset the amount of national consolidated income of EUR 79 thousand.

b) Deferred taxes of EUR 1,971 thousand (EUR 415 thousand at 30 June 2016) were set aside in relation to the depreciation of the trademarks acquired from Soccer, as part of the broader and more comprehensive business unit transferred, determined solely for tax purposes and calculated as a reduction in taxable income. The change in the financial year, amounting to EUR 1,556 thousand, was a result of recalculating the provisions for pre-paid taxes that were calculated the previous financial year, as a result of the consequences of the 2016 Italian Budget Law that resulted in the decrease from 27.5% to 24% in the IRES rate, determining a positive impact on the profit and loss account recorded in the previous financial year. Below are the reconciliations between the tax charges in the financial statements and the theoretical tax charge for IRES and IRAP purposes:

SCHEDULE FOR CALCULATION OF TAXABLE INCOME FOR IRES

Profit/loss before income taxes		**18,362**	
Theoretical tax charge (rate 27.5%)			5,050
Temporary differences taxable in the following year:			
- tax depreciation of the trademark	(6,839)		
- deduction of IRAP paid	(119)		
Total		**(6,958)**	
Other changes:			
- fines	28		
- excess current credit write-offs	50		
- non-deductible extraordinary costs	16		
Total		**94**	
Taxable income		**11,498**	
Current IRES on profit/loss for the financial year			**3,162**

SCHEDULE FOR DETERMINING TAXABLE INCOME FOR IRAP

Difference between production value and production costs		**22,200**	
Theoretical tax charge (rate 4.82%)			888
Costs not relevant for IRAP purposes:			
- Write-downs/losses on trade debtors -	3		
- Banking Services (deductibles) – Financial Charges	(6)		
- Tax depreciation of the trademark	(6,839))		
- Non-deductible extraordinary costs	16		
Total		**(6,826)**	
Taxable income for IRAP		**15,374**	
Current IRAP on profit/loss for the financial			**741**

23) Other components of profit/loss for the financial year

During the financial year, there were no items that impacted only on Capital and Reserves and not on the Profit and loss account.

* * *

These financial statements, consisting of the Balance Sheet, Profit and Loss Account, Statement of Changes in Capital and Reserves, Cash flow Statement and the Explanatory Notes, present a true and fair view of the Company's financial position and trading results for the financial year ended 30 June 2017 and correspond to the accounting records.

Roma, 3 October 2017

The Chairman

_____

(Mr Umberto Maria Gandini)

Soccer S.a.s. di Brand Management S.r.l.

Independent auditor's report pursuant
to article 14 of Legislative Decree n.
39, dated 27 January 2010

Financial statements as of 30 June 2018

This report has been translated into English from the original, which was prepared in Italian and represents the only authentic copy, solely for the convenience of international readers.

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Via Ludovisi, 16
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Independent auditor's Report
pursuant to article 14 of Legislative Decree n. 39, dated 27 January 2010

To the quota-holders of
Soccer S.a.s. di Brand Management S.r.l.

Report on the financial statements

Opinion

We have audited the financial statements of Soccer S.a.s. di Brand Management S.r.l. (the Company), which comprise the statement of financial position as of 30 June 2018, the statement of comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, and the explanatory notes to the financial statements, including a summary of significant accounting policies.

In our opinion the financial statements give a true and fair view of the financial position of the Company as of 30 June 2018 and of the results of its operation and cash flows for the year then ended in accordance with International Financial Reporting Standards as adopted by the European Union.

Basis of opinion

We conducted our audit in accordance with International Standards on Auditing (ISA Italia). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of this report. We are independent of the company in accordance with ethical requirements and standards applicable in Italy that are relevant to the audit of financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and those charged with governance for the financial statements

Management is responsible for the preparation of financial statements that give a true and fair view in accordance with the Italian regulations and accounting principles governing financial statements and, within the limits of the law, for such internal control as Management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, Management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless Management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with International Standards on Auditing (ISA Italia) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

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As part of an audit conducted in accordance with International Standards on Auditing (ISA Italia), we exercise professional judgment and maintained professional skepticism throughout the audit. Furthermore:

- We identified and assessed the risks of material misstatement of the financial statements, whether due to fraud or error; we designed and performed audit procedures responsive to those risks, we obtained audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control;
- We obtained an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control;
- We evaluated the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by Management;
- We concluded on the appropriateness of Management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern;
- We evaluated the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation;

We communicated with those charged with governance, identified at an appropriate level as required by ISA Italia regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identified during our audit.

Report on other legal and regulatory requirements

Opinion pursuant to article 14, paragraph 2, letter e), of Legislative Decree n. 39/10

Management of Soccer S.a.s. di Brand Management S.r.l. is responsible for the preparation of the report on operations of Soccer S.a.s. di Brand Management S.r.l. as of 30 June 2018, including their consistency with the financial statements and their compliance with the applicable laws and regulations.

We have performed the procedures required under audit standard (SA Italia) n. 720B in order to express an opinion on the consistency of the report on operations, with the financial statements of Soccer S.a.s. di Brand Management S.r.l. as of 30 June 2018 and on their compliance with the applicable laws and regulations, and in order to assess whether they contain material misstatements, if any.

In our opinion the report on operations mentioned above is consistent with the financial statements of Soccer S.a.s. di Brand Management S.r.l. as of 30 June 2018 and is prepared in compliance with the laws and regulations.

With reference to the assessment pursuant to article 14, paragraph. 2, letter e), of Legislative Decree n. 39/10 based on our knowledge and understanding of the entity and its environment obtained through our audit, we have nothing to report.

Rome, October 24, 2018

BDO Italia S.p.A.

Signed by Alessandro Fabiano
Partner



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DI BRAND MANAGEMENT S.r.l.

FINANCIAL STATEMENTS

AS AT 30 JUNE 2018

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FINANCIAL STATEMENTS

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FINANCIAL STATEMENTS AS AT 30 JUNE 2018

BALANCE SHEET - ASSETS

	Notes	30/06/2018	30/06/2017
A) NON-CURRENT ASSETS			
Start-up and expansion costs		3,800	25,045
Other fixed assets		933,702	1,113,494
Assets in progress and advance payments		0	0
Intangible assets with finite useful life	**1**	**937,502**	**1,138,538**
Plant and Equipment		183,043	128,148
Industrial and commercial equipment		57,182	51,697
Other tangible assets		458,301	365,192
Assets in progress		9,600	5,000
Property, equipment, plant and machinery	**2**	**708,126**	**550,037**
Subsidiaries		127,296,719	127,296,719
Investments	**3**	**127,296,719**	**127,296,719**
Receivables for loans		181,504,953	172,285,436
Other receivables		1,636,257	2,330,557
Other non-current assets	**4**	**183,141,210**	**174,615,993**
Total non-current assets		**312,083,557**	**303,601,287**
B) CURRENT ASSETS			
Inventories	**5**	**1,129,512**	**1,047,601**
Trade receivables		14,232,242	13,122,773
Receivables from subsidiary undertakings		218,685	167,575
Receivables from holdings		221,123	221,123
Trade receivables	**6**	**14,672,050**	**13,511,471**
Other current assets	**7**	**27,756,765**	**17,177,157**
Deferred charges	**8**	**489,802**	**1,101,713**
Tax receivables	**9**	**1,465,835**	**765,835**
Cash at bank and in hand	**10**	**954,257**	**811,771**
Total current assets		**46,468,221**	**34,415,548**
TOTAL ASSETS		**358,551,778**	**338,016,835**

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FINANCIAL STATEMENTS AS AT 30 JUNE 2018

BALANCE SHEET - LIABILITIES

	Notes	30/06/2018	30/06/2017
A) CAPITAL AND RESERVES			
Share capital		123,432,270	123,432,270
Legal reserve		-	-
Discounting of rewards to employees' reserve		(248,850)	(210,068)
Carried-forward profit (loss)		(21,946,842)	(13,156,009)
Profit (loss) for the financial year		(6,966,495)	(8,790,833)
Total Capital and Reserves	**11**	**94,270,082**	**101,275,360**
B) NON-CURRENT LIABILITIES			
Long-term loans	**12**	217,625,120	201,436,506
Severance indemnity reserve	**13**	1,346,174	1,169,049
Deferred Income	**14**	9,090,015	9,178,192
Provisions for risks and charges	**15**	-	200,000
Total non-current liabilities		**228,061,309**	**211,983,747**
C) CURRENT LIABILITIES			
Payables to suppliers		31,510,261	19,082,602
Payables to subsidiaries		-	609,130
Trade payables	**16**	**31,510,261**	**19,691,732**
Short-term loans	**17**	17,907	220,329
Deferred income	**18**	3,052,102	3,640,376
Tax payables	**19**	238,518	189,467
Social security payables	**20**	445,502	362,806
Other liabilities	**21**	956,097	653,018
Total Current Liabilities		**36,220,387**	**24,757,728**
TOTAL LIABILITIES AND CAPITAL AND RESERVES		**358,551,778**	**338,016,835**

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FINANCIAL STATEMENTS AS AT 30 JUNE 2018

OVERALL PROFIT AND LOSS ACCOUNT	Notes	30/06/2018	30/06/2017
Proceeds from sales		7,774,457	8,243,497
Sponsorships		5,841,778	5,397,109
Audio-visual rights		7,967,021	8,046,269
Advertising		19,287,134	15,311,036
Other different proceeds		431,905	333,731
Total operating revenues	**22**	**41,302,294**	**37,331,642**
Purchases of raw materials and consumables	**23**	**(3,669,394)**	**(4,053,230)**
Change in stocks	**23**	**81,911**	**335,784**
Insurance expenses		(60,662)	(113,802)
Administrative and general expenses		(8,722,401)	(8,056,006)
Advertising and promotion expenses		(7,972,843)	(7,091,888)
Services	**24**	**(16,755,907)**	**(15,261,697)**
Hire and leases	**25**	**(27,773,917)**	**(27,556,002)**
Wages and salaries		(4,687,118)	(4,610,410)
Social security costs		(1,385,892)	(1,203,403)
Severance indemnity reserve		(283,565)	(385,336)
Staff costs	**26**	**(6,356,576)**	**(6,199,149)**
Indirect taxation for the period		(146,309)	(82,894)
Extraordinary costs		(25,873)	(3,387)
Other costs		(1,008,303)	(997,896)
Other management charges	**27**	**(1,180,484)**	**(1,084,176)**
Total operating costs before depreciation, amortization and other write-downs		**(55,654,366)**	**(53,818,469)**
Earnings before interest, taxes, depreciation and amortization (EBITDA)		**(14,352,071)**	**(16,486,827)**
Amortization of intangible fixed assets		(431,393)	(472,705)
Depreciation of tangible fixed assets		(125,093)	(120,522)
Current receivables write-downs		(1,009,555)	(1,212,970)
Depreciation, amortization and other write-downs	**28**	**(1,566,041)**	**(1,806,198)**
Provisions for risks	**29**	**-**	**(200,000)**
Earnings before interest and taxes (EBIT)		**(15,918,112)**	**(18,493,024)**
from third parties		21,810,777	21,777,762
Financial and similar proceeds	**30**	**21,810,777**	**21,777,762**
from subsidiaries		(12,761,055)	(11,978,324)
from third parties		(100,518)	(96,112)
Financial and similar charges	**31**	**(12,861,573)**	**(12,074,436)**
Exchange profit/loss	**32**	2,413	(1,135)
Net financial items		**8,951,617**	**9,702,191**
Profit/Loss before taxes		**(6,966,495)**	**(8,790,833)**
Taxes for the period	**33**	**-**	**-**
Profit (loss) of the year		**(6,966,495)**	**(8,790,833)**
Other items of the overall profit/losses	**34**	**(38,783)**	**122,682**
Total overall operating profit/losses		**(7,005,278)**	**(8,668,151)**

(Amounts in thousands of EUR)	SHARE CAPITAL	DISCOUNTING OF REWARDS TO EMPLOYEES RESERVE	CARRIED-FORWARD PROFIT (LOSS)	OPERATING PROFIT (LOSS)	CAPITAL AND RESERVES
Balance as at 30 June 2016	**123,432**	**(332)**		(13,156)	**109,944**
Profit of the year distribution	-	-	(13,156)	13,156	-
Provision for actuarial gains (losses) adjustment (IAS 19)	-	122		-	122
Profit (losses) as at 30 June 2017	-	-		(8,791)	(8,791)
Balance as at 30 June 2017	**123,432**	**(210)**	**(13,156)**	**(8,791)**	**101,275**

(Amounts in thousands of EUR)	SHARE CAPITAL	DISCOUNTING OF REWARDS TO EMPLOYEES RESERVE	CARRIED-FORWARD PROFIT (LOSS)	OPERATING PROFIT (LOSS)	CAPITAL AND RESERVES
Balance as at 30 June 2017	**123,432**	**(210)**	**(13,156)**	**(8,791)**	**101,275**
Profit (losses) of the year allocation			(8,791)	8,791	-
Provision for actuarial gains (losses) adjustment (IAS 19)		**(39)**			**(39)**
Profit (losses) as at 30 June 2018				(6,966)	(6,966)
Balance as at 30 June 2018	**123,432**	**(249)**	**(21,947)**	**(6,966)**	**94,270**

CASHFLOW STATEMENT (EUR/000)	Notes	30.06.2018	30.06.2017
A) Profit/Loss before taxes		**(6,966)**	**(8,791)**
+ Depreciation, amortization and other write-downs of fixed assets		556	593
+ Provisions and other write-downs		1,010	1,213
Change in final stocks		(82)	(336)
Financial management		(8,952)	(9,702)
Change in current receivables		(12,138)	(12,815)
Change in current payables		11,818	949
Change in provisions for risks		(200)	200
Change in tax receivables		(700)	2,521
Change in tax payables and tax provisions		(39)	(53)
Change in other current liabilities		(202)	908
Change in other non-current assets		695	(1,973)
Change in non-current liabilities		177	30
+/-Tax management		0	0
B) Cash Flow from Operations		**(8,057)**	**(18,465)**
Change to investments in tangible and intangible assets		(513)	(1,046)
C. Cash flow from investments		**(513)**	**(1,046)**
Financial proceeds (charges)		8,952	9,702
Increases (decreases) in reserves		(39)	123
D. Cash flow from financial assets		**8,913**	**9,825**
TOTAL CASH FLOW		**(6,624)**	**(18,476)**
Determined by:			
Initial net financial position		(28,560)	(10,084)
Final net financial position		**(35,184)**	**(28,560)**
Change in net financial position		**(6,624)**	**(18,476)**
Reconciliation with the Balance Sheet:			
Financial assets		182,459	173,097
Financial liabilities		(217,643)	(201,657)
Final net financial position		**(35,184)**	**(28,560)**



SOCCER S.A.S.

DI BRAND MANAGEMENT S.R.L.

EXPLANATORY NOTES

TO THE FINANCIAL STATEMENTS

AS AT 30 JUNE 2018

GENERAL INFORMATION

Soccer S.A.S., di Brand Management S.r.l. (hereinafter also the "Company" or "Soccer") is a limited partnership (*Società in Accomandita Semplice*), incorporated and domiciled in Italy, with registered office at Via Emilia No. 47 in Rome. The Company is active in the areas of merchandising, editorial, marketing, sport sponsorships and Media (Radio and TV).

To better understand the analysis of the Company's economic and financial performance, it should be noted that the activities developed experience the consequences of the seasonal nature of the sport activity of A.S. Roma, and the performance of the competitions in which the first team participates. Therefore, the analysis of the economic and financial data shown below, must be carried out taking into account that the sport season coincides by now with the financial year.

APPROVAL OF THE SEPARATE FINANCIAL STATEMENTS

The Separate Financial Statements as at 30 June 2018, approved by the Board of Directors at the meeting held on 4 October 2018, is audited by the company BDO Italia S.p.A. whose report is annexed to these Explanatory Notes.

VALUATION CRITERIA AND ACCOUNTING STANDARDS

Soccer has adopted the IAS/IFRS International Accounting Standards (hereinafter, "IAS/IFRS Standards") for drawing up its financial statements and interim financial statements. Consequently, these Financial Statements are drawn up by applying these Standards, approved by the European Commission and supplemented by relevant interpretations issued by the International Accounting Standards Board (IASB), on the approval date of these Financial Statements by the Board of Directors of the general partner.

The Financial Statements is composed of the compulsory Accounts (Overall Profit and Loss Account, Balance Sheet, Statement of changes in Capital and Reserves and Cashflow Statement), accompanied by the Explanatory Notes. With reference to the schedules of the accounts, the distinction between "current/non-current assets" was adopted for the Balance Sheet, as a means of representing the assets and liabilities, while revenues and costs for the Profit and Loss Account are classified inherently. The Cashflow Statement is drawn up using the indirect method, by adjusting the profit of the year from other items of a non-cash nature.

The application of the IAS/IFRS Standards for drawing up of the Financial Statements involves, for Company management, forecasting accounting estimates based on aggregate and/or subjective judgments, on past experiences and on cases considered reasonable and realistic, on the basis of the information known when making the estimate. These estimates may affect the book value of the assets and liabilities, including potential. If in the future such estimates and assumptions, based on the Directors' best evaluation, should differ from the actual circumstances, they will be amended accordingly. All evaluations are carried out in the going concern perspective and by complying with the accrual accounting standard for the financial period.

The following Standards were complied with when drawing up these Financial Statements:

- entries were evaluated in the going concern perspective;
- entries were recorded according to accrual basis accounting;
- entries were presented and classified according to the Standard of consistency between financial years;
- each relevant class of similar line entries are shown separately in the Financial Statements; different entries or entries for other purposes are shown separately, unless these are irrelevant;
- assets and liabilities, proceeds and costs are not offset if not required or permitted by a Standard or an Interpretation.

Note that "Other Comprehensive Income" was not included in the statement of the Overall Profit and Loss Account considering that there was none (equal to zero) in this financial year nor in the previous.

For the most significant entries, the evaluation criteria and accounting standards adopted are reported below, taking into account that, during the period, no circumstances occurred that made it necessary to disregard the provisions contained in an IAS/IFRS Standard, or in an interpretation thereof.

ADOPTION OF NEW ACCOUNTING STANDARDS, AMENDMENTS AND INTERPRETATIONS ISSUED BY THE IASB

ACCOUNTING STANDARDS, AMENDMENTS AND RECENT INTERPRETATIONS ISSUED BY THE IASB

ACCOUNTING STANDARDS, AMENDMENTS AND INTERPRETATIONS APPLICABLE FROM 1 JULY 2017

- Commission Regulation (EU) No. 2017/1989 of 6 November 2017, published in the Official Journal L 291 of 9 November 2017, adopted Amendments to IAS 12 Income Taxes – Recognition of Deferred Tax Assets for Unrealized Losses. The amendments are intended to clarify how deferred tax assets relating to debt instruments assessed at fair value are accounted for. Each company shall apply the amendments, at the latest, as from the commencement date of its first financial year starting on or after 1 January 2017. These amendments did not affect the assessment of the relevant items and the information provided in this Report.

- Commission Regulation (EU) No. 2017/1990 of 6 November 2017, published in the Official Journal L 291 of 9 November 2017, adopted Amendments to IAS 7 Statement of Cash Flows - an initiative intended to clarify IAS 7 to improve information provided to users of financial statements about an entity's financing activities. Each company shall apply the amendments, at the latest, as from the commencement date of its first financial year starting on or after 1 January 2017. The Cashflow Statement was adjusted as requested and the reconciliation between the opening and closing balances in for liabilities arising from financing activities was provided.

Accounting Standards, amendments and interpretations not yet applicable and not adopted in advance

- Commission Regulation (EU) No. 2018/519 of 28 March 2018, published in the Official Journal L 87 of 3 April 2018, adopted Interpretation IFRIC 22 *Foreign Currency Transactions and Advance Considerations*. The Interpretation clarifies the accounting for transactions that include the receipt or payment of advance consideration in a foreign currency. Each company shall apply the amendments, at the latest, as from the commencement date of its first financial year starting on or after 1 January 2018.

- Commission Regulation (EU) No. 2018/498 of 22 March 2018, published in the Official Journal L 82 of 26 March 2018, adopted amendments to IFRS 9 *Financial Instruments Prepayment features with Negative Compensation*. The amendments are intended to clarify the classification of particular prepayable financial assets when applying IFRS 9. Each company shall apply the amendments, at the latest, as from the commencement date of its first financial year starting on or after 1 January 2019.

- Commission Regulation (EU) No. 2018/400 of 14 March 2018, published in the Official Journal L 72 of 15 March 2018, adopted Amendments to IAS 40 Investment Property - *Transfers of Investment Property*. The amendments clarify when a company is allowed to reclassify a property to (or from) the "investment property" category. Each company shall apply the amendments, at the latest, as from the commencement date of its first financial year starting on or after 1 January 2018.

- Commission Regulation (EU) No. 2018/289 of 26 February 2018, published in the Official L 55 of 27 February 2018, adopted Amendments to IFRS 2 Share-based Payment, aimed at clarifying how companies should apply the standard in some specific instances. Each company shall apply the amendments, at the latest, as from the commencement date of its first financial year starting on or after 1 January 2018.

- Commission Regulation (EU) No. 2018/182 of 7 February 2018, published in the Official Journal L 34 of 8 February 2018, adopted Annual Improvements to IFRS 2014-2016 Cycle, Involving Amendments to IAS 28 *Investments in Associates and Joint Ventures,* IFRS 1 First-time Adoption of International Financial Reporting Standards and to IFRS 12 Disclosure of Interests in Other Entities. The objective of the annual improvements is to address non-urgent, but necessary, issues discussed by the IASB during the project cycle on areas of inconsistency in IFRS or where clarification of wording is required. Each company shall apply the amendments to IAS 28 and IFRS 1, at the latest, as from the commencement date of its first financial year starting on or after 1 January 2018. Each company shall apply the amendments to IFRS 12,

at the latest, from the date of commencement of their first financial year starting on or after 1 January 2017. As on 30 June 2018, the Company does not hold investments available for sale and therefore these amendments have had no effect on the information provided in this Report.

- Commission Regulation (EU) No. 2016/1905 of 22 September 2016, published in the Official Journal L 295 of 29 October 2016, adopted IFRS 15 *Revenue from Contracts with Customers*, aimed at improving the financial reporting of revenue and to improve comparability of the top line in financial statements. Each company shall apply the standard, at the latest, as from the commencement date of its first financial year starting on or after 1 January 2018. The Company does not foresee significant impacts on its own financial statements resulting from the application of the new standard.

- Commission Regulation (EU) No. 2017/1987 of 31 October 2017, published in the Official Journal L 291 of 9 November 2017, adopted Clarifications to IFRS 15 "*Revenue from Contracts with Customers*". The amendments aim to clarify some requirements and provide additional transitional relief for companies that are implementing the Standard. Each company shall apply the amendments, at the latest, as from the commencement date of its first financial year starting on or after 1 January 2018.

- Commission Regulation (EU) No. 2016//2067 of 22 November 2016, published in the Official Journal L 323 of 29 November 2016, adopted IFRS 9 *Financial Instruments*, aimed at improving the financial reporting of financial instruments by addressing concerns that arose in this area during the financial crisis. In particular, IFRS 9 responds to the G20's call to move to a more forward-looking model for the recognition of expected losses on financial assets. Each company shall apply the standard, at the latest, as from the commencement date of its first financial year starting on or after 1 January 2018. Soccer S.a.s. has completed its analysis of the impacts arising from the adoption of the abovementioned Standard and has assessed an initial gross effect of approximately EUR 300 thousand.

- Commission Regulation (EU) No. 2017/1988 of 3 November 2017, published in the Official Journal L 291 of 9 November 2017, adopted Amendments to IFRS 4, applying IFRS 9 *Financial Instruments* with IFRS 4 *Insurance Contracts*. The amendments to IFRS 4 aim to address the temporary accounting consequences of the different effective dates of IFRS 9 and the new standard for insurance contracts replacing IFRS 4 (IFRS 17). Each company shall apply the amendments to IFRS 4 from the commencement date of its first financial year starting on or after 1 January 2018. However, without prejudice to the abovementioned conditions, a financial conglomerate may choose to apply the Amendments to IFRS 4 from the commencement date of its first financial year starting on or after 1 January 2018.

- Commission Regulation (EU) No. 2017/1986 of 31 October 2017, published in the Official Journal L 291 of 9 November 2017, adopted IFRS 16 *Leasing*. This standard aims to improve financial reporting on lease contracts. Each company shall apply the standard, at the latest, as from the commencement date of its first financial year starting on or after 1 January 2019. A more detailed analysis will be carried out in the future to determine the possible effects.

Accounting Standards, amendments and interpretations not yet applicable as they are not yet approved.

- IFRS 14 - Regulatory Deferral Accounts.
- IFRS 17 – Insurance Contracts
- IFRIC 23 – Uncertainty over Income Tax Treatments
- Amendments to IFRS 10 and IAS 28 - Sale or Contribution of Assets between an Investor and its Associate or Joint Venture.
- Amendments to IAS 7 – Disclosure initiative.

The abovementioned and further amendments to Accounting Standards and interpretations, which should be made applicable from the next financial year, are considered to have no significant effect on the Financial Statements.

Intangible assets

IAS 28 (Intangible assets) defines intangible assets as an identifiable non-monetary asset without physical substance. These assets are defined as resources and, therefore, can be recorded in the financial statements if, in addition to the requirement of identifiability, they are controlled by the Company as a result of past events, and are likely to generate future economic rewards for the same.

The requirement of identifiability is fulfilled if the intangible asset:

- can be separated, or is capable of being separated, detached, sold, transferred, licensed, leased or exchanged, either individually or jointly with the related contract, assets or liabilities;
- derives from a contractual right or other legal rights, irrespective of whether these rights are transferable by the Company or other rights and obligations.

The Company controls an asset if it has the ability to take advantage of its future economic rewards arising from the resource itself and may also restrict access to those rewards to third parties. This ability to control economic rewards usually derives from the existence of exclusive legal rights, even if, in fact, it is not limited to the existence of these, since it may be able to control its future economic rewards in some other manner.

A further condition is the ability of the asset to generate future economic rewards, be these revenues, reduction of costs or rewards arising from the direct use of the asset itself. Therefore, the asset is recorded where there is a likelihood of future economic rewards, assessed using reasonable and sustainable assumptions that represent Management's best estimate of the economic conditions that will exist in the course of the useful life of the asset itself. This assessment is performed on the purchase date of the asset.

Where payment of an intangible asset is deferred beyond normal payment terms, it shall be recorded in the financial statements on the basis of its current net value; the difference between this value and the total payment is accounted for as a financial charge during the useful life of the debt.

Assets with a finite useful life are systematically amortized from the moment the asset is available for use, and their recoverability is verified according to the criteria laid down in IAS 36.

Assets with an indefinite useful life are not subject to systematic amortization, but are subject to annual recoverability verification (impairment test) according to the criteria laid down in IAS 36.

Property, Plant and Equipment

For Accounting Standard IAS 16 (Property, Plant and Equipment), Property, Plant and Equipment are tangible items that used in the production or supply of goods and services, or for administrative purposes and, therefore, not held for the sale, nor for the purpose of real estate investment. That entry, therefore, includes:

- prepayments or deferrals, common to several financial years, the breakdown of which will contribute to forming the income and the consolidated statement of financial position for several consecutive financial years;
- tangible items and prepayments to suppliers to purchase the same, with long-term economic usefulness.

Property, Plant and Equipment are recognized as assets when:

- it is probable that the future economic benefits associated with the asset will flow to the entity,
- the cost of the asset can be measured reliably.

The certainty requirement that the future economic benefits associated with an asset will flow to the entity is usually linked to the transfer of all the risks and rewards related to it.

Property, Plant and Equipment are initially recorded at cost, which includes, other than the purchase or production cost, directly attributable costs or those necessary to bring the asset to working condition for its intended use.

After the initial recognition, the measurement can be carried out, according to the cost model, or that of the revaluation model, by applying the chosen standard to an entire class of Property, Plant and Equipment.

Under the cost model, an asset is carried at its cost less any accumulated depreciation and any accumulated impairment losses.

Under the revaluation model, however, an asset is carried at a revalued amount, being its fair value at the date of revaluation less subsequent depreciation and impairment, provided that fair value can be measured reliably.

The Company has adopted the cost model and, therefore, the value of an asset is posted at cost, is rectified by the systematic depreciation from the time the asset is available and ready for use, calculated in relation to the residual possibility of use of the same, namely on the basis of its useful life. The systematic nature of the depreciation is defined in the depreciation plan according to the following elements:

- depreciable amount;
- depreciation period;
- criteria for allocating the depreciable amount.

The estimated useful life for various classes of assets is represented by the following rates:

Furniture and furnishings	12%
Electronic machinery	20%
Cash registers	25%
Business equipment	15%
Store furnishings	15%
Shop furniture	17%
Telephone systems	20%
Air conditioning systems	15%

The residual value and the useful life of the tangible assets are revalued annually and updated, where necessary, at the end of each financial year.

The carrying amount of an asset is kept in the financial statements in so far as there is evidence that this value can be recovered by use. In determining the possibility of higher accounting values compared to the recoverable value, each significant element of the fixed asset is assessed separately, on the basis of its useful life; however, multiple items whose estimated useful life is similar can be grouped.

The costs inherent to the expansion, modernization or improvement of the structural elements are capitalized only within the limits in which they meet the requirements to be separately classified as assets or part of another asset.

The charges incurred for ordinary maintenance and repairs, or to maintain the efficiency of the fixed assets to guarantee the useful life and production capacity originally forecasted, represent the costs for the financial year in which they are incurred.

Investments in other companies

Investments are accounted for depending on whether they refer to:

- Subsidiaries, over which control is exercised, in accordance with IAS 27;
- Associated undertakings, identified in accordance with IAS 28, such as those over which a substantial influence is exerted (which is presumed when at least 20% of the votes may be exercised in the ordinary shareholders' meeting), and which are neither subsidiaries nor jointly-controlled investments;

- Parent companies;
- Other undertakings, which do not meet the requirements of subsidiaries, or undertakings under considerable influence, and are not intended for sale.

Investments in related companies are recorded using the equity method.

The other investments are valued at fair value or, where this cannot be measured reliably, at cost, potentially rectified to take account of reductions in value.

If, while drafting the Financial Statements, a loss in the value of the investment is established, its carrying amount is reduced to align it with its recoverable value, unless the loss has already been considered in the calculation of the purchase price.

Financial assets

Financial assets, measured between the current and non-current assets, on the basis of their maturity and the forecasts of the time in which they will be converted into monetary assets, may refer to loans, receivables, securities (held with the intent to keep them in portfolio until maturity), and all financial assets for which no quotations are available in an active market and whose fair value cannot be reliably determined.

For the purposes of evaluation, financial assets are divided into the following classes:

- financial assets valued at fair value recorded in the Profit and Loss Account;
- receivables and financing;
- financial assets to be held up to maturity;
- financial assets available for sale.

Individual financial assets are classified in one of the above classes at the time of their initial recording. The directors then check the validity of the initial allocation at each Financial Statements' date.

Financial assets valued at fair value recorded in the Profit and Loss Account include assets held for trading, and financial assets designated by management to be valued at fair value recorded in the Profit and Loss Account since their purchase.

Receivables and loans consist of non-derivative financial assets, with fixed or determinable maturities, which are not traded in active markets, and included among the current assets, with the exception of those maturing twelve months after closing the Financial Statements, which are classified under non-current assets.

Financial assets to be kept up to maturity consist of non-derivative financial investments, which the Company intends to and has the ability to maintain up to maturity. Their classification under current or non-current assets depends on the capitalization forecasts within or beyond the twelve months after the closing date of the Financial Statements.

Financial assets available for sale are a residual category, consisting of non-derivative financial instruments designated in this entry by directors, or which are not attributable to any of the other classes of financial investments. These assets are included under non-current assets, unless they are intended for sale in the following twelve months.

Financial assets, irrespective of the classification compartment, are valued at fair value at the time they are initially recorded. After their initial recording:

- Financial assets valued at fair value entered in the Profit and Loss Account and financial assets available for sale, are recorded at fair value. In the first case, changes in fair value are recorded in the Profit and Loss Account during the period in which they occur, while in the second, in Capital and Reserves' special reserve, which will be transferred into the Profit and Loss Account when the financial asset is actually transferred or, in the case of negative changes, when it is clear that the reduction of value excluded from the Capital and Reserves cannot be recovered;

- Receivables and loans and financial assets to be maintained up to maturity are recorded using the amortized cost criterion, according to the actual rate of return method. Any losses in value are recorded in the Profit and Loss Account. The value of previously reduced assets due to impairment losses is recovered where the underlying causes of devaluation cease.

Non-current assets held for sale, directly related liabilities and discontinued operations

Separate proof of "assets held for sale" and relevant liabilities, relates to the need for more transparent budgetary information.

The 3 case studies of assets identified by IFRS 5, requiring different accounting and classification treatments compared to other assets, are:

- non-current assets (or group of assets) held for sale;
- assets for disposal;
- discontinued operations.

Assets held for Sale

For the purposes of identifying the assets (or "groups of assets") held for sale, it is necessary that, at the Financial Statements' closing date, they are immediately available for sale, in the conditions in which they are found at the time of classification, and that the sale is highly probable. Therefore:

- management must be committed to a plan to sell;
- a sales plan must be formalized;
- the asset must be sold at a value that is reasonably consistent with its fair value on the transaction date;
- the provision of the time limit for sale must not exceed twelve months from when the asset was classified as an "asset held for sale". However, where the shift in the time limit for sale of more than twelve months is caused by circumstances outside the Company, the classification may be maintained provided that the other identifying conditions of a commitment by the undertaking are met;
- the actions to be taken to execute the sales plan must indicate that there are no significant changes in the plan, nor withdrawal of the same.

Assets for disposal

Assets for disposal are identified as assets whose carrying amount will be recovered by their continuous use by the Company, rather than by a sale. These assets, therefore, are neither assessed nor classified as non-current assets held for sale, but classified in the individual items in the Balance Sheet. Where these are represented by depreciable assets, the depreciation process is not interrupted.

Discontinued operations

In order for an asset sold or classified as an asset held for sale to be classified as a "discontinued operation", it must meet the following requirements:

- represent a separate business line from the rest of the business, or a geographic area of operations;
- be part of a coordinated plan to sell a business line, or geographic area of operations;
- be a subsidiary acquired with the sole intent of a subsequent sale.

Trade receivables and other receivables

Trade receivables and other receivables included in the current or non-current assets are initially recorded at fair value and subsequently assessed at fair value, or at the amortized cost on the basis of the effective interest rate. Where there is objective evidence of indicators of value reduction, the asset is reduced so that it is equal to the actual value of the expected cash flows.

Specifically, provisions for loss of value of trade receivables or other receivables are made when there is objective evidence that the Company will not be able to cash the full amount of the receivable claimed. The

amount of the provision is equal to the difference between the receivable's book value and the current value of future cash flows, calculated using the effective interest rate.

Inventories

Inventories included in Current assets are measured at the lower of cost and net realizable value based on the IAS 2 Accounting Standard, to detect any loss in value caused by damage, deterioration, obsolescence, as negative income items in the period in which the same are foreseeable, and not in the one in which they are capitalized as a result of their sale.

The cost of inventories, calculated by the Weighted Average Cost method, includes all purchase and processing costs and other costs incurred to bring the inventories to the current place and conditions.

Cash at bank and in hand

The cash at bank and in hand, recorded among the current assets of the Balance Sheet, consisting of actually existing funds, are represented by:

- cash;
- securities and the like;
- bank cheques and bank drafts drawn on the main fund and the decentralized funds;
- deposits with banks and credit institutions in general, available for current operations;
- post office accounts;

Provisions for risks and charges

Provisions for risks and charges are recorded in connection with specific losses and charges, established as existing or likely to exist, of which, however, on the financial year's closing, the amount and/or the date of occurrence cannot be determined.

Provisions are recorded in accordance with the Accounting Standard IAS 37, when:

- the Company is subject to a current (legal or implied) obligation as a result of a past event;
- it is likely that the use of economic resources will be necessary to meet this obligation;
- it is possible to reliably estimate the amount required to meet the obligation.

Provisions are determined on the basis of the directors' best estimates regarding the sums necessary to meet the obligations existing on the relevant date.

Severance indemnity reserve

Soccer only uses pension schemes that fall within the category of "defined benefit (or contribution) plans". Specifically, the only form of benefit upon termination of employment distributed by the Company to its employees is the Severance Indemnity (TFR), payable on the basis of Article 2120 of the Italian Civil Code.

This benefit, in compliance with the IAS 19 Accounting Standard, is part of a defined contribution plan, in which the Company undertakes to grant agreed benefits to employees in service and to former employees by accepting the actuarial risks (that benefits are lower than expected), and of investments (that the assets invested are insufficient to meet the expected contributions) related to the plan. The cost of this plan, therefore, is not defined according to the contributions payable for the financial year, but determined on the basis of demographic assumptions, statistics and on the wage dynamics forecast.

In accordance with IAS 19 forecasts, the Balance Sheet records the amount of the liability relating to future benefits, equal to the current value of the obligation at the closing date of the Financial Statements, increased by any net actuarial gains, and deducting (i) any social security costs related to past work services not yet recorded; (ii) the fair value on the relevant date of the Financial Statements of the assets at the service of the plan (if any) that will serve to directly discharge the obligations.

For the accounting entries in the Profit and Loss Account of the cost items related to these plans, the Projected Unit Credit Method is used, which allows for diluting, over several financial periods, the effect deriving from the modification of some evaluative parameters. Consequently, actuarial gains and losses are recorded as income or costs for the period.

The modifications made to the Severance Indemnity (TFR) by Law No. 296 of 26 December 2006 and subsequent decrees and regulations, issued in 2007, did not concern Soccer. Therefore, no changes have been made to the valuation criteria and Accounting Standards compared to prior financial years.

Financial liabilities

Financial liabilities are initially recorded at fair value, net of all transaction costs, and subsequently valued at amortized cost, using the effective interest rate criterion.

These liabilities are classified as current liabilities, unless the Company is entitled to make its repayment over the following twelve months. In this case, only the portion of the liability expiring in twelve months is classified as the current liability, while the remaining part will consist of non-current liabilities.

A financial liability, or part thereof, is eliminated from the Balance Sheet when, and only when, it has been extinguished, that is, when the obligation has been fulfilled, or has been cancelled, or is time-barred. An exchange between the debtor and creditor of debt instruments with substantially different conditions will be recorded as an extinction of the original financial liability and by recording a new financial liability. Similarly, a substantial change to the conditions of an existing financial liability, or part thereof, will be recorded as the extinction of the original liability and recording a new financial liability. The difference between the carrying amount of a financial liability, or part thereof, which is extinguished or transferred to a third party, and the fee paid, including any non-monetary assets transferred or liabilities accepted, will be recorded in the Profit and Loss Account.

Current and deferred taxes

Current taxes are calculated on the basis of the estimate of the taxable income for the financial year. It should be noted that on 2 March 2009 the Company, as the conditions were met, exercised the option to establish the net production value under Article 5-bis, paragraph 2, of Legislative Decree No. 446/1997. The abovementioned option, irrevocably valid for the 2009-2011 three-year period, was automatically renewed for the 2012-2014 and 2015-2017 three-year periods and, additionally, in the following 2018-2020 three-year period and allows for calculating the IRAP (Italian Regional Tax on Productive Activities) tax base according to the modalities imposed by the reformulated Article 5 of the abovementioned decree for IRES (Italian Tax on Corporate Income) taxpayers.

Deferred taxes are calculated on all possible temporary differences existing between the fiscal value of assets and liabilities and the relative carrying amount, using the rates that are reasonably expected to be in force when the deferred tax assets are capitalized, or the deferred tax liabilities are paid. Specifically, deferred tax assets are recorded insofar as the existence of sufficient future taxable incomes are considered likely to compensate for the temporary differences when they are cancelled.

Revenues and Costs

Revenues (recorded net of any returns, discounts, rebates and premiums), and Operating Costs, are recorded in the Profit and Loss Account according to the accrual basis principle and, under the IAS 18 Accounting Standard, when it is likely that the economic benefits arising from operations will flow to the Company and their amount can be reliably assessed.

Interest receivable and payable

Receivable and payable interest is recorded in the Profit and Loss Account for all instruments based on the amortized cost, according to the effective interest rate method.

Financial charges directly attributable to the acquisition, construction or production of goods that justify their capitalization (i.e. goods requiring a significant period of time to be ready for use or for sale) are capitalized as part of the cost of the asset itself.

Interest also includes the net balance, positive or negative, of the differentials and margins relating to any existing financial derivative hedging contracts.

Functional and reporting currency

The Euro is the functional and reporting currency of the Company. The data displayed in the accounting statements are presented in Euro units, while those displayed in the illustrative notes are Amounts in thousands of EURo.

Foreign currency transactions and balances

Foreign currency transactions are converted at the exchange rate in force on the transaction date. Profits and losses on exchange rates arising from the settlement of such transactions and from the conversion to the end-of-period exchange rates of monetary assets and liabilities in foreign currencies are recorded in the Profit and Loss Account.

Consolidated Financial Statements of the Group

The Company controls ASR Media and Sponsorship S.r.l., under Article 2359 of the Italian Civil Code, and by virtue of this control, it is required to draw up the Consolidated Financial Statements under IFRS 10 Accounting Standard. However, the Company, in accordance with paragraph 4 of IFRS 10 Accounting Standard, opted for the exemption considering that the parent company A.S. Roma S.p.A. (hereinafter, also "**AS Roma**"), a joint stock company (*Società per azioni*), incorporated and domiciled in Italy, with registered office at Piazzale Dino Viola No. 1 in Rome, whose shares are listed on the standard regulatory market segment - Class 1, organized and managed by Borsa Italiana S.p.A., has drawn up the Consolidated Financial Statements, inclusive of the same A.S. Roma S.p.A. and its subsidiaries: Soccer S.a.s. di Brand Management S.r.l. (hereinafter, "**Company**" or "**Soccer Sas**"); ASR Media and Sponsorship S.r.l. (hereinafter, "**ASR Media**" or "**MediaCo**") and, from the financial year under review, Roma Studio S.r.l. (hereinafter, "**Roma Studio**"), in compliance with International Financial Reporting Standards. These Consolidated Financial Statements are available on the website www.asroma.it.

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ANALYSIS OF BALANCE SHEET ITEMS

ASSETS

A) NON-CURRENT ASSETS

1 – Intangible assets with finite useful life

Amounting to EUR 937 thousand (EUR 1,138 thousand on 30 June 2017), decreased by EUR 201 thousand in the financial year as a result of net investments, for EUR 230 thousand, and depreciation, for EUR 431 thousand. They are substantially related to managerial and administrative software and to the capitalization of costs related to the completion of the website, to the work carried out to make operational or improve the functionality of the points of sale at Piazza Colonna and Roma Est. The entry for the assets under consideration also includes the investments made to build the point of sale at Via del Corso (henceforth, "Downtown"). During the financial year, investments amounting to EUR 230 thousand refer to the modernization and renovation of the Store at Piazza Colonna.
The movements are shown below:

(Amounts in thousands of EUR)	Balance as at 30.06.17			Historical Cost		Depreciation provisions		Balance as at 30.06.18		
Description	Historical Cost	Depreciation Provisions	Financial statements value	Incr.	Decr.	Depreciation	Uses	Historical Cost	Depreciation Provisions	Financial statements value
Licensing Software	150	(125)	25	-	-	**(21)**	-	150	(146)	4
Improvements third-party assets	1,712	(599)	1,113	230	-	(410)	-	1,942	(1,009)	933
Totals	**1,862**	**(724)**	**1,138**	**230**	**0**	**(431)**	**-**	**2,092**	**(1,155)**	**937**

2 – Property, equipment, plants and machinery

Amounting to EUR 708 thousand (EUR 550 thousand on 30 June 2017), increased by EUR 158 thousand mainly as a result of the purchase of new equipment and furnishings used in the stores at Via del Corso and Piazza Colonna, they consist of the following fixed assets, the movements of which are shown below:

(Amounts in thousands of EUR)	Balance as at 30.06.17			Historical Cost			Depreciation funds			Balance as at 30.06.18		
Description	Historical Cost	Depreciation Provisions	Financial statements value	Incr.	Reclassified	Decr.	Depreciation	Reclassified	Uses	Historical Cost	Depreciation Provisions	Financial statements value
Plants and machinery	210	(82)	128	100	-	-	(45)	-	-	310	(127)	183
Industrial and commercial equipment	327	(275)	52	16	-	-	(11)	-	-	343	(286)	57
Other assets	1,116	(751)	365	162	-	-	(69)	-	-	1,278	(820)	458
Tangible assets in progress	5	-	5	5						10	-	10
Totals	1,658	(1,108)	550	283	-	-	(125)	-	-	1,941	(1,233)	708

Plants and machinery

Amounting to EUR 183 thousand (EUR 128 thousand on 30 June 2017), net of the corresponding accumulated depreciation, they refer to specific plants, surveillance, cooling, air conditioning and telephone systems. They were increased by EUR 100 thousand due to the acquisition of new plants related to the restyling of the Store at Piazza Colonna, and decreased by EUR 45 thousand due to depreciations for the financial year.

Industrial and commercial equipment

Amounting to EUR 57 thousand (EUR 52 thousand on 30 June 2017), net of the corresponding accumulated depreciation, they refer mainly to commercial equipment located in the points of sale. The increase concerns the acquisition of equipment for the Colonna Store.

Other assets

Amounting to EUR 458 thousand (EUR 365 thousand on 30 June 2017), net of the corresponding accumulated depreciation, they mainly refer to the furniture and furnishings at the point of sale at Via del Corso, as well as electronic office machines and cash registers located in the *AS Roma Store* points of sale. As for the previous entry, the increase is due to the new furniture purchased to restyle the store at Piazza Colonna.

Tangible assets in progress

Amounting to an overall EUR 10 thousand (EUR 5 thousand on 30 June 2017), they refer to the building work still to be completed in the points of sale at Via del Corso.

3 – Investments in other companies

The account balance, amounting to EUR 127,297 thousand (EUR 127,297 thousand on 30 June 2017), did not change from the previous year and is related to the investment in the subsidiary **ASR Media and Sponsorship S.r.l.** (hereinafter, "**MediaCo**"), incorporated on 2 December 2014 together with the A.S. Roma S.p.A., by means of a business unit contribution that included the trademarks, marketing, licensing and sponsorship activities.

The stake, amounting to a par value of EUR 177,320, equal to 88.66% of the share capital, was recorded at an initial value of EUR 126,072 thousand, equal to the estimate of the carrying amount of the contributed Business Unit that resulted from the qualified external expert's specific report. Subsequently, on 11 February 2015, on the basis of contractual agreements, the effective value of the contribution was recalculated,

resulting in the adjustment to the initial estimated value for EUR 1,225 thousand and a corresponding increase in the value of the stake, currently recorded at EUR 127,297 thousand.

An impairment test was carried out on the value of the Investment in ASR Media and Sponsorship S.r.l., also with the support of a report on the estimate of the recoverable value prepared by an independent expert. Since the recoverable value was higher than the carrying amount, no write-downs were made in the financial year under consideration.

The estimate of the recoverable value was based on the actualization of the expected income flows, which reliably approximate the financial flows. The estimate of expected flows took into account the forecast of the profit/losses for the current season and a full operation projection based on an average of recent historical profit/losses and the profit/losses for the current season, rectified where necessary to ensure that it maintained the current income capacity of the subsidiary. The WACC actualization rate takes into account current capital market conditions, the specific risk of the business and the financial structure of AS Roma on the estimate's relevant date. The WACC amounted to 6.9%. A sensitivity analysis was conducted on the basis of which a 10% negative variance of WACC and standard revenues would not result in value reductions.

A summary of the most significant accounting data of the subsidiary is shown in the table below.

SUMMARY OF THE ESSENTIAL DATA OF THE CONTROLLED COMPANIES

Values in EUR/000	% of Investment	Share Capital	Capital and Reserves	Value of Production	Net profit (Loss)	Other non-current assets and Fixed assets	Total Assets	Total Liabilities
ASR Media and Sponsorship S.r.l. (1)	88.66	200	133,074	22,707	10,686	373,787	411,309	278,235

(1) = Data from the financial statements as at 30 June 2018 - last approved financial statements

4 - Other non-current assets

Other non-current assets amount overall to EUR 183,141 thousand (EUR 174,616 thousand on 30 June 2017), increased by EUR 8,525 thousand in the financial year, are composed, respectively, of:

- EUR 181,505 thousand (EUR 172,285 thousand on 30 June 2017), for the loan disbursed in February 2015 to A.S. Roma S.p.A., in the context of the overall financing operation of the AS Roma Group, as described in the Management Report, to which reference is made. The loan, with an initial maturity in February 2021, extended in the preceding financial year to June 2023, recorded a net increase of EUR 9,220 thousand in the financial year and consists of: EUR 150,334 thousand (EUR 150,334 thousand on 30 June 2017) from the share capital and, EUR 31,171 thousand (EUR 21,951 thousand on 30 June 2017), of interest payable accrued on 30 June 2018;

- EUR 310 thousand (EUR 305 thousand on 30 June 2017), for security deposits paid in relation to the leases of the commercial establishments at Via Appia, Piazza Colonna, Roma EST and Via del Corso (Downtown), increased by EUR 5 thousand in the financial year;

- EUR 1,326 thousand, from the residual VAT credit (EUR 2,026 thousand on 30 June 2017) accrued for EUR 2,726 in 2016 and payable after the following financial year, by virtue of the restrictions imposed by the current tax law, amounting to EUR 700 thousand per calendar year. The decrease is due to crediting the VAT credit in the corresponding item of the current assets, to the extent of EUR 700 thousand in the financial years ended on 30 June 2017 and on 30 June 2018. Lastly, please note that, from January 2017, the Company participated in the procedure to settle the VAT of the Group carried out by the parent company NEEP Roma Holding S.p.A.

B) CURRENT ASSETS

Amounting to EUR 46,468 thousand (EUR 34,416 thousand on 30 June 2017), they increased by EUR 12,052 thousand in the financial year as a result of the dynamics of the following entries:

5 - Inventories

Amounting to EUR 1,130 thousand (EUR 1,048 thousand on 30 June 2017), they increased by EUR 82 thousand in the financial year as a result of the trade policies adopted. They refer to the inventories of AS Roma branded products intended for marketing, in the context of merchandising activities. For the purposes of their evaluation, the Weighted Average Cost Criterion was applied, taking into account the lower value between the latter and that of the presumed realized value, as inferred from the market trend.

6 – Trade receivables

Amounting to EUR 14,672 thousand (EUR 13,511 thousand on 30 June 2017), they increased by EUR 1,161 thousand in the financial year and consist of the following receivables:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Receivables from parent companies	221	221	-
Receivables from subsidiaries	219	168	51
Receivables from other associates	75	1,484	(1,409)
Other trade receivables	14,157	11,638	2,519
Total	**14,672**	**13,511**	**1,161**

Receivables from parent companies, amounting to EUR 221 thousand and unchanged in the financial year, are from ASR SPV LLC and related to charging back the costs incurred, in preparation for the planning and construction of the new stadium.

Receivables from subsidiaries, amounting to EUR 219 thousand (EUR 168 thousand on 30 June 2017), were claimed from ASR Media and Sponsorship, as a result of proceeds for commercial arrangements channeled through MediaCo, to guarantee the performances undertaken in the abovementioned financing transaction. Specifically: EUR 83 thousand (EUR 16 thousand on 30 June 2017), related to Soccer proceeds received by MediaCo for services rendered in the hospitality area of the Olympic Stadium included in the sponsorship contracts, not covered by the contributed business unit, and EUR 136 thousand (EUR 152 thousand on 30 June 2017) for Soccer proceeds received by MediaCo for activities related to the contributed business unit.

Receivables from other associates amounting to EUR 75 thousand on 30 June 2018 (EUR 1,484 thousand on 30 June 2017) are from A.S. Roma, for invoices to be issued at the end of the financial year. The decrease of EUR 1,409 thousand is due to proceeds recorded in the financial year.

Other trade receivables, amounting to EUR 14,157 thousand (EUR 11,638 thousand on 30 June 2017), net of the bad debt provision for EUR 3,772 thousand (EUR 3,846 thousand on 30 June 2017), increased by EUR 2,519 thousand in the financial year. The balance includes outstanding receivables for invoices to be issued for EUR 2,310 thousand (EUR 2,836 thousand on 30 June 2017) at the end of the financial year.

The change in the balance, amounting to EUR 2,519 thousand, is essentially due to the greater impact of receivables for sponsorships. Specifically, at the end of the year, the amount of EUR 6,000 thousand was invoiced after entering into the long-term partnership agreement in April with Qatar Airways, which became the "Main Global Partner" and Official Jersey Sponsor of the first team up to 30 June 2021. Under this agreement, the revenues from the year's sponsorships benefited from the Signing Fee, amounting to EUR 6,000 thousand. At the same time, receivables from the NIKE technical sponsor, amounting to EUR 1,625 thousand (EUR 3,593 thousand on 30 June 2017) and including the invoices to be issued, recorded a net decrease of EUR 1,968 thousand, essentially due to the proceeds received in the financial year.

Other trade receivables were also included in the balance, amounting to EUR 6,532 thousand (EUR 8,045 thousand on 30 June 2017), relating to advertising proceeds attributable to the commercial activities carried out during the matches of the first team of AS Roma at the Olympic Stadium, to proceeds from audio-visual rights and other trade receivables, decreased by EUR 1,513 thousand essentially as a result of the proceeds

received in the financial year. Specifically, note the collection of receivables from SKY Italia S.r.l. for EUR 1,021 thousand, decreased from EUR 1,109 thousand on 30 June 2017 to EUR 88 thousand on 30 June 2018.

The abovementioned receivables are shown net of the relevant bad debt provision, amounting to EUR 3,772 thousand (EUR 3,846 thousand on 30 June 2017), increased by EUR 74 thousand after the updated evaluations on the recoverability of the trade receivables, in accordance with the provisions of the IFRS 7 Accounting Standard.

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Trade receivables for overdue classes are divided as follows:

Amounts in thousands of EUR	30.06.18	30.06.17
Customers for invoices to be issued	2,606	3,826
Not overdue trade receivables from subsidiaries	220	168
Not overdue trade receivables	256	1,480
Overdue trade receivables up to 30 days	7,163	1,790
Overdue trade receivables after 31 to 60 days	1,377	3,533
Overdue trade receivables after 61 to 90 days	65	421
Overdue trade receivables after 90 days	6,757	6,141
Total receivables	**18,444**	**17,357**
Less: Bad Debts Provision	(3,772)	(3,846)
Total net receivables	**14,672**	**13,511**

Note that the receivables for invoices to be issued amounting to EUR 2,606 thousand (EUR 3,826 thousand on 30 June 2017) are mainly related to receivables from NIKE, amounting to EUR 1,625 thousand (EUR 2,025 thousand on 30 June 2017) and receivables from parent and associated companies for EUR 296 thousand (EUR 991 thousand on 30 June 2017).

The bad debt provision was calculated with reference to the share of receivables that the directors considered prudentially difficult to recover.

7 - Other current assets

Amounting to EUR 27,757 thousand (EUR 17,177 thousand on 30 June 2017), this entry increased by EUR 10,580 thousand in the financial year, essentially as a result of the greater impact of receivables from MediaCo for dividends and from parent companies. These figures concern:

Amounts in thousands of EUR	30.06.18	30.06.17	Changes
Receivables from MediaCo for dividends	25,984	14,842	11,142
Receivables from Social Security Institutions (INPS-	15	11	4
Security deposits	3	3	-
Receivables from AS Roma for Group VAT account	0	970	(970)
Receivables from NEEP for Group VAT	1,726	1,337	389
Other different receivables	29	14	15
Totals	**27,757**	**17,177**	**10,580**

Receivables from MediaCo for dividends, amounting to EUR 25,984 thousand (EUR 14,842 thousand on 30 June 2017) increased by EUR 11,142 thousand, due to recording of the dividends for the 2016-2017 financial year. The balance also includes the corresponding receivables outstanding on 30 June 2017, relating to dividends for the 2014-2015 financial year amounting to EUR 3,735 thousand and for the 2015-2016 financial year amounting to EUR 11,107 thousand.

Receivables from NEEP Roma Holding amounting to EUR 1,726 thousand (EUR 1,337 thousand on 30 June 2017), increased by EUR 389 thousand in the financial year, are related to the transfer of VAT balances arising from the Company's monthly payments to the Parent as a result of joining the Group's payment

procedure, which commenced from January 2017. The corresponding receivables of the bank account existing with AS Roma were paid in full in the financial year, amounting to EUR 970 thousand on 30 June 2017.

8 – Deferred charges

Amounting to EUR 490 thousand (EUR 1,102 thousand on 30 June 2017), the deferred charges decreased by EUR 612 thousand in the financial year and refer to:

- EUR 170 thousand (EUR 202 thousand on 30 June 2017), relating to costs for audio-visual services invoiced in advance by third parties, on an accrual basis for the 2018-2019 financial year;
- EUR 18 thousand (EUR 17 thousand on 30 June 2017) for insurance premiums paid in advance;
- EUR 50 thousand (EUR 46 thousand on 30 June 2017), for the commercial lease of points of sale, invoiced in advance and relating to future fees;
- EUR 133 thousand (EUR 20 thousand on 30 June 2017) relating to invoicing by NIKE of merchandising material, delivered after the end of the year.
- EUR 119 thousand (EUR 154 thousand on 30 June 2017) relating to other services provided and that are invoiced in advance.

Note that on 30 June 2017 there was deferred charge amounting to EUR 663 thousand for costs related to the development of targeted promotional activities in the Far East.

9 – Tax credits

Tax credits amounting to EUR 1,466 thousand (EUR 766 thousand on 30 June 2016) concern EUR 1,400 thousand (EUR 700 thousand on 30 June 2017) for the VAT credit deriving from the 2016 VAT return, which will be used in the 2018-2019 financial year, and EUR 66 thousand (unchanged as at 30 June 2016) for the IRAP credit, accrued in the 2014-2015 financial year.

10 – Cash at bank and in hand

Amounting to EUR 954 thousand (EUR 812 thousand on 30 June 2017), this entry increased by EUR 142 thousand in the financial year as a result of the dynamics of the cash flows generated by current management, and is made up of bank deposits, amounting to EUR 906 thousand (EUR 671 thousand on 30 June 2017), and the cash balance, amounting to EUR 48 thousand (EUR 141 thousand on 30 June 2017). There are no existing constraints on the use of bank deposits with the exception of the constraint concerning the loan agreement entered into with Goldman Sachs and UniCredit in February 2015, and subsequent amendments. Note that this pledge can only be used on the occurrence of certain default events and may only be exercised within the limits of existing availability, up to reaching the remaining debt.

LIABILITIES

A) Capital and Reserves

11 – Total Capital and Reserves

The Capital and Reserves of the Company, amounting to EUR 94,270 thousand (EUR 101,275 thousand as at 30 June 2017), recorded a decrease of EUR 7,005 thousand, due, for EUR 6,966 thousand, to the negative performance achieved in the financial year and, for EUR 39 thousand, to the adjustment to the reserve for discounting of future benefits to employees.

The share capital, amounting to EUR 123,432 thousand, is attributable, for EUR 123,412 thousand, to AS Roma S.p.A., for EUR 10 thousand, to Brand Management S.r.l. and, for EUR 10 thousand, to ASR Soccer LP S.r.l.

The Reserve for Discounting of benefits to employees, negative for EUR 249 thousand (negative for EUR

210 thousand as at 30 June 2017), recorded a negative adjustment of EUR 39 thousand after the updated actuarial evaluations carried out by third-party and independent experts.

The Reserve for Profits (Losses), negative for EUR 21,947 thousand (negative for EUR 13,156 thousand as at 30 June 2017), recorded a negative variation of EUR 8,791 thousand, determined by carrying forward the loss achieved in the previous year, as per the resolution of the Shareholders' Meeting held on 25 October 2017.

The movements of the capital and reserves in the financial year and in the preceding financial year are reported below, taking into account the loss for the year, amounting to EUR 6,966 thousand, (EUR 8,791 thousand as at 30 June 2017):

	SHARE CAPITAL	DISCOUNTING OF REWARDS TO EMPLOYEES RESERVE	CARRIED-FORWARD PROFIT (LOSS)	OPERATING PROFIT (LOSS)	CAPITAL AND RESERVES
Balance on 30 June 2016	**123,432**	**(332)**	**-**	**(13,156)**	**109,944**
Profit and loss account distribution	-	-	**(13,156)**	13,156	-
Earnings reserve adjustment Actuarial (losses) (IAS 19)	-	122			122
Profits/losses as at 30 June 2017	-	-	-	(8,791)	(8,791)
Balance as at 30 June 2017	**123,432**	**(210)**	**(13,156)**	**(8,791)**	**101,275**

(Amounts in thousands of EUR)	SHARE CAPITAL	DISCOUNTING OF REWARDS TO EMPLOYEES RESERVE	CARRIED-FORWARD PROFIT (LOSS)	OPERATING PROFIT (LOSS)	CAPITAL AND RESERVES
Balance as at 30 June 2017	**123,432**	**(210)**	**(13,156)**	**(8,791)**	**101,275**
Profits/losses use for the period			**(8,791)**	8,791	-
Earnings reserve adjustment Actuarial (losses) (IAS 19)		(39)			(39)
Profits/losses as at 30 June 2018				(6,966)	(6,966)
Balance as at 30 June 2018	**123,432**	**(249)**	**(21,947)**	**(6,966)**	**94,270**

The information required by Article 2427, No. 7-bis, of the Italian Civil Code on the availability and distribution of reserves are summarized in the schedule below:

Balance in EUR/000	30.06.2018	Likelihood of use	Available stake	Uses in the three prior FYs
Share Capital	123,432	A		-
Discounting of employee benefits reserve	(249)			-
Profits (losses) carried forward	(21,947)			-
Profits/losses for the period	(6,966)			
Total Capital and Reserves	**94,270**			

Key: A, may be used to cover losses

B) Non-current liabilities

Amounting to EUR 228,061 thousand (EUR 211,984 thousand as at 30 June 2017), they recorded a net increase of EUR 16,077 thousand in the financial year, as follows:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Long-term loans	217,625	201,437	16,188
Employee severance indemnity fund	1,346	1,169	177
Deferred income	9,090	9,178	(88)
Provisions for contingencies and other liabilities	-	200	(200)
Total non-current liabilities	**228,061**	**211,984**	**16,077**

12 – Long-term loans

The long-term loans amounting to EUR 217,625 thousand (EUR 201,437 thousand as at 30 June 2017), increased by EUR 16,188 thousand in the financial year, concern, for EUR 181,954 thousand (EUR 174,408 thousand as at 30 June 2017), loans disbursed by ASR Media and Sponsorship S.r.l. The initial disbursement in February 2015, amounting to EUR 150,334 thousand, was followed by additional disbursements of EUR 24,074 thousand in the previous financial year and EUR 12,464 thousand in the financial year under consideration. By virtue of the repayments made in the financial year, amounting to EUR 4,918 thousand, the loan for the principal recorded a net increase of EUR 7,546 thousand.

The balance also includes interest accrued on the loan up to the closing date of the financial year, amounting to EUR 35,671 thousand (EUR 27,029 thousand as at 30 June 2017), of which EUR 12,761 thousand, accrued in the financial year. In view of the payments made for EUR 4,119 thousand, the debt for interest increased by EUR 8,642 thousand in the financial year.

The loan was disbursed in the context of the overall financing transaction of the AS Roma Group, already described in the Management Report, to which reference is made. The loan was taken out as part of the consolidation and functional reorganization process of the AS Roma Group in order to enable AS Roma, inter alia, to repay in full its existing financial debts and finance its financial needs and the costs of the financing-related transactions. The loan is backed by appropriate guarantees, by financial covenants and by further commitments to be complied with for the entire duration of the financing by the parties involved in the transaction, which are usually applied in similar transactions. The original financing, for a total amount of EUR 175 million, net of ancillary and directly attributable costs for fees connected to financial intermediation and legal and professional advice, was disbursed in February 2015 by Goldman Sachs International and UniCredit S.p.A., as "Mandated Lead Arranger and Bookrunner", to the newly formed ASR Media and Sponsorship S.r.l., and from this to the parent Soccer Sas, for EUR 150,334 thousand, that transferred that amount to AS Roma. The loan, which was to initially mature in February 2020, was extended to June 2022 in the financial year. The amount of the loan was also raised to EUR 230 million. The loan is regulated at a variable rate (Euribor 3 months, with a minimum of 0.75%) and a 6.25% spread and is backed by guarantees. Note that, prior to settling on the financing transaction, the Board of Directors of A.S. Rome, on 13 November 2014, approved creating a pool of dedicated assets under Article 2447-bis, paragraphs 1(a) of the Italian Civil Code, in which the assets relating to the management of the media rights to the Series A and the matches organized by UEFA were allocated, as well as the financing related to them. The pool of dedicated assets was registered with the Registrar of Companies on 18 November 2014.

13 - Severance Indemnity Fund (TFR)

The fund, amounting to EUR 1,346 thousand (EUR 1,169 thousand as at 30 June 2017), recorded a net increase of EUR 177 thousand in the period, as a result of using the provision in the financial year, also considering the actuarial valuation carried out by qualified and independent experts. The movements that occurred in the previous financial year and in the year under consideration are shown below:

(Amounts in thousands of EUR)	30.06.2018	30.06.2017
Balance at the beginning of the FY	**1,169**	**1,139**
Use for termination of employment	(81)	(197)
Early payments of TFR	(25)	(15)
Other uses	(49)	(36)
Actuarial Profits (Losses)	39	(122)
Interest for actuarial revaluation of the fund	9	15
Provision for the period	284	385
Balance at the end of the FY	**1,346**	**1,169**

The Severance Indemnity Fund (TFR) represents a liability for the future benefits granted to employees and provided in connection with, or subsequently, termination of employment. This liability, which falls within defined benefit plans, is determined by applying the actuarial method. The amount of the Severance Indemnity Fund (TFR) at the end of the year is adequate to cover what is payable by the Company on the basis of current legislation and the relevant National Collective Bargaining Agreement , taking into account the actualizations made on the basis of the accounting principle IAS 19.

14 – Deferred income

Deferred income amounting to EUR 9,090 thousand (EUR 9,178 thousand as at 30 June 2017), refers to the deferral, to expire after the financial year, of income from RAI, for the use over 99 years, commencing from the 2007-2008 financial year, of the A.S. Roma Library, by virtue of the agreement A.S. Roma entered into with the television broadcasting company on 31 August 2007. The proceeds from this activity, initially under the jurisdiction of A.S. Roma, flowed to the business concern contributed to ASR Media and Sponsorship S.r.l. and, from this, leased to Soccer Sas. The share of the proceeds expiring within the financial year, amounting to EUR 88 thousand, is classified among the current liabilities, while the share expiring after five financial years amounts to EUR 8,645 thousand.

15 – Provisions for contingencies and other liabilities

Amounting to EUR 200 thousand as at 30 June 2017, this item refers to provisions made in the 2016-2017 period, in connection with some third-party disputes arising in the previous year. In the financial period, this fund was used in full as a result of the amicable settlement of the abovementioned disputes with the opposing parties.

C) Current liabilities

Current liabilities amounting to EUR 36,220 thousand (EUR 24,758 thousand as at 30 June 2017) recorded a net increase of EUR 11,462 thousand in the financial year, as follows:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Trade Payables	31,510	19,692	11,818
Accrued liabilities and deferred income	3,052	3,640	(588)
Short-term loans	18	220	(202)
Tax Payables	239	189	50
Social security payables	445	363	82
Other liabilities	956	653	303
Total Current Liabilities	**36,220**	**24,758**	**11,462**

16 – Trade Payables

Amounting to EUR 31,510 thousand (EUR 19,692 thousand as at 30 June 2017), the trade payables recorded a net increase of EUR 11,818 thousand in the period due to the greater impact at the end of the year of its existing position towards AS Roma consisting of the following:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Payables to ordinary suppliers	8,089	7,994	95
Payables to AS Roma S.p.A.	23,421	11,089	12,332
Payables to ASR Media and Sponsorship S.r.l.	0	609	(609)
Total Trade Payables	**31,510**	**19,692**	**11,818**

Payables to ordinary suppliers, amounting to EUR 8,089 thousand (EUR 7,994 thousand as at 30 June 2017), increased by EUR 95 thousand in the period, include payables for invoices to be received, amounting to EUR 937 thousand (EUR 1,830 thousand as at 30 June 2017).

The outstanding payables to AS Roma, amounting to EUR 23,421 thousand (EUR 11,089 thousand as at 30 June 2017), are related to the commercial position, mainly for the parent's charge of the costs for using, for commercial purposes, the Olympic Stadium areas and, for institutional purposes, the areas of the Trigoria sports center, for recharging access permits and other services, by virtue of a relevant framework agreement. The item also includes, for the period under consideration, the charge for the sponsorship fee for the first team's jerseys, amounting to EUR 7,320 thousand by way of a "Signing fee" for the existing agreement with "QATAR Airways", which is the Group's responsibility. This is invoiced directly by the Company and is found on 30 June 2018 under the trade receivables item. Finally, the transfer of the costs

related to the management of the business unit purchased from TVR Voxson for radio activities on the part of Roma Radio is included in the item.

Note that as at 30 June 2017, the amount owed to ASR Media and Sponsorship was included in the item, amounting to EUR 609 thousand for June 2017, relating to the existing business leasing with the subsidiary, paid in the year under consideration.

17 – Short-term loans

These amount to EUR 18 thousand (EUR 220 thousand as at 30 June 2017) and refer to payment for services provided carried out at the end of the year with company credit cards, issued by primary operators in the industry and paid off after 30 June 2018, on the basis of the contractually provided payment terms. The decrease of that item amounting to EUR 202 thousand is due to using this payment method far less in the financial year.

18 – Deferred income

Deferred income amounting to EUR 3,052 thousand (EUR 3,640 thousand as at 30 June 2017), decreased by EUR 588 thousand in the year, relates to the pre-invoicing made on the basis of existing trade agreements, and consists of deferred income from:

- Technical sponsorship, for EUR 2,912 thousand (EUR 2,581 thousand as at 30 June 2017) for proceeds from NIKE, for the instalment of the NIKE technical sponsorship proceeds for the 2018-2019 sports season, pre-invoiced in compliance with the technical sponsorship agreement commencing from 1 June 2014 amounting to EUR 1,836 thousand. The residual amount, for EUR 1,076 thousand, concerns the invoicing to NIKE of ancillary proceeds for merchandise exchange;

- Royalties, for EUR 43 thousand (EUR 132 thousand as at 30 June 2017) pre-invoiced to licensees under existing contractual agreements, pertaining to the 2018-2019 financial year;

- Stadium Subscriptions - Premium Seats, for EUR 9 thousand (EUR 54 thousand as at 30 June 2017), pre-invoiced and pertaining to the 2018-2019 financial year;

- AS Roma Library, for EUR 88 thousand (EUR 763 thousand as at 30 June 2017), from RAI as part of the existing agreement with the television broadcasting station, entered into on 31 August 2007. The decrease of EUR 675 thousand is related to the different modalities of invoicing the proceeds from SKY Italia S.r.l. between the two periods compared, by virtue of existing contractual agreements.

Note that as at 30 June 2017, the promotional-advertising proceeds at the Stadium, amounting to EUR 109 thousand, as well as the merchandising supplies, amounting to EUR 1 thousand, were included in the balance of deferred income.

19 – Tax payables

Tax payables amounting to EUR 239 thousand (EUR 189 thousand as at 30 June 2017), increased by EUR 50 thousand in the financial year, are substantially related to IRPEF (Italian personal income tax), regional and municipal surtaxes on salaries of employees, independent contractors and professionals, levied at the end of the year as withholding taxes, duly paid in the following July, in compliance with applicable tax legislation.

20 – Social security payables

Amounting to EUR 445 thousand (EUR 363 thousand on 30 June 2016), increased by EUR 82 thousand in the financial year, these payables represent the contributions accrued at the end of the year for work provided by employees and collaborators. The social security payables consist of the following:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
INPS - Employees and independent contractors	386	**327**	59
INPGI [Italian Social Security Authority for Journalists], Inail [Italian Institute for Insurance against Labor Accidents], Casagit, Fasdac, Mario Negri Fund and other social welfare bodies	59	36	**23**
Total Social Security payables	**445**	**363**	**83**

Payables to INPS (Italian Social Security Authority) include the amount of EUR 158 thousand (EUR 144 thousand as at 30 June 2017) related to deferred salaries (13th monthly salary, 14th monthly salary, paid vacation and paid time-off). The remainder of contributions accrued at the end of the period, amounting to EUR 228 thousand, were duly paid in the following July.

21 – Other Liabilities

These amount to EUR 956 thousand (EUR 653 thousand as at 30 June 2017), increased by EUR 303 thousand in the financial year consist of the following:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Payables to employees and independent contractors	843	532	311
Pre-payments from customers	1	9	(8)
Security deposits to Affiliates	110	110	0
Debts and other payables	2	2	0
Total other liabilities	**956**	**653**	**303**

Payables to employees and independent contractors, amounting to EUR 843 thousand (EUR 532 thousand as at 30 June 2017), recorded an increase of EUR 311 thousand, of which EUR 282 thousand were due to the assessment of bonuses accrued by staff at the end of the year. This amount, not present in the previous year, was paid to those eligible in the following July. The balance also consists of, for EUR 557 thousand (EUR 495 thousand as at 30 June 2017), from provisions disbursed at the end of the year for holidays, expenses for the 13th month salary and paid time-off. The residual amount of EUR 4 thousand (EUR 36 thousand as at 30 June 2017), concerns the outstanding Severance Indemnity Fund (TFR) payments for employees no longer in force at the end of the year.

ANALYSIS OF THE ITEMS IN THE PROFIT AND LOSS ACCOUNT

Before moving on to analyzing the individual items, note the analysis of the economic and managerial performance is illustrated extensively in the Management Report, to which reference is made.

OPERATING REVENUES

22 - Operating Revenues

Operating revenues, amounting to EUR 41,302 thousand (EUR 37,332 thousand as at 30 June 2017), recorded an increase of EUR 3,970 thousand. They are made up as follows:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Proceeds from sales	7,774	8,243	(469)
Sponsorships	5,842	5,397	**445**
Advertising	19,287	15,312	3,975
Audio-visual rights	7,967	8,046	**(79)**
Other proceeds	432	334	98
Total operating revenues	**41,302**	**37,332**	**3,970**

Proceeds from sales

Amounting to EUR 7,774 thousand (EUR 8,243 thousand as at 30 June 2017), proceeds from sales decreased by EUR 469 thousand in the financial year and are related to:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Sale of AS Roma branded products (merchandising)	5,957	5,915	42
Exploitation of trade agreements (licensing)	1,818	2,328	(510)
Total proceeds from sales	**7,774**	**8,243**	**(469)**

Proceeds from Merchandising amounting to EUR 5,957 thousand (EUR 5,915 thousand as at 30 June 2017), increased in the period by EUR 42 thousand, were due to: for EUR 5,813 thousand (EUR 5,688 thousand as at 30 June 2017), from sales made in the Roma Store and, for EUR 144 thousand (EUR 227 thousand as at 30 June 2017), from sales generated by means of direct selling, of which EUR 77 thousand (EUR 131 thousand as at 30 June 2017), and AS Roma.

Proceeds from Licensing, amounting to EUR 1,818 thousand (EUR 2,328 thousand as at 30 June 2017) decreased by EUR 510,00 in the financial year, consist of, for EUR 1,348 thousand (EUR 1,932 thousand as at 30 June 2017), proceeds from the companies of the NIKE group and, for EUR 470 thousand (EUR 396 thousand as at 30 June 2017), proceeds from exploiting the AS Roma brand with other licensees' clients.

Sponsorships

EUR 5,842 thousand (EUR 5,397 thousand as at 30 June 2017) are related to the proceeds from NIKE, under the agreement entered into in August 2013 having a duration of ten years commencing from 1 June 2014. These proceed increased compared to the previous year by EUR 445 thousand.

Audio-visual rights

The proceeds for audio-visual rights, amounting to EUR 7,967 thousand (EUR 8,046 thousand as at 30 June 2017) decreased by EUR 79 thousand in the year. They consist of:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
TV Library rights	4,138	4,138	0
Media Centre radio and television rights	2,723	2,579	144
Access to TV signal	1,106	1,329	(223)
Total audio-visual rights	**7,967**	**8,046**	**(79)**

Proceeds for marketing the AS Roma Library, amounting to EUR 4,138 thousand and unchanged compared to 30 June 2017, were paid by SKY Italia S.r.l, for EUR 4,050 thousand, and by RAI, for EUR 88 thousand, for the economic exploitation of recent and historical photo archives.

The proceeds from the Media Centre, amounting to EUR 2,723 thousand (EUR 2,579 thousand as at 30 June 2017), resulted from marketing the "RomaTV" and "RomaRadio" channels; and are made up of television rights, for EUR 2,638 thousand (EUR 2,537 thousand as at 30 June 2017) paid by the leading broadcasting stations and, for EUR 85 thousand (EUR 42 thousand as at 30 June 2017), from radio rights.

Proceeds for access to the TV signal, amounting to EUR 1,106 thousand (EUR 1,329 thousand as at 30 June 2017), decreased by EUR 223 thousand in the year, come from marketing the TV signal. These proceeds were generated by AS Roma, for EUR 755 thousand (EUR 881 thousand as at 30 June 2017), after SKY Italia S.r.l. transferred the relative production costs invoiced to the Company. The residual amount, equal to EUR 351 thousand (EUR 448 thousand as at 30 June 2017), was generated by marketing its TV signal to other television stations (RAI, Infront, Sky Videotime and BeIn Sport).

Advertising

The promotional-advertising proceeds, amounting to EUR 19,287 thousand (EUR 15,311 thousand as at 30 June 2017), recorded a significant increase in the financial year, amounting to EUR 3,976 thousand, and were generated, essentially, from commercial activities carried out during the home matches of the first team of AS Roma at the Stadio Olimpico. They consist of, specifically, for EUR 8,738 thousand (EUR 7,522 thousand as at 30 June 2017), the sale of services at the Stadium, including the access to the hospitality area of the Stadio Olimpico (i.e., Premium Seat), of which EUR 320 thousand for services provided to AS Roma; for EUR 10,157 thousand (EUR 7,572 thousand as at 30 June 2017), the sale of promotional-advertising spaces inside the Stadium and, for EUR 392 thousand (EUR 217 thousand on 30 June 2016), of other promotional-advertising proceeds generated outside the sports facility.

Other proceeds

Other proceeds amounting to EUR 432 thousand (EUR 334 thousand as at 30 June 2017), increased by EUR 98 thousand in the year, refer to: for EUR 182 thousand (EUR 38 thousand as at 30 June 2017), the cost charged to AS Roma, for supplies of goods and materials used by the same; for EUR 250 thousand (EUR 275 thousand as at 30 June 2017), other different proceeds and revenues.

Note that in financial year ended as at 30 June 2017, EUR 21 thousand were included in the item for proceeds for charging back the costs to ASR SPV LLC, to plan and construct the new stadium.

B) OPERATING COSTS

23 - Purchases of raw materials and consumables and change in stocks

This item, amounting to EUR 3,669 thousand (EUR 4,053 thousand as at 30 June 2017), decreased by EUR 384 thousand in the period, consists of:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Purchases of goods for resale	3,514	3,973	(459)
Consumables	155	80	75
Total purchases of raw materials and consumables	**3,669**	**4,053**	**(384)**
Change to stocks	82	(336)	110
Total consumption of raw material	**3,587**	**3,717**	**(274)**

Purchases of goods, amounting to EUR 3,514 thousand, decreased by EUR 459 thousand in the period, relate substantially to the purchase of AS Roma-branded products and materials intended for marketing in the context of merchandising, including the related directly attributed charges (transport costs and customs clearance). Taking into account the change in inventories, decreased by EUR 82 thousand (positive for EUR 336 thousand as at 30 June 2017), on the whole, the consumption of products for resale recorded a decrease of EUR 41 thousand compared to the previous year due to the procurement policy adopted, and amounted to EUR 3,596 thousand on 30 June 2018 and EUR 3,637 thousand as at 30 June 2017, respectively.

Purchases of consumables, amounting to EUR 155 thousand (EUR 80 thousand as at 30 June 2017), are related to Soccer staff company uniforms, packaging, shoppers for points of sale, stationery and printed materials, toner and other consumables.

24 - Service costs

Service costs amounting to EUR 16,756 thousand (EUR 15,262 thousand as at 30 June 2017) increased by EUR 1,494 thousand in the financial year and consist of the following:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Insurance costs	61	114	(53)
General and administrative costs	8,722	8,056	666
Advertising and promotion costs	7,973	7,092	881
Total service costs	**16,756**	**15,262**	**1,494**

Insurance costs

Insurance expenses amounting to EUR 61 thousand (EUR 114 thousand as at 30 June 2017), decreased by EUR 53 thousand in the financial year, mainly relate to insurance coverage for the points of sale.

Administrative and general costs

These expenses amounting to EUR 8,722 thousand (EUR 8,056 thousand as at 30 June 2017), increased by EUR 666 thousand in the year. The increase is mainly related to almost all expenses. Specifically, the higher incidence of expenses for professional and business advice, for managing social media and web activities, for royalties and commissions and for other expenses, are partially offset by the decrease of audio-visual production costs.

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Audio-visual production costs in Roma Studio	4,743	4,998	(255)
E-commerce, social media and web services	416	182	234
Business consulting and advice	305	222	83
Royalties and commissions	481	435	46
Legal, notary and professional advice	1,605	1,170	435
Maintenance and assistance services	450	431	19
Travel expenses and transfers	236	188	48
Office and points of sale expenses	464	413	51
Audit	22	17	5
Total administrative and general expenses	**8,722**	**8,056**	**666**

The costs of audio-visual production in Roma Studio amounted to EUR 4,743 thousand (EUR 4,998 thousand as at 30 June 2017) decreased by EUR 255 thousand, following the audio-visual production costs, the editorial consultancy and costs for supplementary services and access to the Roma TV signal were reduced. Note that this item includes the costs for services disbursed by the newly incorporated company Roma Studio S.r.l., for EUR 30 thousand, in June 2018. This company, which is currently in the goodwill phase, was incorporated on 19 January 2018 and whose corporate purpose is the production, circulation and marketing of television radio content using all the broader modes and on all technological platforms.

The costs for e-commerce, social media and web services, amounting to EUR 416 thousand (EUR 182 thousand as at 30 June 2017), increased by EUR 234 thousand in the period. This item refers to social media and web advice and services that have allowed the Company to acquire prestige and international prominence and relate mainly to the activities provided on the official website and the management of the web channels used by the Company to increase the bond with its fans.

Costs for business advice and assistance, amounting to EUR 305 thousand (EUR 222 thousand as at 30 June 2017), recorded an increase of EUR 83 thousand in the year and are substantially related to strategic and managerial advice to develop marketing activities.

Costs for legal, notary and professional advice, for EUR 1,605 thousand (EUR 1,170 thousand as at 30 June

2017), increased by EUR 435 thousand after the increased use of outside professionals for professional technical advice.

Royalties and commissions for EUR 481 thousand (EUR 435 thousand as at 30 June 2017), increased by EUR 47 thousand in the year, were paid, for EUR 348 thousand (EUR 344 thousand as at 30 June 2017), to companies of the NIKE Group for merchandising sales and, for EUR 133 thousand (EUR 91 thousand as at 30 June 2017), to trade agents for commissions on promotional-advertising proceeds.

Office and points of sale expenses, for EUR 464 thousand (EUR 412 thousand as at 30 June 2017), are substantially related to telephone charges, utilities, canteen, cleaning areas, surveillance.

Advertising and promotion costs

These costs, amounting to EUR 7,973 thousand (EUR 7,092 thousand as at 30 June 2017), recorded an increase by EUR 881 thousand in the year, as a result of the increased activity resulting in the increase recorded in the corresponding promotional-advertising proceeds. They consist of:

- Ticket fees and Stadio Olimpico subscriptions, amounting to EUR 5,120 thousand (EUR 4,368 thousand as at 30 June 2017), is related to the purchase of access permits from AS Roma to use the Stadio Olimpico's hospitality area during the first team's home games. Increased by EUR 752 thousand, in the period for the positive sports results of AS Roma's first team in the 2017-2018 sports season.

- Services expenses for the Stadio Olimpico's hospitality area, amounting to EUR 2,251 thousand (EUR 2,148 thousand as at 30 June 2017), are mainly related to costs incurred for the reception and the preparation of the hospitality areas of the Stadio Olimpico and of the advertising aids, during the first team's home games. They recorded an increase of EUR 103 thousand in the period.

- Advertising, promotion and representation costs, amounting to EUR 602 thousand (EUR 575 thousand as at 30 June 2017), increased by EUR 27 thousand in the year, are mainly related to costs for advertising equipment, to manage commercial events, for merchandise promotion and advertising, of the AS Roma Store and of other promotion-advertising activities.

25 - Use of leased assets

This item, amounting to EUR 27,774 thousand (EUR 27,556 thousand as at 30 June 2017), recorded an increase of EUR 218 thousand in the year, mainly due to the greater impact of the costs of the commercial lease of the Roma Store, the radio business unit and the software licensing fees. It consists of lease fees for:

- management of the business branch, consisting of the commercial activities of ASR Media and Sponsorship S.r.l., granted to the subsidiary by AS Roma and Soccer when incorporating the same and leased to Soccer since February 2015. The burden, amounting to EUR 22,700 thousand, has remained unchanged since 30 June 2017;

- management of the business unit, consisting of radio frequencies and technological apparatus necessary to conduct the radio activity by Rome Radio, amounting to EUR 360 thousand (EUR 180 thousand as at 30 June 2017), on the basis of the agreement existing with AS Roma since December 2016, which took over these activities from the TVR Voxson Group. The cost recorded an increase for the entire 2017-2018 financial year/2018, whereas in the preceding year concerned the second semester of the year;

- business areas of the Stadio Olimpico, for EUR 2,540 thousand and operations areas of the Trigoria Sports Centre, for EUR 360 thousand, unchanged since 30 June 2017 and both disbursed to AS Roma on the basis of an existing framework agreement between the parties;

- commercial premises for merchandising activities, for EUR 1,282 thousand (EUR 1,295 thousand as at 30 June 2017). Specifically, paid by third parties for the points of sale at Via del Corso (Downtown), Piazza Colonna and the Roma Est Shopping Centre;

- lease of LED installations and audio systems and equipment mainly used at the Olympic Stadium,

amounting to EUR 409 thousand (EUR 402 thousand as at 30 June 2017);

- software licenses, for EUR 82 thousand (EUR 39 thousand as at 30 June 2017);
- Other rents and charges, for EUR 41 thousand (EUR 40 thousand as at 30 June 2017).

26 - Staff costs

The cost of employees, amounting to EUR 6,357 thousand (EUR 6,199 thousand as at 30 June 2017) recorded an increase of EUR 158 thousand due to the increase at the end of the financial year of the management workforce and due to the bonuses paid on the basis of the trade results achieved. The cost of staff, in the two periods compared, is comprised as follows:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Salaries and wages	4,687	4,611	76
Social security costs	1,386	1,203	**183**
Severance indemnity	284	385	(101)
Total staff costs	**6,357**	**6,199**	158

Existing staff at the end of the financial year and employed on average in the Company is comprised of:

	30.06.18		30.06.17	
	Annual average	End of FY	Annual average	End of FY
Executives	5	**7**	3	2
Managers	**7**	**7**	**7**	**7**
White-collar workers	85	*87*	**86**	*87*
Total	***97***	**101**	**96**	**96**

27 - Other operating charges

Other operating charges amounting to EUR 1,180 thousand (EUR 1,084 thousand as at 30 June 2017), increased by EUR 96 thousand in the period, are comprised of:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Tax charges	146	83	63
Extraordinary expenses	26	3	23
Other costs	1,008	998	10
Total other operating costs	**1,180**	**1,084**	**96**

- Tax charges, for EUR 146 thousand (EUR 83 thousand as at 30 June 2017), recorded an increase of EUR 63 thousand in the period and concern for EUR 74 thousand (EUR 37 thousand as at 30 June 2017), with withholding taxes incurred on commercial proceeds and royalties. The residual amount of EUR 72 thousand (EUR 46 thousand as at 30 June 2017) is substantially related to municipal taxes for Stadium advertising and waste disposal, government concessions, stamp duty and Chamber of Commerce fees, penalties for indirect taxes, taxes and other tax charges;
- Extraordinary costs for EUR 26 thousand (EUR 3 thousand as at 30 June 2017), increased by EUR 23 thousand in the financial year, consist of costs relating to amicable settlement agreements and out-of-court conciliations for labor disputes settled in the financial year.
- The other charges, amounting to EUR 1,008 thousand (EUR 998 thousand as at 30 June 2017), increased by EUR 10 thousand in the financial year; are comprised of, for:

  - EUR 755 thousand (EUR 888 thousand as at 30 June 2017), costs to access the TV signal, entirely

invoiced by SKY, under the broader agreement for television production services, and intended for the exclusive benefit of AS Roma. These costs, decreased with respect to the previous year, are therefore fully turned over to the sports club and are found in the Proceeds for Audio-visual Rights item.

- EUR 182 thousand (EUR 38 thousand as at 30 June 2017), costs for supplies of materials and services incurred on behalf of AS Roma that are recharged to the sports club;
- EUR 41 thousand (EUR 50 thousand as at 30 June 2017), relating to rights granted to SIAE (the Italian copyright agency), to broadcast music circulated by the media (Roma Radio and Roma TV), on the Company's website and in the points of sale;
- EUR 30 thousand (EUR 3 thousand as at 30 June 2017), for free gifts to employees and other charges of a lesser amount.

28 - Depreciation, amortization and other write-offs

This item amounts to EUR 1,566 thousand (EUR 1,806 thousand as at 30 June 2017), decreased by EUR 240 thousand in the financial year, substantially as a result of the lower impact of the allocation of bad debt provisions and depreciation of intangible assets.

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Amortization of intangible fixed assets	431	473	(42)
Depreciation of tangible fixed assets	125	120	5
Write-offs of current receivables	1,010	1,213	(203)
Total depreciation, amortization and other write-offs	**1,566**	**1,806**	**(240)**

For the comment on these items, please refer to the comments on the corresponding items in the Balance Sheet.

29 – Provisions for risks

This item, amounting to EUR 200 thousand as at 30 June 2017, is not reported in the period under consideration due to the absence of disputes and litigation.

30 - Financial and assimilated income

This item, amounting to EUR 21,811 thousand (EUR 21,778 thousand as at 30 June 2017), increased by EUR 33 thousand in the period, concerns:

- for EUR 10,670 thousand (EUR 10,670 thousand as at 30 June 2017), interest receivable accrued on the loan granted in February 2015 to AS Roma, using the funds received from ASR Media and Sponsorship S.r.l.;
- for EUR 11,141 thousand (EUR 11,107 thousand as at 30 June 2017) dividends resolved by the Shareholders' Meeting of the subsidiary MediaCo, when approving the financial statements closed as at 30 June 2017;
- for EUR 1 thousand (EUR 1 thousand as at 30 June 2017), bank interest receivable and other financial income, accrued in the period on cash at bank and in hand.

31- Financial and assimilated charges

This item, amounting to EUR 12,862 thousand (EUR 12,074 thousand as at 30 June 2017), increased by EUR 788 thousand in the period, consists of, for EUR 12,761 thousand (EUR 11,978 thousand as at 30 June 2017), financial charges accrued on the loan received from ASR Media and Sponsorship S.r.l. The residual amount of EUR 101 thousand (EUR 96 thousand as at 30 June 2017), consists of, for EUR 92 thousand (EUR 81 thousand as at 30 June 2017), commissions and banking services and, for EUR 9 thousand (EUR 15 thousand as at 30 June

2017), the interest revaluation of the Severance Indemnity Fund (TFR)(IAS 19).

32 - Exchange gains and losses

The differences on net exchanges, positive for EUR 2 thousand (negative for EUR 1 thousand as at 30 June 2017) are due to exchange rate fluctuations in the context of business transactions and are made up of profits, for EUR 8 thousand and corresponding losses, for EUR 6 thousand.

33 - Taxes for the financial year

As of 30 June 2018, as a result of the negative tax base, no current taxes were established, nor did deferred taxes materialize.

34 - Other components of the total operating profit

With reference to employee-defined benefit plans (TFR), actuarial losses were found amounting to EUR 39 thousand in accordance with IAS 19 Accounting Standard (profits for EUR 122 thousand as at 30 June 2017), as reported in the "Statement of Comprehensive Income" in the item "Other components of the total operating profit". Consequently, the corresponding capital and reserves provision recorded a decrease of EUR 39 thousand, resulting negative for EUR 249 thousand (negative for EUR 210 thousand as at 30 June 2017).

* * *

INFORMATION ON PERSONS ACTIVE IN MANAGEMENT AND COORDINATION

Under Articles 2497-bis and 2497-ter of the Italian Civil Code, in order to provide the necessary information and announcements, of the person who, directly or indirectly, is authorized to exercise the Company's direction and coordination, a summary of the information is provided below, updated to 30 June 2018.

The general partner, Brand Management S.r.l., and the limited partner, AS Roma S.p.A, owner of 99.98% of the called up share capital, are directly controlled by Neep Roma Holding S.p.A, incorporated on 26 April 2011 (Tax Identification Code No. 11418561004) controlled, in turn, by **AS Roma SPV LLC**, a company incorporated under the laws of the United States of America on 27 January 2011 and with registered office at 615 South Du Pont Highway, Dover, Delaware 19901 (U.S.A.), an entity exercising management and coordination. The financial statements for the financial year ended on 31 December 2017, last approved by the shareholders of AS Roma SPV LLC, is reported herein.

(Data in thousands of US Dollars)	31.12.17	31.12.16
Assets		
A – Current assets-escrow cash account	1,958	7,138
B – Other assets – AS Roma Entities	151,675	151,315
C – Investment in Stadium	70,927	35,195
C - Other assets – Notes receivable	119,781	105,000
Total assets	**344,41**	**301,648**
A – Equity:		
▪ Share capital – Members' Contributed Capital	294,637	294,637
▪ Retained earnings	(17,176)	(17,102)
▪ Net income	(3,907)	(74)
Total Equity	**273,554**	**277,461**
B - Liabilities:		
▪ Account payable	716	1,186
▪ Other Current liabilities (interest, note payable)	70,071	23,001
Total current liabilities	**70,787**	**24,187**
Total Liabilities & Equity	**344,341**	**301,648**

* * *

In order to provide full disclosure, the following are also essential data, expressed in Euro units, of the last approved financial statement of the general partner:

BRAND MANAGEMENT S.r.l.

Company with sole quotaholder - with registered office at Via Emilia No. 47 - Rome 00187
Entirely paid in corporate capital of EUR 10,000.00
Tax Identification Code, VAT No. and Registration No. 09173111007 with the Companies Register of Rome - Economic and Administrative Index of Rome No. 1145457
Subject to the direction and coordination of A.S. Roma SPV LLC (U.S.A.), under Article 2497-bis of the Italian Civil Code

BALANCE SHEET	30.06.2018	30.06.2017
ASSETS		
FIXED ASSETS		
Investments	10,000	10,000
TOTAL FIXED ASSETS	10,000	10,000
CURRENT ASSETS		
Receivables	132,840	135,290
Cash at bank and in hand	23,217	33,601
TOTAL CURRENT ASSETS	156,057	168,891
PREPAYMENTS AND ACCRUED INCOME	3	3
TOTAL ASSETS	**166,060**	**178,894**
LIABILITIES		
CAPITAL AND RESERVES	70,171	117,053
CURRENT PAYABLES	95,889	61,841
TOTAL LIABILITIES AND CAPITAL AND RESERVES	**166,060**	**178,894**

PROFIT AND LOSS ACCOUNT	30.06.2018	30.06.2017
PRODUCTION VALUE	206	0
PRODUCTION COSTS	(52,438)	(52,394)
DIFFERENCE BETWEEN PRODUCTION VALUE AND COSTS	**(52,232)**	**(52,394)**
TOTAL FINANCIAL INCOME AND CHARGES	17	1,176
PROFIT/LOSS BEFORE INCOME TAXATION	**(52,215)**	**(51,218)**
INCOME TAXATION	5,333	4,913
PROFIT (LOSS)	**(46,882)**	**(46,305)**

* * *

These Financial Statements of Soccer SAS of Brand Management S.r.l. truthfully and exactly represent the financial position, as well as the performance for the financial year ended on 30 June 2018 and correspond to the profits/losses in the accounting records.

Please refer to the Management Report for further information on the following subject-matters:

- Important facts that occurred after the end of the financial year;
- Arrangements with controlled, related, controlling and audited companies.

These financial statements, consisting of the Balance Sheet, Profit and Loss Account, Statement of Changes in Capital and Reserves, Cash flow Statement and the Explanatory Notes, present a true and fair view of the Company's financial position and trading results for the financial year ended 30 June 2018 and correspond to the accounting records.

Rome, 4 October 2018

On behalf of the Board of Directors
of the general partner
Brand Management S.r.l.

_____

Chief Executive Officer, Mauro Baldissoni, LAWYER

Soccer S.a.s. di Brand Management S.r.l.

Independent auditor's report pursuant
to article 14 of Legislative Decree n.
39, dated 27 January 2010

Financial statements as of 30 June 2017

This report has been translated into English from the original, which was prepared in Italian and represents the only authentic copy, solely for the convenience of international readers.

Tel: +39 066976301
www.bdo.it

Via Ludovisi, 16
00187 Roma

Independent auditors report pursuant to article 14 of legislative decree 39 of 27 January 2010

To the quota-holders of
Soccer S.a.s. di Brand Management S.r.l.

Report on the financial statements

We have audited the accompanying financial statements of Soccer S.a.s. di Brand Management S.r.l., which comprise the statement of financial position as of 30 June 2017, the statement of comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, a summary of significant accounting policies and other explanatory notes.

Management responsibility for the financial statements

Management of Soccer S.a.s. di Brand Management S.r.l. is responsible for the preparation of financial statements that give a true and fair view in accordance with International Financial Reporting Standards as adopted by the European Union.

Auditors responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with International Standards on Auditing (ISA Italia) drawn up pursuant to article 11 of Legislative Decree 39 of 27 January 2010. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing audit procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The audit procedures selected depend on the auditor professional judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity preparation of financial statements that give a true and fair view, to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by Management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements give a true and fair view of the financial position of Soccer S.a.s. di Brand Management S.r.l. as of 30 June 2017 and of the result of its operations and its cash flows for the year then ended in accordance with International Financial Reporting Standards as adopted by the European Union.

BDO Italia S.p.A. – Sede Legale: Viale Abruzzi, 94 – 20131 Milano – Capitale Sociale Euro 1.000.000 i.v.
Codice Fiscale, Partita IVA e Registro Imprese di Milano n. 07722780967 - R.E.A. Milano 1977842
Iscritta al Registro dei Revisori Legali al n. 167911 con D.M. del 15/03/2013 G.U. n. 26 del 02/04/2013
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Other matters

The Company, as requested by the Italian Law, included in the explanatory notes the key figures from the latest financial statements of the company that exercises the management and coordination activities over it. Our opinion on Soccer S.a.s. di Brand Management S.r.l. financial statements does not extend to such figures.

Report on compliance with other laws and regulations

Opinion pursuant to art. 14, paragraph 2, letter e), of Legislative Decree n. 39/10

Management of Soccer S.a.s. di Brand Management S.r.l. is responsible for the preparation of the report on operations of Soccer S.a.s. di Brand Management S.r.l. as of 30 June 2017, including their consistency with the financial statements and their compliance with the applicable law.

We have performed the procedures required under audit standard (SA Italia) n. 720B in order to express an opinion on the consistency of the report on operations, with the financial statements of Soccer S.a.s. di Brand Management S.r.l. as of 30 June 2018 and on their compliance with law, and in order to assess whether they contain material misstatements, if any.

In our opinion the report on operations mentioned above is consistent with the financial statements of Soccer S.a.s. di Brand Management S.r.l. as of 30 June 2017 and is prepared in compliance with the law.

With reference to the assessment pursuant to article 14, paragraph. 2, letter e), of Legislative Decree n. 39/10 based on our knowledge and understanding of the entity and its environment obtained through our audit, we have nothing to report.

Rome, October 24, 2017

BDO Italia S.p.A.

Signed by Alessandro Fabiano
Partner



SOCCER S.A.S.
DI BRAND MANAGEMENT S.r.l.

FINANCIAL STATEMENTS

AS AT 30 JUNE 2017

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Soccer Sas di Brand Management Srl

Registered office *Via Emilia No. 47 - 00187 Rome*
Business premises *Via di Trigoria, km. 3,600 - 00128 Rome*
Tax Code *09305501000*
VAT Number *09305501000*

Economic and Administrative Index No. 1154259
PEC *soccer@pec.it*



SOCCER S.A.S.

DI BRAND MANAGEMENT Srl

FINANCIAL STATEMENTS

AS AT 30 JUNE 2017

SOCCER S.A.S.
DI BRAND MANAGEMENT Srl

FINANCIAL STATEMENTS AS AT 30 JUNE 2017

BALANCE SHEET - ASSETS

	Notes	30/06/2017	30/06/2016
A) NON-CURRENT ASSETS			
Start-up and expansion costs		25,045	46,290
Other fixed assets		1,113,494	895,395
Assets in progress and advance payments		0	214,995
Intangible assets with finite useful life	**1**	**1,138,538**	**1,156,680**
Plant and Equipment		128,148	9,940
Industrial and commercial equipment		51,697	40,938
Other tangible assets		365,192	28,985
Assets in progress		5,000	0
Property, equipment, plant and machinery	**2**	**550,037**	**79,863**
Subsidiaries		127,296,719	127,296,719
Investments	**3**	**127,296,719**	**127,296,719**
Receivables for loans		172,285,436	165,095,643
Other receivables		2,330,557	357,537
Other non-current assets	**4**	**174,615,993**	**165,453,180**
Total non-current assets		**303,601,287**	**293,986,442**
B) CURRENT ASSETS			
Inventories	**5**	**1,047,601**	**711,817**
Trade receivables		13,122,773	14,656,166
Receivables from subsidiary undertakings		167,575	87,625
Receivables from holdings		221,123	200,168
Trade receivables	**6**	**13,511,471**	**14,943,959**
Other current assets	**7**	**17,177,157**	**4,390,295**
Deferred charges	**8**	**1,101,713**	**854,650**
Tax receivables	**9**	**765,835**	**3,287,287**
Cash at bank and in hand	**10**	**811,771**	**980,190**
Total current assets		**34,415,548**	**25,168,198**
TOTAL ASSETS		**338,016,835**	**319,154,640**

SOCCER S.a.s.
DI BRAND MANAGEMENT Srl

FINANCIAL STATEMENTS AS AT 30 JUNE 2017

BALANCE SHEET - LIABILITIES

	Notes	30/06/2017	30/06/2016
A) CAPITAL AND RESERVES			
Share capital		123,432,270	123,432,270
Legal reserve		0	0
Discounting of rewards to employees' reserve		(210,068)	(332,750)
Carried-forward profit (loss)		(13,156,009)	0
Profit (loss) for the financial year		(8,790,833)	(13,156,009)
Total Capital and Reserves	**11**	**101,275,360**	**109,943,511**
B) NON-CURRENT LIABILITIES			
Long-term loans	**12**	201,436,506	176,144,655
Severance indemnity reserve	**13**	1,169,049	1,139,466
Deferred Income	**14**	9,178,192	9,266,369
Provisions for risks and charges	**15**	200,000	0
Total non-current liabilities		**211,983,747**	**186,550,490**
C) CURRENT LIABILITIES			
Payables to suppliers		19,082,602	15,528,492
Payables to subsidiaries		609,130	3,214,901
Trade payables	**16**	**19,691,732**	**18,743,393**
Short-term loans	**17**	220,329	14,950
Deferred income	**18**	3,640,376	2,609,161
Tax payables	**19**	189,467	155,472
Social security payables	**20**	362,806	296,329
Other liabilities	**21**	653,018	841,334
Total Current Liabilities		**24,757,728**	**22,660,639**
TOTAL LIABILITIES AND CAPITAL AND RESERVES		**338,016,835**	**319,154,640**

SOCCER S.a.s
DI BRAND MANAGEMENT Srl

FINANCIAL STATEMENTS AS AT 30 JUNE 2017

OVERALL PROFIT AND LOSS ACCOUNT	Notes	30/06/2017	30/06/2016
Proceeds from sales		8,243,497	5,611,361
Sponsorships		5,397,109	5,064,233
Audio-visual rights		8,046,269	7,838,677
Advertising		15,311,036	14,962,560
Other different proceeds		333,731	810,594
Total operating revenues	**22**	**37,331,642**	**34,287,425**
Purchases of raw materials and consumables	**23**	**(4,053,230)**	**(1,758,032)**
Change in stocks	**23**	**335,784**	**(662,765)**
Insurance expenses		(113,802)	(35,327)
Administrative and general expenses		(8,056,006)	(8,508,174)
Advertising and promotion expenses		(7,091,888)	(6,782,751)
Services	**24**	**(15,261,697)**	**(15,326,252)**
Hire and leases	**25**	**(27,556,002)**	**(26,535,211)**
Wages and salaries		(4,610,410)	(3,243,592)
Social security costs		(1,203,403)	(883,306)
Severance indemnity reserve		(385,336)	(197,891)
Staff costs	**26**	**(6,199,149)**	**(4,324,789)**
Indirect taxation for the period		(82,894)	(120,129)
Extraordinary costs		(3,387)	(103,770)
Other costs		(997,896)	(925,942)
Other management charges	**27**	**(1,084,176)**	**(1,149,841)**
Total operating costs before depreciation, amortization and other write-downs		**(53,818,469)**	**(49,756,890)**
Earnings before interest, taxes, depreciation and amortization (EBITDA)		**(16,486,827)**	**(15,469,466)**
Amortization of intangible fixed assets		(472,705)	(103,993)
Depreciation of tangible fixed assets		(120,522)	(71,501)
Current receivables write-downs		(1,212,970)	(896,672)
Depreciation, amortization and other write-downs	**28**	**(1,806,198)**	**(1,072,166)**
Provisions for risks	**29**	**(200,000)**	**0**
Earnings before interest and taxes (EBIT)		**(18,493,024)**	**(16,541,632)**
from third parties		21,777,762	14,440,835
Financial and similar proceeds	**30**	**21,777,762**	**14,440,835**
from subsidiaries		(11,978,324)	(10,987,385)
from third parties		(96,112)	(67,514)
Financial and similar charges	**31**	**(12,074,436)**	**(11,054,899)**
Exchange profit/loss	**32**	(1,135)	(314)
Net financial items		**9,702,191**	**3,385,622**
Profit/Loss before taxes		**(8,790,833)**	**(13,156,009)**
Taxes for the period	**33**	**-**	**-**
Profit (loss) for the financial period		**(8,790,833)**	**(13,156,009)**
Other items of the overall profit/losses	**34**	**122,682**	**(212,472)**
Total overall profit/losses for the financial period		**(8,668,151)**	**(13,368,481)**

(Amounts in thousands of EUR)	SHARE CAPITAL	DISCOUNTING OF REWARDS TO EMPLOYEES RESERVE	CARRIED-FORWARD PROFIT (LOSS)	OPERATING PROFIT (LOSS)	CAPITAL AND RESERVES
Balance as at 30 June 2015	**123,432**	**(120)**	**-**	**126**	**123,438**
Profit of the year distribution	-	-	-	(126)	(126)
Provision for actuarial gains (losses) adjustment (IAS 19)	-	(212)	-	-	(212)
Profit (losses) as at 30 June 2016	-	-	-	(13,156)	(13,156)
Balance as at 30 June 2017	**123,432**	**(332)**	**-**	**(13,156)**	**109,944**

(Amounts in thousands of EUR)	SHARE CAPITAL	DISCOUNTING OF REWARDS TO EMPLOYEES RESERVE	CARRIED-FORWARD PROFIT (LOSS)	OPERATING PROFIT (LOSS)	CAPITAL AND RESERVES
Balance as at 30 June 2016	**123,432**	**(332)**	**-**	**(13,156)**	**109,944**
Profit (losses) of the year allocation		-	**(13,156**	13,156	-
Provision for actuarial gains (losses) adjustment (IAS 19)		122			122
Profit (losses) as at 30 June 2018		-	-	(8,791)	(8,791)
Balance as at 30 June 2018	**123,432**	**(210)**	**(13,156)**	**(8,791)**	**101,275**

CASHFLOW STATEMENT (EUR/000)	**30.06.2017** EUR/000	**30.06.2016** EUR/000
A) Profit/Loss before taxes	**(8,791)**	**(13,156)**
+ Depreciation, amortization and other write-downs of fixed assets	593	176
+ Provisions and other write-downs	1,213	897
+/- financial management	(9,702)	(3,386)
Change in final stocks	(336)	663
Change in current receivables	(12,815)	(1,677)
Change in current payables	948	5,720
Change in provisions for risks	200	(897)
Change in tax receivables	2,521	(2,269)
Change in tax payables and tax provisions	34	68
Change in other current liabilities	911	510
Change in other non-current assets	(1,973)	-
Change in non-current liabilities	(58)	(30)
+/-Tax management	-	-
B) Cash Flow from Operations	**(18,464)**	**(225)**
Change to investments in tangible and intangible assets (Depreciation – Change in non-current assets)	(1,045)	(1,384)
C) Cash Flow from Investments	**(1,045)**	**(1,384)**
Change to Capital and reserves	122	-
Financial proceeds (payment net financial charges)	21,781	14,441
Financial charges	(12,079)	(11,005)
Paid dividends	-	(126)
D) Cash Flow from Financial Assets	**9,824**	**3,260**

E) = (A+B+C+D) TOTAL CASH FLOW	**(18,476)**	**(11,505)**
Initial net financial position	**(10,084)**	**1,421**
Final net financial position	**(28,560)**	**(10,084)**

Reconciliation with the Balance Sheet	**30/06/2017**	**30/06/2016**
Cash and cash at bank and in hand	812	980
Fixed financial assets	172,285	165,096
Short-term financial liabilities	(220)	(15)
Fixed financial liabilities	(201,437)	(176,145)
Net Financial Assets (Liabilities)	**(28,560)**	**(10,084)**



SOCCER S.A.S.

DI BRAND MANAGEMENT S.R.L.

EXPLANATORY NOTES

TO THE FINANCIAL STATEMENTS

AS AT 30 JUNE 2017

GENERAL INFORMATION

Soccer S.A.S., di Brand Management S.r.l. (hereinafter also the "Company" or "Soccer") is a limited partnership (*Società in Accomandita Semplice*), incorporated and domiciled in Italy, with registered office at Via Emilia No. 47 in Rome. The Company is active in the areas of merchandising, editorial, marketing, sport sponsorships.

To better understand the analysis of the Company's economic and financial performance, it should be noted that the assets developed experience the consequences of the seasonal nature of the sport activity of A.S. Roma, and the performance of the competitions in which the first team participates. Therefore, the analysis of the economic and financial data shown below, must be carried out considering that the sport season coincides by now with the financial year.

APPROVAL OF THE SEPARATE FINANCIAL STATEMENTS

The Separate Financial Statements as at 30 June 2017, approved by the Board of Directors at the meeting held on 3 October 2017, are audited by the company BDO Italia S.p.A. whose report is annexed to these Explanatory Notes.

VALUATION CRITERIA AND ACCOUNTING STANDARDS

Soccer has adopted the IAS/IFRS International Accounting Standards (hereinafter, "IAS/IFRS Standards") for drawing up its financial statements and interim financial statements. Consequently, these Financial Statements are drawn up by applying these Standards, approved by the European Commission and supplemented by relevant interpretations issued by the International Accounting Standards Board (IASB), on the approval date of these Financial Statements by the Board of Directors of the general partner.

The Financial Statements is composed of the compulsory Accounts (Overall Profit and Loss Account, Balance Sheet, Statement of changes in Capital and Reserves and Cashflow Statement), accompanied by the Explanatory Notes. With reference to the schedules of the accounts, the distinction between "current/non-current assets" was adopted for the Balance Sheet, as a means of representing the assets and liabilities, while revenues and costs for the Profit and Loss Account are classified inherently. The Cashflow Statement is drawn up using the indirect method, by adjusting the profit of the year from other items of a non-cash nature.

The application of the IAS/IFRS Standards for drawing up of the Financial Statements involves, for Company management, forecasting accounting estimates based on aggregate and/or subjective judgments, on past experiences and on cases considered reasonable and realistic, on the basis of the information known when making the estimate. These estimates may affect the book value of the assets and liabilities, including potential. If in the future such estimates and assumptions, based on the Directors' best evaluation, should differ from the actual circumstances, they will be amended accordingly. All evaluations are carried out in the going concern perspective and by complying with the accrual accounting standard for the financial period.

The following Standards were complied with when drawing up these Financial Statements:

- entries were evaluated in the going concern perspective;
- entries were recorded according to accrual basis accounting;
- entries were presented and classified according to the Standard of consistency between financial years;
- each relevant class of similar line entries are shown separately in the Financial Statements; different entries or entries for other purposes are shown separately, unless these are irrelevant;
- assets and liabilities, proceeds and costs are not offset if not required or permitted by a Standard or an Interpretation.

Note that "Other Comprehensive Income" was not included in the statement of the Overall Profit and Loss Account considering that there was none (equal to zero) in this financial year nor in the previous.

For the most significant entries, the evaluation criteria and accounting standards adopted are reported below, considering that, during the period, no circumstances occurred that made it necessary to disregard the provisions contained in an IAS/IFRS Standard, or in an interpretation thereof.

ADOPTION OF NEW ACCOUNTING STANDARDS, AMENDMENTS AND INTERPRETATIONS ISSUED BY THE IASB

ACCOUNTING STANDARDS, AMENDMENTS AND RECENT INTERPRETATIONS ISSUED BY THE IASB

ACCOUNTING STANDARDS, AMENDMENTS AND INTERPRETATIONS APPLICABLE FROM 1 JULY *2016*

- Commission Regulation (EU) No. 2015/2113 of 23 November 2017, published in the Official Journal L 306 of 24 November has adopted Amendments to IAS 16 Property, Plant and Equipment and IAS 41 Agriculture: bearer plants. The IASB has decided that plants that are used exclusively for growing agricultural products over the course of several years, known as bearer plants, should be subject to the same accounting treatment as property, plant and equipment provided for under IAS 16, since the way they "work" is similar to that of manufacturing production. These changes have had no effect on the assessment of the related items and on the notice indicated in this Financial Report.

- Commission Regulation (EU) 2015/2173 of 24 November 2015, published in the Official Journal L 307 of 25 November, has adopted Amendments to IFRS 11 Financial reporting by entities that have an interest in arrangements that are controlled jointly (Joint Arrangements). The amendments provide clarifications on posting in the accounts acquisitions of interests in joint arrangements constituting a going concern. These changes have had no effect on the assessment of the related items and on the information notice indicated in this Financial Report.

- Commission Regulation (EU) 2015/2231 of 2 December 2015 , published in the Official Journal L 317 of 3, December has adopted Amendments to IAS 16 Property, Plant and equipment and IAS 38 Intangible assets: Clarification of acceptable methods of depreciation and amortization. These amendments have had no effect on the assessment of the related items and on the disclosure provided in this Financial Report.

- Commission Regulation (EU) 2015/2343 of 15 December 2015, published in the Official Journal L 330 of 16 December, has adopted the annual improvements to IFRSs 2012-2014 cycle, in the context of the ordinary activity of rationalizing and clarifying international accounting standards. They relate largely to clarifications and, therefore, their adoption did not have a significant impact on this Financial Report.

- Commission Regulation (EU) 2015/2406 of 18 December 2015, published in the Official Journal L 333 of 19 December, has adopted Amendments to IAS 1 Presentation of Financial Statements: Disclosure Initiative. The amendments aim to improve the effectiveness of the disclosure and encourage companies to identify with their professional judgment the information to be indicated in the financial statements as part of the application of IAS 1. These amendments have not had a significant impact on the disclosure provided in this Financial Report.

- Commission Regulation (EU) 2015/2441 of 18 December 2015, published in the Official Journal L 336 of 23 December, has adopted Amendments to IAS 27 Consolidated Separate Financial Statements: Equity method in separate financial statements. The changes are intended to allow companies to apply the equity method to account for investments in subsidiaries, joint ventures and associates in their separate financial statements. These amendments have had no effect on the assessment of the related items and on the information provided in this Financial Report.

- Commission Regulation (EU) 2016/1703 of 22 September 2016, published in the Official Journal L 257 of 23 September 2016 has adopted the document " Investment Entities: Applying the Consolidation Exception", which amends IFRS 10 Consolidated Financial Statements, IFRS 12 Disclosure of Interests in Other Entities and IAS 28 Investments in Associates and Joint Ventures. The amendments aim to clarify the requirements for accounting for investment entities and to provide for exceptions in particular situations. These changes have had no effect on the assessment of the related items and on the disclosure provided in this Financial Report.

Accounting Standards, amendments and interpretations not yet applicable and not adopted in advance by the Company

- Commission Regulation (EU) No. 2016/1905 of 22 September 2016, published in the Official Journal L 295 of 29 October 2016, adopted IFRS 15 Revenue from Contracts with Customers, aimed at improving the financial reporting of revenue and to improve comparability of the top line in financial statements. Each company shall apply the standard, at the latest, as from the commencement date of its first financial year starting on or after 1 January 2018. The Company does not foresee significant impacts on its own financial statements resulting from the application of the new standard. A more detailed analysis will be carried out in the future to determine the possible effects.

- Commission Regulation (EU) No. 2016//2067 of 22 November 2016, published in the Official Journal L 323 of 29 November 2016, adopted IFRS 9 Financial Instruments, aimed at improving the financial reporting of financial instruments by addressing concerns that arose in this area during the financial crisis. In particular, IFRS 9 responds to the G20's call to move to a more forward-looking model for the recognition of expected losses on financial assets. Each company shall apply the standard, at the latest, as from the commencement date of its first financial year starting on or after 1 January 2018. The Company is currently assessing the effects deriving from the application of the new IFRS 15 standard.

Accounting Standards, amendments and interpretations not yet applicable as they have not yet been endorsed.

IFRS 14 - Regulatory Deferral Accounts.

- IFRS 16 - Leases
- Clarifications to IFRS 15.
- Amendments to IFRS 10 and IAS 28 - Sale or Contribution of Assets between an Investor and its Associate or Joint Venture.
- Amendments to IAS 12 - Recognition of Deferred Tax Assets on Unrealized Losses.
- Amendment to IAS 7 - Disclosure initiative.
- Amendment to IFRS 2 - Classification and Measurement of Share based payment transactions.
- Amendments to IFRS 4 - Applying IFRS 9 Financial Instruments with IFRS 4 Insurance Contracts

The abovementioned and further amendments to Accounting Standards and interpretations, which should be made applicable from the next financial year, are considered to have no significant effect on the Financial Statements.

Intangible assets

IAS 28 (Intangible assets) defines intangible assets as an identifiable non-monetary asset without physical substance. These assets are defined as resources and, therefore, can be recorded in the financial statements if, in addition to the requirement of identifiability, they are controlled by the Company as a result of past events, and are likely to generate future economic rewards for the same.

The requirement of identifiability is fulfilled if the intangible asset:

- can be separated, or is capable of being separated, detached, sold, transferred, licensed, leased or exchanged, either individually or jointly with the related contract, assets or liabilities;

- derives from a contractual right or other legal rights, irrespective of whether these rights are transferable by the Company or other rights and obligations.

The Company controls an asset if it has the ability to take advantage of its future economic rewards arising from the resource itself and may also restrict access to those rewards to third parties. This ability to control

economic rewards usually derives from the existence of exclusive legal rights, even if, in fact, it is not limited to the existence of these, since it may be able to control its future economic rewards in some other manner.

A further condition is the ability of the asset to generate future economic rewards, be these revenues, reduction of costs or rewards arising from the direct use of the asset itself. Therefore, the asset is recorded where there is a likelihood of future economic rewards, assessed using reasonable and sustainable assumptions that represent Management's best estimate of the economic conditions that will exist in the course of the useful life of the asset itself. This assessment is performed on the purchase date of the asset.

Where payment of an intangible asset is deferred beyond normal payment terms, it shall be recorded in the financial statements on the basis of its current net value; the difference between this value and the total payment is accounted for as a financial charge during the useful life of the debt.

Assets with a finite useful life are systematically amortized from the moment the asset is available for use, and their recoverability is verified according to the criteria laid down in IAS 36.

Assets with an indefinite useful life are not subject to systematic amortization but are subject to annual recoverability verification (impairment test) according to the criteria laid down in IAS 36.

Property, Plant and Equipment

For Accounting Standard IAS 16 (Property, Plant and Equipment), Property, Plant and Equipment are tangible items that used in the production or supply of goods and services, or for administrative purposes and, therefore, not held for the sale, nor for the purpose of real estate investment. That entry, therefore, includes:

- prepayments or deferrals, common to several financial years, the breakdown of which will contribute to forming the income and the consolidated statement of financial position for several consecutive financial years;
- tangible items and prepayments to suppliers to purchase the same, with long-term economic usefulness.

Property, Plant and Equipment are recognized as assets when:

- it is probable that the future economic benefits associated with the asset will flow to the entity,
- the cost of the asset can be measured reliably.

The certainty requirement that the future economic benefits associated with an asset will flow to the entity is usually linked to the transfer of all the risks and rewards related to it.

Property, Plant and Equipment are initially recorded at cost, which includes, other than the purchase or production cost, directly attributable costs or those necessary to bring the asset to working condition for its intended use.

After the initial recognition, the measurement can be carried out, according to the cost model, or that of the revaluation model, by applying the chosen standard to an entire class of Property, Plant and Equipment.

Under the cost model, an asset is carried at its cost less any accumulated depreciation and any accumulated impairment losses.

Under the revaluation model, however, an asset is carried at a revalued amount, being its fair value at the date of revaluation less subsequent depreciation and impairment, provided that fair value can be measured reliably.

The Company has adopted the cost model and, therefore, the value of an asset is posted at cost, is rectified by the systematic depreciation from the time the asset is available and ready for use, calculated in relation to the residual possibility of use of the same, namely on the basis of its useful life. The systematic nature of the depreciation is defined in the depreciation plan according to the following elements:

- depreciable amount;
- depreciation period;

- criteria for allocating the depreciable amount.

The estimated useful life for various classes of assets is represented by the following rates:

Furniture and furnishings	12%
Electronic machinery	20%
Cash registers	25%
Business equipment	15%
Store furnishings	15%
Shop furniture	17%
Telephone systems	20%
Air conditioning systems	15%

The residual value and the useful life of the tangible assets are revalued annually and updated, where necessary, at the end of each financial year.

The carrying amount of an asset is kept in the financial statements in so far as there is evidence that this value can be recovered by use. In determining the possibility of higher accounting values compared to the recoverable value, each significant element of the fixed asset is assessed separately, on the basis of its useful life; however, multiple items whose estimated useful life is similar can be grouped.

The costs inherent to the expansion, modernization or improvement of the structural elements are capitalized only within the limits in which they meet the requirements to be separately classified as assets or part of another asset.

The charges incurred for ordinary maintenance and repairs, or to maintain the efficiency of the fixed assets to guarantee the useful life and production capacity originally forecasted, represent the costs for the financial year in which they are incurred.

Investments in other companies

Investments are accounted for depending on whether they refer to:

- Subsidiaries, over which control is exercised, in accordance with IAS 27;
- Associated undertakings, identified in accordance with IAS 28, such as those over which a substantial influence is exerted (which is presumed when at least 20% of the votes may be exercised in the ordinary shareholders' meeting), and which are neither subsidiaries nor jointly-controlled investments;
- Parent companies;
- Other undertakings, which do not meet the requirements of subsidiaries, or undertakings under considerable influence, and are not intended for sale.

Investments in related companies are recorded using the equity method.

The other investments are valued at fair value or, where this cannot be measured reliably, at cost, potentially rectified to take account of reductions in value.

If, while drafting the Financial Statements, a loss in the value of the investment is established, its carrying amount is reduced to align it with its recoverable value, unless the loss has already been considered in the calculation of the purchase price.

Financial assets

Financial assets, measured between the current and non-current assets, on the basis of their maturity and the forecasts of the time in which they will be converted into monetary assets, may refer to loans,

receivables, securities (held with the intent to keep them in portfolio until maturity), and all financial assets for which no quotations are available in an active market and whose fair value cannot be reliably determined.

For the purposes of evaluation, financial assets are divided into the following classes:

- financial assets valued at fair value recorded in the Profit and Loss Account;
- receivables and financing;
- financial assets to be held up to maturity;
- financial assets available for sale.

Individual financial assets are classified in one of the above classes at the time of their initial recording. The directors then check the validity of the initial allocation at each Financial Statements' date.

Financial assets valued at fair value recorded in the Profit and Loss Account include assets held for trading, and financial assets designated by management to be valued at fair value recorded in the Profit and Loss Account since their purchase.

Receivables and loans consist of non-derivative financial assets, with fixed or determinable maturities, which are not traded in active markets, and included among the current assets, with the exception of those maturing twelve months after closing the Financial Statements, which are classified under non-current assets.

Financial assets to be kept up to maturity consist of non-derivative financial investments, which the Company intends to and has the ability to maintain up to maturity. Their classification under current or non-current assets depends on the capitalization forecasts within or beyond the twelve months after the closing date of the Financial Statements.

Financial assets available for sale are a residual category, consisting of non-derivative financial instruments designated in this entry by directors, or which are not attributable to any of the other classes of financial investments. These assets are included under non-current assets, unless they are intended for sale in the following twelve months.

Financial assets, irrespective of the classification compartment, are valued at fair value at the time they are initially recorded.

After their initial recording:

- Financial assets valued at fair value entered in the Profit and Loss Account and financial assets available for sale, are recorded at fair value. In the first case, changes in fair value are recorded in the Profit and Loss Account during the period in which they occur, while in the second, in Capital and Reserves' special reserve, which will be transferred into the Profit and Loss Account when the financial asset is actually transferred or, in the case of negative changes, when it is clear that the reduction of value excluded from the Capital and Reserves cannot be recovered;

- Receivables and loans and financial assets to be maintained up to maturity are recorded using the amortized cost criterion, according to the actual rate of return method. Any losses in value are recorded in the Profit and Loss Account. The value of previously reduced assets due to impairment losses is recovered where the underlying causes of devaluation cease.

Non-current assets held for sale, directly related liabilities and discontinued operations

Separate proof of "assets held for sale" and relevant liabilities, relates to the need for more transparent budgetary information.

The 3 case studies of assets identified by IFRS 5, requiring different accounting and classification treatments compared to other assets, are:

- non-current assets (or group of assets) held for sale;
- assets for disposal;

- discontinued operations.

Assets held for Sale

For the purposes of identifying the assets (or "groups of assets") held for sale, it is necessary that, at the Financial Statements' closing date, they are immediately available for sale, in the conditions in which they are found at the time of classification, and that the sale is highly probable. Therefore:

- management must be committed to a plan to sell;
- a sales plan must be formalized;
- the asset must be sold at a value that is reasonably consistent with its fair value on the transaction date;
- the provision of the time limit for sale must not exceed twelve months from when the asset was classified as an "asset held for sale". However, where the shift in the time limit for sale of more than twelve months is caused by circumstances outside the Company, the classification may be maintained provided that the other identifying conditions of a commitment by the undertaking are met;
- the actions to be taken to execute the sales plan must indicate that there are no significant changes in the plan, nor withdrawal of the same.

Assets for disposal

Assets for disposal are identified as assets whose carrying amount will be recovered by their continuous use by the Company, rather than by a sale. These assets, therefore, are neither assessed nor classified as non-current assets held for sale but classified in the individual items in the Balance Sheet. Where these are represented by depreciable assets, the depreciation process is not interrupted.

Discontinued operations

In order for an asset sold or classified as an asset held for sale to be classified as a "discontinued operation", it must meet the following requirements:

- represent a separate business line from the rest of the business, or a geographic area of operations;
- be part of a coordinated plan to sell a business line, or geographic area of operations;
- be a subsidiary acquired with the sole intent of a subsequent sale.

Trade receivables and other receivables

Trade receivables and other receivables included in the current or non-current assets are initially recorded at fair value and subsequently assessed at fair value, or at the amortized cost on the basis of the effective interest rate. Where there is objective evidence of indicators of value reduction, the asset is reduced so that it is equal to the actual value of the expected cash flows.

Specifically, provisions for loss of value of trade receivables or other receivables are made when there is objective evidence that the Company will not be able to cash the full amount of the receivable claimed. The amount of the provision is equal to the difference between the receivable's book value and the current value of future cash flows, calculated using the effective interest rate.

Inventories

Inventories included in Current assets are measured at the lower of cost and net realizable value based on the IAS 2 Accounting Standard, to detect any loss in value caused by damage, deterioration, obsolescence, as negative income items in the period in which the same are foreseeable, and not in the one in which they are capitalized as a result of their sale.

The cost of inventories, calculated by the Weighted Average Cost method, includes all purchase and processing costs and other costs incurred to bring the inventories to the current place and conditions.

Cash at bank and in hand

The cash at bank and in hand, recorded among the current assets of the Balance Sheet, consisting of actually existing funds, are represented by:

- cash;
- securities and the like;
- bank cheques and bank drafts drawn on the main fund and the decentralized funds;
- deposits with banks and credit institutions in general, available for current operations;
- post office accounts;

Provisions for risks and charges

Provisions for risks and charges are recorded in connection with specific losses and charges, established as existing or likely to exist, of which, however, on the financial year's closing, the amount and/or the date of occurrence cannot be determined.

Provisions are recorded in accordance with the Accounting Standard IAS 37, when:

- the Company is subject to a current (legal or implied) obligation as a result of a past event;
- it is likely that the use of economic resources will be necessary to meet this obligation;
- it is possible to reliably estimate the amount required to meet the obligation.

Provisions are determined on the basis of the directors' best estimates regarding the sums necessary to meet the obligations existing on the relevant date.

Severance indemnity reserve

Soccer only uses pension schemes that fall within the category of "defined benefit (or contribution) plans". Specifically, the only form of benefit upon termination of employment distributed by the Company to its employees is the Severance Indemnity (TFR), payable on the basis of Article 2120 of the Italian Civil Code.

This benefit, in compliance with the IAS 19 Accounting Standard, is part of a defined contribution plan, in which the Company undertakes to grant agreed benefits to employees in service and to former employees by accepting the actuarial risks (that benefits are lower than expected), and of investments (that the assets invested are insufficient to meet the expected contributions) related to the plan. The cost of this plan, therefore, is not defined according to the contributions payable for the financial year, but determined on the basis of demographic assumptions, statistics and on the wage dynamics forecast.

In accordance with IAS 19 forecasts, the Balance Sheet records the amount of the liability relating to future benefits, equal to the current value of the obligation at the closing date of the Financial Statements, increased by any net actuarial gains, and deducting (i) any social security costs related to past work services not yet recorded; (ii) the fair value on the relevant date of the Financial Statements of the assets at the service of the plan (if any) that will serve to directly discharge the obligations.

For the accounting entries in the Profit and Loss Account of the cost items related to these plans, the Projected Unit Credit Method is used, which allows for diluting, over several financial periods, the effect deriving from the modification of some evaluative parameters. Consequently, actuarial gains and losses are recorded as income or costs for the period.

The modifications made to the Severance Indemnity (TFR) by Law No. 296 of 26 December 2006 and subsequent decrees and regulations, issued in 2007, did not concern Soccer. Therefore, no changes have been made to the valuation criteria and Accounting Standards compared to prior financial years.

Financial liabilities

Financial liabilities are initially recorded at fair value, net of all transaction costs, and subsequently valued at amortized cost, using the effective interest rate criterion.

These liabilities are classified as current liabilities, unless the Company is entitled to make its repayment over the following twelve months. In this case, only the portion of the liability expiring in twelve months is classified as the current liability, while the remaining part will consist of non-current liabilities.

A financial liability, or part thereof, is eliminated from the Balance Sheet when, and only when, it has been extinguished, that is, when the obligation has been fulfilled, or has been cancelled, or is time-barred. An exchange between the debtor and creditor of debt instruments with substantially different conditions will be recorded as an extinction of the original financial liability and by recording a new financial liability. Similarly, a substantial change to the conditions of an existing financial liability, or part thereof, will be recorded as the extinction of the original liability and recording a new financial liability. The difference between the carrying amount of a financial liability, or part thereof, which is extinguished or transferred to a third party, and the fee paid, including any non-monetary assets transferred or liabilities accepted, will be recorded in the Profit and Loss Account.

Current and deferred taxes

Current taxes are calculated on the basis of the estimate of the taxable income for the financial year. It should be noted that on 2 March 2009 the Company, as the conditions were met, exercised the option to establish the net production value under Article 5-bis, paragraph 2, of Legislative Decree No. 446/1997. The abovementioned option, irrevocably valid for the 2009-2011 three-year period, was automatically renewed for the 2012-2014 three-year period and, additionally, in the following 2018-2020 three-year period and allows for calculating the IRAP (Italian Regional Tax on Productive Activities) tax base according to the modalities imposed by the reformulated Article 5 of the abovementioned decree for IRES (Italian Tax on Corporate Income) taxpayers.

Deferred taxes are calculated on all possible temporary differences existing between the fiscal value of assets and liabilities and the relative carrying amount, using the rates that are reasonably expected to be in force when the deferred tax assets are capitalized, or the deferred tax liabilities are paid. Specifically, deferred tax assets are recorded insofar as the existence of sufficient future taxable incomes are considered likely to compensate for the temporary differences when they are cancelled.

Revenues and Costs

Revenues (recorded net of any returns, discounts, rebates and premiums), and Operating Costs, are recorded in the Profit and Loss Account according to the accrual basis principle and, under the IAS 18 Accounting Standard, when it is likely that the economic benefits arising from operations will flow to the Company and their amount can be reliably assessed.

Interest receivable and payable

Receivable and payable interest is recorded in the Profit and Loss Account for all instruments based on the amortized cost, according to the effective interest rate method.

Financial charges directly attributable to the acquisition, construction or production of goods that justify their capitalization (i.e. goods requiring a significant period of time to be ready for use or for sale) are capitalized as part of the cost of the asset itself.

Interest also includes the net balance, positive or negative, of the differentials and margins relating to any existing financial derivative hedging contracts.

Functional and reporting currency

The Euro is the functional and reporting currency of the Company. The data displayed in the accounting statements are presented in Euro units, while those displayed in the illustrative notes are Amounts in thousands of Euro.

Foreign currency transactions and balances

Foreign currency transactions are converted at the exchange rate in force on the transaction date. Profits and losses on exchange rates arising from the settlement of such transactions and from the conversion to the end-of-period exchange rates of monetary assets and liabilities in foreign currencies are recorded in the Profit and Loss Account.

Consolidated Financial Statements of the Group

The Company controls ASR Media and Sponsorship S.r.l., under Article 2359 of the Italian Civil Code, and by virtue of this control, it is required to draw up the Consolidated Financial Statements under IFRS 10 Accounting Standard. However, the Company, in accordance with paragraph 4 of IFRS 10 Accounting Standard, opted for the exemption considering that the parent company A.S. Roma S.p.A. (hereinafter, also "**AS Roma**"), a joint stock company (*Società per azioni*), incorporated and domiciled in Italy, with registered office at Piazzale Dino Viola No. 1 in Rome, whose shares are listed on the standard regulatory market segment - Class 1, organized and managed by Borsa Italiana S.p.A., has drawn up the Consolidated Financial Statements, inclusive of the same A.S. Roma S.p.A. and its subsidiaries: Soccer S.a.s. di Brand Management S.r.l. (hereinafter, "**Company**" or "**Soccer Sas**") and from the previous financial year; ASR Media and Sponsorship S.r.l. (hereinafter, "**ASR Media**" or "**MediaCo**") , in compliance with International Financial Reporting Standards. These Consolidated Financial Statements are available on the website www.asroma.it.

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ANALYSIS OF BALANCE SHEET ITEMS

ASSETS

A) NON-CURRENT ASSETS

1 – Intangible assets with finite useful life

Amounting to EUR 1,138 thousand (EUR 1,157 thousand on 30 June 2016), decreased by EUR 18 thousand in the financial year as a result of net investments, for EUR 454 thousand, and depreciation, for EUR 473 thousand. They are substantially related to managerial and administrative software and to the capitalization of costs related to the completion of the website, to the work carried out to make operational or improve the functionality of the points of sale at Piazza Colonna and Roma Est. The entry for the assets under consideration also includes jobs and consulting services to build the point of sale at Via del Corso (henceforth also “Downtown"). The aforementioned movement is shown below:

(Amounts in thousands of EUR)	Balance as at 30.06.16			Historical Cost		Depreciation provisions		Balance as at 30.06.17		
Description	Historical Cost	Depreciation Provisions	Financial statements value	Incr.	Decr.	Depreciation	Uses	Historical Cost	Depreciation Provisions	Financial statements value
Licensing Software	150	(104)	46	-	-	(21)	-	150	(125)	25
Improvements third-party assets	1,043	(147)	896	669	-	(452)	-	1, 712	(599)	1,113
Fixed assets	215	-	215		(215)	-		-	-	-
Totals	**1,408**	**(251)**	**1,157**	**669**	**(215)**	**(473)**	**-**	**1,,862**	**(724)**	**1,138**

2 – Property, equipment, plants and machinery

Amounting to EUR 550 thousand (EUR 80 thousand on 30 June 2016), increased by EUR 470 thousand mainly as a result of the purchase of new equipment and furnishings used in the stores at Via del Corso., They consist of the following fixed assets, the movements for which are shown below:

(Amounts in thousands of EUR)	Balance as at 30.06.16			Historical Cost			Depreciation funds			Balance as at 30.06.17		
Description	Historical Cost	Depreciation Provisions	Financial statements value	Incr.	Reclassified	Decr.	Depreciation	Reclassified	Uses	Historical Cost	Depreciation Provisions	Financial statements value
Plants and machinery	**56**	**(46)**	**10**	**154**	**-**	**-**	**(36)**	**-**	**-**	**210**	**(82)**	**128**
Industrial and commercial equipment	**276**	**(235)**	**41**	**51**	**-**	**-**	**(40)**	**-**	**-**	**327**	**(275)**	**52**
Other assets	**736**	**(707)**	**29**	**380**	**-**	**-**	**(44)**	**-**	**-**	**1, 116**	**(751)**	**365**
Tangible assets in progress	**-**	**-**	**-**	**5**						**5**	**-**	**5**
Totals	**1,068**	**(988)**	**80**	**590**	**-**	**-**	**(120)**	**-**	**-**	**1,658**	**(1,108)**	**550**

Plants and machinery

Amounting to EUR 128 thousand (EUR 10 thousand on 30 June 2016), net of the corresponding accumulated depreciation, they refer to specific plants, surveillance, cooling, air conditioning and telephone systems. They were increased by EUR 118 thousand due to the acquisition of new plants related to the equipment inside the Downtown store.

Industrial and commercial equipment

Amounting to EUR 52 thousand (EUR 41 thousand on 30 June 2016), net of the corresponding accumulated depreciation, they refer mainly to commercial equipment located in the stores.

Other assets

Amounting to EUR 365 thousand (EUR 29 thousand on 30 June 2016), net of the corresponding accumulated depreciation, they mainly refer to the furniture and furnishings at the point of sale at Via del Corso, as well as electronic office machines and cash registers located in the *AS Roma Store* points of sale.

Tangible assets in progress

Amounting to an overall EUR 5 thousand (not recorded as at 30 June 2016), they refer to the building work still to be completed in the points of sale at via del Corso.

3 – Investments in other companies

The account balance, amounting to EUR 127,297 thousand (EUR 127,297 thousand on 30 June 2016), did not change and is related to the investment in the subsidiary **ASR Media and Sponsorship S.r.l.** (hereinafter, **"MediaCo"**), incorporated on 2 December 2014 together with the A.S. Roma S.p.A., by means of a business unit contribution that included the trademarks, marketing, licensing and sponsorship activities.

The stake, amounting to a par value of EUR 177,320, equal to 88.66% of the share capital, was recorded at an initial value of EUR 126,072 thousand, equal to the estimate of the carrying amount of the contributed Business Unit that resulted from the qualified external expert's specific report. Subsequently, on 11 February 2015, on the basis of contractual agreements, the effective value of the contribution was recalculated, resulting in the adjustment to the initial estimated value for EUR 1,225 thousand and a corresponding increase in the value of the stake, currently recorded at EUR 127,297 thousand.

An impairment test was carried out on the value of the Investment in ASR Media and Sponsorship S.r.l., also with the support of a report on the estimate of the recoverable value prepared by an independent expert. Since the recoverable value was higher than the carrying amount, no write-downs were made in the financial year under consideration.

The estimate of the recoverable value was based on the actualization of the expected income flows, which reliably approximate the financial flows. The estimate of expected flows considered the forecast of the profit/losses for the current season and a full operation projection based on an average of recent historical profit/losses and the profit/losses for the current season, rectified where necessary to ensure that it maintained the current income capacity of the subsidiary. The pre-tax WACC actualization rate considers current capital market conditions, the specific risk of the business and the financial structure of AS Roma on the estimate's relevant date. The WACC amounted to 6.4%. A sensitivity analysis was conducted on the basis of which a 10% negative variance of WACC and standard revenues would not result in value reductions.

A summary of the most significant accounting data of the subsidiary is shown in the table below.

SUMMARY OF THE ESSENTIAL DATA OF THE SUBSIDIARIES, ASSOCIATED COMPANIES AND OTHER COMPANIES

(data in thousands of EUR based on the latest approved financial statements)

	% of Investment	Share Capital	Capital and Reserves	Value of Production	Net profit (Loss)	Other non-current assets and Fixed assets	Total Assets	Total Liabilities
ASR Media and Sponsorship S.r.l. (1)	88.66	200	134,954	22,701	12,566	357,827	391,359	256,405

(1) = Data from the financial statements as at 30 June 2017

4 - Other non-current assets

Other non-current assets amount overall to EUR 174,616 thousand (EUR 165,453 thousand on 30 June 2016), increased by EUR 9,163 thousand in the financial year, are composed, respectively, of:

- EUR 172,285 thousand (EUR 165,096 thousand on 30 June 2016), for the loan disbursed in February 2015 to A.S. Roma S.p.A., in the context of the overall financing operation of the AS Roma Group, already as described in the Management Report, to which reference is made. The loan, with an initial maturity in February 2021, extended in the financial year to June 2023, recorded a net increase of EUR 7,189 thousand in the financial year and consists of: EUR 150,334 thousand (EUR 150,334 thousand on 30 June 2016) from the share capital and EUR 21,951 thousand (EUR 14,762 thousand on 30 June 2016), of interest payable accrued on 30 June 2017;
- EUR 305 thousand (EUR 305 thousand on 30 June 2016), for security deposits paid in relation to the leases of commercial establishments at Via Appia, Piazza Colonna, Roma EST and the new *AS Roma store* at via Corso (Downtown;
- EUR 2,026 thousand, from the residual VAT credit (EUR 52 thousand on 30 June 2016) accrued to 31 December 2016 and payable after the following financial year, by virtue of the restrictions imposed by the current tax law. Please note that, from January 2017, the Company participated in the procedure to settle the VAT of the Group carried out by the parent company NEEP Roma Holding S.p.A..

B) CURRENT ASSETS

5 - Inventories

Amounting to EUR 1,048 thousand (EUR 712 thousand on 30 June 2016), they increased by EUR 336 thousand in the financial year as a result of the trade policies adopted. They refer to the inventories of AS Roma branded products intended for marketing, in the context of merchandising activities. For the purposes of their evaluation, the Weighted Average Cost Criterion was applied, considering the lower value between the latter and that of the presumed realized value, as inferred from the market trend.

6 – Trade receivables

Amounting to 13,511 thousand (EUR 14,944 thousand on 30 June 2016), they increased by EUR 1,433 thousand in the financial year and consist of the following receivables:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
Receivables from parent companies	221	200	21
Receivables from subsidiaries	168	88	80
Receivables from other associates	1,484	1,001	483
Other trade receivables	11,638	13,655	(2,017)
Total	**13,511**	**14,944**	**(1,433)**

Receivables from parent companies, amounting to EUR 221 thousand (EUR 200 thousand to 30 June 2016), up by EUR 21 thousand, are due from ASR SPV LLC and related to charging back the costs incurred, in preparation for the planning and construction of the new stadium.

Receivables from subsidiaries, amounting to EUR 168 thousand (EUR 88 thousand, on 30 June 2016), were claimed from ASR Media and Sponsorship, as a result of proceeds for commercial arrangements channeled through MediaCo, to guarantee the performances undertaken in the abovementioned financing transaction. Specifically: EUR 16 thousand (EUR 39 thousand on 30 June 2016), related to proceeds received by MediaCo for services rendered in the hospitality area of the Stadio Olimpico included in the sponsorship contracts, not covered by the contributed business unit, and EUR 152 thousand (EUR 49 thousand on 30 June 2017) concerning receivables generated by activities that have been conferred.

Receivables from other associated companies amounting to EUR 1,484 thousand on 30 June 2017 (EUR 1,001 thousand on 30 June 2016) are from A.S. Roma (46 thousand euro at June 30, 2016) for business relationships in the financial year. The outstanding balance as at 30 June 2016 amounting to EUR 955 thousand, was instead for receivables due from the Raptor Group for merchandising sales managed by the subsidiary through the “e-commerce” channel, whose was collected in full occurred during the year.

Other trade receivables, amounting to EUR 11,638 thousand (EUR 13.655 thousand as at 30 June 2016), decreased by EUR 2,017 thousand in the financial year. They consisted of the proceeds generated from Nike amounting to EUR 3,070 thousand (EUR 2,239 thousand as at 30 June 2016), as a result of the contract signed with the latter in 2013; as well as receivables relating to advertising proceeds attributable to the commercial activities carried out during the matches of the AS Roma first team at the Olympic Stadium amounting to EUR 5,787 thousand (EUR 6,447 thousand as at 30 June 2016); receivables from proceeds generated by audio-visual rights recognized by Sky Italia, amounting to EUR 1.109 thousand (EUR 1,647 as at 30 June 2016); and, lastly, to other trade receivables amounting to EUR 2,781 thousands (EUR 3,368 thousand as at 30 June 2016).

These receivables are shown net of the relevant bad debt provision, amounting to EUR 3,846 thousand (EUR 3,062 thousand on 30 June 2016), increased by EUR 784 thousand after the updated evaluations on the recoverability of the trade receivables, in accordance with the provisions of the IFRS 7 Accounting Standard, the aforementioned trade receivables are broken down by classes of overdue amounts as at 30 June 2017:

Amounts in thousands of EUR	30.06.17	30.06.16
Customers for invoices to be issued	3,826	2,384
Not overdue trade receivables from subsidiaries	168	88
Not overdue trade receivables	1,480	1,640
Overdue trade receivables up to 30 days	1,790	721
Overdue trade receivables after 31 to 60 days	3,533	4,395
Overdue trade receivables after 61 to 90 days	421	300
Overdue trade receivables after 90 days	6,141	8,478
Total receivables	**17,357**	**18,006**
Less: Bad Debts Provision	(3,846)	(3,062)
Total net receivables	**13,511**	**14,944**

Note that the receivables for invoices to be issued amounting to EUR 3,826 thousand (2,384 thousand euro as at June 30th 2016) are mainly related to receivables due from NIKE, amounting to EUR 2,096 thousand , which refer to revenues accrued in this financial year, which by virtue of the ongoing contract executed with the latter must be invoiced in the following financial year.

The bad debt provision was calculated with reference to the share of receivables that the directors considered, as of the current date, prudentially difficult to recover.

7 - Other current assets

Amounting to EUR 17,177 thousand (EUR 4,390 thousand on 30 June 2016). This entry increased by EUR 4,370 thousand in the financial year. These figures concern:

Amounts in thousands of EUR	30.06.18	30.06.17	Changes
Receivables from MediaCo for dividends	14,842	3,735	11,107
Receivables from Social Security Institutions (INPS-	11	10	1
Security deposits	3	3	-
Contract Advances	0	585	(585)
Correspondence from AS Roma for Group VAT account	970	-	970
Sundry receivables from NEEP for Group VAT	1,337	-	1,337
Other different receivables	13	57	(44)
Totals	**17,177**	**4,390**	**12,787**

As of 30 June 2017, the increase was mainly due to dividends accrued during the financial year due from the subsidiary MediaCo, amounting to EUR 11,107 thousand.

and receivables due from NEEP Roma Holding amounting to EUR 1,337 thousand and the corresponding receivables from AS Roma amounting to EUR 970 thousand.

As of June 30, 2016, this item included the amount of EUR 585 thousand for the down payment paid in the previous financial year for the acquisition of a business unit, which was paid during the financial year, by transferring the said receivable to AS Roma, which took over the aforementioned business unit.

8 – Deferred charges

Amounting to EUR 1,102 thousand (EUR 855 thousand on 30 June 2016), the deferred charges decreased by EUR 86 thousand in the financial year and refer to:

- EUR 662 thousand (EUR 662 thousand as at 30 June 2016), which are costs relating to the development of targeted promotional activities in the Far East in the 2017/2018 season,
- EUR 202 thousand (EUR 25 thousand on 30 June 2016), relating to costs for audio-visual and commercial services invoiced in advance by third parties on an accrual basis for the 2016/2017 financial year;
- EUR 17 thousand (EUR 12 thousand on 30 June 2016) for insurance premiums paid in advance;
- EUR 46 thousand (EUR 45 thousand on 30 June 2016), for the commercial lease of points of sale, invoiced in advance and relating to future fees;
- EUR 175 thousand (EUR 111 thousand on 30 June 2016) relating to services of a commercial nature which have been received and invoiced in advance with respect to the contractual period.

9 – Tax credits

Tax credits amounting to EUR 766 thousand (EUR 3,287 thousand on 30 June 2016) concern EUR 700 thousand on 30 June 2016), (EUR 3,221 thousand as at 30 June 2016), for the VAT credit indicated in the 2016 VAT return on 31 December 2016, which will be used in the 2017 / 2018 financial year, and EUR 66 thousand (EUR 66 thousand as at 30 June 2016) for the IRAP credit, accrued in the 2014-2015 financial year.

10 – Cash at bank and in hand

Amounting to EUR 812 thousand on 30 June 2017 (EUR 980 thousands as at 30 June 2016), this entry decreased by EUR 168 thousand in the financial year, when compared to previous year, as a result of the dynamics of the cash flows generated by current management, and is made up of bank deposits, amounting to EUR 671 thousand (EUR 926 thousand on 30 June 2016), and the cash balance, amounting to EUR 141 thousand (EUR 54 thousand as at 30 June 2016).

LIABILITIES

A) Capital and Reserves

11 – Total Capital and Reserves

The Capital and Reserves of the Company, amounting to EUR 101,275 thousand (EUR 109,944 as at 30 June 2016), recorded a net decrease of EUR 8,669 thousand, substantially due to the negative performance achieved as at 30 June 2017, amounting to EUR 8,791 thousand in the financial year and partly offset by the positive change in the discounting future rewards to employees reserve recorded in the financial year amounting to EUR 122 thousand.

Capital and Reserves amounting to EUR 123,432 thousand, of which EUR 123,412 thousand refer to AS Roma, EUR 10 thousand to Brand Management S.r.l. and EUR 10 thousand to ASR Soccer LP S.r.l.

The Discounting future benefits to employees' reserve for EUR 210 thousand as at 30 June 2016), recorded a decrease of EUR 122 thousand due to the use made thereof during the financial year after the updated actuarial evaluations had been made.

The Reserve for Profits (Losses), negative EUR 13,156 thousand is determined by carrying forward the losses recorded in the previous year, as per the resolution of the Shareholders' Meeting held on 26 October 2016.

The loss recorded for the financial year amounts to EUR 8,791 thousand (EUR 13,156 thousand as of 30 June 2016).

The movements of the capital and reserves in the financial year and in the preceding financial year are shown below,:

(Amounts in thousands of EUR)	SHARE CAPITAL	DISCOUNTING OF BENEFITS TO EMPLOYEES RESERVE	CARRIED-FORWARD PROFIT (LOSS)	OPERATING PROFIT (LOSS)	CAPITAL AND RESERVES
Balance on 30 June 2016	**123,432**	**(120)**	**-**	**126**	**123.438**
Profit and loss account distribution	-	-	-	(126)	(126)
Earnings reserve adjustment Actuarial (losses) (IAS 19)	-	(212)	-	-	(212)
Profits/losses as at 30 June 2016	-	-	-	(13.156)	(13.156)
Balance as at 30 June 2016	**123,432**	**(332)**	**-**	**(13.156)**	**109.944**

(Amounts in thousands of EUR)	SHARE CAPITAL	DISCOUNTING OF BENEFITS TO EMPLOYEES RESERVE	CARRIED-FORWARD PROFIT (LOSS)	OPERATING PROFIT (LOSS)	CAPITAL AND RESERVES
Balance as at 30 June 2017	**123,432**	**(332)**	**-**	**(13.156)**	**109.944**
Profits/losses use for the period		-	**(13.156**	13.156	-
Earnings reserve adjustment Actuarial (losses) (IAS 19)		122			122
Profits/losses as at 30 June 2018		-	-	(8.791)	(8.791)
Balance as at 30 June 2018	**123,432**	**(210)**	**(13.156)**	**(8.791)**	**101.275**

B) Non-current liabilities

12 – Medium and long term borrowings

The Medium and long term borrowings amounting to EUR 201,437 thousand as at 30 June 2016) concern, in the amount of EUR 150,334 thousand, for the initial loan provided by ASR Media and Sponsorship S.r.l. in February 2015. This debt has increased by EUR 24,074 thousand as a result of new disbursements during the course of the financial year and, therefore, as at 30 June 2017 amounted to EUR 174,408 thousand. The balance includes debt for interest accrued up to the closing date of the financial year, amounting to EUR 27,029 thousand (EUR 15,051 as at 30 June 2016), of which EUR 11,978 thousand, accrued in the financial year.

The loan was disbursed in the context of the overall financing transaction of the AS Roma Group, already described in the Management Report, to which reference is made. The loan was taken out as part of the consolidation and functional reorganization process of the AS Roma Group in order to enable AS Roma, inter alia, to repay in full its existing financial debts and finance its financial needs and the costs of the financing-related transactions. The loan is backed by appropriate guarantees, by financial covenants and by further commitments to be complied with for the entire duration of the financing by the parties involved in the transaction, which are usually applied in similar transactions. The original financing, for a total amount of EUR 175 million, net of ancillary and directly attributable costs for fees connected to financial intermediation and legal and professional advice, was disbursed in February 2015 by Goldman Sachs International and UniCredit S.p.A., as "Mandated Lead Arranger and Bookrunner", to the newly formed ASR Media and Sponsorship S.r.l., and from this to the parent Soccer Sas, for EUR 150,334 thousand, that transferred that amount to AS Roma. The loan, which was to initially mature in February 2020, was extended to June 2022 in the financial year. The amount of the loan was also raised to EUR 230 million. The loan is regulated at a variable rate (Euribor 3 months, with a minimum of 0.75%) and a 6.25% spread and is backed by guarantees. Note that, prior to settling on the financing transaction, the Board of Directors of A.S. Rome, on 13 November 2014, approved creating a pool of dedicated assets under Article 2447-bis, paragraphs 1(a) of the Italian Civil Code, in which the assets relating to the management of the media rights to the Series A and the matches organized by UEFA were allocated, as well as the financing related to them. The pool of dedicated assets was registered with the Registrar of Companies on 18 November 2014.

13 - Severance Indemnity Fund (TFR)

The fund, amounting to EUR 1,169 thousand (EUR 1,139 thousand as at 30 June 2016), recorded a net increase of EUR 30 thousand in the period, as a result of using the provision in the financial year, also considering the valuation of the fund conducted on the basis of the IAS 19 accounting standard. The movements that occurred during the financial year are shown below:

(Amounts in thousands of EUR)	Amounts
Total severance indemnity reserve as at 30 June 2016	**1,139**
Use for termination of employment, advances and sundry	(248)
Actuarial Profits (Losses)	(122)
Interest for revaluation of the severance indemnity fund	15
Provision for the financial year	385
Balance at the end of the FY	**1,169**

The Severance Indemnity Fund (TFR) represents a liability for the future benefits granted to employees and provided in connection with, or subsequently, termination of employment. This liability, which falls within defined benefit plans, is determined by applying the actuarial method. The amount of the Severance Indemnity Fund (TFR) at the end of the year is adequate to cover what is payable by the Company on the basis of current legislation and the relevant National Collective Bargaining Agreement, considering the actualizations made on the basis of the accounting principle IAS 19.

14 – Deferred income

Deferred income amounting to EUR 9,178 thousand (EUR 9,266 thousand as at 30 June 2016), refers to the deferral, to expire after the financial year, of income from RAI, for the use over 99 years, commencing from the 2007-2008 financial year, of the A.S. Roma Library, by virtue of the agreement A.S. Roma entered into with the television broadcasting company on 31 August 2007. The proceeds from this activity, initially under the jurisdiction of A.S. Roma, flowed to the business concern contributed to ASR Media and Sponsorship S.r.l. and, from this, rented out to Soccer Sas as part of the aforementioned transaction. The share of the proceeds expiring within the financial year, amounting to EUR 88 thousand, is classified among the current liabilities, while the share expiring after five financial years amounts to EUR 8,733 thousand.

15 – Provisions for contingencies and other liabilities

Amounting to EUR 200 thousand, this item refers to provisions made in the financial year, in connection with some third-party disputes arising in the said financial year.

C) Current liabilities

Current liabilities amounting to EUR 24,758 thousand (EUR 22,661 thousand as at 30 June 2016) recorded a net increase of EUR 2,097 thousand in the financial year, as follows:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
Trade Payables	19,692	18,743	949
Accrued liabilities and deferred income	3,640	2,609	1,031
Short-term loans	220	15	205
Tax Payables	189	156	34
Social security payables	363	296	66
Other liabilities	653	842	(188)
Total Current Liabilities	**24,758**	**22,661**	**2,097**

16 – Trade Payables

Amounting to EUR 19,692 thousand (EUR 18,743 thousand as at 30 June 2016), the trade payables recorded a net increase of EUR 949 thousand in the financial year and consisting of the following:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
Payables to ordinary suppliers	7,994	7,906	88
Payables to AS Roma S.p.A.	11,089	6,697	4,392
Payables to ASR Media and Sponsorship S.r.l.	609	3,215	(2,606)
Payables to Raptor Sport Properties LLC	0	925	(925)
Total Trade Payables	**19,692**	**18,743**	**949**

Payables to ordinary suppliers, amounting to EUR 7,994 thousand (EUR 7.906 thousand as at 30 June 2016), increased by EUR 88 thousand in the period, include payables for invoices to be received, amounting to EUR 1,830 thousand (EUR 2.314 thousand as at 30 June 2016).

The outstanding payables to AS Roma, amounting to EUR 11,089 thousand (EUR 6,697 thousand as at 30 June 2017), are related to the commercial position, mainly for the parent's charge of the costs for using, for commercial purposes, the Olympic Stadium areas and, for institutional purposes, the areas of the Trigoria sports center, as well as for recharging access permits and other services, by virtue of a relevant framework agreement.

The amount owed to ASR Media and Sponsorship Srl amounting to EUR 609 thousand (EUR 3,215 thousand as at 30 June 2016), relates to rent accrued in the financial year due from the subsidiary by virtue of the existing business leasing with MediaCo. The balance, specifically, refers to the going concern rental fee for the month of June 2017.

17 – Short term borrowings These amount to EUR 220 thousand (EUR 15 thousand as at 30 June 2016) and refer to payment for services provided carried out at the end of the year with company credit cards, issued by primary operators in the industry and paid off after 30 June 2017, on the basis of the contractually provided payment terms.

18 – Deferred income

Deferred income amounting to EUR 3,640 thousand (EUR 2,609 thousand as at 30 June 2016) relates to the pre-invoicing made on the basis of existing trade agreements. They increase in the financial year by EUR 1,031 thousand and consist of deferred income from:

- technical sponsorship, for EUR 2,581 thousand (EUR 1,574 thousand as at 30 June 2016) for proceeds from Nike, for the first instalment of the Nike technical sponsorship proceeds for the 2016-2017 sports season, pre-invoiced in compliance with the technical sponsorship agreement commencing from 1 June 2014;

- royalties, for EUR 132 thousand (EUR 24 thousand as at 30 June 2016) pre-invoiced to licensees under existing contractual agreements, pertaining to the 2016-2017 financial year;

- stadium subscriptions - Premium Seats, for EUR 54 thousand (EUR 77 thousand as at 30 June 2016), pre-invoiced and pertaining to the 2017- 2018 financial year;

- merchandising supplies amounting to EUR 1 thousand invoiced in advance, as foreseen, by the most extensive promotional advertising agreements;

- marketing of the AS Roma Library, for EUR 763 thousand (EUR 763 thousand as at 30 June 2016), of which EUR 88 thousand (EUR 88 thousand as at 30 June 2016) from RAI as part of the existing agreement with the television broadcasting station, entered into on 31 August 2007. The outstanding amount of EUR 675 thousand is related to the pre-invoicing of the proceeds from SKY Italia S.r.l., by virtue of existing contractual agreements.

- The promotional-advertising proceeds amounting to EUR 109 thousand (EUR 170 thousand as at 30 June 2016), relating to the promotional and advertising activities conducted at the Stadium, of which EUR 103 thousand invoiced to SKY Italia S.r.l.

19 – Tax payables

Tax payables amounting to EUR 189 thousand (EUR 156 thousand as at 30 June 2016), increased by EUR 33 thousand in the financial year, are related to Irpef (Italian personal income tax), regional and municipal surtaxes on salaries of employees, professionals and independent contractors, levied at the end of the year as withholding taxes, and duly paid in the following July, in compliance with applicable tax legislation.

20 – Social security payables

Amounting to EUR 363 thousand (EUR 296 thousand on 30 June 2016), increased by EUR 67 thousand in the financial year, these payables represent the contributions accrued at the end of the year for work provided by employees and collaborators. The social security payables consist of the following:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
INPS - Employees and independent contractors	327	267	60
INPGI [Italian Social Security Authority for Journalists], Casagit, Fasdac, Mario Negri Fund and other social welfare bodies	36	29	7
Total Social Security payables	**363**	**296**	**67**

Payables to INPS (Italian Social Security Authority) include the amount of EUR 144 thousand (EUR 124 thousand as at 30 June 2016) related to deferred salaries (13th monthly salary, 14th monthly salary, paid vacation and paid time-off). The remainder of contributions accrued at the end of the period, amounting to EUR 219 thousand, were duly paid in the following July.

21 – Other Liabilities

These amount to EUR 653 thousand (EUR 842 thousand as at 30 June 2016), increased by EUR 225 thousand in the financial year consist of the following:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
Payables to employees and independent contractors	532	721	(189)
Pre-payments from customers	9	6	3
Security deposits to Affiliates	110	110	-
Debts and other payables	2	5	(3)
Total other liabilities	653	842	(189)

Payables to employees and independent contractors, amounting to EUR 532 thousand (EUR 721 thousand as at 30 June 2016), recorded a decrease of EUR 189 thousand as a result of a different timeframe for the payment of the salaries in the two years, namely EUR 495 thousand (EUR 437 thousand as at 30 June 2016) paid from provisions that were disbursed at the end of the year for holidays, expenses for the 13th month salary and paid time-off. The residual amount concerns the outstanding Severance Indemnity Fund (TFR) payments for employees no longer employed at the end of the year. In the previous year, the item included the outstanding amount of EUR 284 thousand for the salary for the month of June 2016 paid in the following month of July.

ANALYSIS OF THE ITEMS IN THE PROFIT AND LOSS ACCOUNT

Before moving on to analyzing the individual items, note the analysis of the economic and managerial performance is illustrated extensively in the Management Report, to which reference is made.

OPERATING REVENUES

22 - Operating Revenues

Operating revenues, amounting to EUR 37,332 thousand (EUR 34,287 thousand as at 30 June 2016), recorded an increase of EUR 3,045 thousand. They are made up as follows:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
Proceeds from sales	8,243	5,611	2,632
Sponsorships	5,397	5,064	333
Advertising	15,312	14,963	349
Audio-visual rights	8,046	7,839	207
Other proceeds	334	810	(476)
Total operating revenues	**37,332**	**34,287**	**3,045**

Proceeds from sales

Amounting to EUR 8,243 thousand (EUR 5,611 thousand as at 30 June 2016), proceeds from sales increased by EUR 2,632 thousand in the financial year and are related to:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
Sale of AS Roma branded products (merchandising)	5,915	3,572	2,343
Exploitation of trade agreements (licensing)	2,328	1,990	338
Proceeds from publishing	0	49	(49)
Total proceeds from sales	**8,243**	**5,611**	**2,632**

Proceeds from merchandising amounting to EUR 5,915 thousand (EUR 3,572 as at 30 June 2016),

increased in the period by EUR 2,343 thousand, essentially due to the sales made through the *AS Roma Store* and due to the opening of the new Store in via del Corso in July 2016. These proceeds were due to: EUR 5,688 thousand (EUR 2,739 thousand as at 30 June 2016), from sales made in the Roma Store for EUR 227 thousand (EUR 146 thousand as at 30 June 2016), from sales generated by means of direct selling, of which EUR 131 thousand (EUR 46 thousand as at 30 June 2016) to AS Roma and EUR 7 thousand to Stadio TDV.

Proceeds from licensing, amounting to EUR 2,328 thousand (EUR 1,990 thousand as at 30 June 2016) increased by EUR 338 in the financial year, consist of, EUR 1,932 thousand (EUR 1,267 as at 30 June 2016), proceeds from the companies of the NIKE group and EUR 396 thousand (EUR 723 thousand, as at 30 June 2016), proceeds from a guaranteed minimum with other licensees' clients.

Sponsorships

Proceeds from sponsorships amounting to EUR 5,397 thousand (EUR 5,064 thousand as at 30 June 2016) are related to the proceeds from NIKE, under the agreement entered into in August 2013 having a duration of ten years commencing from 1 June 2014. These proceeds increased compared to the previous year by EUR 333 thousand.

Audio-visual rights

Audio-visual proceeds amounting to EUR 8,046 thousand (EUR 7,839 thousand as at 30 June 2016) increased by EUR 207 thousand in the year.

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
TV Library rights	4,138	4,138	-
Media Centre radio and television rights	2,579	2,542	37
Access to TV signal	1,329	1,159	170
Total audio-visual rights	**8,046**	**7,839**	**207**

The TV Library rights amounting to EUR 4,138 thousand (EUR 4,138 thousand as at 30 June 2016, were paid by SKY Italia S.r.l, for EUR 4,050 thousand, and by RAI, for EUR 88 thousand, for the economic exploitation of recent and historical photo archives.

Media Centre television and radio rights amounting to EUR 2,579 thousand (EUR 2,542 thousand as at 30 June 2016), resulted from marketing the "RomaTV" and "RomaRadio" channels; and are made up of television rights, for EUR 2,537 thousand (EUR 2,452 thousand as at 30 June 2016) and, for EUR 42 thousand from radio rights (EUR 90 thousand at 30 June 2016).

Proceeds for access to the TV signal, amounting to EUR 1,329 thousand (EUR 1,159 thousand as at 30 June 2016), decreased by EUR 170 thousand in the year, come from marketing the TV signal. These proceeds were generated by AS Roma, for EUR 881 thousand (EUR 765 thousand as at 30 June 2016), after SKY Italia S.r.l. transferred the relative production cost invoiced to the Company. The residual amount of EUR 448 thousand was generated by marketing its TV signal to other television stations (RAI, Infront, Videotime).

Advertising

The promotional-advertising proceeds amounting to EUR 15,311 thousand (EUR 14,963 thousand as at 30 June 2016) were generated, essentially, from commercial activities carried out during the home matches of the first team of AS Roma at the Stadio Olimpico. Specifically, they consist of EUR 7,522 thousand (EUR 7,490 thousand as at 30 June 2016) for the sale of services, including the access to the hospitality area of the Stadio Olimpico (i.e., Premium Seat), of which EUR 115 thousand for services provided to AS Roma;

EUR 7,572 thousand (7,233 thousand as at 30 June 2016), for the sale of promotional-advertising spaces inside the stadium and EUR 217 thousand (EUR 240 thousand on 30 June 2016) for other promotional-advertising proceeds.

Other sundry proceeds

Other sundry proceeds amounting to EUR 334 thousand (EUR 811 thousand as at 30 June 2016), decreasing by EUR 477 thousand during the year, refer to: EUR 38 thousand (EUR 158 thousand as at 30 June 2016) for the charging of costs to AS Roma for supplies of goods and materials used by the latter; EUR 21 thousand for the charging back of costs to ASR SPV LLC incurred in planning and building a new stadium; EUR 275 thousand (EUR 393 thousand as of 30 June 2016) for other income and revenues.

B) OPERATING COSTS

23 - Purchases of raw materials and consumables and change in stocks

This item, amounting to EUR 4,053 thousand (EUR 1,758 thousand as at 30 June 2016) increased by EUR 2,295 thousand in the period, consists of:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
Purchases of goods for resale	3,973	1,673	2,300
Consumables	80	85	(5)
Total purchases of raw materials and consumables	**4,053**	**1,758**	**2,295**
Change to stocks	(336)	663	(999)
Total consumption of raw material	**3,717**	**2,421**	**1,296**

Purchases of goods, amounting to EUR 3,973 thousand, increased by EUR 2,300 thousand in the period, substantially due to the time lag recorded in the procurement of goods for resale. In particular, the assortment of goods for the current year was provided late, in July 2016, whereas the 2017/2018 season was procured in advance, at the end of the year, mainly in the month of May 2017. Purchases refer predominantly to AS Roma-branded products and materials intended for marketing in the context of merchandising (transport costs and customs clearance). Taking into account the change in inventories, positive for EUR 336 thousand (negative for EUR 663 thousand as at 30 June 2016), on the whole, the consumption of products for resale recorded an increase of EUR 1,301 thousand in the two financial years under comparison, and amounted to EUR 3,637 thousand (EUR 2,336 on 30 June 2016), which can be substantially attributed to the opening of the new store of via del Corso.

Purchases of consumables, amounting to EUR 80 thousand (EUR 85 thousand as at 30 June 2017), are related to packaging, shoppers for points of sale, stationery and printed materials, toner and other consumables.

24 - Service costs

Service costs amounting to EUR 15,262 thousand (EUR 15,326 thousand as at 30 June 2016) increased by EUR 64 thousand in the financial year and consist of the following:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
Insurance costs	114	35	79
General and administrative costs	8,056	8,508	(452)
Advertising and promotion costs	7,092	6,783	309
Total service costs	**15,262**	**15,326**	**(64)**

Insurance costs

Insurance expenses amounting to EUR 114 thousand (EUR 35 thousand as at 30 June 2016), increased by EUR 79 thousand in the financial year, mainly relate to insurance coverage for the points of sale growing mainly due to the insurance coverage for the new Store in Via del Corso.

Administrative and general costs

These expenses amounting to EUR 8,056 thousand (EUR 8,508 thousand as at 30 June 2016), decreased by EUR 452 thousand in the year. The decrease is mainly related to the expenses that are no longer applicable, for managing e-commerce activities and the lesser incidence of professional advice, legal and notarial expenses and travel expenses are partially offset by the increase of audio-visual production costs, maintenance costs and other minor expenses..

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Audio-visual production costs in Roma Studio	4,998	4,490	508
E-commerce, social media and web services	702	1,027	(325)
Business consulting and advice	222	303	(81)
Royalties and commissions	435	397	38
Legal, notary and professional advice	650	1,373	(723)
Maintenance and assistance services	431	232	199
Travel expenses and transfers	188	275	(87)
Office and points of sale expenses	413	397	16
Audit	17	14	3
Total administrative and general expenses	**8,056**	**8,508**	**(452)**

The costs of audio-visual production in Roma Studio amounted to EUR 4,998 thousand (EUR 4,490 thousand as at 30 June 2016) increased by EUR 508 thousand, for the development of the Roma Radio and Roma TV productions. The audio-visual production costs, the editorial consultancy costs and the costs for supplementary services and access to the Roma TV signal. are included in this item.

The costs for e-commerce, social media and web services, amounting to EUR 702 thousand (EUR 1,027 as at 30 June 2016), were reduced by EUR 325 thousand in the period, essentially due to the elimination of the management costs of the e-commerce sales channel, amounting to EUR 420 thousand, as at 30 June 2016, of which EUR 406 for services rendered in the previous year by the US subsidiary Raptor Sport Properties LLC. This activity was entrusted to NIKE group companies during the course of the year, upon proceeds being paid. The balance recorded in the financial statements amounting to EUR 702 thousand refers, therefore, to social media and web advice and services that have allowed the Company to acquire prestige and international prominence and relate to the activities provided on the official website and the management of the web channels used by the Company to increase the bond with its fans.

Costs for business advice and assistance, amounting to EUR 222 thousand (EUR 303 thousand as at 30 June 2016), recorded a decrease of EUR 81 thousand in the year and are substantially related to strategic advice (Nielsen Sports Italia) and assistance to develop commercial services at the Stadio Olimpico (DAO).

Costs for legal, notary and professional advice, for EUR 650 thousand (EUR 1,373 thousand as at 30 June 2016), decreased by EUR 723 thousand after the decreased use of outside professionals for strategic and professional technical advice.

Royalties and commissions for EUR 435 thousand (EUR 397 thousand as at 30 June 2016), increased by EUR 38 thousand in the year, were paid, for EUR 344 thousand (EUR 282 thousand as at 30 June 2016), to companies of the NIKE Group for merchandising sales and, for EUR 91 thousand (EUR 115 thousand as at 30 June 2016), to trade agents for commissions on promotional-advertising proceeds.

Office and points of sale expenses, for EUR 412 thousand (EUR 397 thousand as at 30 June 2016), are

substantially related to telephone charges, utilities, canteen, cleaning areas, surveillance.

Advertising and promotion costs

These costs, amounting to EUR 7,092 thousand (EUR 6,783 thousand as at 30 June 2016), recorded an increase by EUR 309 thousand in the year, as a result of the increase recorded in the corresponding promotional-advertising proceeds. They are divided up as follows:

i) **Ticket fees and Stadio Olimpico subscriptions**
amounting to EUR 4,368 thousand (EUR 4,336 thousand as at 30 June 2016), is related to the purchase of access permits from AS Roma to use the Stadio Olimpico's hospitality area during the first team's home games. Decreased by EUR 32 thousand in the financial year.

ii) **Service expenses for the Stadio Olimpico's hospitality area**

amounting to EUR 2,148 thousand (EUR 2,055 thousand as at 30 June 2016), are mainly related to costs incurred for the reception and the preparation of the hospitality areas of the Stadio Olimpico and of the advertising aids, during the first team's home games. They recorded an increase of EUR 93 thousand in the period.

iii) **Advertising, promotion and representation costs**

amounting to EUR 575 thousand (EUR 392 thousand as at 30 June 2016), increased by EUR 183 thousand in the year, are mainly related to costs for promotion and advertising, of the AS Roma Store and of other promotion-advertising activities.

25 - Use of leased assets

This item, amounting to EUR 27,556 thousand (EUR 26,535 thousand as at 30 June 2016), recorded an increase of EUR 1,021 thousand in the year as a result of the lease of the new Store at via del Corso, amounting to EUR 843 thousand and the lease of the business unit for the use of radio frequencies amounting to EUR 180 thousand. It consists of lease fees for:

- rent for the going concern, namely the commercial activities starting from February 2015, amounting to EUR 22,700 thousand (EUR 22,700 thousand as at 30 June 2016, recognized in favor of ASR Media and Sponsorship S.r.l.;
- rent for the going concern, namely the radio frequencies technical equipment necessary to conduct the radio activity by Rome Radio starting from December 2016, amounting to EUR 180 thousand paid by AS Roma, which took over from the TVR Voxson Group.
- rent for the business areas of the Stadio Olimpico, for EUR 2,540 thousand and operations areas of the Trigoria Sports Centre, for EUR 360 thousand (EUR 360 thousand as at 30 June 2016) and both disbursed to AS Roma;
- rent for commercial premises (Downtown, Appia, Colonna, and the Roma Est Shopping Centre), for EUR 1,295 thousand (EUR 482 thousand as at 30 June 2016).
- Lease, rental of LED installations and audio systems for the Stadio Olimpico, amounting to EUR 378 thousand (EUR 379 thousand as at 30 June 2016);
- software licenses and other rents and charges, for EUR 103 thousand (EUR 74 thousand, as at 30 June 2016).

26 - Staff costs

The cost of employees, amounting to EUR 6,199 thousand as at 30 June 2017 (EUR 4,325 thousand as of 30 June 2016) recorded an increase of EUR 1,874 thousand which is comprised as follows:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
Salaries and wages	4,611	3,244	1,367
Social security costs	1,203	883	320
Severance indemnity	385	198	187
Total staff costs	**6,199**	**4,325**	**1,874**

Existing staff at the end of the financial year and employed on average in the Company is comprised of:

	30.06.17		30.06.16	
	Annual average	End of FY	Annual average	End of FY
Executives	3	2	2	2
Managers	7	7	6	7
White-collar workers	86	87	61	72
Total	**96**	**96**	**69**	**81**

27 - Other operating charges

Other operating charges amounting to EUR 1,084 thousand (EUR 1,150 thousand as at 30 June 2016), decreased by EUR 66 thousand in the period, are comprised as follows:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
Tax charges	83	120	(37)
Extraordinary costs	3	104	(101)
Other costs	998	926	72
Total other operating costs	**1,084**	**1,150**	**(66)**

- Tax charges, for EUR 83 thousand (EUR 120 thousand as at 30 June 2016), recorded a decrease of EUR 37 thousand in the period and essentially concerns municipal taxes for the stadium advertising and waste disposal, withholding taxes incurred on bank interest income, transferred for fiscal transparency to the Shareholders; government concessions, stamps and Chamber of Commerce fees and other tax charges;
- Extraordinary costs EUR 3 thousand as at 30 June 2017 (EUR 104 thousand as at 30 June 2016) recorded a decrease of EUR 101 thousand in the financial year and consist of costs pertaining to previous years shown in the current year.
- The other charges, amounting to EUR 998 thousand (EUR 926 thousand as at 30 June 2016), increased by EUR 72 thousand in the financial year; are comprised of, for:
  - EUR 888 thousand (EUR 765 thousand as at 30 June 2016), of which EUR 881 thousand (EUR 765 thousand as of 30 June 2016) costs to access the TV signal, entirely invoiced by SKY, under the broader agreement for television production services, and intended for the exclusive benefit of AS Roma. These costs, increased with respect to the previous year, are therefore fully turned over to the sports club and are found in the Proceeds for Audio-visual Rights item.
  - EUR 38 thousand (EUR 158 thousand as at 30 June 2016), costs for supplies of materials and

services incurred on behalf of AS Roma that are recharged to the sports club;
- EUR 50 thousand (EUR 1 thousand as at 30 June 2016), relating to rights granted to SIAE (the Italian copyright agency), to broadcast music circulated by the media (Roma Radio and Roma TV), on the Company's website and in the points of sale
- - EUR 19 thousand for donations to the Roma Cares Foundation Onlus;
- EUR 3 thousand (EUR 2 thousand as at 30 June 2016), other charges of a lesser amount.

28 - Depreciation, amortization and other write-offs

This item amounts to EUR 1,806 thousand (EUR 1,072 thousand as at 30 June 2016), increased by EUR 734 thousand in the financial year, substantially as a result of the greater impact of the allocation of bad debt provisions and the depreciation of intangible assets and the increase in the depreciation of tangible and intangible assets due to the investments made, which are composed as follows:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
Amortization of intangible fixed assets	473	104	369
Depreciation of tangible fixed assets	121	71	50
Write-offs of current receivables	1,213	897	316
Total depreciation, amortization and other write-offs	**1,806**	**1,072**	**734**

For the comment on these items, please refer to the comments on the corresponding items in the Balance Sheet.

29 – Provisions for risks

This item, amounting to EUR 200 thousand as at 30 June 2017, is not confirmed in the previous financial year and has been determined with a view to adjusting the risks reserve of disputes arisen in the financial year with third parties.

30 - Financial and assimilated income

This item, amounting to EUR 21,778 thousand (EUR 14,441 thousand as at 30 June 2017), increased by EUR 7,337 thousand in the period, concerns:

- for EUR 10,670 thousand (EUR 10,699 thousand as at 30 June 2016), interest receivable accrued on the loan granted in February 2015 to AS Roma, using the funds received from ASR Media and Sponsorship S.r.l., decreased by EUR 29,000;

- for EUR 11,107 thousand (EUR 3,735 thousand as at 30 June 2016) dividends resolved by the Shareholders' Meeting of the subsidiary MediaCo, when approving the financial statements closed as at 30 June 2016;

- for EUR 1 thousand (7 thousand as at 30 June 2016), bank interest receivable, accrued in the period on cash at bank and in hand.

31- Financial and assimilated charges

This item, amounting to EUR 12,074 thousand (EUR 11,055 thousand as at 30 June 2016), increased by EUR 1,019 thousand in the financial year, consists of, for EUR 11,978 thousand (EUR 10,987 thousand as at 30 June 2016), financial charges accrued on the loan received from ASR Media and Sponsorship S.r.l. The residual amount of EUR 96 thousand (EUR 68 thousand as at 30 June 2016), consists of EUR 81 thousand (EUR 49 thousand as at 30 June 2016), commissions and banking services and, for EUR 15 thousand (EUR 19 thousand as at 30 June 2016), the interest revaluation of the Severance Indemnity Fund (TFR)(IAS 19).

32 - Exchange gains and losses

The differences on net exchanges, negative for EUR 1 thousand (negative for EUR 1 thousand as at 30 June 2016) are due to exchange rate fluctuations in the context of business transactions and are made up of profits, for EUR 4 thousand and corresponding losses, for EUR 5 thousand.

33 - Taxes for the financial year

As of 30 June 2017, as a result of the negative tax base, no current taxes were established, nor did deferred taxes materialize.

34 - Other components of the total operating profit

With reference to employee-defined benefit plans (TFR), actuarial losses/profits amounting to EUR 122 thousand (EUR 212 thousand as at 30 June 2016) were recorded in accordance with IAS 19 Accounting Standard as reported in the "Statement of Comprehensive Income" in the item "Other components of the total operating profit". Consequently, the corresponding capital and reserves provision recorded an increase of EUR 122 thousand, resulting negative for EUR 210 thousand (negative for 332 as at 30 June 2016).

* * *

INFORMATION ON PERSONS ACTIVE IN MANAGEMENT AND COORDINATION

Under Articles 2497-bis and 2497-ter of the Italian Civil Code, in order to provide the necessary information and announcements, of the person who, directly or indirectly, is authorized to exercise AS Roma's direction and coordination, a summary of the information is provided below, updated to 30 June 2016.

AS Roma S.p.A, is directly controlled by NEEP Roma Holding S.p.A, incorporated on 26 April 2011 (Tax Identification Code No. 11418561004) controlled, in turn, by **AS Roma SPV LLC**, a company incorporated under the laws of the United States of America on 27 January 2011 and with registered office at 615 South Du Pont Highway, Dover, Delaware 19901 (U.S.A.), an entity exercising management and coordination. The financial statements for the financial year ended on 31 December 2016, last approved by the shareholders of AS Roma SPV LLC, is reported herein.

(Data in thousands of US Dollars)	31.12.116	31.12.15
Assets		
A – Current assets-escrow cash account	7,138	1,747
B – Other assets – AS Roma Entities	151,315	136,768
C – Investment in Stadium	38,195	35,817
C - Other assets – Notes receivable	105,000	27,000
Total assets	**301,648**	**201,332**
Liabilities & Equity		
A – Equity:	294,637	210,165
▪ Share capital – Members' Contributed Capital	(17,102)	(16,720)
▪ Retained earnings	(74)	(382)
▪ Net income	**277,461**	**193,063**
Total Equity		
B - Liabilities:		
▪ Account payable	1,186	8,269
▪ Other Current liabilities (interest, note payable)	23,001	-
Total current liabilities	**24,187**	**8,269**
Total Liabilities & Equity	**301,648**	**201,332**

* * *

In order to provide full disclosure, the following are also essential data, expressed in Euro units, of the last approved financial statement of the general partner:

BRAND MANAGEMENT S.r.l.

Company with sole quota holder - with registered office at Via Emilia No. 47 - Rome 00187
Entirely paid in corporate capital of EUR 10,000.00
Tax Identification Code, VAT No. and Registration No. 09173111007 with the Companies Register of Rome - Economic and Administrative Index of Rome No. 1145457
Subject to the direction and coordination of A.S. Roma SPV LLC (U.S.A.), under Article 2497-bis of the Italian Civil Code

BALANCE SHEET	30.06.2017	30.06.2016
ASSETS		
FIXED ASSETS		
Investments	10,000	10,000
TOTAL FIXED ASSETS	10,000	10,000
CURRENT ASSETS		
Receivables	135,290	138,636
Cash at bank and in hand	33,601	84,883
TOTAL CURRENT ASSETS	168,891	223,519
PREPAYMENTS AND ACCRUED INCOME	3	2
TOTAL ASSETS	**178,894**	**233,521**
LIABILITIES		
CAPITAL AND RESERVES	117,053	163,358
CURRENT PAYABLES	61,841	70,163
TOTAL LIABILITIES AND CAPITAL AND RESERVES	**178,894**	**233,521**

PROFIT AND LOSS ACCOUNT	30.06.2107	30.06.2016
PRODUCTION VALUE	0	0
PRODUCTION COSTS	(52,394)	(52,945)
DIFFERENCE BETWEEN PRODUCTION VALUE AND COSTS	**(52,394)**	**(52,945)**
TOTAL FINANCIAL INCOME AND CHARGES	1,176	7,147
PROFIT/LOSS BEFORE INCOME TAXATION	**(51,218)**	**(45,798)**
INCOME TAXATION	4,913	14,135
PROFIT (LOSS)	**(46,305)**	**(31,663)**

* * *

These Financial Statements truthfully and exactly represent the financial position, as well as the performance for the financial year ended on 30 June 2017 and correspond to the profits/losses in the accounting records.

Please refer to the Management Report for further information on the following subject-matters:

- Important facts that occurred after the end of the financial year;
- Arrangements with controlled, related, controlling and audited companies.

These financial statements, consisting of the Balance Sheet, Profit and Loss Account, Statement of Changes in Capital and Reserves, Cash flow Statement and the Explanatory Notes, present a true and fair view of the Company's financial position and trading results for the financial year ended 30 June 2017 and correspond to the accounting records.

Rome, 3 October 2017

On behalf of the Board of Directors
of the general partner
Brand Management S.r.l.

_____
Mauro Baldissoni, LAWYER

A.S. ROMA S.p.A.

Independent auditor's report pursuant to article 14 of Legislative Decree n. 39, dated 27 January 2010 and article 10 of EU Regulation n. 537/2014

Consolidated financial statements as of 30 June 2018

This report has been translated into English from the original, which was prepared in Italian and represents the only authentic copy, solely for the convenience of international readers.

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www.bdo.it

Via Ludovisi, 16
00187 Roma

Independent auditor's Report

pursuant to article 14 of Legislative Decree n. 39, dated 27 January 2010 and article 10 of EU Regulation n. 537/2014

To the shareholders of
A.S. Roma S.p.A.

Report on the consolidated financial statements

Opinion

We have audited the consolidated financial statements of A.S. Roma SPA and its subsidiaries (the Group), which comprise the statement of financial position as of 30 June 2018, the statement of comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion the consolidated financial statements give a true and fair view of the financial position of the Group as of 30 June 2018 and of the results of its operation and cash flows for the year then ended in accordance with International Financial Reporting Standards as adopted by the European Union, as well as the regulation issued to implement article. 9 of Legislative Decree No. 38/05.

Basis for opinion

We conducted our audit in accordance with International Standards on Auditing (ISA Italia). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of this report. We are independent of the Group in accordance with ethical requirements and standards applicable in Italy that are relevant to the audit of financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key audit matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the consolidated financial statements of the current period. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

BDO Italia S.p.A. – Sede Legale: Viale Abruzzi, 94 – 20131 Milano – Capitale Sociale Euro 1.000.000 i.v.
Codice Fiscale, Partita IVA e Registro Imprese di Milano n. 07722780967 - R.E.A. Milano 1977842
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Key audit matter	Audit response
Long - term rights to football player's services *Explanatory notes of the consolidated financial statements: Paragraph "Valuation criteria and accounting principles" and note 1 "Intangible assets with a finite useful life"* Intangible assets with a finite useful life include significant amounts related to "long-term rights to football player's services". Such rights have been booked at the purchase cost inclusive of the incidental charges and amortized on the basis of the duration of the performance contracts stipulated by the Parent company with each single football player. In the event of loss indicators, such as particularly significant injuries or illness or significant capital losses arising from disposals or terminations of contracts after the end of the financial year, Management carry out an evaluation in order to ascertain that the net book value of such rights is not higher than the recoverable value. Such rights are written off by the balance sheet, recognizing the effect in the income statement, following their disposal and/or the termination of the contract with the football player. The date of the accounting written off is determined when all the significant risks, as well as the benefits associated with ownership, has been transferred to the counterparty. For the audit purposes, this item has been deemed as significant considering its amount and the bias involved in the valuation process.	**The main audit procedures performed include:** ▪ Updating the understanding of the criteria of capitalization and of the recoverability evaluation of the amounts booked in the intangible assets; ▪ Updating the understanding as concern the criteria of the right written-offs and the evaluation of the related income statement effects; ▪ The check of the booking related to the main purchase and disposal transactions recorded during the financial year and the check of the existence of the conditions for the income statements elements accounting, in accordance with the international accounting standards. ▪ The carrying out analytical procedures; ▪ The analysis of the accurate calculation and accounting of the amortizations; ▪ The check of the existence of the conditions for the recoverability of the Rights accounted for, in accordance with IAS 36; ▪ The check of the fair representation in the financial statements of Rights, of the income statement elements related to such rights and the adequacy of the disclosure made in the explanatory notes.

Library

Long - term rights to football player's services

Explanatory notes of the consolidated financial statements: Paragraph "Valuation criteria and accounting principles" and note 1 "Intangible assets with a finite useful life"

Other intangible assets include a significant amount of the item "*Library AS Roma*", related to the historical archive of the team television images. This item is valued according to the cost criterion and systematically amortized on straight-line basis with reference to its useful life. The parent company, although no loss indicators have been observed, tests for impairment the value of the Library, supported by an expert, as a part of the wider valuation of the shareholding in ASR Media and Sponsorship S.r.l., the company that holds such rights.

This item has been deemed as significant for the audit activities considering its amount and the complexity of the processes for the valuation and the determination of any related loss in value, deriving from the uncertainness linked to the actual realization of the events foreseen in the plans used as a basis for the impairment tests which, being based on future event hypotheses and Management's actions, are characterized by inherent elements of subjectivity and uncertainness and in particular by the risk that the foreseen events and the actions from which they originate may not occur, or may occur to an extent and at different times from the ones expected

The main audit procedures performed include:

- updating the understanding of the criteria of recognizing and for evaluating the value recoverability;
- the carrying out of analytical procedures
- the check of the existence of the conditions for the recoverability of the amount accounted for, in accordance with IAS 36;
- the test of the reasonableness of the assumptions that are the basis of the plan used for the impairment test and check of the mathematics accuracy of the models. In particular, it has been evaluated the reasonableness of the main assumptions including the discount rates and the growth rates used for the future projections; finally the sensitivity analyses carried out by the expert have been verified;
- the check of the fair representation of the item in the financial statements and the disclosure made in the explanatory notes.

Key audit matter	Audit response
Litigation and related risks: *Explanatory notes of the consolidated financial statements: Paragraph "Valuation criteria and accounting principles" and note 14 "provision for tax-related risks"* The Group is a part in some legal proceedings, including tax disputes. As indicated in the explanatory notes the Group, according to the international accounting standards IAS 37, accounts for a provision if the risk of losing is deemed probable and the amount is determinable, while the risk of losing is mentioned in the explanatory notes when it is deemed possible and/or the amount is not determinable. For the audit purposes, this area has been deemed as significant considering the bias related to the valuation of the litigation underlying risks and their quantification. In particular, the valuation is based on complex elements that by their nature involve Management's judgement about the forecasted outcome of the proceedings, events that are not under the control of Managment.	**The main audit procedures carried out are related to:** ▪ the analysis of the processes put in place by the Management in order to identify and evaluate the contingent liabilities and estimate the risk linked to the litigations; ▪ the reading of the company books; ▪ the sending of the external confirmation letter to the legal consultants of the Company and the analyses of the responses received; ▪ periodic meetings with the legal consultant of the Company; the check of the fair representation of the Provision for Risk and Charges in the financial statements and the disclosure made in the explanatory notes.

Responsibilities of the Management and Those Charged with Governance for the consolidated financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with International Financial Reporting Standards as adopted by the European Union, as well as the regulation issued to implement article 9 of Legislative Decree N0. 38/05 and, within the terms prescribed by law, for such internal control as they determine is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, Management is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless Management either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with International Standards on Auditing (ISA Italia) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit conducted in accordance with International Standards on Auditing (ISA Italia), we exercise professional judgment and maintained professional skepticism throughout the audit. Furthermore:

- We identified and assessed the risks of material misstatement of the consolidated financial statements, whether due to fraud or error; we designed and performed audit procedures responsive to those risks, we obtained audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control;
- We obtained an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control;
- We evaluated the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by Management;
- We concluded on the appropriateness of Management use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern;
- We evaluated the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation;
- We obtained sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for audit opinion on the consolidated financial statements.

We communicated with those charged with governance, identified at an appropriate level as required by ISA Italia regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identified during our audit.

We also provided those charged with governance with a statement that we have complied with relevant ethical and independence requirements applicable in Italy and communicated with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the consolidated financial statements of the current period and are therefore the key audit matters. We described these matters in the auditor's report.

Other information communicated pursuant to article 10 of Regulation (EU) 537/2014

We were engaged by the shareholders meeting of AS Roma S.p.A. on 29 October 2009 to perform the statutory audit of the Company's and the consolidated financial statements for the year ending 30 June 2010 to 30 June 2018.

We declare that we did not provide any prohibited non-audit services, referred to in article 5, paragraph 1, of Regulation (EU) 537/2014, and that we remained independent of the Company in conducting the audit.

We confirm that the opinion on the consolidated financial statements included in this audit report is consistent with the content of additional report prepared in accordance with article 11 of the EU Regulation n.537/2014, submitted to those charged with governance.

Report on other legal and regulatory requirements

Opinion pursuant to article 14, paragraph 2, letter e), of Legislative Decree n. 39/10 and of article 123-bis of Legislative Decree n. 58/98.

Management of A.S. Roma S.p.A. is responsible for the preparation of the report on operations and a report on corporate governance report of AS Roma S.p.A. as of 30 June 2018, including their consistency with the consolidated financial statements and their compliance with the applicable laws and reguation.

We have performed the procedures required under audit standard (SA Italia) n. 720B in order to express an opinion on the consistency of the report on operations and of specific information included in the corporate governance report as provided by article 123-bis, paragraph. 4, of Legislative Decree n. 58/98, with the consolidated financial statements of AS Roma S.p.A. as of 30 June 2018 and on their compliance with the applicable laws and regulations, and in order to assess whether they contain material misstatements, if any.

In our opinion, the report on operations and the specific information included in the corporate governance report mentioned above are consistent with the consolidated financial statements of AS Roma S.p.A. as at 30 June 2018 and are prepared in compliance with applicable laws and regulations.

With reference to the assessment pursuant to article 14, paragraph. 2, letter e), of Legislative Decree n. 39/10 based on our knowledge and understanding of the entity and its environment obtained through our audit, we have nothing to report.

Rome, October 5, 2018

BDO Italia S.p.A.

Signed by Alessandro Fabiano
Partner



ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED AS AT 30 JUNE 2018

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CONSOLIDATED FINANCIAL STATEMENTS AS AT 30 JUNE 2018

ACCOUNTING STATEMENTS

Consolidated Financial statements of the A.S. Roma S.p.A. Group

Piazzale Dino Viola, 1 - 00128 – Rome
Fully paid-in share capital amounting to EUR
Tax Code 03294210582 - VAT No. 01180281006 - Court of Rome No. 862/67 – Economic and Administrative Index No. 303093

BALANCE SHEET – ASSETS

Value in EUR/000	notes	30 06 2018	30 06 2017
A) NON-CURRENT ASSETS			
a) Long - term rights to player's servicesfootball players		237,920	188,937
b) Other fixed assets		22,075	22,561
c) Intangible assets in progress and advance payments		3,545	1,724
Intangible assets with a finite useful life	***1***	**263,540**	**213,222**
a) Plants and machinery		478	330
b) Industrial and commercial equipment		146	149
c) Other assets		916	854
d) Other intangible assets in progress		10	423
Tangible assets	***2***	**1,550**	**1,756**
Investments	***3***	**0**	**0**
a) Trade receivables		51,365	23,468
b) Fixed financial assets		16,732	16,732
c) Other non-current assets		4,550	5,198
Other non-current assets	***4***	**72,647**	**45,398**
Total non-current assets		**337,737**	**260,376**
B) CURRENT ASSETS			
Inventories	***5***	**1,130**	**1,048**
Trade receivables	***6***	**70,919**	**110,488**
Other current assets	***7***	**34,559**	**11,580**
Tax receivables	***8***	**1,496**	**804**
Cash and cash equivalents	***9***	**30,898**	**51,845**
Total current assets		**139,002**	**175,765**
TOTAL ASSETS		**476,739**	**436,141**

BALANCE SHEET – LIABILITIES

Value in EUR/000	notes	30 06 2018	30 06 2017
A) CAPITAL AND RESERVES	***10***		
Share capital		94,332	59,635
Share premium reserve		75,346	10,177
Legal Reserve		1,987	1,987
Provision for actuarial gains (losses)		(763)	(611)
FTA reserve		(85,933)	(85,933)
Share capital paid in by shareholders for future capital increase		13	90,514
Carried-forward profit (loss)		(164,446)	(122,398)
Profit (loss) for the financial year		(25,498)	(42,048)
Capital and reserves of the AS Roma Group		**(104,962)**	**(88,677)**
Third-Party Capital and reserves		(462)	(237)
Total Capital and reserves		**(105,424)**	**(88,914)**
B) NON-CURRENT LIABILITIES			
Medium and long term borrowings	***11***	228,631	231,738
Statutory Severance Fund	***12***	3,578	3,019
Trade receivables	***13***	105,269	53,202
Provisions for tax-related risks	***14***	865	745
Provisions for risks and charges	***15***	3,845	4,851
Other liabilities	***16***	10,593	14,018
Total non-current liabilities		**352,781**	**307,573**
C) CURRENT LIABILITIES			
Trade receivables	***17***	129,855	133,135
Short term borrowings	***18***	37,762	29,346
Tax payables	***19***	7,429	7,735
Social security payables	***20***	1,688	1,221
Other liabilities	***21***	52,648	46,045
Total current liabilities		**229,382**	**217,482**
TOTAL LIABILITIES AND EQUITY		**476,739**	**436,141**

OVERALL PROFIT AND LOSS ACCOUNT

Value in EUR/000	note	30 06 2018	30 06 2017
Match revenue	***22***	**77,219**	**35.252**
Other revenues from sales	***23***	**7,808**	**8.056**
b) Sponsorships		11,842	5.397
c) Broadcast and image rights		128,557	105.573
d) Advertising proceeds		13,814	10.831
e) Other proceeds		11,627	9.891
Other revenues and proceeds	***24***	**165,840**	**131.692**
Total operating revenues		**250,867**	**175.000**
Purchase of raw materials and consumables	***25***	(6,962)	(7,149)
Change in Inventories	***25***	82	336
Service charges	***26***	(47,381)	(42.464)
Hire and lease costs	***27***	(10,671)	(9,793)
Personnel costs	***28***	(158,840)	(145,026)
Other operating costs	***29***	(6,284)	(5,711)
Total operating costs before depreciation, amortization and other write-downs		**(230,056)**	**(209,807)**
Net Result for player activitiesFootball players	***30***	45,922	79,076
Earnings before interest, tax, depreciation and amortization (EBITDA)		**66,733**	**44,269**
Depreciation, amortization and other write-downs	***31***	(59,220)	(58,855)
Provisions for risks	***32***	(546)	(200)
Earnings Before Interest and Taxes (EBIT)		**6,967**	**(14,786)**
Financial proceeds and charges	***33***	(24,714)	(21,309)
Profit/loss before taxes		**(17,747)**	**(36,095)**
Taxes for the financial year	***34***	**(7,976)**	**(6,182)**
Consolidated Profit/loss (including third-party shares)		**(25,723)**	**(42,277)**
Third party profit/loss		(225)	(229)
A.S. Roma S.p.A. Group Profit/loss		**(25,498)**	**(42,048)**
Net profit (loss) per share (EUR)	***35***	**(0.0637)**	**(0.1058)**
Other components of the operating profit/loss:			
Actuarial profits / losses set aside for employee benefits		(152)	368
Other items of the operating profit/loss	***36***	**(152)**	**368**
Group's total operating profit/loss		**(25,650)**	**(41,680)**

CONSOLIDATED CASH-FLOW STATEMENT (EUR/ 000)	Notes	30 06 2018	30 06 2017
A) Profit/loss before taxes		**(17,747)**	**(36,096)**
+Depreciation, amortization and other write-downs	31	57,810	54,974
+ provisions and other write-downs	31 and 32	1,956	3,881
+/- capital gains (losses) on disposals players' rights	30	(53,943)	(94,839)
financial management	33	24,714	21,310
change in inventories	25	(82)	(336)
change in current receivables	6 - 7	(36,744)	15,156
change in current payables	17	(7,340)	(1,124)
change in provisions for risks	15	(1,005)	(360)
change in tax receivables	8	(692)	2,521
change in tax liabilities and provisions for taxes	14 - 19	(186)	(10,108)
change in other current liabilities	20 - 21	7,066	(3,168)
change in other non-current assets	4	648	(1,975)
change in other non-current liabilities	12-16	(3,488)	(264)
+/- tax management	34	(7,976)	(6,181)
B) Operating Cash Flow		**(19,261)**	**(20,512)**
- purchases deferred players' rightsfootball players	1	(144,935)	(91,316)
disposals deferred players' rightsfootball players	30	93,553	135,983
change in receivables from football clubs and specialized organizationsfootball players		23,482	(62,357)
change in payables to football clubs and specialized organizationsfootball players		56,749	8,655
C) Cash Flow from managing long term rights to players services		**28,849**	**(9,035)**
change in investments in tangible and intangible assets	1-2	(2,594)	(5,606)
D) Cash flow from investments		**(2,594)**	**(5,606)**
change in non-current financial receivables		(0)	(5,029)
change in shareholder loans	See table A	8,400	10,780
change in other financial payables	See table A	(161)	54,676
Financial proceeds (charges)	33	(24,714)	(21,310)
change in provision for future share capital increases		0	70,000
Share capital increase additions and change in other reserves		9,012	366
E) Cash flow from loans		**(7,464)**	**109,483**
TOTAL CASH FLOW		**(18,217)**	**38,234**
:			
Change in cash and cash equivalentsnet of negative bank balances:			
Initial cash and cash equivalents		29,053	(9,181)
Final cash and cash equivalents		10,836	29,053
Change in cash and cash equivalents net of negative bank balances		**(18,217)**	**38,234**
Composition of cash and cash equivalents			0
Composition of cash and cash equivalents:			
cash and cash equivalents	9	30,898	51,846
Negative bank balances	18	(20,062)	(22,793)
Final cash and cash equivalents		**10,836**	**29,053**

Changes in Capital and reserves

Value in EUR / 000	Share capital	Legal Reserve	Share premium reserve	FTA Reserve	Actuarial Profit (loss) reserve	Shareholders' reserve for share capital increase	Profits (losses) carried forward	Operating profit/loss	Total Group AS Roma	Third-Party capital and reserves	Third-Party profit/loss	Total consolidated financial statements
Balances as of 30.06.2016	**59,635**	**1,987**	**60,159**	**(85,933)**	**(979)**	**20,514**	**(158,396)**	**(13,984)**	**(116,997)**	**143**	**(151)**	**(117,005)**
Carrying forward of operating result			(49,982)				35,998	13,984	-	(151)	151	-
Share capital paid in for future increase of share capital						70,000			70,000			70,000
IAS 19 discounting					368				368			368
Profit(loss) as of 30.06.2016								(42,048)	(42,048)		(229)	(42,277)
Balances as of 30.06.2017	**59,635**	**1,987**	**10,177**	**(85,933)**	**(611)**	**90,514**	**(122,398)**	**(42,048)**	**(88,677)**	**(8)**	**(229)**	**(88,914)**
Carrying forward of profit(loss)							(42,048)	42,048	-	(229)	229	-
Increase Share Capital	34,697		65,169			(90,501)	-	-	9,365			9,365
IAS 19 discount rate					(152)				(152)			(152)
Profit/loss as of 30.06.2018								(25,498)	(25,498)		(225)	(25,723)
Balances as of 30.06.2018	**94,332**	**1,987**	**75,346**	**(85,933)**	**(763)**	**13**	**(164,446)**	**(25,498)**	**(104,962)**	**(237)**	**(225)**	**(105,424)**

under the Italian Authority for the Supervision of Financ

BALANCE SHEET – ASSETS Value in EUR/000	notes	30 06 2018	of which with related parties	30 06 2017	of which with related parties
A) NON-CURRENT ASSETS					
a) Long - term rights to player's servicesfootball players		237,920		188,937	
b) Other fixed assets		22,075		22,561	
c) Intangible assets in progress and advance payments		3,545		1,724	
Intangible assets with a finite useful life	***1***	**263,540**	**0**	**213,222**	**0**
a) Plants and machinery		478		330	
b) Industrial and commercial equipment		146		149	
c) Other assets		916		854	
d) Other intangible assets in progress		10		423	
Tangible assets	***2***	**1,550**	**0**	**1,756**	**0**
Investments	***3***	**0**		**0**	
a) Trade receivables					
b) Fixed financial assets		51,365		23,468	
c) Other non-current assets		16,732		16,732	
		4,550	2,700	5,198	2,700
Other non-current assets	***4***	**72,647**	**2,700**	**45,398**	**2,700**
Total non-current assets		**337,737**	**2,700**	**260,376**	**2,700**
B) CURRENT ASSETS					
Inventories	***5***	**1,130**		**1,048**	
Trade receivables	***6***	**70,919**	2,093	**110,488**	1,948
Other current assets	***7***	**34,559**	2,879	**11,580**	4,019
Tax receivables	***8***	**1,496**	**0**	**804**	0
Cash and cash equivalents	***9***	**30,898**		**51,845**	
Total current assets		**139,002**	**4,972**	**175,765**	**5,967**
TOTAL ASSETS		**476,739**	**7,672**	**436,141**	**8,667**

Highlighting relations with related parties under Consob Resolution No. 155/19 of 27 July 2006

BALANCE SHEET - LIABILITIES Value in EUR/000	notes	**30 06 2018**	**of which with related parties**	**30 06 2017**	**of which with related parties**
A) CAPITAL AND RESERVES	***10***				
Share capital		94,332		59,635	
Share premium reserve		75,346		10,177	
Legal Reserve		1,987		1,987	
Provision for actuarial gains (losses)		(763)		(611)	
FTA reserve		(85,933)		(85,933)	
Share capital paid in by shareholders for future capital increase		13	13	90,514	90,514
Carried-forward profit (loss)		(164,446)		(122,398)	
Profit (loss) for the financial year		(25,498)	(1,441)	(42,048)	128
Capital and Reserves of the AS Roma Group		**(104,962)**	**(1,428)**	**(88,677)**	**90,642**
Third-Party Capital and reserves		(462)		(237)	
Total Capital and Reserves		**(105,424)**	**(1,428)**	**(88,914)**	**90,642**
B) NON-CURRENT LIABILITIES					
Medium and long term borrowings	***11***	228,631	25,980	231,738	17,780
Statutory Severance Fund	***12***	3,578		3,019	
Trade receivables	***13***	105,269		53,202	
Provision for tax-related risks	***14***	865		745	
Provisions for liabilities and charges	***15***	3,845		4,851	
Other liabilities	***16***	10,593		14,018	
Total non-current Liabilities		**352,781**	**25,980**	**307,573**	**17,780**
C) CURRENT LIABILITIES					
Trade receivables	***17***	129,855	1,310	133,135	1,543
Short term borrowings	***18***	37,762		29,346	
Tax payables	***19***	7,429		7,735	
Social security payables	***20***	1,688		1,221	
Other liabilities	***21***	52,648	3,056	46,045	7,176
Total current Liabilities		**229,382**	**4,366**	**217,482**	**8,719**
TOTAL LIABILITIES AND EQUITY		**476,739**	**28,918**	**436,141**	**117,141**

Consolidated Financial statements of the A.S. Roma S.p.A. Group

highlighting relations with related parties under Consob Resolution No. 155/19 of 27 July 2006

OVERALL PROFIT AND LOSS ACCOUNT Value in EUR/000	note	**30 06 2018**	**of which with related parties**	**30 06 2017**	**of which with related parties**
Match revenue	***22***	**77,219**		**35,252**	
Other revenues from sales	***23***	**7,808**		**8,056**	
b) Sponsorships		11,842		5,397	
c) Broadcast and image rights		128,557		105,573	
d) Advertising proceeds		13,814		10,831	
e) Other proceeds		11,627	201	9,891	464
Other revenues and proceeds	***24***	**165,840**	**201**	**131,692**	**464**
Total operating revenues		**250,867**	**201**	**175,000**	**464**
Purchase of consumables	***25***	(6,962)		(7,149)	
Change in Inventories	***25***	82		336	
Service charges	***26***	(47,381)	(1,210)	(42,464)	(1.138)
Hire, rental and leasing	***27***	(10,671)	(2,700)	(9,793)	(2.700)
Personnel costs	***28***	(158,840)		(145,026)	
Other operating costs	***29***	(6,284)		(5,711)	
Total operating costs		**(230,056)**	**(3,910)**	**(209,807)**	**(3.838)**
Net Result for player activitiesFootball players	***30***	45,922		79,076	
Earnings before interest, tax, depreciation and amortization (EBITDA)		**66,733**	**(3,710)**	**44,269**	**(3.373)**
Depreciation, amortization and other write-downs	***31***	(59,220)		(58,855)	
Provisions for risks	***32***	(546)		(200)	
Earnings Before Interest and Taxes (EBIT)		**6,967**	**(3,710)**	**(14,786)**	**(3,373)**
Financial proceeds and charges	***33***	(24,714)		(21,309)	
Profit/loss before taxes		**(17,747)**	**(3,710)**	**(36,095)**	**(3,373)**
Taxes for the financial year	***34***	**(7,976)**	**2,269**	**(6,182)**	**3.501**
Consolidated Profit/loss (including third-party shares)		**(25,723)**	**(1,441)**	**(42,277)**	**128**
Third party profit/loss		(225)		(229)	
A.S. Roma S.p.A. Group profit/loss		**(25,498)**	**(1,441)**	**(42,048)**	**128**
Net profit (loss) per share (EUR)	***35***	**(0.064)**		**(0.106)**	
Other components of the operating profit/loss:					
Actuarial profits / losses set aside for employee benefits		(152)	0	368	0
Other items of the operating profit/loss	***36***	**(152)**	**0**	**368**	**0**
Group's Total operating profit/loss		**(25,650)**	**(1,441)**	**(41,680)**	**128**



CONSOLIDATED FINANCIAL STATEMENTS AS AT 30 JUNE 2018

EXPLANATORY NOTES

GENERAL INFORMATION

Gruppo A.S. Roma S.p.A. (hereinafter also the "**Group**") is controlled by the Parent Company A.S. Roma S.p.A., which is a joint-stock company incorporated and domiciled in Italy, with registered office at Piazzale Dino Viola No. 1, Rome, the shares of which are listed on the regulated market organized and managed by Borsa Italiana S.p.A. (the Italian Stock Exchange).

The Group is active in the field of professional football and, over time, has added to its traditional sporting activities other activities that focus on managing and exploiting the rights to its brand and image, the most significant of which are licensing its media rights (television, telephone, internet, etc.) to its first team's home matches, as well as sponsorships and promotional-advertising activities.

CONTENTS AND FORM OF THE FINANCIAL STATEMENTS

When these Consolidated Financial Statements were being drafted, the provisions implementing Article 9 of Legislative Decree No. 30/2005 were considered. In drafting the Consolidated Financial Statements as at 30 June 2018, the measures adopted by Consob in Recommendation No. 2080535 of 9 December 2002, Resolutions Nos. 15519 and 15520 of 27 July 2006, Communication No. 6064293 of 28 July 2006 and Consob Recommendation No. 1081191 of 1 October 2010, regarding the information to be included in the financial reports of listed football companies, were applied.

Furthermore, in light of the particular activity performed by A.S. Roma, the accounting recommendations issued by the Italian Football Federation ('FIGC ") were taken under advisement, as well as the provisions set out in the UEFA Licensing Manual concerning compliance with the financial criteria envisaged by the current Italian and international football association regulations governing such matter.

The accounting statements and disclosures set out in these Consolidated Financial Statements have been prepared in compliance with the IAS 1 international standard. The Financial Statements consist of Mandatory Accounting statements (Overall Profit and Loss Account, Balance Sheet, Statement of changes in the Capital and Reserves and Cash Flow Statement), accompanied by Explanatory Notes.

The forms of accounts and information contained in these Consolidated Financial Statements have been prepared in compliance with the IAS 1 international standard. The Financial Statements consist of the Mandatory Accounting Statements (Overall Profit and Loss Account, Balance Sheet, Statement of changes in Capital and Reserves and Cash Flow Statement), accompanied by the explanatory notes.

With regard to the manner in which the Accounting Statements have been drafted, the distinction between current/non-current accounts has been adopted in the Balance Sheet as a way of setting out assets and liabilities. Revenues and costs have, on the other hand, been classified in the Overall Profit and Loss Account on the basis of the nature thereof, and the economic components relating to the management of the pool of football playersfootball players have been indicated separately, so as to have a better understanding of the profit/loss achieved by current management. The Cash Flow Statement has been drafted in accordance with the indirect method and the Operating Profit/Loss has been adjusted in the light of other non-monetary items.

With a view to complying with the instructions given in Consob Resolution No. 15519 of 27 July 2006, titled "Provisions on the formats of financial statements", specific Consolidated Overall Profit and Loss Accounts and Consolidated Balance Sheets have been drafted, in addition to the mandatory accounting statements. The above have highlighted the significant amounts recorded for relationships or transactions entertained with related parties (which have been indicated separately in the relevant lines of the said statements).

It must be noted that, during the 2017/2018 financial year and the previous financial year, there were no significant or unusual transactions provided for under Consob Communication No. 6064293 of 28 July 2006 to report. Furthermore, the schedule of substantial holdings as at 30 June 2018, and the supplementary disclosure required by the Football Association Bodies and Consob on 14 July 2009 in accordance with Article 114 of Legislative Decree No. 58/1998 are set out below. The amounts indicated in the Financial Statements and the Explanatory Notes are indicated in thousands of euros.

The formats of the Profit and Loss Account, the Balance Sheet, the Statement of changes in Capital and Reserves and the Cash Flow Statement are the same as those used for the Consolidated Financial Statements as at 30 June 2017 and indicate, for the purpose of the comparison therewith, the corresponding values as at 30 June 2017.

APPROVAL OF THE SEPARATE FINANCIAL STATEMENTS AND AUTHORIZATION TO PUBLISH

The Separate Financial Statements as at 30 June 2018 were approved by the Board of Directors at the meeting held on 5 October 2018 and have been published, together with the Consolidated Financial Statements, within the terms provided for under the law. These financial statements have been audited by the independent auditing firm BDO Italia S.p.A., and the corresponding report is set out below.

STANDARDS AND SCOPE OF CONSOLIDATION

The accounting data concerning the Group's parent company A.S. Roma S.p.A. (hereinafter also called **"AS Roma"** or the **"Parent Company")** and its subsidiaries are included in the Consolidated Financial Statements, namely:

- Soccer Società in Accomandita Semplice di Brand Management S.r.l. (hereinafter also called "**Soccer Sas**");
- ASR Media and Sponsorship S.r.l. (hereinafter also called "**ASR Media**" or "**MediaCo**");
- Roma Studio S.r.l. (hereinafter also called **"StudioCo"**), which was incorporated and consolidated as of the financial year under review.

The accounting data is aggregated item by item, adding together the corresponding values of assets, liabilities, capital and reserves, revenues and costs, and also considering the fact that intercompany relations have not been considered.

With a view to ensuring that the Consolidated Financial Statements indicate accounting information about the Group as if it were a single economic entity, the following adjustments have had to be made:

- the book value of the Investments has been written off vis-a-vis the corresponding portion of the subsidiary's Capital and Reserves, and the individual assets and liabilities have been recorded with their current value on the date on which control was acquired. Any outstanding balance has, if positive, been entered under the item Non-current Assets, Goodwill and difference on consolidation, whereas it has been entered in the Profit and Loss Account if negative;
- the third parties' share of the Subsidiaries' profit or loss for the financial year in question must be identified;
- the third-party share of the Consolidated companies' capital and reserves are identified separately from the Group's share of the company's Capital and Reserves. Third-party minority interests consist of: (i) the value of those minority interests on the date on which the Investment was acquired, calculated in accordance with IFRS 3; (ii) the third parties' share of changes in the Capital and Reserves on the date of acquisition.

Intra-group balances and transactions, including revenues, costs and dividends or profits, are written off in full, as are profits and losses generated by intra-group transactions, including the book value of assets, such as inventories and fixed assets. Revenues and costs generated by subsidiaries are included in the Consolidated Financial Statements from the date of acquisition onwards, in accordance with the provisions of IFRS 3, that is to say up until the date on which control is lost.

Subsidiaries

Subsidiaries are consolidated from the date on which the Group acquires control thereof and are deconsolidated from the date on which such control ceases. Control means the ability to determine the financial and management policies of an entity and take advantage of the benefits accruing to such company. A company is controlled when the Group effectively holds more than half of the voting rights, actual or potentially exercisable, at the reporting date.

The acquisition is recorded in the accounts on the basis of the acquisition method. The cost of acquisition corresponds to the current value of the assets sold, shares issued, or liabilities undertaken at the date of acquisition, to which are added the costs that are directly attributable to the Group. The balance between the cost of acquisition and the Group's share of the current value of the acquired company's net assets is recorded as goodwill.

Associated companies

Companies over which significant influence is exercised are considered associated companies. This influence is presumed when the Group holds more than 20% of the voting rights on the reporting date, actual or potentially exercisable. The acquisition is posted in the accounts on the basis of the acquisition method described above.

After the acquisition, Investments in associated companies are recorded with the Capital and Reserves method. The Group's shares of the Profit/Loss and the movements in the reserves are posted under the Profit and Loss Account and the Capital and Reserves, respectively. Profits and losses not generated by infragroup transactions are not included in the Group's share of said company's profits and losses. If the Group's share of the losses recorded by an associated company amounts to or exceeds the value of the Investment held in such company, no further losses will be recorded, unless there are obligations to cover the associated company's losses, or payments have been made on behalf of such company.

Joint ventures

Investments in joint ventures are posted in the accounts on the basis of the Capital and Reserves method. Joint control is defined as the contractually established sharing of control over the economic activities conducted by an entity.

Scope of Consolidation

The scope of consolidation includes not only the Parent company A.S. Roma S.p.A., but also the subsidiary Soccer Sas di Brand Management S.r.l., of which A.S. Roma is a Limited Partner. A.S. Roma holds 99.98% of such company's shares and is entitled to 97,39% of its profits, consolidated in accordance with the IAS/IFRS Standards. Since the 2014-2015 financial year, the scope of consolidation includes ASR Media and Sponsorship S.r.l., incorporated in December 2014. The Parent Company directly holds a 11.34% stake in ASR Media and Sponsorship S.r.l. and indirectly holds the remaining 88.66% of the latter company's share capital through its subsidiary Soccer Sas. Since the aforementioned financial year, the scope of consolidation also includes Roma Studio S.r.l., incorporated on 19 January 2018, the shares of which are entirely held by the Group's Parent Company.

VALUATION CRITERIA AND ACCOUNTING PRINCIPLES

In compliance with Legislative Decree No. 38/2005, the A.S. Roma Group has, since the financial year ended at 30 June 2007, adopted the IAS/IFRS International Accounting Standards (hereinafter called the "**IAS/IFRS Standards**"), for the purpose of drafting its Consolidated Financial Statements and the interim accounting statements. Therefore, it has applied these Standards in drafting these Consolidated Financial Statements.

The standards in question refer to the International Accounting Standards (IAS) and International Financial Reporting Standards (IFRS), supplemented by the related interpretations (Standing Interpretations Committee - SIC and International Financial Reporting Interpretations Committee - IFRIC) issued by the International Accounting Standards Boards (IASB), as adopted by the European Union, according to the procedure provided for under Article 6 of Regulation (EC) 1606/02, on the date on which these Financial Statements were approved by the Company's Board of Directors.

The accounting principles adopted for the preparation of these consolidated financial statements are compliant with those adopted for the preparation of the consolidated financial statements as at 30 June 2016.

The Group's management must, as a result of applying the IAS/IFRS standards to the Consolidated Financial Statements drafted by it, provide accounting estimates that are based on overall and/or subjective assessments, past experience and assumptions that are considered reasonable and realistic, as well as on the basis of information that was known when the said estimates were made. The use of these estimates influences the book value of assets and liabilities, including potential assets and liabilities. Should these estimates and assumptions, which have been based on the best assessment made by the Directors, not correspond to what might be the actual situation in the future, they will be amended accordingly. All of these assessments are conducted with a view to the Group continuing as a going concern and are done on an accrual basis.

The following standards have been observed in drafting these Consolidated Financial Statements:

- the items have been evaluated on a going concern basis;
- the items have been booked on an accrual basis;
- the aforementioned items have been presented and classified according a principle of consistency from one financial year to another;
- each significant group of similar items has been shown separately in the Financial Statements; those items that are of a different nature or have a different purpose have been presented separately unless they are irrelevant;
- assets and liabilities, proceeds and costs are not offset unless otherwise required or permitted by a Standard, or by an Interpretation.

Set out below are the most significant items of the aforementioned Financial Statements, as well as the valuation criteria and the accounting standards that have been adopted in connection therewith, taking into account the fact that, during the said financial year, no circumstances occurred making it necessary to disregard the provisions contained in an IAS/IFRS Standard .

General Principle

The Consolidated Financial Statements have been drafted on the basis of the Historical Cost Principle, except in those cases indicated in the following notes, and have also been drafted on a Going-Concern basis.

Ability to continue as a Going Concern

The Directors of the Parent Company have - also having taken into account the forecasts about revenues and cash flow contained in the 2018-2019 Revised Budget - concluded that, despite the fact that losses have still been recorded, there are none of the significant uncertainties, pursuant to paragraph 25 of IAS 1, about the ability to continue as a business concern.

For further details on the considerations made by the Directors about the Group's Ability to Continue as a Going Concern, please refer to the paragraph " Management Outlook" set out in the Management Report.

Intangible assets

IAS 38 (Intangible Assets) defines intangible assets as identifiable non-monetary assets without physical substance. These assets are defined as resources and, therefore, can be recorded in financial statements in the event that, apart from fulfilling the requirement of identifiability, they are controlled by a company as a result of past events, and they are likely to generate future economic benefits for the latter.

The condition of identifiability is satisfied if the intangible asset:

- is separable, that is to say it is capable of being separated, unbundled from the entity in question and sold, transferred, licensed, leased or exchanged, either individually or jointly with the related contract, asset or liability; or

- arises from a contractual or other legal right, regardless of whether these rights are transferable or separable from the company, or from other rights and obligations.

The company controls an asset if it has the ability to take advantage of the future economic benefits arising from said resource and can also limit third parties' access to these benefits. This ability usually arises from the existence of exclusive legal rights, but is not limited to the existence thereof, since the company might be able to control future economic benefits in some other way.

A further condition is the asset's capacity to generate future economic benefits, which can either be revenues, cost reductions, or benefits accruing from the direct use thereof in the company's business activities. The asset is recorded, therefore, when there is a likelihood of future economic benefits accruing thereto, which are measured by using reasonable and sustainable assumptions representing management's best estimate of the economic conditions that will exist during its useful life. This assessment is carried out on the date on which said asset is acquired.

The Intangible Assets recorded in the Financial Statements mainly consist of Long - term rights to player's services football players(hereinafter also called "RPSs") which have been booked under cost, starting from the date on which the related agreements were signed (this includes any ancillary charges that are directly attributable thereto and that have been discounted to take account of payments that have been deferred over several years).

In the event that a contract purchasing a Long - term rights to player's services envisages the deferred payment of further compensation to the football club from which said footballer has come and the payment is subject to conditions, such as the team qualifying for the UEFA Champions League, the subsequent cost is recorded as an increase in the initial cost only when such condition has been fulfilled. This cost increase arises from the consideration that the fulfillment of the condition provided for under the contract (i.e. the team's qualification to the UEFA Champions League) leads to the intangible asset's value increasing and, therefore, to a likely increase in the future economic benefits accruing thereto.

Professional fees for services rendered to the Company by authorized third parties in connection with the acquisition of football playersLong - term rights to player's services are capitalized in the accounts as an ancillary charge only in the absence of conditions precedent (for example, a football player continuing to be registered with the Company). If, on the other hand, these fees are subject to a condition precedent, they are booked under the Profit and Loss Account upon such condition being fulfilled.

Football playersLong - term rights to player's services are depreciated on a straight-line basis according to the term fixed in the agreements executed between the company and individual professional football players dealing with the economic conditions of such relationship. The originally defined amortization plan is extended if there is an early renewal of the said agreement, so as to consider the outstanding useful life.

Football playersLong - term rights to player's services are booked on the date on which the company acquires de facto control over the asset and are written off if this control is actually acquired by third parties. In other words, the possibility of an exclusive entitlement to reap the future economic benefits accruing to such asset becomes relevant.

The Company determines, in particular, the date of disposal, and therefore the date on which the long term rights to players servicesare written off, when:

- the company has transferred significant risks, as well as the benefits associated with ownership thereof
- the company stops having the usual continuous level of involvement that is associated with ownership, as well as effective control over the assets in question;
- the amount of the transfer fees can be reliably measured;
- it is likely that the economic benefits of the disposal will tide over to the transferor club;
- the costs incurred, or to be incurred, in connection with the transaction can be reliably measured.

Payables and receivables respectively generated by the purchase and sale of long term rights to players servicesare booked according to the football player's former club or which they are joining. More specifically, if the football player's's former club is a member of a foreign football association, the related fee consists in payables towards or receivables from football clubs. If, on the other hand, the club belongs to the Serie A League, the part of the fee to be paid by the end of the financial year is recorded, at the beginning of the said financial year, in the Serie A League Transfers account, whereas any surplus due after the end of the said year constitutes a payable towards or receivable from a football club that is intended, in turn, to be included, in the following seasons, in the aforementioned Serie A League Transfers account.

Other intangible assets are recorded according to the cost criterion, which includes any ancillary charges that are directly attributable to the company and are systematically depreciated on a straight-line basis with reference to their useful life, understood as being an estimate of the period in which the assets will be used by the company.

When the indicators point to a loss in the value of Football playersLong - term rights to player's services (for example, particularly significant injuries or illness or capital losses arising from disposals or terminations of contracts after the end of the financial year in question) and of Other Intangible Assets, said rights are evaluated with a view to assessing their recoverable value. In the event that the impairment test shows that there has been a permanent loss of value, the asset is written down.

Property, Plant and Equipment

The IAS 16 Accounting Standard (*Property, Plant and Equipment*) states that Property, Plant and Equipment consist of goods that are held for use in the production or supply of goods or services, or for administrative purposes and are, therefore, neither held for sale nor for real estate investment purposes. Therefore, this item includes:

- costs paid in advance or suspended over multiple financial years the allotment of which is set to contribute to the business income and statement of financial position over several consecutive financial years;
- tangible assets and advance payments made to suppliers against purchasing said tangible assets with a multi-year economic utility.

Property, Plant and Equipment are recorded as assets when:

- it is probable that future economic benefits associated with the asset will accrue to the undertaking; and
- the cost of the asset can be measured reliably.

The requirement as to the certainty of enjoying the future economic benefits accruing to an asset is usually linked to all of the risks and benefits associated with the asset that is being transferred.

Property, Plant and Equipment are initially measured at cost, which includes, in addition to the purchase price or production cost, ancillary charges that are directly attributable thereto or that are necessary to make the assets ready for the use for which they were purchased.

After the initial recognition, the evaluation can be carried out according to the cost model or the revaluation model chosen by the company, applying the chosen policy to an entire class of Property, Plant and Equipment. Under the cost model, the item is carried at its cost, less any accumulated depreciation and any impairment losses.

Under the revaluation model, an item, the fair value of which can be measured reliably is carried at a revalued amount, which is its fair value at the date of the revaluation less any subsequent accumulated depreciation and subsequent impairment losses.

The company adopts the cost method and, therefore, the value of an asset recorded at cost in the financial statements is adjusted in light of the systematic depreciation thereof from the date it is available and ready for use, based on its useful life. Systematic depreciation is defined in the amortization plan on the basis of following items: (i) value to be depreciated; (ii) duration of the depreciation; (iii) criteria for distributing the value to be depreciated.

The following rates apply to the estimated useful life of the following categories of assets:

Generic plants	10%
Technical equipment	15,5%
Electronic equipment	20%
Office furniture and equipment	12%
Heavy duty vehicles	20%
Motor vehicles	25%

The residual value and useful life of tangible assets are reviewed annually and updated, where necessary, at the end of each financial year. The book value of an asset is kept in the financial statements to the extent that there is evidence that this value can be recovered through the use thereof. In determining the possibility that accounting values higher than the value that can be recovered exist, each significant element of the fixed asset is evaluated separately, based on its useful life. Several items, the estimated useful life of which is similar, can, however, be grouped together.

Costs connected with extending, modernizing or improving structural elements can be capitalized solely to the extent that they meet the requirements for being classified separately as an asset, or part of another asset.

Costs incurred in conducting ordinary maintenance and repairs, and in maintaining the assets efficient so as to guarantee the useful life thereof and the originally envisaged production capacity are recorded as costs in the financial year in which they are incurred.

Leased assets

Assets that are held under financial leasing agreements, whereby the risks and benefits associated with title thereto are substantially transferred to the Company, are valued in compliance with IAS Accounting Standard 17. There are also commercial leases, in which the lessor substantially keeps the risks and benefits associated with ownership of said assets. The costs associated with operating leases are recorded in the Profit and Loss Account throughout the term of the contract.

Financial assets

Financial assets are recorded as Current and Non-Current Assets, depending on their maturity date and forecasts regarding the timeframe within which they will be converted into monetary assets, and can refer to loans, receivables, securities (held with the intention of keeping them in the portfolio to maturity), as well as to all those financial assets for which no quotation is available in an active market and whose fair value cannot be reliably determined.

For evaluation purposes, financial assets are split up into the following categories:

- financial assets appraised at the fair value that are recorded in the Profit and Loss Account;
- receivables and loans;
- financial assets to be held to maturity;
- financial assets available for sale.

The classification of the individual financial assets among the above categories is made at the time of their initial accounting entry. The directors then assess, at each financial statement date, the validity of the initial classification.

Financial assets measured at fair value through profit and loss accounts include assets held for trading, and financial assets designated, on purchase, by management to be measured at fair value through Profit and Loss Accounts.

Receivables and loans consist of non-derivative financial assets with fixed or determinable maturity dates, which are not traded on active markets and are classified as Current Assets, except for those financial assets falling due twelve months after the financial statements date, which are classified as Non-Current Assets.

Financial assets to be held to maturity consist of non-derivative financial investments that the company intends to hold to maturity (and it is capable of doing so). Their classification as current or non-current assets depends on whether it is predicted that they will be sold within twelve months of the financial statements date or after such twelve-month term.

Financial assets available for sale are a residual category consisting of non-derivative financial instruments, or instruments that are not attributable to any of the other categories of financial investments. These assets are posted as Non-Current Assets, unless they are expected to be sold within the next twelve months.

Financial assets, regardless of how they are classified, are appraised when they are initially entered in the accounts, at their fair value and, subsequently, at the depreciated cost, using the effective interest method.

After they have been initially recorded:

- financial assets appraised at their fair value in the Profit and Loss Account and available-for-sale financial assets are recorded at their fair value. The variations in the fair value are, in the former case, recorded in the Profit and Loss Account in the period in which they occur, whereas, in the latter case, they are recorded in a specific Capital and Reserves fund, which will be transferred to the Profit and Loss Account when the financial asset is effectively sold or, in case of the value thereof decreasing, when it is clear that the suspended impairment recorded as Capital and Reserves cannot be recovered;

- receivables, loans, and financial assets to be held to maturity are posted in the accounts with the depreciated cost method, using the effective rate of return method. Receivables that are - under the relevant contract - non-interest bearing and that fall due after a twelve-month term are discounted using market rates. If there is objective evidence of the value of financial assets being reduced, their value will be accordingly reduced and recorded at the discounted value of the flows that can be obtained in future, with the said impairments being recorded in the Profit and Loss Account. The value of the previously reduced assets is reinstated if there are no longer the causes that led to the write-down.

Investments

Investments are recorded depending on whether they refer to:

- Subsidiaries, on which control is exercised in accordance with IAS 27;
- Associates and joint ventures, identified under IAS 28, namely those over which significant influence is exercised (which is presumed when at least 20% of the votes can be exercised at the ordinary shareholders' meeting) and which are neither subsidiaries nor joint ventures;
- Holdings;
- Other companies, which do not meet the requirements of companies that are controlled or undergo significant influence and that are not intended for sale.

Investments in associates and joint ventures are posted in the accounts by using the Capital and Reserves method.

Other investments are valued at their fair value or, if this cannot be measured reliably, they are valued at cost and adjusted, if necessary, to take into account the impairment value.

If an impairment of the Investments' value is ascertained when drafting the financial statements, the book value thereof is impaired to align it with its recoverable value, unless the loss has already been taken into account in the purchase price calculation.

FIGC Accounting recommendations

As is well known, the Company is required to adopt the IAS/IFRS accounting standards and apply the Accounting Recommendations issued by Consob, even though the Italian Football Association (FIGC) issued its own Accounting Recommendations on 24 December 2008, which must be followed by football clubs when posting accounts and drafting their financial statements and interim accounting statements.

Trade receivables and other receivables

Trade Receivables and Other Receivables, which are posted as Current or Non-Current Assets, are initially posted in the accounts at their fair value and are subsequently appraised at their fair value, or at the depreciated cost thereof, which is based on the actual interest rate. If there is objective evidence of their value being impaired, the asset's value will be accordingly reduced and recorded at the current value of the flows expected therefrom.

More specifically, provisions for the impairment of trade receivables or other receivables are made when there is objective evidence that the Company will not be able to collect the full amount of the receivable claimed. The sum for which provision is made amounts to the difference between the book value of the receivable and the current value of the expected cash flows calculated at the actual interest rate.

Inventories

Inventories posted as Current Assets are appraised at whichever is the lower between the cost and the net disposal value thereof, in accordance with the IAS 2 Accounting Standard, so as to record any impairments (caused by damage, deterioration, obsolescence) as losses in the year in which they are expected to occur, and not in the year in which they will occur after having been sold.

The cost of inventories, calculated by using the weighted average method, includes all the costs of acquisition and the other costs incurred in bringing them to the location in which they are to be sold and making them suitable for such sale.

Cash and cash equivalentsCash and cash equivalents, which consist of actually existing funds and which are recorded as Current assets in the balance sheet, consist of:

- cash;
- instruments that can be assimilated thereto;
- existing bank cheques and bankers' draft held by the main cashier;
- deposits with banks and credit institutions in general, available for current transactions;
- postal accounts;

Provisions for risks and charges

Provisions for risks and charges are recorded when losses occur and charges of a specific nature that certainly or probably exist are incurred, whose amount and/or date of occurrence cannot, however, be determined at the end of the financial year. Provisions are posted for accounting purposes in accordance with IAS 37, when:

- the company is bound by a current (legal or implied) obligation as a result of a past event;
- it is probable that economic resources will have to be to be used to satisfy this obligation;
- it is possible to reliably estimate the amount necessary to fulfil the said obligation.

The Provisions are made on the basis on the Directors' best estimates of the amounts needed to settle outstanding obligations at the reference date.

Severance indemnity provision

A.S. Roma Group uses only pension schemes that fall into the category of defined contribution plans. The only form of benefit that is provided to employees after the employment relationship has come to an end is the Employees' Severance Indemnity (TFR, as per Italian acronym) to which they are entitled under the law, namely Article 2120 of the Italian Civil Code.

In compliance with the IAS 19 Accounting Standard, this benefit is envisaged by the defined contribution plans, whereby the company undertakes to provide the agreed benefits to current and former employees, taking upon itself the actuarial risks connected with such plan (i.e. that the benefits are lower than those predicted), as well as the investment risks connected therewith (i.e. that the assets that have been invested are not enough to provide the benefits predicted). Therefore, the cost of this plan is not defined on the basis of the contributions due for the year, but is determined on the basis of demographic assumptions, statistics and salary trend forecasts.

In accordance with the provisions of IAS 19, the amount of the liability for future benefits recorded in the Balance Sheet is the current value of the obligation at the Consolidated Financial Statements' closing date, which is increased by any net actuarial profits that have accrued thereto after the following have been deducted: (i) any social security costs that have been incurred in connection with past services that have not yet been recorded; (ii) the fair value, as of the Consolidated Financial Statements' reference date, of the assets (if any) that will be used for the purpose of directly discharging the obligations envisaged under the plan.

Employees' Severance Indemnities are determined by applying the actuarial method. The rights accrued by the said employees during the financial year in question are recorded in the Profit and Loss Account in the Labor Costs item, whereas the figurative financial charge that the company would incur if it borrowed an amount equal to the Employees' Severance Indemnity is recorded as a Financial Charge. Actuarial gains and losses, which reflect the effects of changes in the actuarial assumptions on which the Company has based its calculations, are recorded in the Overall Profit and Loss Account, taking into account the residual average working life of employees.

For some categories of professional sportsmen and corporate executives, only the liabilities for the accrued Employees' Severance Indemnities still held by the company are recorded, for the purposes of IAS 19, since the Severance Indemnities accruing after the enactment of the Italian Budget Law No. 296 of 27 December 2006 have been conferred, in whole or in part, to a separate entity (Managers' Social Security Fund - Previndai). As a result of these payments, with reference to the said amounts that have been conferred, the company will no longer have obligations in connection with the work performed in the future by the employees in question (*Defined contribution plan*).

Financial liabilities

Financial liabilities are initially recorded at their fair value and, subsequently, valued at the depreciated cost thereof. The balance between the amount collected and the total balance of the repayments is recorded in the Profit and Loss Account, based on the how long the loan lasts. These liabilities are classified as Current Liabilities, unless the Company is entitled to repay them beyond the next twelve months. In this case, the only portion of the payable falling due within twelve months is classified as a Current liability, whereas the remainder will be recorded as non-current liabilities.

A financial liability, or a part thereof, is written off from the balance sheet when, and only when, this liability has been discharged, that is to say when the obligation has been fulfilled, or has been written off, or has become time barred. An exchange between debtors and creditors of debt instruments with substantially different conditions will be recorded as a discharge of the original financial liability and a new financial liability will be recorded. Similarly, a substantial change in the conditions of an existing financial liability, or a part thereof, will be recorded as a discharge of the original liability and a new financial liability will be recorded.

The balance between the carrying amount of a financial liability, or a part thereof, which has been discharged or transferred to a third party, and the consideration paid therefor, including any non-monetary assets transferred or liabilities undertaken, will be recorded in the Profit and Loss Account.

Current and deferred taxes

Current taxes are calculated based on the estimated taxable income for the financial year in question, and the current tax rates are accordingly applied.

Deferred taxes are calculated on all the assets and liabilities' temporary balances (i.e. the difference between the value thereof calculated for tax purposes and book value thereof recorded in the Consolidated Financial Statements). Deferred taxes are calculated using the rates that are reasonably expected to be applied when the deferred tax assets are converted into cash or the liabilities are paid. More specifically, deferred tax assets are posted in the accounts to the extent that it is forecasted that there will in all likelihood be future taxable income sufficient to offset the temporary balances when they are being written off.

Revenues and costs

Revenues (recorded net of any returned goods, discounts, allowances and premiums) and Costs are recorded in the Consolidated Profit and Loss Account on an accrual basis. More specifically, Matchday revenues generated from ticketing and season tickets, and Proceeds generated from the licensing of broadcasting rights for the Serie A Championship home matches are recorded on the actual date in which the matches take place.

Capital gains and losses from the final disposal of football playerslong - term rights to player's services are recorded in the Profit and Loss Account on the date of disposal, as defined in more detail in the paragraph "Intangible assets" and are classified in the line that includes proceeds generated and charges incurred in Result from Player's activitiesfootball players.

Bonuses received and paid in connection with the achievement of sporting results are posted in the Profit and Loss Account on the date on which the sporting event that leads to the recognition thereof takes place and are paid or received based on the underlying contracts or agreements.

Functional and presentation currency

The Euro is the functional and presentation currency of the Group's companies. The figures shown in the accounting statements and in the explanatory notes are indicated in thousands of EUR.

Payments and balances in foreign currency

Payments in foreign currencies are converted at the exchange rate applied on the date of payment. Exchange rate gains and losses arising from such payments and from the conversion of monetary assets and liabilities in foreign currency at the exchange rates applied at the end of the period are posted in the Profit and Loss Account.

The balances arising from the conversion of non-monetary assets or liabilities are posted in the Capital and Reserves or the Profit and Loss Account depending on whether the profits or losses connected with the evaluation of these items are posted directly in the Capital and Reserves or the Profit and Loss Account.

ACCOUNTING STANDARDS, AMENDMENTS AND INTERPRETATIONS RECENTLY ISSUED BY THE IASB

Accounting standards, amendments and interpretations applicable from 1 July 2017

- Commission Regulation (EU) 2017/1989 of 6 November 2017, published in the Official Journal L 291 of 9 November 2017, adopted the Amendments to IAS 12 *Income Taxes - Recognition of deferred tax assets for unrealized losses*. The amendments aim to clarify how to account for deferred tax assets related to debt instruments measured at fair value. The companies apply the amendments, at the latest, starting from the initial date of their first financial year commencing on 1 January 2017 or later. These changes have had no effect on the assessment of the related accounting entries and on the disclosures provided in this Consolidated Report.
- Commission Regulation (EU) 2017/1990 of 6 November 2017, published in the Official Journal L 291 of 9 November 2017, adopted Amendments to IAS 7 *Statement of Cash Flow - Disclosure initiative that aims to clarify IAS 7* and that aims to improve disclosures about an entity's financing activities provided to users of the financial statements. The companies apply the amendments, at the latest, starting from the initial date of their first financial year commencing on 1 January 2017 or later. The Consolidated Cash Flow Statement has been adjusted to the IAS 7 requirements and a reconciliation of the opening and closing balances of the liabilities arising from the granting of loans has been provided.

Accounting standards, amendments and interpretations not yet applicable and not adopted in advance

- Commission Regulation (EU) 2018/519 of 28 March 2018, published in the Official Journal L 87 of April 3, 2018, adopted IFRIC Interpretation 22 *Foreign Currency Transactions and Advance Consideration*. The Interpretation clarifies the accounting for transactions that include the receipt or payment of advance consideration in a foreign currency. The companies apply the amendments, at the latest, starting from the initial date of their first financial year starting on or after 1 January 2018.

- Commission Regulation (EU) 2018/498 of 22 March 2018, published in the Official Journal L 82 of 26 March 2018, adopted Amendments to IFRS 9 *Financial Instruments - Prepayment features with negative compensation*. The amendments aim to clarify the classification of certain pre-payable financial assets when applying IFRS 9. The companies apply the amendments, at the latest, starting from the initial date of their first financial year starting on or after 1 January 2019.

- Commission Regulation (EU) 2018/400 of 14 March 2018, published in the Official Journal L 72 of 15 March 2018, adopted Amendments to IAS 40 *Investment Property – Transfers of Investment Property*. The amendments clarify when a company is authorized to change the status of a property that was not an "investment property" as such or vice versa. The companies apply the amendments, at the latest, starting from the initial date of their first financial year starting on or after 1 January 2018.

- Commission Regulation (EU) 2018/289 of 26 February 2018, published in the Official Journal L 55 of 27 February 2018, adopted Amendments to IFRS 2 *Share-based Payments* that aims to clarify how companies should apply the standard in certain specific cases. The companies apply the amendments, at the latest, starting from the initial date of their first financial year starting on or after 1 January 2018.

- Commission Regulation (EU) 2018/182 of 7 February 2018, published in the Official Journal L 34 of 8 February 2018, adopted the Annual Improvements to the 2014-2016 IFRS, which have led to amendments being made to IAS 28 *Investments in Associates and Joint Ventures*, IFRS 1 *First-time Adoption of International Financial Reporting Standards* and IFRS 12 *Disclosure of Interests in Other Entities*. The objective of the annual improvements is to address non-urgent issues on areas of inconsistency in the IFRS or provide clarifications about the wording, which were discussed by the IASB during the project cycle. The companies apply the amendments to IAS 28 and IFRS 1, at the latest, starting from the initial date of their first financial year starting on or after 1 January 2018. The companies apply the amendments to IFRS 12, at the latest, starting from the initial date of their first financial year commencing on 1 January 2017 or later. As at 30 June 2018, the AS Roma Group did not hold investments available for sale and, therefore, these changes have had no effect on the disclosure that has been provided in this Consolidated Half-Year Report.

- Commission Regulation (EU) 2016/1905 of 22 September 2016, published in the Official Journal L 295 of 29 October 2016, adopted IFRS 15 *Revenues from contracts with customers*, which aims to improve the financial reporting of revenue and, therefore, overall the comparability of revenues in financial statements. The companies apply the standard, at the latest, from the initial date of their first financial year starting on or after 1 January 2018. The Company does not foresee any significant impact on its financial statements as a result of the application of the new standard.

- Commission Regulation (EU) 2017/1987 of 31 October 2017, published in the Official Journal L 291 of 9 November 2017, adopted *Clarifications to IFRS 15 'Revenue from Contracts with Customers'*. The amendments aim to clarify certain requirements and provide a further transitional facilitation for companies applying the said Standard. The companies apply the amendments, at the latest, starting from the initial date of their first financial year starting on or after 1 January 2018.

- Commission Regulation (EU) 2016/2067 of 22 November 2016, published in the Official Journal L 323 of 29 November 2016, adopted IFRS 9 *Financial instruments*, which aims to improve financial reporting on financial instruments by addressing the issues arising therefrom during the financial crisis. More specifically, IFRS 9 responds to the G20's invitation to make the transition to a more forward-looking model for the recognition of expected losses on financial assets. The companies apply the standard, at the latest, from the initial date of their first financial year starting on or after 1 January 2018. The Group has completed its analysis of the impact produced by adopting the said Standard and has assessed an initial gross effect of approximately EUR 300,000.

- Commission Regulation (EU) 2017/1988 of 3 November 2017, published in the Official Journal L 291 of 9 November 2017, adopted *Applying IFRS 9 Financial Instruments with IFRS 4 Insurance Contracts (Amendments to IFRS 4)*. The amendments to IFRS 4 aim to remedy the temporary accounting consequences of the mismatch between the date of entry into force of IFRS 9 and the date of entry into force of the new accounting standard on insurance contracts that replaces IFRS 4 (IFRS 17). Companies apply the Amendments to IFRS 4 starting from the initial date of their first financial year commencing on 1 January 2018 or on a later date. However, without prejudice to the aforementioned conditions, financial conglomerates can choose to apply the Amendments to IFRS 4 starting from the initial date of their first financial year starting on or after 1 January 2018.

- Commission Regulation (EU) 2017/1986 of 31 October 2017, published in the Official Journal L 291 of 9 November 2017, adopted IFRS 16 *Leases*, which intends to improve the financial reporting on lease agreements. The companies apply the standard, at the latest, from the initial date of their first financial year starting on or after 1 January 2019. A more detailed analysis will be conducted in the future to determine the possible effects thereof.

Accounting Standards, amendments and interpretations that are still not applicable, insofar as they have yet to be approved.

- IFRS 14 - Regulatory Deferral Accounts.
- IFRS 17 – Insurance Contracts
- IFRIC 23 – Uncertainty over Income Tax Treatments
- Amendments to IFRS 10 and IAS 28 - Sale or Contribution of Assets between an Investor and its Associate or Joint Venture.
- Amendments to IAS 7 – Disclosure initiative.

RELATIONS WITH RELATED ENTITIES

Transactions were entered into with related entities during the management operations, as set out in the Management Report, to which reference is made. The terms and conditions of these transactions were agreed at arm's length. The supplementary tables show the formats of the Consolidated Balance Sheet and Profit and Loss Account, which highlight the significant amounts agreed in the transactions entered into with related parties.

INFORMATION ON THE TREND IN TRANSACTIONS BY BUSINESS SECTOR AND GEOGRAPHICAL AREA

The primary business segment in which the Group is involved consists in the national and international football competitions in which its Parent Company A.S. Roma takes part. As a result thereof, the economic and financial components of the consolidated Financial Statements are essentially attributable to this type of activity. Furthermore, the most significant part of the Group's activity is carried out in Italy.

The subsidiary Soccer SAS is responsible for conducting complementary and ancillary activities, such as Merchandising, Promotional-Advertising activities and Licensing and, since February 2015, it has conducted Media activities, which have been licensed to it by Media Co and which are conducted with the support of the subsidiary Roma Studio S.r.l., which has been operating since the end of June 2018.

This data, which has been broken down by business segment and by geographical area, has been submitted, in compliance with IFRS 8, in accordance with the same accounting principles adopted while drafting and submitting the consolidated Financial Statements. The primary reporting format refers to the business segments in which the group operates.

For management purposes, the Group is organized in Italy in two main operational areas: The Sports Division and the Commercial Division. Starting from January 2007, the Commercial Division (marketing, licensing, editorial, advertising, sponsorship) has been conferred on Soccer Sas, which was incorporated just for such purpose and which is 99.98% owned by A.S. Roma. The commercial activities were reorganized in the 2014-2015 financial year when a new company called ASR Media and Sponsorship S.r.l. was created, to which all the commercial activities were conferred with the exception of the AS Roma sports core business, the management of which was subsequently delegated to the subsidiary Soccer SAS. Therefore, in addition to the information set out therein, data broken down by business segment is set out in the following table:

Consolidated Financial Statements as at 30 June 2018	**Sports**	**Commercial**	**Total**
Matchday revenues	77,219	-	77,219
Other proceeds from sales	272	7,536	7,808
Sponsorships	6,000	5,842	11,842
Broadcast and image rights	121,343	7,214	128,557
Advertising proceeds	0	13,814	13,814
Other proceeds	11,420	207	11,627
Total revenues for the financial year	**216,254**	**34,613**	**250,867**
Purchase of consumables	(3,293)	(3,669)	(6,962)
Change in Inventories	-	82	82
Service charges	(35,625)	(11,756)	(47,381)
Hire and lease costs	(8,907)	(1,764)	(10,671)
Staff costs	(152,454)	(6,386)	(158,840)
Other management charges	(5,277)	(1,007)	(6,284)
Total Operating Costs for the financial year before depreciation, amortization and other write-downs	**(205,556)**	**(24,500)**	**(230,056)**
Football players' net operating management	45,922	-	45,922
Earnings before interest, tax, depreciation and amortization (EBITDA)	**56,620**	**10,113**	**66,733**
Depreciation, amortization and other write-downs	(57,946)	(1,820)	(59,766)
Earnings Before Interest and Taxes (EBIT)	**(1,326)**	**8,293**	**6,967**

For the purposes of comparison, the corresponding values recorded in the previous year are set out below:

Consolidated Financial Statements as at 30 June 2017	**Sports**	**Commercial**	**Total**
Matchday revenues	35,252	-	35,252
Other proceeds from sales	0	8,056	8,056
Sponsorships	0	5,397	5,397
Broadcast and image rights	98,408	7,165	105,573
Advertising proceeds	0	10,831	10,831
Other proceeds	9,676	215	9,891
Total revenues for the financial year	**143,336**	**31,664**	**175,000**
Purchase of consumables	(3,192)	(3,957)	(7,149)
Change in Inventories	-	336	336
Service charges	(31,467)	(10,997)	(42,464)
Hire and lease costs	(8,058)	(1,735)	(9,793)
Staff costs	(138,828)	(6,198)	(145,026)
Other management charges	(5,497)	(214)	(5,711)
Total Operating Costs for the financial year before depreciation, amortization and other write-downs	**(187,042)**	**(22,765)**	**(209,807)**
Football players' net operating management	79,076	-	79,076
Earnings before interest, tax, depreciation and amortization (EBITDA)	**35,370**	**8,899**	**44,269**
Depreciation, amortization and other write-downs	(56,817)	(2,238)	(59,055)
Earnings Before Interest and Taxes (EBIT)	**(21,447)**	**6,661**	**(14,786)**

MAIN SOURCES OF UNCERTAINTY IN MAKING BUDGET FORECASTS

The drafting of the Financial Statements requires Management to make estimates and assumptions that have an effect on the values of the assets and liabilities and on the report relating to potential assets and liabilities at the reference date. The estimates and assumptions used are based on experience and on other factors considered relevant. The actual results may differ from these estimates. The estimates and assumptions are reviewed periodically, and the effects of each change are immediately reflected in the Profit and Loss Account, in the year in which the estimate is adjusted. The most significant lines of the financial statements that require a greater degree of subjectivity are Football playersLong - term rights to player's services, Provisions for tax-related risks and Provisions for risks and charges.

FINANCIAL RISK MANAGEMENT

These Consolidated Financial Statements have been drafted in compliance with the provisions of IFRS 7, which requires additional information about the significance of financial instruments in terms of performance, financial indebtedness, level of exposure to risk arising from the use of the said financial instruments, as well as a description of the objectives, policies and the accounting procedures implemented by the management in order to manage these risks.

The main risks connected with the ordinary performance of the A.S. Roma Group's operations can be summarized as follows:

- ***Credit risk***

  The Company does not have a significant concentration of credit risk and has adopted appropriate procedures to minimize exposure to this risk. More specifically, the receivables from Italian football clubs are secured by guarantees, as required by the current football association regulations governing transfer campaigns so as to ensure that the clearing house provided by the Italian Football League functions properly. The Receivables from foreign football clubs are usually secured by bank guarantees that in any case are due from companies belonging to the European football associations affiliated to UEFA or non-European football associations affiliated to FIFA and, therefore, subject to the regulations issued by such international bodies that ensure property rights connected with their participation in international and national competitions are protected in their respective countries of origin.

  Receivables from proceeds generated by the licensing of broadcast rights that have been marketed in a centralized manner by the Italian Football League starting from the 2010-2011 financial year are not secured by guarantees. However, in light of the many years of experience and the high standing of the Issuers in question, significant insolvency risks are not foreseen. The remaining unsecured receivables, which are an insignificant part of the overall pool of Receivables, are monitored by the Company, which assesses the risks of collection by also specifically making provision for bad debts.

- ***Interest rate risk***

  There are no interest rate risks for the medium/long-term loans disbursed under the loan agreement signed with Goldman Sachs International and Unicredit S.p.A., as last amended on 22 June 2017, since they are substantially regulated at a fixed rate (which are variable but have a minimum pre-established value and a wide margin of invariability). We do not believe that there are interest rate risks (even though such interest rates are variable) for other financial instruments, which mainly consist of credit lines opened on current bank accounts and factoring advances, since there is a limited timeframe within which to repay them and the interest rates are stable. Therefore, there is no need to present a sensitivity analysis on the effects that could be generated on the Profit and Loss Account and on the Capital and Reserves account by an unexpected and unfavorable change in interest rates.

- ***Exchange rate risk***

  The Group carries out almost all the acquisitions and disposals in EUR. Therefore, it is not subjected to significant exchange rate fluctuation risks.

- ***Derivative financial instruments risk***

  In the year under review and in previous years, the Group did not subscribe any hedging or trading derivative financial instruments.

- ***Liquidity risk***

  The liquidity risk is the risk that the available financial resources might not be sufficient to cover maturing obligations. The Group manages the liquidity risk by trying to maintain a constant balance between sources of funding generated from current operations and from the use of financial resources provided by credit institutions and from the use of the available cash, fulfilling the objectives set by its economic-financial budget. Cash flows, financial needs and liquidity are constantly monitored, with a view to ensuring that resources are managed in an effective and efficient manner.

  More specifically, it should be noted that its ability to meet its ordinary cash requirements could be affected by the mechanism for channeling cash at bank and in hand under envisaged in the Loan Agreement signed in February 2015 with Goldman Sachs and Unicredit, as “Mandated Lead Arranger and Bookrunner", which has been amended by the Amending Agreement signed in June 2017. The Loan Agreement provides for a mandatory mechanism for channeling cash at bank and in hand that has been received and used so as to guarantee the exact fulfilment of the obligations undertaken, which consists in the assignment of receivables without recourse or the appointment of MediaCo as collection agent, which has the task of collecting all the receivables assigned without recourse or as collateral and, therefore, to collect each payment made by, or on behalf of, the debtors of AS Roma and Soccer Sas concerning, in particular, the Broadcast rights for the Serie A championship and European competitions, licensing and sponsorships, as well as the "direct media rights", whose activities are currently connected to the "Roma TV" television channel and the "Roma Radio" radio channel, as well as the other activities conducted on digital platforms (e.g. the website, Facebook, Twitter, WeChat, Instagram, YouTube, Pinterest, Giphy, Weibo). By virtue of this contractual mechanism, the use of the Group's cash at bank and in hand can be temporarily limited, with negative effects on the cash made available to meet the Group’s very short-term cash needs, with the result of preventing creditors rom being paid at the due dates set out in the related contracts, which, in the specific case of payables towards football clubs for the transfer of football players, and emoluments (including taxes and social security contributions that have accrued vis-à-vis registered football players), can prevent the National License being issued that allows the Company to be registered in the Serie A Championship and the UEFA License that allows it to be registered in the European competitions.

- ***Risk associated with contractual covenants***

  Certain loan agreements are backed by covenants, by the forfeiture of the guarantor’s right that the guarantee is firstly enforced against the main debtor, by cross-default clauses and by obligations whose violation or triggering could lead to the termination of the contract in question and an early repayment obligation, which would have a significant adverse effect on the Group’s economic, financial and equity situation and which could compromise its ability to continue as a going concern.

  More specifically, it should be noted that, with regard to the Loan Agreement signed in February 2015 with Goldman Sachs and Unicredit as "*Mandated Lead Arranger and Bookrunner* ", the covenants provided for under the contract, as of the date of this Report, have been performed in all of the quarters going from 30 June 2015 onwards (which is the first end-of -quarter date that is being reported here) and that no violation of the negative pledges has occurred and no events have occurred that have entailed the forfeiture of the guarantor’s right that the guarantee is firstly enforced against the main debtor or a mandatory early repayment.

ANALYSIS OF BALANCE SHEET ITEMS

ASSETS

A) NON-CURRENT ASSETS

Non-current activities amounting to EUR 337,737 thousand (EUR 260,376 thousand as at 30 June 2017) recorded a net increase of EUR 77,361 thousand in the financial year in question, mainly due to the growth in investments in multi-year rights and the increase in receivables from football clubs due to the transfer of long term rights to players services (hereinafter also called "**RPSs**").

1. INTANGIBLE ASSETS WITH A FINITE USEFUL LIFE

Intangible assets with a finite useful life amounting to EUR 263,540 thousand (EUR 213,222 thousand as at 30 June 2017) recorded a net increase of EUR 50,318 thousand in the financial year in question, mainly due to investments in long term rights to players servicescompleted during the said financial year.

(Amounts in thousands of EUR)	30.06.17	Increases	Decreases	Depreciation	30.06.2018
Long - term rights to player's services	188,937	144,935	(39,610)	(56,342)	237,920
Other intangible assets	22,561	629	-	(1,115)	22,075
Fixed assets under development	1,724	1,821	-	-	3,545
Total	**213,222**	**148,385**	**(39,610)**	**(57,457)**	**263,540**

Long - term rights to player's services ("RPSs")

Long - term rights to player's services amounting to EUR 237,920 thousand (EUR 188,937 thousand as at 30 June 2017), net of depreciation and adjustments made in accordance with international accounting standards (IAS), recorded a net increase of EUR 48,983 thousand during the said financial year, as a result of:

1. increases in investments in RPSs amounting to EUR 152,844 thousand (EUR 91,316 thousand as at 30 June 2017). Taking into account the adjustments made during the financial year for the purpose of aligning the value of the RPSs to payments amounting to EUR 7,909 thousand (EUR 1,502 thousand as at 30 June 2017) to be made under the relevant contracts beyond a 12-month term, the net investments made in acquiring the RPSs amounted to EUR 144,935 thousand (EUR 89,814 thousand as at 30 June 2017);

2. impairments due to transfers of RPSs (net of the related accumulated depreciation) totaling EUR 39,610 thousand (EUR 40,025 thousand as at 30 June 2017). This value includes the adjustment made at the end of the year with reference to the recoverable value of the RPSs (i.e. the fair value thereof) for transfers completed after the end of the year. More specifically, the write-downs of RPSs have been included in the said balance following the consensual termination of the related contracts or the definitive assignment of the said RPSs and the adjustments made to the fair value (which took place immediately after the end of the said financial year) for the net book value of the long term rights to players services ofplayers Castan, Mendez Oliveira, Ganea, Ombiongo and Hmaidat, which amounted to EUR 3,025 thousand (EUR 326 thousand as at 30 June 2017);

3. amortizations amounting to EUR 56,342 thousand (EUR 53,827 thousand as at 30 June 2017), taking into account the adjustments made thereto that have been described in the previous paragraph.

Football Player	Historical cost 30.06.17	Increases for acquisitions	Decreases for transfers and terminations	Historical cost 30. 06.18	Contract expiry	Contract outstanding years	Depreciation Funds 30.06.17	Decreases for transfers and terminations	Depreciation as at 30. 06.18	Total Depreciation 30. 06.18	Net Book Value
ALISSON	8,300	0	0	8,300	2021	3	(1,660)	0	(1,660)	(3,320)	4,980
ANOCIC	400	0	0	400	2020	2	(266)	0	(45)	(311)	89
ANTONUCCI	150	100	0	250	2022	4	(88)	0	(22)	(110)	140
BESUIJEN	0	270	0	270	2020	2	0	0	(81)	(81)	189
BIANDA	0	6,245	0	6,245	2023	5	0	0	0	0	6,245
BORG	250	0	(250)	0	2018	0	(165)	250	(85)	0	0
CALABRESI	200	0	(200)	0	2020	2	0	64	(64)	0	0
CAPRADOSSI	160	0	0	160	2020	2	(23)	0	(46)	(69)	91
CARGNELUTTI	25	0	0	25	2020	2	0	0	(8)	(8)	17
CASASOLA	89	0	(89)	0	2018	0	(59)	59	0	0	0
CASTAN	5,250	250	(5,500)	0	2020	2	(3,921)	4,437	(516)	0	0
CELAR	0	750	0	750	2021	3	0	0	(175)	(175)	575
CENGIZ UNDER	0	15,601	0	15,601	2022	4	0	0	(2,935)	(2,935)	12,666
COLY SIDY KEBA	68	100	0	168	2021	3	(12)	0	(35)	(47)	121
CORIC	0	9,000	0	9,000	2023	5	0	0	0	0	9,000
CORLU	0	190	0	190	2020	2	0	0	(60)	(60)	130
DEFREL	0	17,491	0	17,491	2022	4	0	0	(1,565)	(1,565)	15,926
DIALLO BA	60	0	(60)	0	2018	0	(35)	60	(25)	0	0
DICOMBO	300	0	(300)	0	2019	1	(164)	230	(66)	0	0
DOUMBIA	15,888	0	(15,888)	0	2019	1	(8,639)	10,466	(1,827)	0	0
DZEKO	21,053	0	0	21,053	2020	2	(7,160)	0	(4,631)	(11,791)	9,262
EL SHAARAWY	13,000	0	0	13,000	2020	2	(3,250)	0	(3,250)	(6,500)	6,500
EMERSON	2,192	0	(2,192)	0	2021	3	(273)	556	(283)	0	0
FALASCO	200	20	(220)	0	2020	2	(64)	110	(46)	0	0
FAZIO	3,200	0	0	3,200	2020	2	0	0	(1,067)	(1,067)	2,133
FLORENZI	2,500	0	0	2,500	2023	5	(2,000)	0	(250)	(2,250)	250
FLUERAS	68	0	(68)	0	2018	0	(68)	68	0	0	0
FRASCATORE	240	0	(240)	0	2018	0	(240)	240	0	0	0
GANEA	0	75	(75)	0	2020	2	0	25	(25)	0	0
GERSON	20,100	0	0	20,100	2021	3	(3,835)	0	(4,066)	(7,901)	12,199
GOLUBOVIC	826	0	(826)	0	2018	0	(826)	826	0	0	0
GONALONS	8,200	0	0	8,200	2021	3	0	0	(2,050)	(2,050)	6,150
GYOMBER	1,500	0	0	1,500	2019	1	(500)	0	(500)	(1,000)	500
HMAIDAT	3,150	0	(1,429)	1,721	2020	2	(1,007)	0	(714)	(1,721)	0
ITURBE AREVALOS	24,100	0	(24,100)	0	2019	1	(14,371)	16,823	(2,452)	0	0
JUAN JESUS	8,847	0	0	8,847	2021	3	(820)	0	(2,007)	(2,827)	6,020
KARSDORP	16,000	600	0	16,600	2022	4	0	0	(3,320)	(3,320)	13,280
KLUIVERT	0	21,250	0	21,250	2023	5	0	0	0	0	21,250
KOLAROV	0	5,563	0	5,563	2020	2	0	0	(1,782)	(1,782)	3,781
LOBONT	920	0	(920)	0	2018	0	(920)	920	0	0	0
MANOLAS	15,000	1,600	0	16,600	2022	4	(8,620)	0	(1,479)	(10,099)	6,501
MASANGU	0	457	0	457	2020	2	0	0	(137)	(137)	320
MIRANTE	0	4,450	0	4,450	2021	3	0	0	0	0	4,450
MENDEZ	1,800	0	(403)	1,397	2019	1	(994)	0	(403)	(1,397)	0
MORENO	6,700	250	(6,950)	0	2021	3	0	849	(849)	0	0
NAINGGOLAN	13,300	860	(14,160)	0	2021	3	(6,092)	8,072	(1,980)	0	0
NANI	298	1,063	0	1,361	2020	2	(36)	0	(442)	(478)	883
NURA	2,500	75	0	2,575	2021	3	(625)	0	(488)	(1,113)	1,462
OMBIOGNO	140	0	(80)	60	2020	2	(18)	0	(42)	(60)	0
OMIC	85	0	0	85	2018	0	(55)	0	(30)	(85)	0
PASTORE	0	25,661	0	25,661	2023	5	0	0	0	0	25,661
PELLEGRINI Lorenzo	13,165	0	0	13,165	2022	4	0	0	(2,633)	(2,633)	10,532
PELLEGRINI Luca	100	1,000	0	1,100	2023	5	(64)	0	(15)	(79)	1,021
PERES	13,218	250	0	13,468	2021	3	(1,224)	0	(3,044)	(4,268)	9,200
PEROTTI	11,300	1,300	0	12,600	2021	3	(4,374)	0	(1,939)	(6,313)	6,287
PISCITELLA	3,000	0	(3,000)	0	2018	0	(2,414)	3,000	(586)	0	0
PONCE	7,029	0	0	7,029	2020	2	(2,665)	0	(1,454)	(4,119)	2,910
POP IONUT	54	0	(54)	0	2018	0	(54)	54	0	0	0
RADONJIC	4,140	0	0	4,140	2019	1	(2,281)	0	(929)	(3,210)	930
RICCARDI	60	0	0	60	2020	2	(6)	0	(27)	(33)	27
RICCI MATTEO	100	0	0	100	2019	1	0	0	(50)	(50)	50
SADIQ	2,500	0	0	2,500	2021	3	(625)	0	(469)	(1,094)	1,406
SANTON	0	10,000	0	10,000	2022	4	0	0	0	0	10,000
SCHICK	0	20,623	0	20,623	2022	4	0	0	(1,827)	(1,827)	18,796
SECK	1,000	0	0	1,000	2021	3	(190)	0	(203)	(393)	607
SILVA DUARTE	6,924	500	(7,424)	0	2021	3	(484)	713	(229)	0	0
SKORUPSKY	1,480	0	(1,480)	0	2021	3	(823)	986	(163)	0	0
STROOTMAN	20,450	1,500	0	21,950	2022	4	(12,833)	0	(1,693)	(14,526)	7,424
SVEDKAUSKAS	310	0	(310)	0	2017	0	(310)	310	0	0	0
TUMMINELLO	600	50	(650)	0	2022	4	(15)	138	(123)	0	0
VAINQUEUR	579	0	(579)	0	2018	0	(375)	375	0	0	0
VERDE	200	0	0	200	2020	2	(67)	0	(44)	(111)	89
ZANIOLO	0	5,700	0	5,700	2023	5	0	0	0	0	5,700
ZUKANOVIC	4,100	0	(4,100)	0	2019	1	(1,702)	2,306	(604)	0	0
Totals	**287,368**	**152,844**	**(91,547)**	**348,665**			**(97,312)**	**51,937**	**(57,540)**	**(102,915)**	**245,750**
IAS Actualisation	(1,502)	(7,909)	0	(9,411)			383		1,198	1,581	(7,830)
TOTALS	**285,866**	**144,935**	**(91,547)**	**339,254**			**(96,929)**	**51,937**	**(56,342)**	**(101,334)**	**237,920**

The item does not include the values of the long term rights to players servicesacquired as free agents or who come from the youth sector, whereas the book values of other long term rights to players servicesare significantly lower than their actual market value. These unrecorded values lead, in fact, to the Company's Capital and Reserves being underestimated.

It should be noted that, in the event of the football player Schick being transferred in the future by 1 February 2020, the company will pay UC Sampdoria an amount equal to 50% of the transfer price, with a guaranteed minimum of EUR 20 million. This amount will also be due if the said football player is still registered with A.S. Roma on that date.

In the current and previous financial years, professional services rendered by sports intermediaries in connection with the acquisition of long term rights to players serviceswere capitalized as ancillary charges directly attributed to the Company, which were not subjected to the condition of the said football players continuing to be registered with the Company. These costs incurred in relation to football players employed by the company as at 30 June 2018, gross of the related effects of adjusting the value of the contractually scheduled payments beyond 12 months, amounted to EUR 35.393 thousand (EUR 22.548 thousand as at 30 June 2017), of which EUR 18,389 thousand (EUR 9,973 thousand as at 30 June 2017) were for increases recorded during the year. The net carrying amount of these charges as at 30 June 2018 amounted to EUR 25,619 thousand (EUR 15,136 thousand as at 30 June 2017).

Football player	Cost of purchase from football club	Ancillary charges, intermediaries' fee	Total historical cost	Provision for the depreciation of ancillary charges	Net carrying amount of ancillary charges
ALISSON	8,000	300	8,300	(120)	180
ANOCIC	150	250	400	(174)	76
ANTONUCCI	0	250	250	(111)	139
BESUIJEN	140	130	270	(39)	91
BIANDA	6,000	245	6,245	-	245
CAPRADOSSI	100	60	160	(35)	25
CELAR	700	50	750	(12)	38
CENCIZ UNDER	14,250	1,350	15,600	(262)	1,088
COLY SIDY KEBA	-	168	168	(47)	121
CORIC	8,000	1,000	9,000	-	1,000
CORLU	50	140	190	(44)	96
GERSON	18,600	1,500	20,100	(588)	912
GONALONS	5,000	3,200	8,200	(799)	2,401
KARSDORP	16,000	600	16,600	(120)	480
KLUIVERT	17,250	4,000	21,250	-	4,000
KOLAROV	5,263	300	5,563	(96)	204
MANOLAS	15,000	1,600	16,600	(203)	1,397
MASANGU	-	457	457	(137)	320
MIRANTE	4,000	450	4,450		450
NANI	298	1,063	1,361	(354)	709
NURA	2,500	75	2,575	(19)	56
PASTORE	24,661	1,000	25,661	-	1,000
PELLEGRINI Lorenzo	10,000	3,165	13,165	(633)	2,532
PELLEGRINI Luca	-	1,100	1,100	(79)	1,021
PEROTTI	12,000	600	12,600	(205)	395
PONCE	5,229	1,800	7,029	(1,054)	746
RADONJIC	1,040	3,100	4,140	(2,404)	696
RICCARDI	-	60	60	(33)	27
SANTON	9,500	500	10,000	-	500
SCHICK	17,893	2,730	20,623	(250)	2,480
SECK	0	1,000	1,000	(399)	601
STROOTMAN	20,000	1,950	21,950	(1,557)	393
ZANIOLO	4,500	1,200	5,700	-	1,200
TOTALS	**226,124**	**35,393**	**261,517**	**(9,774)**	**25,619**

The additional information requested by the Supervisory Commission (Covisoc)-Italian Football Association (FIGC) by way of commentary of this line contained in the financial statements and by way of description of the individual transactions that took place during the year (values in thousands of EUR), are summarized in a specific table attached to these Explanatory Notes.

Other intangible assets

Other intangible assets amounting to EUR 22,075 thousand (EUR 22,561 thousand as at 30 June 2017), net of the related depreciation, which are down by EUR 486 thousand in the said financial year, are composed of:

- EUR 16,385 thousand (EUR 16.571 thousand as at 30 June 2017) for the AS Roma Library, of which EUR 16,000 thousand (16,182 thousand EUR as at 30 June 2017) for the exclusive rights acquired from the Italian State Television RAI in 2007 for the commercial exploitation and economic use of all the images of AS Roma's home games and everything directly related thereto recorded in the RAI archives, which decreased by EUR 182 thousand during the aforementioned year on account of the related amortizations accruing during such year. The outstanding sum amounting to EUR 385 thousand (EUR 389 thousand as at 30 June 2017) concerns the improvement in the value of multimedia products, net of the depreciation thereof during such year, amounting to EUR 4 thousand. These fixed assets have been deemed to have a finite useful life, with reference to the period in which they might possibly be exploited;
- EUR 3,244 thousand (EUR 3,435 thousand, as at 30 June 2017) for the acquisition from the TVR Voxson Group of a business unit, which consisted in radio broadcasting assets and the related transmission facilities and rights of use to the concessions required by Soccer SAS to conduct the related radio broadcasting activities (Roma Radio), which the latter had been appointed to conduct in December 2016. It should be noted that these broadcasting assets were previously used by the subsidiary, through a direct lease agreement executed with the radio and television broadcaster;
- EUR 2,446 thousand (EUR 2,555 thousand, as at 30 June 2017) for other fixed assets, which consisted in mainly in concessions, licenses, trademarks and improvements to third-party assets made at the Trigoria Building Complex. During the financial year, investments amounting to EUR 629 thousand and impairments on account of depreciation amounting to EUR 929 thousand were recorded. More specifically, the increase recorded in the financial year (and, in particular, Eur 232,00) was down to Soccer Sas investing on the company's new website, and EUR 397 thousand was mainly down to investments made by the Parent Company on the Trigoria sports center.

Fixed assets under progress

EUR 2,353 thousand (EUR 1,724 thousand as at 30 June 2017) of the fixed assets under progress – which totaled EUR 3,545 thousand (EUR 1,724 thousand as at 30 June 2017) and which were up by EUR 1,821 thousand – concerned advance payments made to foreign clubs, under the related contracts, for the exclusive right of option to the future acquisition of long term rights to players services, which was to be exercised in future sporting seasons and which was reserved solely to the Company. The outstanding balance amounting to EUR 1,192 thousand relates to work to renovate the Trigoria Sports Center, which is rented out from third parties, that had not yet been completed at the end of the financial year in question.

2. TANGIBLE ASSETS

Tangible assets amounting to EUR 1,550 thousand (EUR 1,756 thousand as at 30 June 2017) recorded a net impairment of EUR 206 thousand during the year, which took into account the depreciation accruing during the said financial year amounting to EUR 353 thousand. Tangible fixed assets mainly consist of plants, sports equipment, computers and furnishings located at the Trigoria registered office and at the business premises of Soccer SAS, which are not encumbered by liens and mortgages. It should also be noted that, in December 2014, the First Team coach was hired under a lease agreement.

The fixed assets under development amounting to EUR 10 thousand (EUR 423 thousand as at 30 June 2017) mainly consist in the construction of sports and technical facilities at the Trigoria Sports Center. The operations that occurred during the financial year are shown in the following table:

(Amounts in thousands of EUR)	30.06.17			Historical cost		Provision for depreciation		30.06.18		
	Historical cost	Provision for depreciation	Net Value	Increases	Decreases	Depreciation	Reclassification	Historical cost	Provision for depreciation	Net Value
Plants and machinery	489	(159)	330	236	-	(88)	-	725	(247)	478
Equipment	1,246	(1,097)	149	49	-	(52)		1,295	(1,149)	146
Other assets	3,143	(2,289)	854	275	-	(213)		3,418	(2,502)	916
Fixed assets under development	423	-	423	511	(924)	-		10	-	10
Total	**5,301**	**(3,545)**	**1,756**	**1,071**	**(924)**	**(353)**		**5,448**	**(3,898)**	**1,550**

3. INVESTMENTS

The investments in Soccer SAS di Brand Management S.r.l., ASR Media and Sponsorship S.r.l. and Roma Studio S.r.l. are included in the scope of consolidation and are, therefore, not recorded in the consolidation process.

4. OTHER NON-CURRENT ASSETS

Other non-current assets amounting to 72,647 thousand (EUR 45,398 thousand as at 30 June 2017) falling due after more than 12 months showed a net increase of EUR 27,249 thousand.

(Amounts in thousands of EUR)	30.06.18	30.06.17	Variations
Trade Receivables	51,365	23,468	27,897
Fixed financial assets	16,732	16,732	-
Other non-current assets	4,550	5,198	(648)
Total	**72,647**	**45,398**	**27,249**

Trade Receivables

Trade receivables amounting to EUR 51,365 thousand as at 30 June 2017 (EUR 23,468 thousand as at 30 June 2017) falling due after 12 months relate to receivables arising from the transfer of long term right's to players athletic servicesand are due from the following football clubs:

(Amounts in thousands of EUR)	Football players	30.06.18	30.06.17	Changes
FC Antalyaspor	Vainqueur	167	-	167
Atalanta Bergamasca Calcio	Tumminello	2,500	-	2,500
Bologna FC 1909	Skorupski	6,000	2,500	3,500
Genoa Cricket FC	Zukanovic	1,000	-	1,000
FC Internazionale Milano	Nainggolan	26,000	-	26,000
SSC Napoli	Silva Duarte (Mario Rui)	1,833	-	1,833
Delfino Pescara 1936	Dicombo	535	-	535
US Sassuolo Calcio	Frattesi, Marchizza e Ricci	4,666	7,833	(3,167)
Tijuana Xolozcuintiles de Caliente	Iturbe	2,500	-	2,500
FC Zenit	Paredes	9,391	14,929	(5,538)
Total		**54,592**	**25,262**	**29,330**
IAS adjustments for discounting of receivables from football clubs falling due after 12 months		(3.227)	(1,794)	(1,433)
Total		**51,365**	**23,468**	**27,897**

These Receivables recorded a net increase of EUR 27,897 thousand in the year in question, EUR 40,535 thousand of which are due for receivables for transfers completed during the said financial year and EUR 11,205 thousand are down to the reclassification in the corresponding line of working capital of those receivables falling due after 12 months. It should be noted that EUR 3,227 thousand (1,794 thousand EUR as at 30 June 2017) of the nominal value of the aforementioned receivables was adjusted during the year on account of the appraisal of the discounted value of the receivables at the collection due dates falling due, under the related contracts, after 12 months.

Fixed financial assets

Fixed financial assets falling due after more than 12 months amounted to EUR 16,732 thousand (EUR 16,732 thousand as at 30 June 2017), of which EUR 16,600 thousand (EUR 16,600 thousand as at 30 June 2017) for the cash reserve provided for under the related contract, which consisted in MediaCo and referred to the refinancing transaction that has already been described above.

The remaining amount of EUR 132 thousand (EUR 132 thousand as at 30 June 2017) relates to guarantees on the cash at bank and in handheld by Credito Sportivo (ICS) on bank current accounts with a view to securing the performance of the obligations undertaken in two loan agreements. This guarantee will remain valid until the respective payables are discharged to the tune respectively of EUR 52 thousand in May 2025 and EUR 80 thousand in March 2027.

Other non-current assets

Other non-current assets amounting to EUR 4,550 thousand (5,198 thousand EUR as at 30 June 2017) falling due after 12 months recorded a net impairment of EUR 648 thousand in the financial year in question and were composed of:

(Amounts in thousands of EUR)	30.06.17	Increases	Decreases	30.06.18
Security deposit for Trigoria lease	2,700	-	-	2,700
Other security deposits for utilities and services	372	64	(14)	422
VAT receivables	2,026	-	(700)	1,326
Other tax payables	67	-		67
Generali - INA - Assitalia TFR Policies	32	3	-	35
Other non-current assets	1	-	(1)	-
Total	**5,198**	**67**	**(715)**	**4,550**

The Security deposit of EUR 2,700 thousand, which did not change during the year, is for the Trigoria Building complex lease executed with AS Roma Real Estate Srl, that will expire on the contractually scheduled date of 31 December 2024 (this takes into account the fact that the said lease was extended for an additional 6 years during the course of the year).

The Other security deposits amount to EUR 422 thousand (EUR 372 thousand as at 30 June 2017) and refer to the security deposit amounting to EUR 310 thousand paid by the subsidiary Soccer Sas for the rental of commercial premises in Piazza Colonna, Rome EST and the Via del Corso Store. The outstanding amount of EUR 112 thousand refers to the Parent Company.

The VAT receivable of EUR 1,326 thousand (EUR 2,026 thousand as at 30 June 2017) refers to the portion of the VAT receivable falling due after 12 months declared in 2017 VAT return in connection with the subsidiary Soccer Sas.

The other tax receivables amounting to EUR 67 thousand (EUR 67 thousand as at 30 June 2017) are for corporate income tax receivables and the related interest from previous years, which the Parent Company has requested to be reimbursed.

CURRENT ASSETS

Current assets amount to a total of EUR 139,002 thousand (EUR 175.765 thousand as at 30 June 2017) and a net decrease of EUR 36,763 thousand has been recorded in the financial year.

5. INVENTORIES

Inventories amounting to EUR 1,130 thousand (EUR 1,048 thousand as at 30 June 2017) concern stocks of products and goods intended to be sold by Soccer SAS in the framework of its merchandising activities. A net increase of EUR 82 thousand has been recorded in the financial year in question, which was substantially due to the greater impact of merchandising material purchased at the end of the financial year for sales to be carried out in the new football season.

6. TRADE RECEIVABLES

Trade receivables amount to EUR 70,919 thousand (EUR 110.488 thousand as at 30 June 2017), and a net decrease of EUR 39,569 thousand has been recorded, after having made provision for write-downs, in the financial year.

(Amounts in thousands of EUR)	30.06.18	30.06.17	Variations
Receivables from customers	23,305	15,193	8,112
Football clubs	36,154	87,533	(51,379)
Official Sponsors	4,703	8,524	(3,821)
Receivables from entities operating in the business segment	10,489	2,927	7,562
Receivables from parent companies	2,093	1,948	145
Total Receivables	**76,744**	**116,125**	**(39,381)**
Less: provisions for write-downs	(5,825)	(5,637)	(188)
Total	**70,919**	**110,488**	**(39,569)**

Receivables from customers

Receivables from customers amounting to EUR 23,305 thousand (EUR 15,193 thousand as at 30 June 2017) have been recorded. They are, including write-down provisions, up by EUR 8,112 thousand in the financial year and are composed as follows:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Receivables from AS Roma broadcast rights	876	871	5
Receivables from other AS Roma commercial activities	2,032	2,070	(38)
Receivables from Soccer SAS commercial activities	17,930	11,664	6,266
Receivables from MediaCo commercial activities	2,467	588	1,879
Total Receivables from customers	**23,305**	**15,193**	**8,112**
Less: Provisions for receivable write-downs	(5,825)	(5,637)	(188)
Total	**17,480**	**9,556**	**7,924**

Receivables from AS Roma broadcast rights amounting to EUR 876 thousand (EUR 871 thousand as at 30 June 2017) are up by EUR 6 thousand during the financial year and comprise the following:

- EUR 737 thousand (EUR 737 thousand as at 30 June 2017) from Dahlia TV in liquidation, for invoices issued and written down by EUR 721 thousand (EUR 721 thousand as at 30 June 2017) following the Arrangement with creditors procedure commenced by said broadcaster;
- EUR 51 thousand (EUR 51 thousand as at 30 June 2017) from the Interactive Group for broadcast rights to the Serie A Championship for the 2011-2012 season, which had been adjusted in previous years by allocating EUR 50 thousand to the provision for receivable write downs after having been admitted to insolvency proceedings;
- EUR 88 thousand (EUR 83 thousand as at 30 June 2017), from other radio and television broadcasters, adjusted by EUR 59 thousand in the financial year.

Other AS Roma trade receivables amounting to EUR 2,032 thousand (EUR 2,070 thousand as at 30 June 2017), were down by EUR 38 thousand during the financial year. They included, among other things, an amount of EUR 513 thousand for receivables due from the organizer of the US Summer Tour, credited in July. In light of these receivables, provision was made for receivable write-downs totaling EUR 970 thousand (EUR 784 thousand as at 30 June 2017). Note should be taken, in particular, of the receivable due from DLS Media Group amounting to EUR 888 thousand, which had not changed with respect to the previous year, in light of which provision was made for receivable write-downs amounting to EUR 799 thousand (EUR 636 thousand as at 30 June 2017).

Receivables from Soccer SAS' commercial activities amounting to EUR 17,930 thousand (EUR 11,664 thousand as at 30 June 2017) were up by EUR 6,266 thousand in the financial year. They concerned, in particular, the amount due for the Signing Fee collected in July 2018 that was provided for under the multi-year partnership agreement executed with Qatar Airways, which has become "the main Global Partner" and the official kit sponsor of the First Team, as well as other promotional-advertising activities. With regard to these receivables, provision was made for receivable write-downs totaling EUR 3.772 thousand (EUR 3.846 thousand as at 30 June 2017), of which EUR 1,100 thousand were set aside in the financial year in question and EUR 1,174 thousand were used.

Receivables from MediaCo commercial activities amounting to EUR 2,467 thousand (EUR 588 thousand as at 30 June 2017) were up by EUR 1,879 thousand in the financial year. They concerned commercial assets initially assigned to MediaCo following its incorporation and the assignment of trade receivables by AS Roma and Soccer SAS with a view to securing the loans that had been granted. Provisions for receivable write-downs totaling EUR 254 thousand (EUR 236 thousand as at 30 June 2017) were recorded for receivables, of which EUR 7 thousand were used during the financial year.

The aforementioned trade receivables due from customers have been adjusted to their estimated fair value. To this end, provision has been made for receivable write-downs, the balance of which as at 30 June 2018 totaled EUR 5,825 thousand (EUR 5,637 thousand as at 30 June 2017), up by EUR 188 thousand due to the adjustment made in the financial year in question and also taking into account the related utilizations.

Receivables from football clubs

Receivables from football clubs amounting to EUR 36,154 thousand (EUR 87,533 thousand as at 30 June 2017) were down by EUR 51,379 thousand in the financial year. They substantially concerned the short-term portion due from the transfer of Long-term rights to players services (RPSs), also having taken into account any ancillary proceeds.

(Data in thousands of EUR)	Football players	30.06.18	30.06.17	Changes
FC Antalyaspor	Vainqueur	333	-	333
Atalanta Bergamasca Calcio	Tumminello	2,500	-	2,500
Avellino	Falasco	90		90
Bari	Gyomber	140	-	140
Bologna FC 1909	Calabresi, Destro e Skorupsky	5,700	-	5,700
Chelsea	Emerson Palmieri e Rudiger	1,096	33,404	(32,308)
Genoa Cricket FC	Zukanovic	500	-	500
Granada	Ponce	-	244	(244)
FC Internazionale Milano	Nainggolan	12,000	-	12,000
Liverpool	Salah	6	42,000	(41,994)
SSC Napoli	Silva Duarte (Mario Rui)	2,083	-	2,083
Olympique Lyonnais	Yanga Mbiwa	950	-	950
Delfino Pescara 1936	Dicombo	265	-	265
Sassuolo	Fattesi, Marchesi e Ricci	3,167	3,167	-
Sevilla	Kjaer	14	-	14
Tijuana Xolozcuintiles de Caliente	Iturbe	1,500	-	1,500
Torino	Sadiq	250	250	-
Watford FC	Holebas	21	41	(20)
Zenit	Paredes	5,538	11,077	(5,539)
Other minor receivables		1		1
Total		**36,154**	**90,183**	**(54,029)**
Adjustment of receivables at fair value		-	(2,650)	2,650
Total		**36,154**	**87,533**	**(51,379)**

Receivables from **Italian football clubs** totaling EUR 26,696 thousand (EUR 3.417 thousand as at 30 June 2017) were up by EUR 23,279 thousand in the financial year and were settled through the Serie A League, which guaranteed the payment thereof and worked as a clearing house. Receivables from **foreign clubs** totaling EUR 9,458 thousand (EUR 86,766 thousand as at 30 June 2017) were down by EUR 77,308 thousand, of which EUR 75,404 thousand were for amounts collected and for the non-recourse assignment to leading banks of the Receivables due from the transfers of the RPSs for the football players Salah (Liverpool) and Rudiger (Chelsea). The related costs of these transfers completed at the beginning of the 2017-2018 financial year led to an adjustment of the outstanding Receivables at 30 June 2017 of EUR 2,650 thousand, so as to adjust the latter to their actual fair value.

Receivables from Official Sponsors

Receivables from Official Sponsors amounting to EUR 4,703 thousand (EUR 4,703 thousand as at 30 June 2017) are due from Basic Italia (Kappa), which was the technical sponsor of A.S. Roma until the 2012-2013 football season. Said receivable relates to the last three quarterly instalments for the 2012-2013 financial year, in respect of which a bank guarantee was enforced so as to secure the contractual obligations undertaken by said Sponsor. This dispute is still pending before the courts.

Receivables from Sector-Specific Entities

Receivables from Sector-Specific Entities amounting to EUR 10,489 thousand (EUR 2,927 thousand as at 30 June 2017) consist of amounts owed by:

- **UEFA**, which owes EUR 9,578 thousand (EUR 1,315 thousand as at 30 June 2017), for proceeds accrued during the financial year on account of the Parent Company having taken part in the UEFA Champions League tournament. The balance consists of EUR 5,528 thousand for the adjustment determined at the end of the year for the so-called Market Pool and EUR 4,050 thousand for other UCL proceeds to be paid in a short timeframe once a dispute with a sports intermediary regarding the interpretation of some contractual clauses has been settled. The corresponding balance as at 30 June 2017 consisted in adjustments amounting relating to proceeds generated by the Parent Company on account of having taken part in the UEFA Champions League preliminaries, amounting to EUR 578 thousand, and for having taken part in the UEFA Europa League tournament, in the amount of EUR 737 thousand;

- **FIFA**, which owes EUR 800 thousand for proceeds generated as a result of football players, currently and previously registered with AS Roma, taking part in the 2018 World Cup held in Russia;

- **Serie A League**, which owes EUR 64 thousand (EUR 1.550 thousand as at 30 June 2017) for the advance payment of exploitation bonuses to be settled for accounting purposes in the following year. The corresponding balance as at 30 June 2017, amounting to EUR 1,550 thousand, consisted of EUR 1,365 thousand for revenues generated from broadcast rights granted by the Serie A League for the 2017-2018 football season and EUR 185 thousand for advances made in relation to the transfers of football players settled in said financial year.

- **FIGC**, which owes EUR 5 thousand (EUR 50 thousand as at 30 June 2017) for charging back expenses incurred in connection with the football players registered with the Parent Company that have been called up by their national clubs. As at 30 June 2017, the outstanding receivable of EUR 50 thousand was instead for the use of the Trigoria Sports Center by the National Under 21 team preparing for Euro 2017.

- **CONI Servizi**, which owes EUR 42 thousand (EUR 12 thousand as at 30 June 2017) for the costs charged for running the Stadio Olimpico's hospitality area.

Receivables from parent companies

Receivables from parent companies amounting to EUR 2,093 thousand (EUR 1,948 thousand as at 30 June 2017) for receivables due, under ongoing agreements, from AS Roma SPV LLC for the costs incurred in the current year and in previous years for designing and building the new Stadium, up by EUR 145 thousand in the financial year.

Analysis of receivables by classes of matured receivables

For the purposes of the IFRS 7 accounting principle, the receivables are broken down by class of receivables due as at 30 June 2018:

(Amounts in thousands of EUR)	30.06.2018	30.06.2017
Trade receivables not yet due	51,350	96,275
Trade Receivables that have been due for less than 30 days	8,269	2,578
Trade Receivables that have been due for 31 to 60 days	1,510	3,544
Trade Receivables that have been due for 61 to 90 days	1,045	424
Trade receivables that have been due for over 90 days	14,570	13,304
Total trade receivables	**76,744**	**116,125**
Less receivable write-down provision	**(5,825)**	**(5,637)**
Totals	**70,919**	**110,488**

The provision for receivable write-downs refers entirely to receivables that have been due for over 90 days, including the receivable due from Basic Italia amounting to EUR 4,703 thousand that is considered payable. The outstanding portion of these receivables that has not been written down is, at present, considered by the Directors capable of being realized.

7. OTHER CURRENT ASSETS

Other current assets amounting to EUR 34,559 thousand (EUR 11.580 thousand as at 30 June 2017), net of the provisions for receivable write-downs, were up by EUR 22,979 thousand in the financial year and consisted of Sundry receivables worth EUR 31,009 thousand (EUR 7,348 thousand as at 30 June 2017) and Deferred charges worth EUR 3,550 thousand (EUR 4,232 thousand as at 30 June 2017).

(Amounts in thousands of EUR)	30.06.18			30.06.17		
	Credit	Provision for receivable write-downs	Net Receivables	Receivables	Provision for receivable write-downs	Net Receivables
Receivables from sector-specific entities	25,339	-	25,339	1,420	-	1,420
Advances to suppliers and third parties	980	(963)	17	359	(300)	59
Receivables from season tickets and ticketing	1,252	(123)	1,129	1,001	(13)	988
Receivables from social security institutions	61	-	61	221	-	221
Receivables from parent companies	2,409	-	2,409	3,551		3,551
Receivables from related companies	470	-	470	468	-	468
Receivables from insurance claims	1,423	-	1,423	600	-	600
Other sundry Receivables	161	-	161	41	-	41
Total sundry Receivables	**32,095**	**(1,086)**	**31,009**	**7,661**	**(313)**	**7,348**
Deferred charges	**3,550**	**-**	**3,550**	**4,232**	**-**	**4,232**
Totals	**35,645**	**(1,086)**	**34,559**	**11,893**	**(313)**	**11,580**

Receivables from sector-specific entities amounting to EUR 25.339 thousand (EUR 1,420 thousand as at 30 June 2017), up by EUR 23,919 thousand for the year, consisted of amounts due from:

- Serie A Football League, which owed EUR 25,322 thousand (EUR 1,418 thousand as at 30 June 2017). These receivables consisted of EUR 24,257 thousand for the outstanding balance due for payments made during the financial year to the Serie A League in order to secure the transfers made in the summer and winter sessions of the 2017-2018 transfer campaign. This receivable can be paid in a short timeframe upon submitting an adequate bank or insurance guarantee.
  The outstanding amount due from debtors consists of the surplus of EUR 1,064 thousand (EUR 448 thousand as at 30 June 2017) recorded on the current account (the so-called "Championship Account") and of the payments of EUR 1,000 thousand (EUR 970 thousand as at 30 June 2017) made to secure the solidarity contributions due to foreign clubs, under the FIFA Rules on the status and transfers of football players and the provisions of the UEFA License Manual, for having trained the football players acquired abroad who were previously registered with foreign football associations.

- Lega Nazionale Dilettanti [Italian Amateur League], which owed EUR 17 thousand (EUR 2 thousand as at 30 June 2017), for advances paid at the end of the year for the registration of football players coming from the Youth Sector.

Receivables from advances to suppliers and third parties amounting to EUR 980 thousand (EUR 359 thousand as at 30 June 2017), of which EUR 963 thousand have been written down and of which EUR 361 thousand refer to the Parent Company, namely EUR 300 thousand for financial commissions that were paid, when registering for the Serie A championship in the 2003-2004 season, for the issuance of a guarantee that subsequently turned out not to be valid and for which criminal proceedings are currently ongoing (an appeal is pending). The outstanding amount of EUR 619 thousand refers to Soccer SaS, for commercial advances that will be hard to recover.

Receivables from season-tickets and ticketing services amounting to EUR 1,252 thousand (EUR 1,001 thousand as at 30 June 2017) that were essentially for season-tickets subscribed at the end of the financial year for the subsequent 2018-2019 football season, the proceeds for which were collected in July 2018. These receivables were adjusted to the estimated realizable value by making provisions for receivable write-downs of EUR 123 thousand (EUR 13 thousand as at 30 June 2017).

Receivables from social security Institutions amounting to EUR 61 thousand (EUR 210 thousand as at 30 June 2017) consisted of receivables due from INPS [Italian Social Security Authority] amounting to EUR 47 thousand (EUR 50 thousand in 2017) for contributions paid in advance for employees and occasional workers and a positive adjustment of 14 thousand EUR (14 thousand EUR as at 30 June 2017) due as a result of Previndai [Managers' Social Security Fund] contributions (pending their reimbursement). The receivable due from INAIL [Italian Institute for Insurance against Labor Accidents] premiums paid in advance of EUR 146 thousand was included in the balance as at 30 June 2017, of which EUR 133 thousand was the outstanding amount for the second half of the year 2017 and EUR 13 thousand had been paid in previous years.

Receivables from parent companies amounting to EUR 2,409 thousand (EUR 3,551 thousand as at 30 June 2017) were down by EUR 1,142 thousand in said financial year, of which EUR 2.369 thousand were due from NEEP Roma Holding S.p.A., (EUR 3.551 thousand as at 30 June 2017), of which EUR 2.301 thousand (EUR 3,483 thousand as at 30 June 2017) due for tax losses and tax receivables transferred at the end of the financial year to the parent company under the IRES Corporate Income Tax consolidation agreement signed in December 2015. The outstanding amount of EUR 68 thousand (68 thousand EUR as at 30 June 2017) related to outstanding receivables from withholding taxes transferred to the parent company. It should be noted that, throughout the financial year, tax receivables amounting to EUR 3,448 thousand were collected and tax adjustments amounting to EUR 35 thousand were recorded, as shown in the filed tax returns.

The outstanding balance of EUR 40 thousand due from AS Roma SPV LLC relates to payments made in previous years on behalf of the parent company for the subscription of the share capital of the associated company ASR Soccer LP S.r.l. This balance was classified in the previous year under the item "Receivables due from customers".

Receivables from related companies amounting to EUR 470 thousand (EUR 468 thousand as at 30 June 2017) are due from:

- SDS S.r.l. in liquidation, which owes EUR 40 thousand (EUR 40 thousand as at 30 June 2017), for outstanding tax receivables attributed pro-rata to the Shareholders following the closure of the Company's liquidation, which took place in December 2013;
- Stadio TDV S.p.A., which owes EUR 430 thousand (EUR 428 thousand as at 30 June 2017) consisting of EUR 316 thousand (EUR 316 thousand as at 30 June 2017) for advances made for legal services rendered in connection with the new stadium and EUR 114 thousand (EUR 112 thousand as at 30 June 2017) for the outstanding receivable due for the charging back of the expenses that have been incurred.

Receivables from insurance premiums amounting to EUR 1,423 thousand (EUR 600 thousand as at 30 June 2017) are for insurance claims made in the financial year that were settled after the end of said financial year.

Receivables from Others, totaling EUR 161 thousand (EUR 41 thousand as at 30 June 2017) relate to a number of less consistent receivables.

Deferred charges

Deferred charges of EUR 3,550 thousand (EUR 4,232 thousand as at 30 June 2017) were down by EUR 682 thousand in the financial year and consisted of:

- costs for clothing, sports and technical equipment amounting to EUR 1,443 thousand (EUR 894 thousand as at 30 June 2017), mainly for supplies made at the year's end by the Technical Sponsor NIKE for the 2018-2019 football season;
- charges incurred in acquiring long term rights to players athletic services amounting to EUR 368 thousand (EUR 423 thousand as at 30 June 2017), of which EUR 33 thousand (EUR 423 thousand as at 30 June 2017) were incurred in acquiring, with a deferred payment, the RPSs of the football player Doumbia from CSKA. The outstanding amount of EUR 335 thousand was incurred in acquiring, with a deferred payment, the RPSs of the football player Gerson from Fluminense.
- other costs incurred by the Parent Company for administrative, organizational and lease costs amounting to EUR 1,043 thousand (EUR 1,559 thousand as at 30 June 2017);
- bank fees and charges for the loan disbursed to ASR Media and Sponsorship S.r.l. amounting to EUR 206 thousand (EUR 197 thousand as at 30 June 2017) including premiums on guarantees and collateral;
- EUR 490 thousand (EUR 1.159 thousand as at 30 June 2017) for other costs incurred mainly for the acquisition of materials, services and commercial rental fees, which third parties invoiced in advance to Soccer SAS and accrued in the 2018-2019 financial year;

8. TAX RECEIVABLES

Tax receivables amounting to EUR 1,496 thousand (EUR 804 thousand as at 30 June 2017) were up by EUR 692 thousand in the financial year and comprised the following:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Corporate Income Tax (Ires)	4	4	-
Value Added Tax (VAT)	1,400	700	700
Regional Production Tax (Irap)	65	65	-
Personal Income Tax (Irpef)	26	34	(8)
Other tax receivables	1	1	-
Total	**1,496**	**804**	**692**

IRES receivable amounting to EUR 4 thousand (EUR 4 thousand as at 30 June 2017) relates to the residual amount to be used resulting from the Ires tax return as at 30 June 2014, which is to be offset in the subsequent year with tax payables within the permitted limits without providing guarantees.

VAT receivable amounting to EUR 1,400 thousand (EUR 700 thousand as at 30 June 2017) relates to the subsidiary Soccer SAS and was recorded in the 2017 VAT return. It will be used, within 12 months, to offset the payment of other taxes.

IRAP receivable amounting to EUR 65 thousand (EUR 65 thousand as at 30 June 2017) relates to advance payments made in the 2014-2015 financial year, in excess of the tax actually due from Soccer SAS.

Receivables from Irpef withholdings, amounting to EUR 26 thousand (EUR 34 thousand as at 30 June 2017) substantially concern receivables arising from the submission of tax returns (770 Form) by withholding agents.

9. CASH AND CASH EQUIVALENTS

Cash and cash equivalentsamounting to EUR 30,898 thousand (EUR 51,845 thousand as at 30 June 2017) recorded during the financial year a net decrease of EUR 20,947 thousand, which refers to the cash held by the Parent Company amounting to EUR 19,141 thousand (EUR 44,888 thousand as at 30 June 2017); and the cash held by Soccer SAS amounting to EUR 953 thousand (EUR 812 thousand as at 30 June 2017); as well as EUR 10,780 thousand (EUR 6.145 thousand, as at 30 June 2017) held by MediaCo, and EUR 24 thousand held by the newly incorporated company Roma Studio.

Cash and cash equivalents recorded a net decrease of EUR 20,947 thousand in respect of the previous year, mainly in relation to the Parent Company, which benefited from the significant amounts collected at the end of the previous year by the subsidiary ASR Media and Sponsorship S.r.l., in particular through payment of the Company's trade receivables and return of part of a further tranche of loans (provided under the so-called *Facility Agreement*) granted at the end of the year by the subsidiary serving the AS Roma Group. This item represents the cash held by the Company and the cash deposited with leading banks, which have no draw-down restrictions, with the exception of the restriction applied to the bank accounts held by MediaCo and Soccer SAS that was imposed by the loan agreement signed with Goldman Sachs and Unicredit in February 2015, and subsequent addendums. It should be remembered that this pledge is triggered only upon certain default events occurring and can be exercised only up to the limit of the existing funds and the outstanding amount owed.

LIABILITIES

10. CAPITAL AND RESERVES

The Consolidated Capital and Reserves of the AS Roma Group, including third-party minority interests, recorded as at 30 June 2018 a loss of EUR 105.424 thousand (a loss of EUR 88,914 thousand as at 30 June 2017), which was up by EUR 16.510 thousand on account of the loss recorded during the financial year amounting to EUR 25,723 thousand and the adjustment of the actuarial Profit (loss) reserve amounting to EUR 152 thousand, which was partially offset by the cash payments made by the shareholders in connection with a share capital increase amounting to Eur 9,365 thousand (also taking into account transaction costs). The movements of the accounting entries of the Capital and reserves which took place during the financial year are set out below (taking into account the completion of the Parent Company's capital increase).

SCHEDULE OF CHANGES IN CAPITAL AND RESERVES (data in thousands of EUR)

Value in EUR / 000	Share capital	Legal Reserve	Share premium reserve	FTA Reserve	Actuarial Profit (loss) reserve	Shareholders' reserve for share capital increase	Profits (losses) carried forward	Operating profit/loss	Total Group AS Roma	Third-Party capital and reserves	Third-Party profit/loss	Total consolidated financial statements
Balances as of 30.06.2016	**59,635**	**1,987**	**60,159**	**(85,933)**	**(979)**	**20,514**	**(158,396)**	**(13,984)**	**(116,997)**	**143**	**(151)**	**(117,005)**
Carrying forward of operating result			(49,982)				35,998	13,984	-	(151)	151	-
Share capital paid in for future increase of share capital						70,000			70,000			70,000
IAS 19 discounting					368				368			368
Profit(loss) as of 30.06.2016								(42,048)	(42,048)		(229)	(42,277)
Balances as of 30.06.2017	**59,635**	**1,987**	**10,177**	**(85,933)**	**(611)**	**90,514**	**(122,398)**	**(42,048)**	**(88,677)**	**(8)**	**(229)**	**(88,914)**
Carrying forward of profit(loss)							(42,048)	42,048	-	(229)	229	-
Share Capital Increase	34,697		65,169			(90,501)	-	-	9,365			9,365
IAS 19 discount rate					(152)				(152)			(152)
Profit/loss as of 30.06.2018								(25,498)	(25,498)		(225)	(25,723)
Balances as of 30.06.2018	**94,332**	**1,987**	**75,346**	**(85,933)**	**(763)**	**13**	**(164,446)**	**(25,498)**	**(104,962)**	**(237)**	**(225)**	**(105,424)**

Share Capital amounting to EUR 94,332 thousand (EUR 59,635 thousand as at 30 June 2017) recorded an increase of EUR 34,697 thousand as a result of the resolution to increase the share capital, which was fully subscribed and paid in and which was completed in the previous month of June with the subscription of 231,312,432 newly issued shares. Therefore, the share capital is currently made up of 628,882,320 ordinary shares (397,569,888 ordinary shares as at 30 June 2017) having a nominal value of EUR 0.15 each.

A share premium reserve amounting to EUR 75,346 thousand (EUR 10,177 thousand as at 30 June 2017) was set up in 2014-2015 for EUR 60,160 thousand, of which EUR 49,982 thousand was used following the previous year's share capital increase to cover, as resolved by the Shareholders' Meeting passed on 28 October 2016, losses accrued from previous years. The increase of EUR 65,169 thousand recorded during the financial year, which was due to the outcome of the aforementioned share capital increase, consisted of the contributions of EUR 65,461 thousand made by the shareholders (also taking into account direct net charges amounting to EUR 293 thousand).

The effects of the last two recent share capital issues, following the payments made by the shareholders, gross of transaction charges, are summarized below:

(Amounts in thousands of EUR)	Share Capital Increase 2017-2018	Share Capital Increase 2014-2015	Totals
Share capital	34,697	39,757	74,454
Share premium reserve	65,461	60,166	125,627
Total	**100,158**	**99,923**	**200,081**
Determined by the intervention of:			
- Controlling shareholders	94,302	79,486	173,788
- Third-party shareholders	5,856	20,437	26,293
Total	**100,158**	**99,923**	**200,081**

First Time Adoption (FTA reserve), negative for EUR 85,933 thousand euro, did not change during the financial year and it was determined, when the IAS/IFRS standards were applied for the first time, on the basis of the accounting balances as at 1 July 2005, mainly consisting in writing down the outstanding portions for the Junior Team Costs and the Long-term Charges to be depreciated under Article 18- bis of Law No. 91/81.

Legal reserve amounting to EUR 1,987 thousand, which remained unchanged during the financial year.

Actuarial profits (losses), which recorded a loss of EUR 763 thousand (losses of EUR 611 thousand as at 30 June 2017) and which were up by EUR 152 thousand in the financial year, on account of the adjustment as at 30 June 2018 of the Provision for employee's future benefits determined by external qualified professionals based on the relevant accounting standard (IAS 19 revised).

Shareholders Reserve for future share capital increase amounting to EUR 13 thousand (EUR 90,514 thousand as at 30 June 2017) recorded a net decrease of EUR 90,501 thousand, of which EUR 3,801 thousand were due to further cash payments made during the financial year by the Controlling Shareholders, and EUR 94,302 thousand were due to the subsequent use of the reserve to the extent necessary for subscribing the share capital increase upon which the said controlling shareholders had resolved.

Profits/losses carried forward, namely a loss of EUR 164,446 thousand (EUR 122,398 thousand as at 30 June 2017), up by EUR 42,048 thousand as a result of carrying forward the losses accrued in the previous year.

Third-party Capital and reserves, namely a loss of EUR 462 thousand (EUR 237 thousand as at 30 June 2017), up by EUR 225 thousand due to the share to be attributed to third parties of the loss accrued in the financial year.

The Third-Party Capital and Reserves consist of the minority interest held in Soccer SAS amounting to EUR 24 thousand and the Reserves (losses) amounting to EUR 261 thousand. A loss of EUR 225 thousand was recorded in the financial year (whereas a loss of EUR 229 thousand was recorded as at 30 June 2017). It was attributable to the third-party shareholders of Soccer Sas (in this case the general partner Brand Management S.r.l. and ASR Soccer LP).

NON-CURRENT LIABILITIES

Non-current liabilities totaled EUR 352,781 thousand (EUR to 307,573 thousand as at 30 June 2017), which recorded a net increase of EUR 45,208 thousand in the financial year, largely driven by growth in long-term loans:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Variations
Medium and long term borrowings	228,631	231,738	(3,107)
Statutory Severance fund	3,578	3,019	559
Trade payables	105,269	53,202	52,067
Provision for tax risks	865	745	120
Provision for risks and charges	3,845	4,851	(1,006)
Other non-current liabilities	10,593	14,018	(3,425)
Total	**352,781**	**307,573**	**45,208**

11. MEDIUM AND LONG TERM BORROWINGS

Medium and long term borrowings amounting to EUR 228,631 thousand (EUR 231,738 thousand as at 30 June 2017) were down by EUR 3,107 thousand and were composed as follows:

- EUR 201,812 thousand (EUR 212,971 thousand as at 30 June 2017), down by EUR 11,159 thousand, essentially because of the allocation of the share due within 12 months to the corresponding item of current liabilities (also taking into account the increase that occurred as a result of accounts being posted on the basis of the amortized cost method). The loan executed in February 2015 with Goldman Sachs International and Unicredit S.p.A. respectively as " *Mandated Lead Arranger and Bookrunner* " was granted to ASR Media and Sponsorship as part of the Group's refinancing. On 22 June 2017, an agreement amending the original loan agreement was reached, which led to the extension of the maturity date to June 2022 and the starting date of the loan's repayment to June 2018. Furthermore, the loan was increased by EUR 175 thousand to EUR 230 thousand. The interest rate has not been changed and is regulated at a variable rate (3-month Euribor, with a minimum 0.75% interest rate) and a spread of 6.25%. The loan is secured by suitable guarantees provided by the Group's companies that have benefited from the loan. In this regard, it should be noted that Unicredit S.p.A. will continue to carry out the activity of "*fronting*" and will not be the last creditor of the loan;

- EUR 25,980 thousand (EUR 17,780 thousand as at 30 June 2017) for loan payments made by the controlling shareholder NEEP ROMA HOLDING S.p.A.in the financial year in question, increased by EUR 8,200 thousand. At present, no interest has accrued on this loan, which can eventually accrue in the future upon NEEP Roma Holding Group generating predetermined viability. More specifically, the interest rate, which cannot exceed 10%, depends, in each year, on the amount of the NEEP Group's consolidated profit/loss.

- EUR 814 thousand di (EUR 911 thousand as at 30 June 2017) for the outstanding loans falling due after 12 months, granted by the Istituto per il Credito Sportivo for works upgrading the Trigoria Sports Center, down by EUR 97 thousand in the financial year in question on account of the reversal of the principal amount due within 12 months recorded in the corresponding short-term loan item. The share of the loan falling due after 5 years amounts to EUR 270 thousand. Loans are paid, based on a fixed interest rate, at normal market conditions, and are secured by suitable guarantees granted to the Istituto per il Credito Sportivo, including the guarantee issued by AS

Roma Real Estate S.r.l. for the entire amount of the loans, so as to secure the obligations undertaken in the loan agreements until the complete payment of the amounts owed.

An outstanding amount of EUR 284 thousand (EUR 327 thousand as at 30 June 2017) remains of the loan disbursed in June 2015 (which was initially EUR 447 thousand), down by EUR 43 thousand, due to the allocation of the share falling due within 12 months to the corresponding debit item of current liabilities. The repayment of the loan is to be made in 20 semiannual instalments, with effect from November 2015, and will be fully discharged in May 2025. As of 30 June 2018, the first 6 instalments of the repayment plan had been duly paid.

An outstanding amount of EUR 529 thousand (EUR 584 thousand as at 30 June 2017) remains of the loan disbursed in March 2017 (initially amounting to EUR 637 thousand), down by EUR 55 thousand, due to the allocation of the share falling due within 12 months to the corresponding debit item of current liabilities. The repayment of the loan is to be made in 20 semiannual instalments, with effect from November 2015, and will be fully discharged in May 2025. As of 30 June 2018, the first 3 instalments of the repayment plan had been duly paid.

- EUR 25 thousand (EUR 75 thousand as at 30 June 2017) falling due after 12 months is left of the loan granted in December 2014 by MPS Leasing & Factoring, for the acquisition, under a finance lease agreement, of the bus used by the first team, down by EUR 50 thousand on account of the transfer of the share falling due within 12 months to the corresponding debit item of current liabilities. The repayment of the initial loan of EUR 290 thousand will, under the agreement, be made in 60 monthly instalments from December 2014 onwards and will be fully discharged in December 2019. On 30 June 2018, the initial balloon payment and the first 42 monthly instalments provided for under the related amortization plan were regularly paid.

12. STATUTORY SEVERANCE FUND

The Severance Indemnity Fund is a liability consisting of benefits to which employees are entitled and is paid out at the same time as or after the termination of the employment relationship. This liability falls within the scope of the so-called defined contribution plans and, therefore, is determined by applying the actuarial logic method. The balance as at 30 June 2018 amounting to EUR 3,578 thousand (EUR 3,019 thousand as at 30 June 2017) recorded a net increase of EUR 559 thousand in the financial year and consisted of the following movements:

(Amounts in thousands of Euros)	30.06.2018	30.06.2017
Values at the beginning of the year	**3,019**	**3,065**
Use for terminating employment relationships	(294)	(469)
Advance severance indemnities	(89)	(65)
Other uses (Previndai, substitute tax, INPS Contribution, other)	(166)	(93)
Actuarial (profits) losses	152	(368)
Interest on actuarial revaluation of the reserve	24	41
Provision for the period	932	908
Values at the end of the year	**3,578**	**3,019**

13. TRADE PAYABLES

Trade payables amounting to EUR 105,269 thousand (EUR 53,202 thousand as at 30 June 2017) recorded an increase of EUR 52,067 thousand in the financial year and consisted of EUR 9,950 thousand owed by sports agents (EUR 3,750 thousand as at 30 June 2017) for fees to be paid on a deferred basis that are not conditioned on the football players' continued registration.

The outstanding amount of EUR 95,319 thousand (EUR 49,452 thousand as at 30 June 2017) is due from football clubs for the acquisition of long - term rights to player's services in said financial year and in the previous ones, which consists of:

(Amounts in thousands of EUR)	Football players	30.06.18	30.06.17	Changes
Ajax	Kluivert	17,250	-	17,250
Boca Juniors	Paredes	815	1,235	(420)
Bologna	Mirante	2,667	-	2,667
Brescia	Calabresi		133	(133)
Chelsea	Salah	695	1,328	(633)
Corinthians	Dodo	-	520	(520)
CSKA Mosca	Doumbia	-	1,800	(1,800)
Dinamo Mosca	Vainqueur	75	-	75
Dinamo Zagabria	Coric	1,967	-	1,967
Empoli	Silva Duarte	2,000	4,000	(2,000)
Feyenoord	Karsdorp	5,700	11,000	(5,300)
Fluminense	Gerson	5,810	-	5,810
Genoa	Perotti	-	4,500	(4,500)
Internazionale	Santon-Zaniolo	9,500	4,000	5,500
Istanbul Basaksehir	Under	4,950	-	4,950
Malaga	Dicombo	79	-	79
Manchester City	Dzeko	-	3,000	(3,000)
Pari Saint Germain	Pastore	17,571	-	17,571
PSV Eindhoven	Moreno		250	(250)
Racing Club Lens	Bianda	3,956	-	3,956
Sampdoria	Schick	7,500	-	7,500
Sassuolo	Pellegrini-Defrel	14,583	6,666	7,917
Stoccarda	Rudiger	-	776	(776)
Torino	Peres	4,167	8,333	(4,166)
Tottenham	Fazio	-	1,520	(1,520)
Preparation premiums		67	-	67
Solidarity Contributions		1,839	1,180	659
Total		**101,191**	**50,241**	**50,950**
Payables adjustments		(5,872)	(789)	(5,083)
Total		**95,319**	**49,452**	**45,867**

The increase in payables to football clubs, amounting to EUR 50,950 thousand are substantially due to the acquisition ofRPSs, also taking into account the fact that the value thereof has been impaired as a result of taking the short-term payables accrued during the financial year in question from the non-current liabilities. Said payable is made up of amounts respectively owed to foreign and Italian football clubs of EUR 60,691 thousand (EUR 22,609 thousand as at 30 June 2017) and EUR 40,500 thousand (EUR 27,632 thousand as at 30 June 2017).

The nominal value of the payables has been adjusted by EUR 5,872 thousand (EUR 789 thousand as at 30 June 2017) in connection with the appraisal of the value discounted at the maturity dates, falling due after 12 months under the relevant agreements. Under the IFRS 7 accounting standard, all the aforementioned trade payables had not fallen due on 30 June 2018.

14. PROVISION FOR TAX-RELATED RISKS

Provision was made for tax-related risks, setting aside an amount of EUR 865 thousand (EUR 745 thousand as at 30 June 2017) to cover risks arising from any possible negative consequences of ongoing litigation proceedings with the Tax Authorities in the course of reaching a conclusion. The said amount was adjusted during the course of the financial year by EUR 120 thousand.

It should be noted that some of the tax disputes that arose during the financial year were successfully concluded, in part also by resorting to alternative dispute resolution mechanisms and paying insignificant amounts. Finally, it should be noted that, with regard to the VAT dispute concerning the year 2000, the Company had fully paid, in the previous financial year, the instalments of the provisionally enforceable amount of EUR 693 thousand. Such amount was demanded by the Tax Authorities while the outcome of the petition filed with the Supreme Court of Cassation in February 2016, against the ruling that the Regional Tax Commission had made against the Parent Company, was pending.

15. PROVISIONS FOR RISKS AND CHARGES

Provisions for risks and charges, amounting to EUR 3,845 thousand (EUR 4,851 thousand as at 30 June 2017), decreased by EUR 1,006 thousand during the financial year, were composed as follows:

- A Provision for legal risks amounting to EUR 3.781 thousand (EUR 4.787 thousand as at 30 June 2017) made for certain legal proceedings, the outcome of which is, at present, objectively uncertain, and which mainly relate to employment relationships previously entertained with football players, agents, suppliers, consultants and employees. The net decrease amounting to EUR 1,006 thousand that has been recorded is due to a decrease of EUR 1,432 thousand following the settlement of some claims during the course of the financial year, which has been partially offset against an amount of EUR 426 thousand that has been set aside;

- A Provision for social security risks amounting to EUR 64 thousand (EUR 64 thousand as at 30 June 2016) that is intended to cover social security risks (Inps – Enpals [Italian Social Security Authority for Entertainment Workers]).

An analysis of the main disputes involving the Company is set out in the corresponding paragraph of the Management Report named “Main legal proceedings and disputes”.

16. OTHER NON-CURRENT LIABILITIES

Other Non-current liabilities amounting to EUR 10,593 thousand (EUR 14,018 thousand as at 30 June 2017), decreased by EUR 3,425 thousand during the financial year, refer to the Parent Company, of which EUR 1,503 thousand (EUR 4,839 thousand as at 30 June 2017) originate from the assignment without recourse to leading banks, in the year under review and in the previous year, of the surplus accruing from the domestic trading campaign, consisting in the trading of RPS authorized by the Serie A Football League. More specifically, the accounting surplus consists of the VAT that has accrued and that is to be paid after the next financial year, which refers to assigned invoices that are to be paid to, and by, the Parent Company, as they fall due, in connection with trading of RPS, of which EUR 1,100 thousand and EUR 403 thousand will be respectively issued and received by football clubs, as provided for under football association regulations, in the 2019-2020 and 2020-2021 financial years.

The outstanding amount of EUR 9,090 thousand (EUR 9,179 thousand as at 30 June 2017) refers to Soccer SAS and relates to the portion, falling due after the financial year, of the proceeds to be paid by the TV broadcaster RAI for the use, for a term of 99 years, of the “Library AS Roma” under the agreement signed with the latter on 31 August 2007. The portion falling due within 12 months, amounting to EUR 88 thousand is classified as current liabilities, whereas the portion falling due after five financial years amounts to EUR 8,651 thousand.

There were, with the exception of the above, no payables recorded at the closing date of the financial year falling due after five financial years.

CURRENT LIABILITIES

Current liabilities totaling EUR 229,382 thousand (EUR 217,482 thousand as at 30 June 2017) recorded a net increase of EUR 11,900 thousand in the financial year in question.

(Amounts in thousands of Euro)	30.06.18	30.06.17	Variations
Trade payables	129,855	133,135	(3,280)
Short-term loans	37,762	29,346	8,416
Tax-related payables	7,429	7,735	(306)
Payables towards social security authorities	1,688	1,221	467
Other liabilities	52,648	46,045	6,603
Total	**229,382**	**217,482**	**11,900**

17. TRADE PAYABLES

Trade payables amounting to EUR 129,855 thousand (EUR 133,135 thousand as at 30 June 2017) recorded a net decrease of EUR 3,280 thousand in the financial year.

(Amounts in thousands of EUR)	30.06.18	30.06.17	Variations
Football club	80,616	79,616	1,000
Ordinary suppliers	39,780	43,956	(4,176)
Merchandising Suppliers - Advertising	8,149	8,021	128
Payables towards parent companies	37	6	31
Payables towards related companies	1,273	1,536	(263)
Totals	**129,855**	**133,135**	**(3,280)**

Payables towards football clubs amounting to EUR 80,616 thousand (EUR 79,616 thousand as at 30 June 2017), refer to the portion, payable within 12 months, of the payables associated with the acquisition of long term rights to players services ("**RPSs**").

Amounts in thousands of EUR	Football players	30.06.18	30.06.17	Changes
Arsenal	Szczesny	-	737	(737)
Barcelona	Vermaelen	-	2,000	(2,000)
Bari	Capradossi	-	100	(100)
Boca Juniors	Paredes	441	916	(475)
Bologna	Mirante	1,333	-	1,333
Chelsea	Salah	579	8,206	(7,627)
Corinthians	Dodò	520	520	0
CSKA Moska	Doumbia	1,722	3,763	(2,041)
Dynamo Moscow	Vainqueur	150		150
Dynamo Zagreb	Coric	5,934	1,000	4,934
Empoli	Silva Duarte	2,000	2,000	0
Feyenoord	Karsdorp	5,000	5,000	0
Fluminense	Gerson	4,500	10,600	(6,100)
Genoa	Perotti	5,500	5,500	0
Internazionale	Juan Jesus-Santon-Zaniolo	8,500	4,000	4,500
Istanbul Basaksehir	Under	4,450	-	4,450
Malaga	Dicombo	39	-	39
Manchester City	Dzeko - Kolarov	5,000	4,098	902
Maribor	Celar	297		297
Newcastle	Yanga Mbiwa	-	1,663	(1,663)
Newells Old Boys	Ponce	-	98	(98)
Olympique Lyonnais	Gonalons	-	5,000	(5,000)
Paris Saint Germain	Pastore	5,857	-	5,857
PSV Eindhoven	Moreno	238	5,500	(5,262)
Racing Club del Lens	Bianda	2,000	-	2,000
Sampdoria	Schick-Zukanovic	8,000	-	8,000
Santos	Emerson Palmieri	-	2,000	(2,000)
Sassuolo		9,958	3,334	6,624
Stuttgart	Rudiger	757	4,589	(3,832)
Torino	Peres	4,416	4,442	(26)
Tottenham	Fazio	1,520	1,520	0
Preparation premiums and payables to minor football clubs	Sundry	340	582	(242)
FIFA solidarity contributions	Sundry	1,565	2,448	(883)
Total		**80,616**	**79,616**	**1,000**

The net increase of EUR 1,000 thousand recorded in the financial year in question is essentially due to investments made in the trading campaign and to the transfer of payables falling due within 12 months from the corresponding item of non-current liabilities, taking into account the decreases caused by payments made during the financial year.

Payables towards Italian football clubs totaling EUR 40,050 thousand (EUR 20,025 thousand as at 30 June 2017) are settled almost exclusively through the Italian Football League, which serves as a clearing house.

Payables towards foreign clubs, amounting to EUR 40,566 thousand (EUR 59,591 thousand as at 30 June 2017), will be settled directly with the individual clubs and include FIFA Solidarity Contributions amounting to EUR 1,565 thousand (EUR 2,448 thousand as at 30 June 2017).

Payables towards suppliers amounting to EUR 39,780 thousand (EUR 43,956 thousand as at 30 June 2017), which are down by EUR 4,176 thousand in the financial year in question, are attributable to the Parent Company. The balance consists of invoices to be received amounting to EUR 28,116 thousand (EUR 30,073 thousand as at 30 June 2017).

This item includes payables to sports agents totaling EUR 26,985 thousand (EUR 26,807 thousand as at 30 June 2017), of which EUR 20,157 thousand (EUR 20,647 thousand as at 30 June 2017) are for invoices to be received.

The maximum commitments arising from contracts with sports agents, whose fees are conditional upon the players staying at the club, amount to a total of EUR 10,865 thousand (EUR 18,973 thousand as at 30 June 2017), as set out in the following table:

Fees to sports agents	**30.06.18**	**30.06.17**
(Amounts in thousands of EUR)		
- 2017-2018 sporting season	-	6,018
- 2018-2019 sporting season	3,380	5,572
- 2019-2020 sporting season	3, 490	4,106
- 2020-2021 sporting season	2, 500	2,297
- 2021-2022 sporting season	1,295	980
- 2022-2023 sporting season	200	-
Totals	**10,865**	**18,973**

These commitments take into account the transactions completed in the summer session of the Trading Campaign, after the end of the financial year in question, and are determined on the basis of current contracts, assuming that all the players stay with the Company. Therefore, they are the maximum amounts theoretically due. The sustainability of these commitments is guaranteed by the insignificant amounts involved, considering the expected value of the revenues generated in the financial year.

Payables towards merchandising – advertising suppliers amounting to EUR 8,149 thousand (EUR 8,021 thousand as at 30 June 2017) are for goods supplied for the AS Roma Store's commercial activities and the development of marketing and sponsorship activities. The balance includes an amount of EUR 1,830 thousand (EUR 1,830 thousand as at 30 June 2017) for invoices that are to be received.

Payables towards parent companies amounting to EUR 37 thousand (EUR 6 thousand as at 30 June 2017) concern the ongoing Service agreement with NEEP Roma Holding S.p.A., whereas the balance as at 30 June 2017 amounting to EUR 6 thousand was for financial services (premiums on guarantees that had been issued) rendered by NEEP Roma Holding in the previous financial year.

Payables towards related companies amount to EUR 1,273 thousand (EUR 1,536 thousand as at 30 June 2017), of which EUR 1,074 thousand (EUR 1.249 thousand as at 30 June 2017) are for payables towards AS Roma Real Estate S.r.l. for rent to be paid for the Trigoria Real Estate Complex (i.e. the outstanding amount due for the first half of 2018). The balance of EUR 199 thousand (EUR 204 thousand as at 30 June 2017) is for management consulting services rendered by AS Roma SPV GP, LLC. It should be recalled that, as at 30 June 2017, the payable of EUR 83 thousand, due as a result of the Raptor Group rebilling costs, was included in the balance.

18. SHORT-TERM BORROWINGS

Short-term borrowings amounting to EUR 37,762 thousand (EUR 29,346 thousand as at 30 June 2017) recorded a net increase of EUR 8,416 thousand in the financial year in question, mainly due to the higher short-term portion of the loan signed with Goldman Sachs International and Unicredit (*Facility Agreement*), which was partially offset against the increase in other credit lines.

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Bank loans	20,218	22,941	(2,723)
Facility Agreement Loan	16,588	5,287	11,301
Credit cards	956	1,118	(162)
Total	**37,762**	**29,346**	**8,416**

Bank loans amounting to EUR 20,218 thousand (EUR 22,941 thousand as at 30 June 2017) consist of:

- EUR 20,063 thousand (EUR 22,792 thousand as at 30 June 2017) of payables towards leading banks as a result of current account overdrafts granted and paid at current market conditions, down by EUR 2,729 thousand, in the financial year;

- EUR 104 thousand (EUR 101 thousand as at 30 June 2017) of payables on account of loans falling due within 12 months granted in June 2015 and in March 2017 by the *Istituto per il Credito Sportivo* [Italian Bank for Sports Funding], used for renovating the Trigoria Sports Center, as described in more detail in the corresponding item of non-current liabilities, to which reference is be made;

- EUR 51 thousand (EUR 48 thousand as at 30 June 2017) for the short-term portion of the loan granted in December 2014 by MPS Leasing & Factoring for the purpose of acquiring, under a finance lease agreement, the Company Bus used by the first team. During the financial year in question, 12 monthly instalments were regularly paid and, overall, 42 instalments were paid from the date on which the loan was made available, in addition to the initial maxi-instalment. Therefore, 18 monthly instalments still have to be paid, such payment ending in December 2019.

Facility Agreement Financing totaling EUR 16,588 thousand (EUR 5,287 thousand as at 30 June 2017) relates to the current portion of the loan signed with Goldman Sachs and UniCredit that has been disbursed to the subsidiary ASR Media and Sponsorship S.r.l. as part of the refinancing of the AS Roma Group described above. The increase of EUR 11,301 thousand recorded in the financial year is attributable to the transfer of the portion falling due within 12 months from the corresponding item of non-current liabilities and interest accrued during the financial year. These increases are partly offset against the decrease thereof due to the payment of interests and other financial charges.

Credit cards totaling EUR 956 thousand (EUR 1,118 thousand as at 30 June 2017) related to payments of services provided at year-end through corporate credit cards issued by leading industry players, which were subsequently settled after 30 June 2017 under the contractually agreed payment terms and conditions.

19. TAX-RELATED PAYABLES

Tax-related payables amounted to EUR 7,429 thousand (EUR 7,735 thousand as at 30 June 2017), with a net decrease of EUR 306 thousand recorded in the financial year, and consisted of:

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Current IRPEF	5,737	4,852	885
IRAP	1,672	2,817	(1145)
VAT	-	66	(66)
Other taxes (TFR, Local Taxes ...)	20	-	20
Total	**7,429**	**7,735**	**(306)**

- **Current IRPEF** amounting to EUR 5,737 thousand (EUR 4,852 thousand as at 30 June 2017), for taxes on remunerations withheld by tax substitutes at the end of the year and paid after the financial year had closed;

- **IRAP** amounted to EUR 1,672 thousand (EUR 2,817 thousand as at 30 June 2017) of which EUR 8,191 thousand (EUR 6,613 thousand as at 30 June 2017) was due as a result of the estimate of taxes accrued during the financial year, net of advances regularly paid amounting to EUR 6,519 thousand (EUR 3,796 thousand as at 30 June 2017);

  The amount of EUR 66 thousand was included in the balance as at 30 June 2017 as the outstanding payable for the instalment payments authorized in March 2016 in connection with the tax demand served in November 2015 relating to the VAT 2000 dispute, which has been already commented in this report under the item Provisions for tax-related risks (to which reference is made). During the course of the year, the two last instalments due were regularly paid in the months of July and August 2017. It should be noted that the Company, by joining the Group settlement procedure, is currently settling the VAT payments with the parent company NEEP Roma Holding S.p.A., together with the other related entities;

  In light of the payment (also in instalments) of current taxes and withholding taxes, there are no tax payables due at the date of this report.

20. PAYABLES TOWARDS SOCIAL SECURITY AUTHORITIES

Social security contributions and withholding taxes paid on behalf of employees and other staff, together with the share due from the Company, have been duly paid in accordance with the law. The balance as at 30 June 2018 amounted to EUR 1,688 thousand (EUR 1,221 thousand as at 30 June 2017), increased by EUR 467 thousand in the financial year in question, as set out in the following table.

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
INPS	1,492	1,153	339
Others (Previndai-Inpgi-Inail-Casagit)	196	68	128
Total	**1,688**	**1,221**	**467**

The payable towards INPS amounting to EUR 1,492 thousand (EUR 1,153 thousand as at 30 June 2017) was up by EUR 339 thousand in the financial year in question, of which EUR 614 (576) thousand was for contributions accrued at end of the year for deferred salaries (holidays and Christmas bonuses). The outstanding amount of EUR 878 (577) thousand was for contributions accrued in June that were duly paid in July.

21. OTHER LIABILITIES

Other liabilities amounting to EUR 52,648 thousand (EUR 46,045 thousand as at June 30, 2017), up by EUR 6,603 thousand in the financial year, were mainly due to the greater impact of deferred income and payables towards personnel that were offset in part, against the decrease in payables to parent companies and other operating payables.

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Payables towards employees and club members	30,989	22,534	8,455
Payables towards other stuff	-	12	(12)
Payable to C.O.N.I. Servizi	838	849	(11)
Remuneration to Corporate Bodies	525	375	150
Payables for assignment of receivables without recourse	3,739	3,641	98
Payables towards parent companies	2,594	7,065	(4471)
Payables towards related companies	462	112	350
Advances from customers and other payables	-	10	(10)
Payables towards FAIFC (club members's end-of-career fund)	69	81	(12)
Insurance premiums	764	1,506	(742)
Security deposits	110	110	-
Other payables	92	94	(2)
Deferred income	12,466	9,656	2,810
Total	**52,648**	**46,045**	**6,603**

Payables towards employees and club members, amounting to EUR 30,989 thousand (EUR 22,534 thousand as at 30 June 2017), up by EUR 8,455 thousand during the financial year, were composed of:

- EUR 27,991 thousand (EUR 19,847 thousand as at 30 June 2017) by way of salaries owed to club members for the month of June 2018 and individual bonuses accrued in the sporting season under review upon reaching predetermined sporting goals and severance packages;
- EUR 2,998 thousand (EUR 2,687 thousand as at 30 June 2017) by way of salaries owed to management, administrative and headquarters staff, of which EUR 2,162 thousand (EUR 2,186 2,162 thousand as at 30 June 2017) for vacations and a portion of the 13th monthly salary and other deferred salaries accrued at the end of the year.

Payables towards CONI Servizi amounting to EUR 838 thousand (EUR 849 thousand as at 30 June 2017) for fees to be paid for the right to use the Stadio Olimpico for home games, as well as the expenses for lighting the facilities and claims for damage caused by fans to the stadium facilities and other services accrued at the end of the year, of which 481 thousand EUR for invoices to be received.

Payables towards Corporate Bodies totaling EUR 525 thousand (EUR 375 thousand as at 30 June 2017), for outstanding fees due to the Parent Company's independent directors, as approved by the Board of Directors on 27 October 2017.

Payables for the assignment of receivables without recourse amounting to EUR 3,739 thousand (EUR 3,641 thousand as at 30 June 2017) due for the non-recourse assignment to leading banks of the surplus of the trading campaign consisting in the purchase and sale in Italy of RSP authorized by the Serie A Football League. More specifically, the said surplus recorded in the accounts consists in the accruing portion of VAT that is to be paid for assigned invoices that are receivable and payable to the Parent Company in connection with market transactions, which will be issued and received by football clubs in the 2018-2019 football season as they fall due, in compliance with the FIGC [Italian Football Federation] regulations.

Payables towards parent companies amounting to EUR 2,594 thousand (EUR 7,065 thousand as at 30 June 2017), of which EUR 2,056 thousand (3,162) are due to NEEP Roma Holding company for the transfer of MediaCo's IRES payable accrued during the financial year as part of the national consolidation, and EUR 538 thousand (EUR 3,903 thousand as at 30 June 2017) for the VAT balance payment, due as a result of having joined the Group's VAT settlement since January 2017.

Payables towards related parties amounting to EUR 462 thousand (EUR 112 thousand as at 30 June 2017) refer to the outstanding VAT balance payment towards StadCo.

Payables for Insurance premiums amounting to EUR 764 thousand (EUR 1,506 thousand as at 30 June 2017) refer to the premium due for the last instalment paid for the financial year in question, which has increased on account of the higher insured limits and the balance payment due from the Company for premiums to be settled that were communicated at the end of the year by the insurance company, as well as on account of club members being inserted into, and excluded from, the insurance coverage during the course of the whole financial year.

Deferred income amounting to EUR 12,466 thousand (EUR 9,656 thousand as at 30 June 2017), up by EUR 2,810 thousand during the financial year, essentially on account of the impact of prepayments for broadcast rights amounting to EUR 3,477 thousand, which had not occurred in the previous year.

(Amounts in thousands of EUR)	30.06.18	30.06.17	Changes
Broadcast rights	3,477	-	3,477
Stadium season tickets	5,307	5,062	245
Summer friendly matches	513	810	(297)
Sponsorships	1,836	2,586	(750)
Library AS Roma	88	88	-
Marketing, licensing and merchandising	1,119	966	153
Other deferred income	126	144	(18)
Total	**12,466**	**9,656**	**2,810**

- Broadcast rights amounting to EUR 3.477 thousand relate to invoices delivered in advance to the Serie A Football League last March as an advance on the audio-visual rights due in the 2018-2019 season, based on the information that had been received.
- Stadium season tickets amounting to EUR 5,307 thousand (EUR 5,062 thousand as at 30 June 2017) refer to the proceeds for stadium season tickets for the Serie A championship home matches in the 2018-2019 football season, which slightly increased in the financial year in question on account of the way in which admission tickets are subscribed.
- Proceeds from summer friendly matches amounted to EUR 513 thousand (EUR 810 thousand as at 30 June 2017) on account of the early invoicing, at the end of the financial year, of the first instalment of the proceeds to be paid for participating in the 2018 ICC tournament played in the USA in July 2018. The corresponding value as at 30 June 2017 was, instead, for the invoices of the first and second instalments of the contractually agreed fee to be paid for taking part in the said tournament played in the USA in July 2017.
- Sponsorships amounting to EUR 1,836 thousand (EUR 2,586 thousand as at 30 June 2017) for income paid by Nike with reference to the technical sponsorship revenues for the sports season 2018-2019 were invoiced in advance in accordance with the technical sponsorship contract executed in 1 June 2014.
- The Library AS Roma amounting to EUR 88 thousand (EUR 88 thousand as at 30 June 2017) relates to the short-term portion of the income to be paid by RAI for the non-exclusive use for a period of 99 years of the so-called AS Roma Library, as already reported in the corresponding item of Non-current liabilities.
- Marketing, licensing and merchandising amounting to EUR 1,119 thousand (EUR 966 thousand as at 30 June 2017) relate to the proceeds invoiced in advance by Soccer SAS, based on the contracts that have been signed. They are mainly composed of prepaid expenses for commercial supplies in exchange for goods of EUR for 1,076 thousand (EUR 834 thousand as at 30 June 2017), and prepaid royalties of EUR 43 thousand (EUR 43 thousand as at 30 June 2017).

CONSOLIDATED PROFIT AND LOSS ACCOUNT

Before going on to comment on the individual balance sheet lines, it should be noted that the analysis of the economic and operational performance of the A.S. Roma Group is also described in the consolidated Management Report, to which reference is made.

OPERATING REVENUES

Consolidated operating revenue, net of the profits/losses for Net result from Player's activities, amount to EUR 250,867 thousand (EUR 175,000 thousand as at 30 June 2017), up by EUR 75,867 thousand in the financial year in question, mainly on account of participating in the UEFA Champions League tournament.

	Financial year 30 06 2018		Financial year 30 06 2017	
	EUR/000	%	EUR/000	%
Revenues from matches	**77,219**	**30.8%**	**35,252**	**20.1%**
Other Revenues from Sales and Services	**7,808**	**3.1%**	**8,056**	**4.6%**
Sponsorships	11,842	4.8%	5,397	3.1%
Broadcast and image rights	128,557	51.2%	105,573	60.3%
Advertising proceeds	13,814	5.5%	10,831	6.2%
Other proceeds	11,627	4.6%	9,891	5.7%
Other revenues and proceeds	**165,840**	**66.1%**	**131,692**	**75.3%**
Total Operating Revenues	**250,867**	**100.0%**	**175,000**	**100.0%**

22. MATCHDAY REVENUES

Matchday revenues totaled EUR 77,219 thousand and were 31% of the operating revenues recorded in the financial year (EUR 35,252 thousand as at 30 June 2017), for ticketing, season tickets and other proceeds, thus recording a net increase of EUR 41,967 thousand, mainly due to taking part in the UEFA Champion League.

(Amounts in thousands of EUR)	30.06.18			30.06.17		
	At home	Away	Total	At home	Away	Total
Serie A Championship	11,598	-	11,598	10,288	-	10,288
UEFA Champions League	52784	-	52784	4,192	-	4,192
UEFA Europa League	-	-	-	8,460	-	8,460
Youth League	48	-	48	56	-	56
Tim Cup	242	-	242	1,853	332	2,185
Friendly matches	118	3,510	3,628	109	877	986
Total ticketing	**64,790**	**3,510**	**68,300**	**24,958**	**1,209**	**25,177**
Championship Season Tickets	8,919	-	8,919	9,085	-	9,085
Total	**73,709**	**3,510**	**77,219**	**34,043**	**1,209**	**35,252**

The tickets sold during the sports season for home games were distributed in the following manner in the various football competitions:

Football competition	30.06.18	30.06.17
Serie A Championship	345,793	264,474
UEFA Champions League	246,950	31,997
UEFA Europa League	-	80,317
TIM Cup	26,781	83,648
Friendly matches	8,930	12,187
Total	**628,454**	**472,623**

The number of tickets sold for the Italian Serie A Championship is on the whole up, compared to the previous year, as is the number of tickets sold for international competitions on account of the Company taking part more in the UEFA Champions League, as opposed to the UEFA Europa League, in which it competed in the 2016-2017 football season. More specifically, the official matches played during the financial year were as follows:

	30.06.2018			30.06.2017		
	Home	Away	Total	Home	Away	Total
Serie A TIM Championship	19	19	38	19	19	38
UEFA Champions League	6	6	12	1	1	2
UEFA Europa League	-	-	-	5	5	10
TIM Cup	1	-	1	3	1	4
Totals	**26**	**25**	**51**	**28**	**26**	**54**

The proceeds from the Serie A Championship, consisting of the sale of individual tickets amounting to EUR 20,517 thousand (EUR 19,373 thousand as at 30 June 2017), recorded an overall net increase of EUR 1,144 thousand.

Serie A Championship Ticketing revenues totaling EUR 11,598 thousand (EUR 10,288 thousand as at 30 June 2017), up by EUR 1,310 thousand on the previous year on account of more registered fans attending matches.

Serie A Championship Season Ticket revenues totaling EUR 8,919 thousand (EUR 9,085 thousand as at 30 June 2017) included revenues from Premium Seats season tickets, down by EUR 166 thousand on the previous year. There were 21,973, season ticket holders, compared to 19,014 in the 2016-2017 football season.

International Matches revenues totaling EUR 52,832 thousand (EUR 12,708 thousand as at 30 June 2017), up by EUR 40,124 thousand in the financial year in question, consisted of EUR 52,784 thousand (EUR 4,192 thousand as at 30 June 2017) as a result of taking part in UEFA Champions League (UCL), disputing the group stage, the round of 16 (Shaktar Donetz), the quarter-finals (Barcelona) and the semi-final (Liverpool). The proceeds generated from taking part in the UCL consist of Participation and performance bonuses totaling EUR 38,200 thousand (EUR 3,000 thousand as at June 30, 2017) and ticket sales totaling EUR 14,584 thousand (EUR 1,192 thousand of EUR as at 30 June 2017).

Finally, the aforementioned balance includes proceeds amounting to EUR 48 thousand (EUR 56 thousand as at 30 June 2017) generated from the Youth team's participation in the Youth League Tournament organized by UEFA as a side-show for the major competition.

Note that participation in the UEFA Europa League (UEL) played in the 2016-2017 football season had instead generated proceeds amounting to EUR 8,460 thousand, of which EUR 2,600 thousand from the Participation bonus and EUR 3,413 thousand from the Performance bonus, as well as EUR 2,447 thousand for ticket office receipts.

TIM Cup revenues amounting to EUR 242 thousand (EUR 2,815 thousand as at 30 June 2017) are down by EUR 2,573 thousand as a result of disputing one match of the round of 16 lost against Torino. Three rounds were instead played in the 2016-2017 sporting season and AS Roma reached the semi-final.

Friendly matches revenues amounting to EUR 3,628 thousand (EUR 986 thousand as at 30 June 2017) were up by EUR 2,642 thousand during the financial year in question, of which EUR 2,000 thousand for the bonus contractually envisaged and paid following the failure to dispute a friendly match. The other proceeds were generated by AS Roma's participation in the ICC tournament played in the USA, as well as the friendly matches played in Europe against Sevilla and Celta Vigo and the home match played against Chapecoense.

23. OTHER REVENUES FROM SALES AND SERVICES

Other revenues from sales and services amounting to EUR 7,808 thousand (EUR 8,056 thousand as at 30 June 2017) and 3% of operating revenues were down by EUR 248 thousand compared to the previous year and are related to commercial activities conducted by Soccer SAS. More specifically, Merchandising determined the achievement of income for EUR 5,990 thousand (EUR 5,728 thousand as at 30 June 2016), Royalties and Licensing amounting to EUR 1,818 thousand (EUR 2,328 thousand as at 30 June 2017).

24. OTHER INCOME

Other Revenues and income amounting to EUR 165,840 thousand (EUR 131,692 thousand as at 30 June 2017) - which was 66% of operating revenues - recorded an increase of EUR 34,148 thousand when compared to the previous year, mainly due to higher revenues generated from broadcast rights and sponsorship proceeds. There were changes to the way in which the single components contributed to forming such revenues. More specifically, they consisted of:

(Amounts in thousands of EUR)	**30.06.18**	**30.06.17**
Sponsorship proceeds	11,842	5,397
Proceeds from broadcast rights	128,557	105,573
Advertising proceeds	13,814	10,831
Revenues and other proceeds	11,627	9,631
Total	**165,840**	**131.692**

Sponsorships Proceeds amounting to EUR 11,842 thousand (EUR 5,397 thousand as at 30 June 2017) are generated by the sponsorship fees paid by the NIKE technical Sponsor and, from this current financial year onwards, by those paid by the new official Sponsor, Qatar Airways. The fees paid by the latter, amounting to EUR 6,000 thousand, which were not recorded in the previous financial year, are the result of the Company signing a multi-year partnership agreement with Qatar Airways airline, which has become the *"Main Global Partner"* and Sponsor of the first team official shirt up until 30 June 2021. It must be noted that the contract with Qatar Airways also requires consideration of EUR 11,000 thousand to be paid for each of the financial years 2018/2019, 2019/2020 and 2020/2021, as well as a number of cumulative bonuses to be paid, which will be paid upon AS Roma achieving specific sports objectives.

The outstanding proceeds amounting to EUR 5,842 thousand (EUR 5,397 thousand as at June 30, 2017) relate to the technical sponsor NIKE, by virtue of the ten-year contract executed in August 2013 (and with effect from 1 June 2014).

Proceeds from the licensing of broadcasting rights totaling EUR 128,557 thousand (EUR 105,573 thousand as at 30 June 2017), up by EUR 22,984 thousand on the previous year, are mainly generated from having taken part in the UEFA Champions League.

(Amounts in thousands of EUR)	30.06.18	30.06.17
Centralized Serie A LNP rights (Championship and TIM Cup)	73,937	73,057
Other TIM Cup broadcast rights	273	4,892
UEFA broadcast rights	45,602	18,814
Roma TV	2,562	2,484
AS Roma Library	4,138	4,138
Series A LNP proceeds	1,884	2,093
Other minor audio-visual rights	170	95
Totals	**128,557**	**105,573**

- Centralized Rights for the Serie A LNP amounting to EUR 73,937 thousand (EUR 75,748 thousand as at 30 June 2017), down by EUR 1,811 thousand for **the Serie A Championship** and the **TIM Cup**, are managed and marketed in a centralized form by the Serie A LNP. The proceeds paid to AS Roma, which are set out in the following table and are broken down by broadcaster, are determined on the basis of the notices received from time to time by the Serie A League and are paid directly by the radio and television broadcasters or by the Serie A LNP.

(Amounts in thousands of EUR)	30.06.18	30.06.17
SKY Italia	20,854	20,766
RTI Italian Television Networks	34,795	34,253
Media Partner & Silva	12,482	10,691
RAI	2,145	3,563
Serie A League	3,298	6,140
Other broadcast rights	363	335
Totals	**73,937**	**75,748**

- Other TIM Cup broadcast rights amounting to EUR 273 thousand (EUR 2,201 thousand as at 30 June 2017), down by EUR 1,928 thousand in the year in question, were paid by the Serie A LNP following the lower number of matches played in the tournament.

- UEFA broadcast rights amounting to EUR 45,602 thousand (EUR 18,814 thousand as at 30 June 2017), down by EUR 26,788 thousand compared to the previous financial year, were paid for having taken part in the UEFA Champions League (UCL), namely for having disputed the group stage, the round of 16, quarter-finals and semi-finals. The corresponding proceeds as at 30 June 2017 generated from having taken part in the UCL from 2016 to 2017 amounted to EUR 10,612. The balance as at 30 June 2017 also included EUR 8,202 thousand for proceeds paid for having taken part in the UEFA Europa League (UEL) in the previous football season.

- *Roma TV* proceeds amounting to EUR 2,562 thousand (EUR 2.484 thousand as at 30 June 2017) were paid prevalently by SKY Italia and RAI for broadcasting the said channel, which started in 2011. Sky they took over the broadcasting agreement that had previously been executed with Rai S.p.A.

- *AS Roma Library* proceeds amounted to EUR 4,138 thousand (EUR 4,138 thousand as at 30 June 2017), of which EUR 4,050 thousand (EUR 4,050 thousand as at 30 June 2017) were fees paid by SKY Italia and, as far as the balance is concerned, EUR 88 thousand (EUR 88 thousand as at 30 June 2017) were fees paid by RAI when acquiring the Library rights in 2007.

- Ancillary proceeds from the Serie A championship amounted to EUR 1,884 thousand (EUR 2,093 thousand as at 30 June 2017), of which EUR 1,531 thousand (EUR 1,645 thousand as at 30 June 2017) paid by the Serie A League for the right to sell to television broadcasters the broadcast rights to the Serie A Championship and TIM Sports Cup for the 2017-2018 Season. In light of these proceeds, the corresponding television production costs totaling EUR 1,063 thousand have been posted in the accounts (EUR 1.229 thousand as at 30 June 2017) as Other operating charges. The outstanding amount of EUR 353 thousand (EUR 448 thousand as at 30 June 2017) relates to income earned by Soccer Sas as a result of selling the broadcast rights and ancillary services directly to television broadcasters.

Advertising proceeds amounting to EUR 13,814 thousand (EUR 10,831 thousand as at 30 June 2017), up by EUR 2,983 thousand in the financial year in question, refer to advertising revenue generated by Soccer Sas mainly from the Premium Seats Corporate service and the sale of advertising space at the Olympic Stadium when the first team's home matches are played.

Other revenues and income amounting to EUR 11,627 thousand (EUR 9,891 thousand as at 30 June 2017), recorded an increase of EUR 1,736 thousand in the financial year in question, which were essentially attributable to the lower impact of non-recurring income.

(Amounts in thousands of EUR)	30.06.18	30.06.17
Italian Football League proceeds	2,086	2,206
Insurance indemnities for football players' injuries	5,114	2.0 52
Recharges and related entities	201	464
Withholding tax transferred by Soccer SaS	-	23
AS Roma Camp	350	308
Summer retreats	325	325
Football school	501	480
Charges for sports equipment	219	216
Use of risk funds	1,239	583
Contingent assets	89	2,218
International away match tickets	682	167
Away Supporter Card	149	153
Other proceeds	671	696
Total	**11,627**	**9,891**

Serie A LNP Proceeds amounting to EUR 2,086 thousand (EUR 2,206 thousand as at 30 June 2017), down by EUR 120 thousand euro in the financial year, concerned AS Roma's portion of the ancillary collective non-audio-visual revenues paid to Serie A clubs on the basis of pre-established parameters.

Insurance indemnities amounting to EUR 5,114 thousand (EUR 2,052 thousand as at 30 June 2017), up by EUR 3,062 thousand during the financial year in question, consisted in compensation for injuries suffered by the football players registered with the Company that was paid by the insurance company during the financial year or immediately after the closure thereof.

Recharges made to related entities amounting to EUR 201 thousand (EUR 464 thousand as at 30 June 2017) consisted in shifting onto AS Roma SPV LLC the expenses incurred in designing and building the new football stadium.

Provisions for use of risks reserves, amounting to EUR 1,239 thousand (EUR 583 thousand as at 30 June 2017) were made for the use of the legal risks reserves in connection with the amounts set aside for expenses to be incurred for registered technical staff following the settlement of the related claims.

Contingent assets amounting to EUR 89 thousand (EUR 2,218 thousand as at 30 June 2017), down by EUR 2,129 thousand in the financial year, were mainly attributable to the favorable outcome of settlements with suppliers and the absence of operating debts, or, to the greater amount of proceeds accrued in previous years.

Tickets for international matches totaling EUR 682 thousand (EUR 167 thousand as at 30 June 2017) consisted of the sale, without mark-ups, of match tickets to our fans for UEFA Champions League away games, the corresponding cost of which has been recorded in Other management charges.

Other sundry proceeds of EUR 671 thousand (EUR 696 thousand as at 30 June 2017) relate to revenue generated, by way additional or non-recurring proceeds (for amounts that are individually not significant) mainly from the rental of areas, the reimbursement of costs from the FIGC, the National Under-21 retreat in Trigoria and the youth sector players, as well as costs charged to third parties and the maintenance of sports fields and the services rendered in connection therewith.

OPERATING COSTS

Operating costs, net of amortizations and write-downs, and the profits/loss from the net result from player's activities , amounted to EUR 230,055 thousand (EUR 209,807 thousand as at 30 June 2017), up by EUR 20,248 thousand (+ 10 %), when compared with the previous year. The changed impact of the various components is analyzed below.

25. PURCHASES OF RAW MATERIALS AND CONSUMABLES

The consumption of raw materials amounting to EUR 6,880 thousand (EUR 6,813 thousand as at 30 June 2017), includes purchases of raw materials and consumables amounting to EUR 6,962 thousand (EUR 7,149 thousand as at 30 June 2017), also taking into account the positive changes in inventories amounting to EUR 82 thousand (EUR 336 thousand as at 30 June 2017). The purchases, up by EUR 67 thousand (compared with the previous year) are composed as follows:

(Amounts in thousands of EUR)	30.06.18	30.06.17
Sports clothing and technical materials	2,267	1,799
Club uniforms and other assets	405	600
Goods and products to be sold	3,504	3,970
Sundry consumer material	786	791
Total purchases	**6,962**	**7,149**
Change in inventories	(82)	(336)
Total consumables	**6,880**	**6,813**

Purchases of sports clothing and technical equipment totaling EUR 2,267 thousand (EUR 1,799 thousand as at 30 June 201 7), up by EUR 468 thousand, mainly refer to the technical sponsor NIKE providing sports clothing and technical equipment to all of the AS Roma teams, starting from the 2014-2015 season.

The purchases of club uniforms, amounting to EUR 405 thousand (EUR 600 thousand as at 30 June 2017) consist of goods supplied by the sponsors *Hugo Boss and Fratelli Rossetti* as a result of the ongoing commercial agreements with the subsidiary Soccer SAS.

The purchases of goods and products to be sold, which substantially consisted in merchandising activities, amounted to EUR 3.504 thousand (EUR 3.970 thousand as at 30 June 2017), down by EUR 466 thousand in the financial year in question. Taking into account the positive variation in the inventories, amounting to EUR 82 thousand (EUR 336 thousand as at 30 June 2017), the consumption of products intended for the retail market were down by EUR 212 thousand in the financial year in question and amounted to EUR 3,422 thousand (EUR 3,634 thousand as at 30 June 2017).

26. COSTS FOR SERVICES

Equal to EUR 47,381 thousand (EUR 42,464 thousand, as of 30 June 2017), an increase of EUR 4,917 thousand from the previous financial year, which are composed as follows (the analysis includes in brackets the corresponding figures as of 30 June 2017):

(Amounts in thousands of EUR)	**30.06.2018**	**30.06.2017**
Costs for Club members	1,542	1,462
Costs for sports activities	5,641	4,844
Specific technical costs	6,336	4,948
Costs for accommodation and board, transportation and away matches	2,254	1,554
Insurance costs	5,865	5,566
Administrative and general costs	19,991	18,697
Advertising and advertising costs	5,752	5,393
Total	**47,381**	**42,464**

Costs for Club members, equal to 1,542 thousand EUR (1,511 thousand EUR, as of 30 June 2017), concern costs for training and training camps and touring for the first team and the youth sector. These costs, which are unchanged from the previous financial year, relate to the Summer Tour of the first team, which took place in the United States, and the training camp in Pinzolo.

Costs for sports activities, equal to EUR 5,641 thousand (EUR 4,844 thousand, as of 30 June 2017), increased by EUR 797 thousand in the current financial year, made up of:

- costs for organizing matches, equal to EUR 2,172 (1,765) thousand , with an increase of EUR 407 thousand in the current financial year, which comprise: EUR 1,385 thousand (EUR 784 thousand, as of 30 June 2017) for fees paid to VIVATICKET (Best Union), for ticketing and subscription services for matches and for the management of fan cards; EUR 173 thousand (EUR 142 thousand , as of 30 June 2017), for damages caused by supporters to the Stadio Olimpico in Rome, during the home matches played by the first team; other costs for organizing matches for EUR 436 (647) thousand ; Vigili del Fuoco (Fire Department) for EUR 178 (192) thousand, during the home matches played by the first team;
- costs for Stewards to assist supporters, access supervision and monitoring of the Stadio and Trigoria and for ticketing services performed at the Stadio for 1,830 thousand EUR (1,342 thousand EUR, as of 30 June 2017), paid primarily by temp agency Manpower, a technical partner of the company.
- costs for maintenance of sports fields, equal to EUR 220 thousand (EUR 327 thousand as of 30 June 2017), decreased by EUR 107 thousand in the current financial year. The previous financial year included a non-recurring expense of EUR 134 thousand for the sports facilities located in Tre Fontane, used by the youth sector.
- costs for schooling and school activity for the soccer players playing in the youth sector, equal to EUR 140 thousand (EUR 126 thousand as of 30 June 2017);
- medical treatments and health care equal to EUR 1,279 thousand (EUR 1,284 thousand, as of 30 June 2016);

Specific technical costs, equal to EUR 6,336 thousand (EUR 4,948 thousand, as of 30 June 2017), increased by EUR 1,388 thousand in the current financial year, comprising as follows:

- technical and sports consultancies and technical collaborations, equal to EUR 4,796 (3,514) thousand, increased by EUR 1,282 thousand, for professional work performed by sports consultants and not conditioned on the continuation football players' registration;
- costs for scouting and monitoring of football players, equal to EUR 580 (450) thousand;
- management and organization of Summer Camps and Football School, equal to EUR 137 (44) thousand;
- associated Football Schools, equal to EUR 102 (106) thousand;
- salaries and reimbursements to collaborators of the First team and coaches and collaborators of the Youth sector, equal to EUR 721 (834) thousand.

Costs for food, lodging and transportation costs, equal to EUR 2,254 thousand (EUR 1.554 thousand, as of 30 June 2017), increased by 700 thousand EUR in the current financial year, are primarily related to costs for away matches played by the First Team and for the Serie A Championship and participation in the Uefa Champions League, as well as to the growth of the activities of the Youth Sector.

Insurance Costs, equal to EUR 5,865 thousand (EUR 5,566 thousand, as of 30 June 2017), increased by EUR 299 thousand in the current financial year, due to the higher value of the insured corporate assets, primarily made up of football players, and amounting to EUR 5,395 (5,047) thousand, sports injury, life and health care insurance and, in the amount of EUR 470 (519) thousand, different insurance policies, primarily concerned with insurance coverage for the facilities of Trigoria and Olimpico, for Steward staff, for those participating in the Summer Camps, Managers, Medical Staff, employees and collaborators and D&Os for managers and top managers.

General and Administrative costs, equal to EUR 19,991 thousand (EUR 18,697 thousand, as of 30 June 2017), increased by EUR 1,294 thousand in the current financial year, made up as follows:

(Amounts in thousands of EUR)	30.06.2018	30.06.2017
Consultancy and professional services	6,701	6,171
Professional consultancy for commercial services	1,174	660
Costs for post, telephone and other utilities	655	531
Surveillance costs	157	191
Maintenance – management of company headquarters and sports center	1,559	1,408
Maintenance and management of hardware, software and internet website	2,041	1,659
Costs for company and stock exchange meetings	100	108
Transportation and away matches	1,974	2,045
Payments to the Board of Directors	150	175
Costs for auditing procedure	234	223
Payments to the Statutory Auditors / O.D.V.	137	119
Production costs for *Roma TV* and *Roma Radio*	4,878	5,106
Costs for the Stadio's Call Center and other interim services	25	30
Other general and administrative costs	205	271
Total	**19,991**	**18,697**

Costs for professional consultancy, equal to EUR 6,701 (6,171) thousand, increased by EUR 530 thousand, include, among other things, fees paid to external consultants, in the amount of 4,161 (4,431) thousand, including the payment to AS Roma SPV GP LLC, for strategic and management consulting, equal to EUR 707 (886) thousand, and fees paid to NEEP Roma Holding, in the amount of EUR 60 (66) thousand, for Corporate services provided by the parent company. The entry also includes legal and notary fees in the amount of EUR 1,308 (907) thousand; insurance, tax and employment consulting and costs for interpreters equal to EUR 1,232 (833) thousand.

Professional consultancy for commercial services, equal to EUR 1,174 thousand (EUR 660 thousand as of 30 June 2017), increased by 514 thousand EUR in the current financial year, are related to the commercial activities performed by Soccer SAS and include fees paid to sales representatives, royalties and costs for registering and protecting trademarks.

Costs for maintenance and management of hardware, software and the internet website, equal to EUR 2,041 thousand (EUR 1,659 thousand, as of 30 June 2017), of which EUR 1,440 (526) thousand concern Soccer SAS, and specifically relate to costs for assistance, maintenance and management of data traffic referable to the company's websites e social networks, and for software for commercial and management applications.

Costs for transportation and away matches, equal to EUR 1,974 thousand (EUR 2,045 thousand, as of 30 June 2017), decreased by EUR 71 thousand in the current financial year and are related to institutional and commercial activities, consistent with the business' dynamics, which aim at developing the initiatives previously undertaken.

Fees paid to the Board of Directors, equal to EUR 150 thousand (EUR 175 thousand, as of 30 June 2017), have been paid to the Parent Company's independent board members, pursuant to the resolution taken at the Shareholders' Meeting held on 26 October 2017.

Fees paid to the Board of Statutory Auditors, equal to EUR 114 thousand (EUR 96 thousand, as of 30 June 2017). Fees paid to the Supervisory Board, equal to 23 (23) thousand EUR, remain unchanged in the current financial year.

Costs for the auditing procedure, equal to EUR 234 thousand (EUR 223 thousand, as of 30 June 2017), of which EUR 219 thousand for fees paid to BDO Italia S.p.A., based on the assigned tasks. Information on the fees paid to the Group's Directors and Auditors are included in the Remuneration Report, published pursuant to Art. 123-*ter* of the TUF, to which reference is made.

Production costs for the audio-visual thematic channels “Roma TV” and “Roma Radio”, equal to EUR 4,878 thousand (EUR 5,106 thousand, as of 30 June 2017), decreased by EUR 228 thousand in the current financial year, are concerned with the shows of the “*Roma Radio*” radio channel and the “Roma TV” television channel.

Costs for publicity and promotion, equal to EUR 5,752 thousand (EUR 5,393 thousand, as of 30 June 2017), of which EUR 2,983 thousand (EUR 2,671 thousand, as of 30 June 2017), ascribable to the Parent Company and EUR 2,769 thousand (EUR 2,722 thousand, as of 30 June 2017), ascribable to Soccer SAS, increased by EUR 47 thousand in the current financial year and related to investments made in relation with sponsorship and partnership agreements, with costs for the website, social network platforms and communication (Facebook, Twitter, You Tube, etc.), with the AS Roma Fan Village project, with the development of the Ticketing service, through the establishment of the Centro Servizi (Service Center) and use of the so-called “*Brand Ambassador*”, which should be added to the more traditional use of means of communication and promotions, such as advertisement on daily newspapers and radios for institutional and commercial purposes. Furthermore, this entry also includes costs for the management of the Premium Area of the Stadio Olimpico and the “*1927*” Area dedicated to Corporate Hospitality.

27. HIRE, RENTAL AND LEASING

Equal to EUR 10,671 thousand (EUR 9,793 thousand, as of 30 June 2017), increased by EUR 878 thousand compared to the previous financial year, made up as follows;

- Costs for the license to use the Stadio Olimpico, and its annexed commercial facilities, equal to EUR 3,650 thousand (EUR 3,399 thousand, as of 30 June 2017), originating from the current agreement with CONI Servizi for the use of the Stadio Olimpico, which includes lighting costs and a variable share originating from the hospitality area marketing (Premium Seat and Welcome Area).

- Lease costs for the Complesso Immobiliare di Trigoria [Building Complex of Trigoria], paid to A.S. Roma Real Estate, in the amount of EUR 2,700 thousand (EUR 2,700 thousand , as of 30 June 2017), which have remained unchanged in the current financial year, pursuant to the agreement executed on 30 May 2013, effective from 1 January 2013 and with expiration date falling on 31 December 2024, due to tacit renewal for an additional period of six years, which took place in the current financial year. It should be noted that such lease was considered – from an accounting standpoint, and in application of the IAS/IFRS Principles – as an operating lease, with regard to the land, the building and the overlying structures, since the Directors considered that no requirements existed to classify the agreement as a financial lease;

- Lease of football fields, for EUR 429 thousand (EUR 350 thousand, as of 30 June 2017), to be used for the Football School. More specifically, the “Giulio Onesti” federal sports center, granted by CONI Servizi starting in 2014 and the Tre Fontane center, used since February 2016 and fully refurbished in the previous financial year, as well as the Pio XI Sports Centre;

- Lease for the A.S. Roma Store, the spaces for commercial activities and warehouses, in the amount of EUR 1,282 thousand (EUR 1,277 thousand, as of 30 June 2017) incurred by subsidiary Soccer Sas. More specifically, for the spaces located in Via del Corso, Roma Est and Piazza Colonna;

- Lease of computers, software licenses, motor vehicles, instruments, health equipment, other operational bases for the Parent Company in the amount of EUR 2,128 thousand (EUR 1,608 thousand, as of 30 June 2017);

- Lease of equipment and software by subsidiary Soccer Sas, for EUR 482 thousand, (EUR 459 thousand, as of 30 June 2017).

The amount of all the lease costs, with the exception of the Costs for the license to use the Stadio Olimpico, is pre-determined. Therefore, there are no potential rental costs, or rental costs based on a parameter the value of which might change for reasons other than time passing; finally, it should be noted that the lease agreement does not impose any specific restriction.

28. PERSONNEL COSTS

Equal to EUR 158.840 thousand (EUR 145,026 thousand, as of 30 June 2017), increased by EUR 13,814 thousand in the current financial year, primarily due to the higher costs of the Club members, management of the athletes' turnover and technical staff. It should be noted that the cost for personnel includes leaving incentives and bonuses granted to club members and employees in light of the achievement of the predetermined sports performance that have been achieved in the sports season under examination.

(Amounts in thousands of EUR)	30.06.2018			30.06.2017		
	Club members	**Other employees**	**Total**	**Club members**	**Other employees**	**Total**
Salaries and wages	137,760	13,198	150,958	125,798	11,862	137,660
Welfare costs	2,773	3,679	6,452	2,218	3,273	5,491
T.F.R. (severance indemnity)	-	932	932	-	908	908
Other costs (Faifc)	498	-	498	967	-	967
Total	**141,031**	**17,809**	**158,840**	**128,983**	**16,043**	**145,026**

The **costs for Club members**, equal to EUR 141,031 thousand (EUR 128,983 thousand, as of 30 June 2017), increased by EUR 12,048 thousand in the current financial year, comprising: (i) EUR 137,760 thousand (EUR 125,798 thousand, as of 30 June 2017) for fixed salaries, individual bonuses and leaving incentives; (ii) EUR 2,773 thousand (EUR 2,218 thousand , as of 30 June 2017), for welfare and insurance costs; (iii) 498 EUR thousand (EUR 967 thousand, as of 30 June 2017) from payments into the Faifc Fund (end of career for club members).

More specifically, the cost for club members includes a fixed component, paid in fixed instalments over the twelve months included in each financial year, and a variable component, represented by the individual bonuses granted to single football players and the technical staff, on the basis of the achievement of specific sports objectives, which are taken into account while defining the annual budget. With regard to the variable component of the agreements, it should be noted that the maximum commitments for the 2018/19 season, originating from participation in national competitions, amount to EUR 17.8 million , in case of victory in the Serie A Championship and direct qualification to the 2018/19 UEFA Champions League, and 4 million EUR in case of victory in the Tim Cup.

Conversely, the maximum commitments associated with the sports results originating from international competitions are not included in these statements, since their value is deemed to be of limited relevance if compared to the corresponding profits generated by the results bringing about their accrual.

Finally, with regard to financial years following 2018-2019, it is not possible to provide an estimate of the possible commitments related to variable fees that are paid to club members and managers, since these fees are linked to the variable composition of the team of players in the various future sports seasons.

Costs for other employee, equal to EUR 17,809 thousand (EUR 16,403 thousand, as of 30 June 2017), increased by EUR 1,406 thousand, compared to the previous financial year, due to the enhancement of the organizational structure thanks to the hiring of new top managers and bonuses granted to senior management. The employed personnel at the end of the financial year and on average employed in the current financial year comprises:

	30.06.18		30.06.17	
	Annual Average	End of FY	Annual Average	End of FY
Football players	54	53	58	48
Coaches	79	89	73	87
Other technical staff	49	55	32	33
Total Technical Staff	**182**	**197**	**163**	**168**
Managers	16	18	13	13
Employees	145	142	153	148
Workers	5	7	8	8
Total other employee	**166**	**167**	**174**	**169**

29. OTHER OPERATING COSTS

Equal to EUR 6,284 thousand (EUR 5,711 thousand, as of 30 June 2017), increased by EUR 573 thousand in the current financial year, comprising:

(Amounts in thousands of EUR)	30.06.2018	30.06.2017
Indirect fiscal charges	**979**	**934**
Extraordinary costs	**107**	**471**
Other operating costs:		
- Costs for accessing the LNP TV signal	1,063	1,229
- Mutuality related to TIM Cup match	109	829
- LNP-FIGC-UEFA contributions, fines, costs	1,355	1,078
- Costs for purchasing tickets for away games	680	222
- Roma donations	973	648
- Contractual liquidated damages	287	-
- Other operating costs	731	300
Total other operating costs	**5,198**	**4,306**
Total	**6,284**	**5,711**

Indirect fiscal charges, equal to EUR 979 thousand (EUR 934 thousand, as of 30 June 2017), increased by 45 thousand in the current financial year, are related to: EUR 382 (261) thousand , VAT on free tickets and non-deductible VAT on purchases and non-deductible withholdings; EUR 448 (490) thousand, for fines due to the delayed payment of taxes and tax withholdings, through the mechanism provided for the voluntary rectification of tax returns and following the settlement of tax litigation; EUR 58 (64) thousand, for municipal taxes charged for disposal and other services; EUR 91 (119) thousand, ascribable to other taxes and levies sustained in the financial year (stamp duties, registration of lease agreements, advertising or other municipal taxes).

Extraordinary costs, equal to EUR 107 thousand (EUR 471 thousand, as of 30 June 2017), decreased by EUR 364 thousand in the current financial year, and concern the lack of assets or higher costs associated with previous financial years and costs for transactions and legal disputes.

Other operating costs, equal to a total of EUR 5,198 thousand (EUR 4,306 thousand, as of 30 June 2017), a net increase by EUR 892 thousand, which are primarily made up of:

- Costs for accessing the TV signal, equal to EUR 1,063 thousand (EUR 1,229 thousand, as of 30 June 2017) made up of the following: in the amount of EUR 750 (884) thousand, production costs for the TV signal for the Serie A Championship and TIM Cup in the 2017-2018 season, charged by Sky Italia, in the context of an ongoing framework agreement. This item also includes production costs for the TV signal directly charged by LNP Serie A, in the amount of EUR 313 (345) thousand. Against these costs, LNP Serie A has paid the corresponding proceeds originating from the centralized management of the TV signal equal to EUR 1,531 thousand (EUR 1,645 thousand, as of 30 June 2017).

- Mutuality related for TIM Cup match, equal to EUR 109 thousand (EUR 829 thousand, as of 30 June 2017), decreased by EUR 720 thousand in the current financial year, relating to the share of net ticketing revenues due to the clubs hosted for the TIM Cup games, which are decreasing due to the lower number of home matches played and, as a result, the lesser proceeds to be returned to the hosted clubs;

- LNP-FIGC-UEFA contributions, fines and costs, equal to EUR 1,355 thousand (EUR 1,078 thousand, as of 30 June 2017), increased by EUR 277 thousand in the current financial year, which are ascribable to contributions for the operation of the LNP Serie A, costs, registration fees for championships, fines and other costs that are charged by the LNP Serie A, on the basis of resolutions taken by collegiate bodies or federal regulations.

- Costs for purchasing tickets for away games, equal to EUR 680 (222) thousand, ascribable to tickets for away games, especially for games of the UEFA Champions League, purchased by the hosting Clubs and re-sold to those of our supporters who follow the team in their away games. Against these costs, corresponding revenues are obtained and registered under the item “other sundry proceeds”.

- Donations, equal to EUR 973 thousand (EUR 648 thousand, as of 30 June 2017), increased in the current financial year by EUR 325 thousand, which are primarily related to contributions paid in favor of the Fondazione Roma Cares Onlus to allow this entity to pursue charitable activities, especially in relation to earthquake emergencies and support to hospitals. This item also includes charitable activities directly carried out by the Company, such as, for example, donating the profits of the friendly match with the Chapecoense to that South American Club and donations to national Hospitals.

- Contractual liquidated damages, equal to EUR 287 thousand, associated with the early termination of a multi-annual commercial agreement.

- Other operating costs, equal to EUR 731 thousand (EUR 300 thousand as of 30 June 2017), increased by EUR 431 thousand, are related to costs for gifts, TV subscriptions instrumental for the head office, membership contributions, costs associated with the management of the car fleet and for roundings and rebates.

30. NET RESULT FROM PLAYER'S ACTIVITIES

The Net result from Player's activities has generated, in the current financial year, a net positive result of EUR 45,922 thousand (EUR 79,076 thousand, as of 30 June 2017), decreased by EUR 33,154 thousand in the current financial year. This is made up, in the amount of EUR 69,561 thousand (EUR 103,442 thousand, as of 30 June 2017) and corresponding costs, equal to EUR 23,639 thousand (EUR 24,366 thousand, as of 30 June 2017).

(Amounts in thousands of EUR)	30.06.2018			30.06.2017		
	Proceeds	Charges	Total	Proceeds	Charges	Total
Capital gains/Capital losses and write-downs	63,464	(9,522)	53,942	95,166	(327)	94,839
Temporary transfers	1,151	(5,990)	(4,839)	4,600	(5,452)	(852)
FIFA Solidarity Proceeds/Charges	102	(162)	(60)	147	(2,156)	(2,009)
Training Awards and Career Awards	-	(646)	(646)	10	(829)	(819)
Other Proceeds and Charges	4,844	(7,319)	(2,475)	3,519	(15,602)	(12,083)
Total	**69,561**	**(23,639)**	**45,922**	**103,442**	**(24,366)**	**79,076**

The **Capital gains** originating from the transfer of long term rights to players services, equal to EUR 63,464 thousand (EUR 95,166 thousand, as of 30 June 2017), decreased by EUR 31,702 thousand compared to the previous financial year, are determined as follows:

2017-2018 Transfers (amounts in EUR/000)	**Transferee Club**	**Transfer Value**	**Net accounting value**	**Realized capital gains**
Calabresi	Bologna	200	(136)	64
Dicombo	Pescara	800	(70)	730
Mario Rui	Napoli	8,837	(6,711)	2,126
Nainggolan	Inter	38,000	(6,088)	31,912
Emerson Palmieri	Chelsea	19,283	(1,636)	17,647
Skorupski	Bologna	9,000	(494)	8,506
Tumminello	Atalanta	5,000	(512)	4,488
Vainquer	Antalysport	500	(204)	296
Total capital gains for operations in 2017-2018		**81,620**	**(15,852)**	**65,768**
IAS adjustments for discounting of receivables vs. football clubs beyond 12 months				(2,304)
Total net capital gains for operations in 2017-2018				**63,464**

For comparative purposes, we hereby list the corresponding values recorded in the previous financial year:

2016-2017 Transfers (amounts in Euro /000)	**Transferee Club**	**Transfer value**	**Net accounting value**	**Realized capital gains**
Balasa	Steaua Bucarest	481	(479)	2
Crescenzi	Pescara	300	(10)	290
Frattesi	Sassuolo	5,000	-	5,000
Ljajic	Torino	8,500	(3,709)	4,791
Marchizza	Sassuolo	3,000	-	3,000
Paredes	Zenit	26,006	(3,764)	22,242
Ricci F.	Sassuolo	3,000	(247)	2,753
Rudiger	Chelsea	33,403	(7,917)	25,485
Salah	Liverpool	42,000	(14,093)	27,907
Sanabria	Real Betis Balompie	7,312	(3,779)	3,533
Yago Falque	Torino	5,800	(5,639)	161
Other football players		1	-	1
Total capital gains for operations in 2016-2017		**134,803**	**(39,787)**	**95,166**

In the current financial year, the following **proceeds** have been realized from:

Temporary transfers of long term rights to players servicesfor EUR 1,151 thousand (EUR 4,600 thousand, as of 30 June 2017), related to Mario Rui (Napoli) for EUR 413 thousand, Doumbia (Sporting Lisbona) for EUR 238 thousand and Sadiq (Torino) for EUR 500 thousand.

FIFA Solidarity Proceeds, equal to EUR 102 thousand (EUR 147 thousand, as of 30 June 2017), are paid to the Company, as a training club, pursuant to the current FIFA regulations on international transfers of the Company's former football players.

Other Income in the amount of EUR 4,884 thousand (EUR 3,519 thousand, as of 30 June 2017), increased by EUR 1,365 thousand in the current financial year, which are related to proceeds that are ancillary to the transfer campaign, for bonuses and other types of proceeds, contractually agreed, on the occasion of the transfer of our club members to other football clubs, accrued following the achievement of pre-determined sports results in the current financial year. The balance also includes the proceeds, equal to EUR 800 thousand, paid as FIFA contribution for the participation of the registered football players of the AS Roma to the Russia 2018 FIFA World Cup Tournament. The corresponding value as of 30 June 2017, equal to EUR 625 thousand, was conversely related to the adjustment granted by UEFA to the Company for the participation of our registered personnel in the France 2016 European Cup Tournament.

The corresponding **charges** generated in the current financial year relate to:

Capital losses and write-downs of long term rights to players services, equal to EUR 9,522 thousand (EUR 327 thousand, as of 30 June 2017), increased by EUR 9,194 thousand compared to the previous financial year, which are determined, in the amount of EUR 6,496 thousand, by the following transfers of RPSs which took place in the current financial year:

Transfers 2017-2018 (Amounts in EUR /000)	**Transferee Company**	**Transfer Value**	**Net Accounting Value**	**Realized capital losses**
Doumbia	Sporting Lisbona	3,088	(5,422)	(2,334)
Falasco	Avellino	90	(110)	(20)
Iturbe	Tijuan	3,830	(7,277)	(3,447)
Moreno	Real Sociedad	5,700	(6,101)	(401)
Zukanovic	Genoa	1,500	(1,794)	(294)
Total capital losses for transactions in 2017-2018		**14,208**	**(20,704)**	**(6,496)**

Furthermore, in July and August of 2018, capital losses were realized and accounted for in advance as of 30 June 2018, originating from transfers and termination of agreements, in the amount of EUR 3,026 thousand (EUR 327 thousand as of 30 June 2017) and ascribable to the registered football players Castan, Mendez, Ganea, Ombiongo and Hmaidat.

Temporary acquisitions of long term rights to players services, in the amount of EUR 5,990 thousand (EUR 5,452 thousand as of 30 June 2017), related to the following football players: Defrel (Sassuolo), for EUR 2,884 thousand; Schick (Sampdoria), for EUR 2,606 thousand; Silva (Sporting), for EUR 480 thousand and Trusescu (FC Donut) for EUR 20 thousand.

FIFA Solidarity Charges, in the amount of EUR 162 thousand (EUR 2,156 thousand, as of 30 June 2017), paid to training clubs, pursuant to the current FIFA Regulations on international transfers.

Training Awards and Career Awards, equal to EUR 646 thousand (EUR 829 thousand as of 30 June 2017) have been paid to football clubs for the training of football players, registered with the Company, assigned to the Youth Sector. Also included in this entry are the exploitation bonuses paid to the clubs following a temporary transfer of the RPSs, on the basis of underlying agreements and the achievement of pre-determined parameters and sports objectives.

Other charges for the management of football players, equal to EUR 7,319 thousand (EUR 15,602 thousand as of 30 June 2017), decreased by EUR 8,283 thousand, which are related to charges, bonuses and awards paid in the current financial year in relation to the transfer of long term rights to players servicesand are indicated net of the adjustment of liabilities with an expiration date falling after more than 12 months, equal to EUR 180 thousand. These are made up as follows: EUR 1,680 (9,826) thousand, for contractually established bonuses to the benefit of the Football Company and EUR 5,639 (5,776) thousand, from fees paid to sports agents for activities performed on behalf of the Company in the context of the transfers to other Clubs of long term rights to players services.

The additional information requested by Covisoc–FIGC to further explain such item of the financial statements, with an indication of the single transactions occurred in the current financial year (figures in €/000), are included in a specific Table attached to these Explanatory Notes.

31. AMORTIZATIONS, DEPRECIATIONS AND WRITE-DOWNS

Equal to a total of EUR 59,220 thousand (EUR 58,855 thousand, as of 30 June 2017), increased by EUR 365 thousand in the current financial year, which include the following:

(Amounts in thousands of EUR)	30.06.2018	30.06.2017
Amortization of the intangible assets	57,457	54,636
Depreciation of the tangible assets	353	338
Devaluation of current receivables	1,410	3,881
Total	**59,220**	**58,855**

- Amortizations of Intangible assets, equal to EUR 57,457 thousand (EUR 54.636 thousand, as of 30 June 2017), include the following: EUR 56,341 thousand (EUR 53,444 thousand as of 30 June 2017), originating from the amortization of long term rights to players services, increased by EUR 2,897 thousand in the current financial year, due to the dynamics experienced with regard to the rights and EUR 1,116 thousand (EUR 1,192 thousand as of 30 June 2017) originating from amortizations of other intangible assets, decreased by EUR 76 thousand in the current financial year. For further details, reference should be made to the comments included in the corresponding items of the Consolidated Balance Sheet.

- Depreciation of Tangible assets, equal to EUR 353 (338) thousand, increased by EUR 15 thousand: For further details, reference should be made to the comments included in the corresponding entries of the Consolidated Balance Sheet.

- Devaluation of current receivables, due to their adjustment to their alleged fair value, in the amount of EUR 1,410 thousand (EUR 3,881 thousand as of 30 June 2017), of which EUR 375 (2,665) thousand, ascribable to the Parent Company; EUR 1,010 (1,213) thousand, to Soccer SAS and EUR 25 (3) thousand, to MediaCo. It should be noted that the existing balance as of 30 June 2017 included the adjustment to the fair value in the amount of EUR 2,650 thousand, performed at the end of the previous financial year with reference to receivables towards foreign football clubs transferred to primary banks through a non-recourse transfer, at the beginning of the financial year at issue.

32. PROVISIONS FOR RISKS

In the current financial year, provisions have been made to improve the Risk Funds in case of possible legal disputes, litigation and liabilities, in the amount of EUR 546 (200) thousand.

33. FINANCIAL PROCEEDS AND CHARGES

Net Financial Charges, equal to 24,714 thousand EUR (EUR 21,309 thousand as of 30 June 2017), increased by EUR 3,405 thousand in the current financial year and are made up as follows:

(Amounts in thousands of EUR)	30.06.2018	30.06.2017
Interest receivable on bank accounts	3	4
Proceeds from exchanges	109	454
Financial proceeds due to adjustments of commercial receivables/liabilities	871	2,350
Other financial proceeds	4	1
Financial Income	**987**	**2,809**
Interest payable on bank accounts	(611)	(826)
Interest on loans	(37)	(18)
Interest payable on Factoring and Leasing	(552)	(1,139)
Interest payable on the Facility agreement financing	(20,072)	(15,390)
Interest payable from football teams	(782)	(440)
Financial charges for adjustments of commercial receivables / liabilities	(2,384)	(4,857)
Interest payable towards others	(38)	(134)
Bank fees and other charges	(1,169)	(1,242)
Losses on exchanges	(56)	(72)
Financial Expenses	**(25,701)**	**(24,118)**
Total Net Financial Proceeds (Charges)	**(24,714)**	**(21,309)**

Financial Proceeds, equal to EUR 987 thousand (EUR 2,809 thousand as of 30 June 2017) are related to Financial proceeds for the adjustment of commercial receivables/liabilities, in the amount of EUR 871 thousand (EUR 2,350 thousand as of 30 June 2017), generated by discounting, in the current financial year, commercial liabilities with a contractually agreed expiration date falling beyond 12 months and by revaluating trade receivables, which had been adjusted in previous financial years, primarily towards foreign football clubs, for the acquisition of long term rights to players services..

Financial charges, equal to EUR 25,701 thousand (EUR 24,118 thousand as of 30 June 2017), increased by EUR 1,583 thousand, made up as follows:

- Interest payable on bank accounts, for EUR 611 thousand (EUR 826 thousand as of 30 June 2017), accrued on temporary drawdowns of overdraft facilities by the Parent Company.
- Interests on Factoring and Leasing, in the amount of EUR 552 thousand (EUR 1,139 thousand as of 30 June 2017), originating from the transfer of receivables from football clubs to primary Banks, primarily on a non-recourse basis.
- Interest payable on the Facility Agreement loan granted to MediaCo, in the amount of EUR 20,072 thousand (15,390 thousand, as of 30 June 2017), related to the refinancing of the Group's financial payables, ended in February 2015, adjusted and supplemented in June 2017 and ascribable to interest payable, in the amount of EUR 16,706 (13,074) thousand, and, in the amount of EUR 3,366 (2,859) thousand, directly ascribable ancillary charges, calculated according to the amortized cost method (IAS 39);
- Charges for the adjustment of commercial receivables/liabilities, equal to 2,384 (EUR 4,857 thousand as of 30 June 2017) originating from the discounting, in the current financial year, of trade receivables with a contractually agreed expiration date falling beyond 12 months and from the revaluation of trade payables, adjusted in previous financial years, primarily towards foreign football clubs, for the acquisition of long term rights to players services;
- Football clubs, in the amount of EUR 782 (440) thousand, ascribable to deferred payments granted in relation to the payment of the contractually agreed instalments, in relation to market transactions carried out with foreign Clubs;

- Interest payable towards others, equal to EUR 38 thousand (EUR 134 thousand as of 30 June 2017), decreased by EUR 96 thousand in the current financial year, which are related to interest on tax payables repayable in instalments and to voluntary rectification of tax returns and adjustment (IAS) of the employees' severance indemnity;
- Fees and Charges, in the amount of EUR 1,169 thousand (EUR 1,242 thousand as of 30 June 2017), decreased by EUR 73 thousand in the current financial year, relating to the following:
  - Charges and bank services in the amount of EUR 158 thousand (EUR 135 thousand as of 30 June 2017);
  - Factoring fees, in the amount of EUR 266 thousand (EUR 388 thousand as of 30 June 2017), related to the transfer on a non-recourse basis of the receivables from Football Companies;
  - Fees on loans in the amount of EUR 550 (472) thousand, ascribable to MediaCo, which relate to the annual fees paid to Unicredit in the context of the debt refinancing operation;
  - Bank fees, in the amount of EUR 191 thousand (EUR 240 thousand, as of 30 June 2017), for the use of POS and credit card services, as well as other payment services;
  - Other bank charges in the amount of EUR 4 thousand (EUR 7 thousand as of 30 June 2017).
- Losses on exchanges, equal to EUR 56 thousand (EUR 72 thousand as of 30 June 2017) originating from commercial transactions performed in US Dollars.

34. TAXES FOR THE FINANCIAL YEAR

In the current financial year, Income taxes have been calculated in the amount of EUR 7,976 thousand (EUR 6,182 thousand as of 30 June 2017), increased by EUR 1,794 thousand in the current financial year, essentially due to taxable income recorded in the current financial year as a result of the Group's performance.

Current Income Taxes, equal to EUR 10,247 thousand (EUR 9,683 thousand as of 30 June 2017), of which EUR 8,191 (6,521) thousand due for IRAP and EUR 2,056 (3,162) thousand due for IRES.

IRAP (Italian Regional Production Tax): taxes due as of 30 June 2018 amount to EUR 8,191 thousand (EUR 6,521 thousand as of 30 June 2017), increased by EUR 1,670 thousand, due to the higher taxable income achieved in the current financial year, especially by the Parent Company.

IRES (Corporate Income Tax): taxes due as of 30 June 2018 are equal to EUR 2,056 thousand (EUR 3,162 thousand as of 30 June 2017), decreased by EUR 1,106 thousand, due to the lower taxable income generated in the current financial year by MediaCo.

Proceeds from national consolidation: since the financial year ended on 30 June 2015, the Company joined the Group National Tax Consolidation arrangement established by NEEP Roma Holding as a Parent Company. As a result, proceeds equaling EUR 2,300 thousand (EUR 3,501 thousand as of 30 June 2017) were accounted for due to the transfer to the Parent Company of tax liabilities originating from the financial year under examination.

Adjustments for income taxes, the financial year also witnessed the emergence of a negative adjustment related to the IRES credit transferred to the Parent Company in the previous financial year, equal to EUR 33 thousand (EUR 36 thousand as of 30 June 2017) and an adjustment for IRAP, assets for EUR 2 thousand, which emerged from the 2016-2017 tax returns, filed, respectively, last March (IRES) and in December of 2017 (IRAP).

As a result, the current income taxes, net of the aforesaid income and having considered the tax adjustments related to the previous financial year, amount in the aggregate to EUR 7,976 thousand (EUR 6,182 thousand as of 30 June 2017).

Finally, it should also be noted that, on tax liabilities related to previous financial years and on other deductible temporary differences (risk funds and receivable write-down provision), the Company could have calculated deferred tax assets. Prudentially, such taxes have not been calculated, since it is currently impossible to foresee some sources of income which are primarily related to the operational management of the football player pool, which may influence the economic result of the following financial years. For further details, reference should be made to the Table annexed to these Explanatory Notes.

35. NET PROFIT (LOSS) PER SINGLE SHARE

The liability for each share (basis), amounting to EUR 0.0637 (EUR 0.1058 as of 30 June 2017), has been calculated by dividing the consolidated results of the AS Roma Group as of 30 June 2018, by the average weighted number of the outstanding ordinary shares of A.S. Roma in the financial year under examination, equal to no. 403,907,215 (no. 397,569,888, as of 30 June 2017), having taken into account the share capital increase that took place on 21 June 2018 through the subscription of no. 231,312,432 newly issued ordinary shares.

Finally, it should also be noted that in the periods under examination there are no ordinary shares that can be issued, and, more specifically, there are neither stock option nor stock grant plans. Therefore, the diluted loss for each share corresponds to the basic loss for each share.

36. OTHER COMPONENTS OF THE OVERALL OPERATING PROFIT/LOSS

Liabilities for EUR 152 thousand as of 30 June 2018 (assets for EUR 368 thousand as of 30 June 2017), represent the actuarial adjustment, directly entered under the item on capital and reserves related to the provisions for employees' benefits, following the periodical assessment of the employees' severance indemnity (TFR) conducted by qualified external experts.

INFORMATION ON ENTITIES EXERCISING MANAGEMENT AND COORDINATION ACTIVITIES

Pursuant to Arts. 2497-*bis* and 2497-*ter* of the Italian Civil Code, to provide the necessary information and publicity on the entity able, directly or indirectly, to exercise management and coordination on A.S. Roma, we hereby provide summary information, updated as of 30 June 2018.

It should be noted that AS Roma S.p.A. is directly controlled by NEEP Roma Holding S.p.A., which was incorporated on 26 April 2011 (Tax Code 11418561004) which is controlled, in turn, by **AS Roma SPV, LLC**, a Company incorporated under the laws of the United States on 27 January 2011, with registered office at 615 South Du Pont Highway, Dover, Delaware 19901 (U.S.A.), the entity exercising management and coordination activities. Below is the financial statement for the financial year ended on 31 December 2017, approved by the shareholders of AS Roma SPV LLC.

(Amounts in thousands of US Dollars)	31.06.2017	31.06.2016
Assets		
A – Current assets-escrow cash account	1,958	7,138
B – Other assets – AS Roma Entities	151,675	151,315
C – Investment in Stadium	70,927	38,195
C - Other assets – Notes receivable	119,781	105,000
Total assets	**344,341**	**301,648**
Liabilities & Equity		
A – Equity:		
▪ Share capital – Members' Contributed Capital	294,637	294,637
▪ Retained earnings	(17,176)	(17,102)
▪ Net income	(3,907)	(74)
Total Equity	**273,554**	**277,461**
B - Liabilities:		
▪ Account payable	716	1,186
▪ Other current liabilities (interest, note payable)	70,071	23,001
Total current liabilities	**70,787**	**24,187**
Total Liabilities & Equity	**344,341**	**301,648**

* * *

These financial statements provide a truthful and correct representation of the assets/liabilities and financial results, as well as of the operating profit/loss for the financial year ended on 30 June 2018 and is consistent with the amounts indicated in the accounting records.

For additional details on the following subjects matters, please refer to the Management Report:

- Relevant events occurred after the end of the financial year;
- Relationships with subsidiaries, affiliates, parent companies and their subsidiaries.

The Chairman of the Board of Directors
James Joseph Pallotta

Certification of the financial statements for the financial year pursuant to Art. 81-*ter* of Consob Regulations No. 11971 of 14 May 1999, as subsequently amended and supplemented

1. The undersigned James Joseph Pallotta and Francesco Malknecht, in their respective capacities as Chairman of the Board of Directors and Manager in Charge of drawing up the company's accounting documents for A.S. Roma S.p.A., respectively, hereby certify, also considering Art. 154-*bis*, paras. 3 and 4, of Legislative Decree No. 58 of 24 February 1998:

   - the suitability (in relation to the characteristics of the undertaking) and
   - the actual implementation,

   of the administrative and accounting procedures to draw up the Consolidated Financial Statements, during the company's financial year ended as of 30 June 2018.

2. We hereby also certify that the Consolidated Financial Statements ended as of 30 June 2018:

   a) Have been drawn up in accordance with the International Accounting Principles issued by the International Accounting Standards Board and adopted by the European Commission, pursuant to the procedure set out in Art. 6 of (EC) Regulation No. 1606/2002 of the European Parliament and the Council of 19 July 2002 and pursuant to Art. 9 of Legislative Decree No. 38/2005;

   b) Are consistent with the amounts indicated in the accounting records and documents;

   c) Are suitable to provide a truthful and correct representation of the profit/loss, financial and economic results of the issuer and of the group of undertakings included in the consolidation;

3. Finally, we hereby also certify that the Management Report includes a reliable report on the performance and results of the management of the A.S. Roma Group, as well as on the circumstances of the issuer and the main risks and uncertainties to which the issuer may be exposed.

Rome, 5 October 2018

The Director in Charge
Francesco Malknecht

The Chairman of the Board of Directors
James Joseph Pallotta

APPENDIX TO THE ANNUAL FINANCIAL REPORT FOR THE YEAR ENDED AS AT 30 JUNE 2018

MAIN PARAGRAPHS OF THE MANAGEMENT REPORT MENTIONED IN THE NOTES TO THE FINANCIAL STATEMENTS

DEALINGS WITH RELATED PARTIES

The AS Roma Group maintains commercial relations and utilizes administrative and financial services with related parties, defined in accordance with the international accounting standard IAS 24 - adopted according to the procedure set forth in art. 6 of the Regulation (EC) no. 1606/2002 - (hereafter, "Transactions with Related Parties").

The regulation containing the "Code of Conduct for Material Transactions of a Financial and Economic Nature and Transactions with Related Parties", to be adopted pursuant to Art. 4 of the Regulation, adopted by Consob pursuant to Resolution No. 17221 of 12 March 2010, as subsequently supplemented and amended, and Art. 9 of the Corporate Governance Code, and having regard to Consob Notice No. DEM/10078683 of 24 September 2010, was approved by the Board of Directors on 3 December 2010 and entered into effect on 1 January 2011. The Board of Directors, in the meeting held on November 12, 2015, approved an updated version of the regulation, that was communicated according to the law.

Transactions between the Company and related parties, identified in accordance with IAS 24, consisted of transactions of a commercial and financial nature and were undertaken at arm's-length conditions, i.e., conditions similar to those customarily applied to unrelated parties for transactions of a similar nature, amount and risk, as well as in accordance with applicable provisions of law.

Management and coordination of the Company is provided by AS Roma SPV LLC, and did not have significant effects on the A.S. Roma Group's financial performance and financial position during the period. In further detail, at 30 June 2018 there were no direct dealings of a commercial or financial nature with AS Roma SPV LLC, with the exception of costs of studies, design work and presentation of the new stadium, charged between the two companies according to the agreements in place. Moreover, in the 2017/18 financial year the Company received contributions as shareholder’s loan for a total of € 8.4 million, from the controlling shareholder ASR SPV LLC through NEEP Roma Holding SpA ("NEEP"), a company that owns the majority shareholding in the Company's capital, which in turn is 100% owned by AS Roma SPV LLC. In the 2017/18 financial year AS Roma SPV LLC also made payments for as shareholders loan for € 3.6 million, with respect to which the Company, on March 30, 2018, received notification from the shareholder for the conversion of this shareholder loan into Share Capital Increase payments, with consequent recognition in the Shareholders' Equity of the Company.

The following tables show the total values of balance sheet and income statement items at 30 June 2018, related to dealings between A.S. Roma Group and related parties, including AS Roma SPV LLC, but excluding intra-group transactions eliminated during the consolidation process.

BALANCE SHEET ITEMS ASSOCIATED WITH RELATED PARTIES

Balance sheet 30/06/2018	Non Current assets	Current assets			TOTAL
Assets	Other	Financials	Trade receivables	Other receivables	
AS Roma Real Estate Srl	2.700	-	-	0	2.700
Neep Roma Holding S.p.A.	-	-	-	2.369	2.369
ASR SPV LLC	-	-	2.093	40	2.133
Stadio TDV S.p.A	-	-	-	430	430
SDS srl (liquidated company)	-	-	-	40	40
Total Assets	**2.700**	**0**	**2.093**	**2.879**	**7.672**
Tot overall	*4.550*	*0*	*70.918*	*34.559*	*110.027*
% impact	*59%*	*n.a*	*3%*	*8%*	*7%*

Balance sheet 30/06/2018	Non Current Liabilities	Current Liabilities			TOTAL
Liabilities	Financials	Financials	Commercials	Other	
AS Roma Real Estate Srl	-	-	(1.074)	-	(1.074)
Neep Roma Holding S.p.A.	(25.980)	-	(37)	(2.593)	(28.610)
Stadio TDV S.p.A	-	-	-	(462)	(462)
ASR SPV GP LLC	-	-	(199)	-	(199)
Total Liabilities	**(25.980)**	**0**	**(1.310)**	**(3.055)**	**(30.344)**
Tot overall	*(228.631)*	*(37.762)*	*(129.854)*	*(52.645)*	*(448.892)*
% impact	*11%*	*0%*	*1%*	*6%*	*7%*

In further details:

- **A.S. Roma Real Estate S.r.l.**: other non-current assets include receivables of € 2.7 million associated with security deposits provided in connection with contractual obligations assumed for the lease of the Trigoria Real-Estate Complex and other current assets. Current trade payables include residual lease payments of € 1.1 million.

- **NEEP Roma Holding S.p.A.**: current assets include receivables, for € 2.4 million, related to the reverse current taxes (IRES), as part of the tax consolidation agreement of the Group. Non-current liabilities include € 26 million for payments as a loan from the parent company, while current liabilities include other liabilities for € 2.6 million, related to the transfer of taxes (IRES) in application of the tax consolidation and the calculation of Group VAT.

- **AS Roma SPV LLC:** current assets include receivables of € 2.1 million associated with the costs of the study, design and presentation of the new stadium, charged back to the parent company under the agreements in place.

- **Stadio TDV S.p.A.**: other current assets include for € 0.4 million related to expenses paid by AS Roma in connection with the studies for the realization of the new stadium. Current liabilities include € 0.5 million related to Group VAT.

- **ASR SPV GP LLC**: current liabilities include € 0.2 million for management consulting services and recharge of expenses incurred on behalf of the Company.

INCOME STATEMENT ASSOCIATED WITH RELATED PARTIES

Profit & Loss 30/06/2018	Operating revenues	Operating costs		Tax figures	TOTAL
	Other revenues	Services	Leasing Costs	Tax reverses	
AS Roma Real Estate Srl	-	-	(2.700)	-	(2.700)
Neep Roma Holding S.p.A.	-	(60)	-	2.269	2.209
Gruppo Raptor	-	(395)	-	-	(395)
ASR SPV LLC	201	-	-	-	201
ASR SPV GP LLC	-	(755)	-	-	(755)
Total	**201**	**(1.210)**	**(2.700)**	**2.269**	**(1.441)**
Tot overall	*11.627*	*(47.382)*	*(10.671)*	*2.269*	*(44.156)*
% impact	*2%*	*3%*	*25%*	*100%*	*3%*

In fu\rther details:

- **A.S. Roma Real Estate S.r.l.**: the cost of using third-party assets includes € 2.7 million of rent accrued during the year for the lease of the Trigoria Real-Estate Complex.

- **NEEP Roma Holding S.p.A.**: service costs include € 0.1 million related to management consultancy services. Among the tax components there are accounted € 2.3 million of revenues, related to the reverse current taxes (IRES), as part of the tax consolidation agreement of the Group.

- **Raptor Group**: service costs include € 0.4 million relating to recharge of expenses incurred on behalf of the Company.

- **AS Roma SPV LLC:** other income includes the sum of € 0.2 million associated with costs of the study, design and presentation of the new stadium, charged back to the parent company under the agreements in place.

- **ASR SPV GP LLC**: service costs include expenses of € 0.8 million for management consulting services and rebilling of costs incurred on behalf of the Company.

MAJOR LEGAL PROCEEDINGS AND DISPUTES

A.S. Roma is plaintiff and defendant in various ordinary legal proceedings, injunction proceedings and various disputes, the outcome of which is at present objectively uncertain, and which pertain in particular to past dealings with players, suppliers, contractors and consultants; the assessments conducted by the Directors in relation to the accounting entries for proceedings and disputes in which the Company is defendant are based on their best knowledge at the date of preparation of the financial statements concerned.

The Company, in fact, with the assistance of its lawyers, constantly manages and monitors ongoing disputes and, where it is necessary, proceeds, to make allocations to the risk funds on the basis of the foreseeable outcome of these disputes.

As at 30 June 2018, as a result of the procedures for which the AS Roma Group is a party, provisions for risks and charges have been set aside in the risk fund for a total of € 3.8 million, compared with € 4.9 million as at 30 June 2017. The founds are composed as follows:

- Provision for legal risks: € 3.7 million (€ 4.8 million, as at 30 June 2017), set up in relation to certain legal proceedings which mainly concern previous relationships with players, attorneys, suppliers, consultants and employees. In the 2017/18 financial year, provisions have been made for € 0.5 million and uses for € 1.6 million.

- Social security risks provision: equal to € 0.1 million, unchanged compared to 30 June 2017, destined to cover social security risks (Inps - Enpals) referring to work disputes.

Tax Disputes

The tax litigation of which the Company is a party, drafted by Italian Finance Police, and which are currently pending at the Supreme Court of Cassation, are reported below:

- Tax period 2000: the judgment concerning VAT for the tax year 2000 is pending before the Court of Cassation, referring in particular to the contestation of the non-invoicing of taxable transactions in relation to the the participation in the collections related to away matches in compliance with the pro tempore, art. 30 of the Regulations of the National Professional League. The appeal by the Court of Cassation was presented by the Company on February 12, 2016 against the ruling of the Rome Regional Tax Commission filed on July 16, 2015, which, at the time of the referral, rejected the Company's appeal. The amount of the dispute is € 0.4 million, plus penalties and interest.

- Tax period 2000: by judgment filed on 6 November 2013, Italy's Supreme Court declared that the main matter in issue amounting to € 1.6 million had been discontinued, referring the case back to the Regional Tax Commission for review of the remaining matters in issue, concerning the amount of € 0.4 million, plus penalties and interest. By judgement filed on 16 July 2015, the Regional Tax Commission rejected the requests of the Company. On 12 February 2016 the Company has conservatively filed an appeal before the Supreme Court against the sentence of second degree. The payment folder containing the collection of the amounts due

according to the decision of the Regional Tax Commission of Rome was subject to payment by installments, granted in 18 installments from March 2016 to August 2017, all regularly paid. The positive outcome of the proceedings, expected by the Supreme Court, should therefore endorse the question of principle which led the Company to appeal to the Court of Cassation and reimbursement of the sums already provisionally paid.

- Tax period 2001: a trial is pending before the Supreme Court relating to the alleged late payment of the first instalment of the amnesty filed pursuant to Art. 8 of Law No. 289/2002. The trial was filed by the Italian Revenue Authority on October 12, 2012 against the judgment of the Regional Tax Commission of July 12, 2011 in favor of the Company. The amount of the dispute is equal to € 0.5 million as penalties and interest, amounts initially paid by the Company and subsequently reimbursed as a result of the decision of the second instance judges.

Beyond the above, A.S. Roma has not been notified of any other irregularities by the tax and revenue authorities.

BASIC ITALIA

AS Roma, Soccer / Basic (ordinary litigation):

A.S. Roma S.p.A. and Soccer SAS di Brand Management S.r.l. were sued by BASIC Italia for compensation for damages associated with the alleged breach of the technical sponsorship contract signed on 12 June 2010, pursuant to which Basic was designated as official technical sponsor of the club for a period of seven years. The contract provided for the faculty in favor of AS Roma and Soccer to terminate the contract in advance at the occurrence of certain events expressly defined in the contract including, but not limited to, the production and marketing by Basic of products that differ from the approved prototypes under the contract. On 23 November 2012 AS Roma and Soccer resolved this contract due to breach of the contract by complaining of serious defects found on the technical material and on the clothing line created by Basic for the 2012/2013 football season. By means of a writ served on December 5, 2012 Basic sued AS Roma and Soccer claiming that the breach claimed by ASR and Soccer was not such as to justify the termination of the contract, and required compensation for damages suffered as a result of the resolution, quantified in approximately € 62 million.

In their statement of appearance and counterclaim, A.S. Roma and Soccer rejected the claims put forth by BASIC Italia, arguing that they were inadmissible and/or unfounded, and thus to be denied in their entirety, while also petitioning the court for termination of the contract by fault of BASIC Italia itself and for his conviction for damages for more than double the amount requested by Basic, and in particular for a total of € 100 million in favor of AS Roma and € 35 million in favor of Soccer, plus interest and revaluation.

Currently the Technical Consultant appointed by the Court to carry out the technical investigations requested by the Judge has completed his analysis and has deposited the expert report at the Court. At the hearing for the clarification of the conclusions, the Judge held the case in decision by assigning to the parties a deadlines for the filing of the final writings with effect from 20.11.2018. At present it is not possible to make a prediction on the possible outcome of the dispute.

Soccer / Basic (Opposition proceedings against injunctive decree):

In parallel, a case is pending between Soccer and Basic Italia in Court of Rome for the opposition to the injunction issued in January 2013 by Basic Italia against Soccer, with which the Court ordered the payment of the sum of € 534,094.48 in favor of Basic Italia, plus interests pursuant to Legislative Decree 231/02.

With the opposition to the injunction order Soccer rejected the claims of Basic Italia insisting on the revocation, cancellation and / or declaration of inefficacy of the injunction also because of serious breaches of Basic Italy to the technical sponsorship contract signed on June 12, 2010 .

As of the Date of this Report, the Technical Consultant appointed by the Court to carry out the technical investigations requested by the Judge completed his analysis and deposited the expert report with the Court. At the hearing for the clarification of the conclusions, the Judge held the case in decision by assigning to the parties deadlines for the filing of the final writings with effect from 20.11.2018. At present it is not possible to make a prediction on the possible outcome of the dispute.

Other disputes

AS Roma / Batistuta Gabriele Omar (ordinary litigation)

By means of a writ notified on 3 March 2006, Batistuta sued AS Roma in order to declare the non-fulfillment of the companies and to order the company to pay compensation for damages amounting to approximately € 7.9 million and corresponding to what Gabriel Omar Batistuta should have received under the agreement for which it is due with the 30% increase provided by the agreement itself and with the interest from the individual deadlines to the actual payment; as well as compensation for damages due to loss of earnings, loss of chances resulting from the impossibility of Gabriel Omar Batistuta to consider offers from companies interested in his image due to the contractual constraint, quantifiable in € 1 million, or in the different increase or smaller sum that will be of justice or proven in the course of the case.

With sentence n. 20447/13 the Court of Rome rejected the claims, ordering the Batistuta to pay the costs of the dispute. On 3 December 2014, Mr. Batistuta notified the appeal against said sentence and on 28 September 2015 AS Roma appeared in court.

The judgment was updated to clarify the conclusions at the hearing on May 12, 2020.

AS Roma / Filippo Lubrano (ordinary litigation)

By means of a writ notified to AS Roma, Prof. Avv. Filippo Lubrano appealed against the sentence of the Civil Court of Milan, Sec. V n. 10939, which partially upheld the opposition to an injunction issued by AS Roma against the injunction order with which the Civil Court of Milan had ordered the payment of the amount of about € 2 million in favor of Prof. Filippo Lubrano for services rendered in the period between 1992 and 2000, ordering AS Roma to pay approximately € 33.000, as well as legal accessories.

With appearance of constitution and response with incidental accident filed on July 21, 2017 AS Roma is in the trial insisting on the rejection of the sentence challenged by the counterpart.

Parallel with the appearance of response and response AS Roma challenged the sentence in the part in which it was recognized the amount of € 33.000 in favor of the Lubrano, including the express rejection of Lubrano to any consideration for the activity carried out as Councilor with delegations to the ordinary and federal litigation, final for the reform on the point of the Judgment.

At the first hearing on appeal, celebrated on October 17, 2017, the Court acknowledged the regularity of the adversarial and postponed to November 7, 2017, inviting the parties to seek a good-by-court settlement of the dispute. At the hearing of November 7, pending negotiations between the parties, the Court referred to the hearing of February 20, 2018, and then to the hearing of May 15, 2018 to verify the results of the negotiations, possibly also making it possible to clarify the conclusions. At the hearing of May 15, the Court referred the case for clarification of the conclusions at the hearing of January 8, 2019.

Employment Disputes

A.S. Roma is a party to certain litigation pertaining to the assessment of pay differentials brought against the Company. The total sum requested is approximately € 690.000 and he provisions for risks accrued for this purpose are sufficient to ensure coverage of total claims advanced by the parties concerned by way of pay differentials, although the Company believes that it has acted in accordance with applicable legislation.

Other disputes

At the date of this Report, about 20 cases were filed in which claims for damages were issued against the AS Roma Group, for a total sum of € 10 million, mostly attributable to litigation due to breaches of contract and compensation damage. In the opinion of the Company, also in the light of previous experience in similar proceedings, the risk of losing in such disputes is remote or scarcely significant.

MAIN RISKS AND UNCERTAINTIES TO WHICH A.S. ROMA GROUP IS EXPOSED

By way of further supplementation and clarification of the information presented in this Report, the following is a concise description of the main risks and uncertainties to which A.S. Roma Group is exposed.

Risks Associated with the General Economic Conditions

The serious economic crisis that has hit the main world financial institutions in recent years and which has had a strong impact on the performance of the main financial markets, with serious repercussions on the global economic performance has not significantly affected the economic and financial performance of the Group. However, if this economic crisis should continue, the Company may not be able to replace the expiring agreements with agreements and conditions that are at least similar, with consequent negative effects on the assets and on the equity, economic and financial situation.

Risks related to the objective responsibility of football clubs

The current legislation provides for the objective responsibility of the football clubs in relation to certain acts carried out by its supporters, managers, Club members, and the members of the companies that are directly or indirectly responsible for the control of the companies themselves, as well as those who carry out any activities within or in the interest of a company or otherwise relevant to the federal system that may involve the imposition of sporting and / or economic sanctions against the Company. In this regard, despite having adopted the measures and procedures deemed necessary in order to avoid the violation of the aforementioned legislation, the Company does not exclude that facts unrelated to its control may result in the imposition of sanctions (fines, disqualification of a sector or the entire stadium, penalties of one or more points in the league table, and, in the most serious cases such as the unlawful sport conduct, exclusion from the championship or any other competition, with assignment to one of the lower category championships).

Risks related to changes in the tax and regulatory regime of the sector

The Group operates mainly in Italy, where it is subject to the payment of taxes and duties. The Group fulfills its tax obligations, but in some cases on the basis of the interpretation of current legislation and tax regulations, and could therefore be subject to negative effects deriving from changes in the tax legislation to which it is subject. Changes in tax legislation or its interpretation, If necessary, could expose the Group to negative consequences on its economic, asset and financial situation.

Furthermore, professional football activity is governed by extensive, stringent and detailed national and international legislation. Any changes to the regulatory framework within which the Company operates, the adoption of new measures by the competent sports bodies (including, by way of example, the adoption of more stringent parameters for the registration to the championships, for the admission of players' registration rights or for the issuance of the UEFA License) or sudden changes in the current interpretive practice of the current legislation, could significantly affect the Group's activity and the participation of the First Team in competitions, lead to an increase costs related to the management of the First Team and / or a reduction in revenues with possible negative effects on the economic, equity and financial situation as well as on the Group's activities and prospects.

Risks associated with the reduction in the popularity of professional football and national and international competitions

The revenues generated by professional football and national and international competitions have a significant dependence on the popularity and attractiveness of professional football. A reduction due to a lack of interest in national and international competitions, competition from other sports, or a scandal linked, for example, to disorders or doping or illegal sports betting, would have significant negative effects on the economic, equity and financial situation and on the Group's activities, strategies and prospects.

Risks Associated with Dependence on the Television Rights Market of Serie A, Italian Cup and UEFA

The Group's revenues significantly depend on revenues deriving from the centralized sale of radio and television rights relating to the Serie A Championships and Italian Cup and the related sales methods

and distribution criteria, as well as the income generated by the participation in UEFA competitions. The rules governing the ownership of the radio and television rights of the sporting competitions indicated above, and the distribution of the proceeds obtained from their assignment, do not allow direct management by the Company.

In particular, a possible contraction of the rights market, as well as a change in the criteria adopted for the allocation of resources deriving from the centralized marketing of radio and television rights, both at national and European level, could lead to a significant reduction in revenues with negative effects in the future on the economic results and on the financial position of the Group.

Risks associated with participation in sports competitions

The participation of the First Team in the various national and European sports competitions, in particular, in the UEFA Champions League, as well as the performances obtained in these competitions, have a significant impact on the economic and financial results of the year. In particular, failure to participate in national professional championships could compromise the assumption of business continuity. In fact, such a scenario could prevent the Company from continuing its activity. The non-participation in European competitions, on the other hand, entails significant negative effects on development strategies, activities, prospects and, more generally, on the Group's economic, equity and financial situation. The lower revenues achieved would in fact be accompanied by a lower visibility of the Company's brand and, consequently, by a lower negotiating power of the Company in the renewal of the various contractual relationships for sponsorships, sale of premium seats, and other marketing activities, as well as a decrease in the value of the rights player’s sport services, in the moment in which they are sold.

The participation in the Serie A championship is subject, in addition to the sports title achieved (placement in the first 17 positions of the Serie A championship final ranking of the previous season), to obtaining the National License, which provides for compliance with requirements of a sporting nature, legal, infrastructural, organizational and economic-financial set annually by the FIGC Federal Council as part of the approval of the rules relating to the National Licensing System. Furthermore, in order to favor the economic-financial rebalancing of the Serie A companies, the F.I.G.C. introduced, with the Official Communication n. 188 / A of March 26, 2015, starting from the 2015/16 season, a system of programmatic rules that will come fully into service in the 2018/19 season. These programmatic standards include, starting from the 2015/16 season, a system of control indicators, represented by the Liquidity indicator and by the Indicator of Indebtedness and Extended Labor Cost (which act as corrective indicators); starting from the 2016/2017 football season, regulations on the absence of past due payables to football clubs for transfers of players, absence of overdue debts due to Club members for fees due to them; and, for the purpose of obtaining the National License 2018/2019 prescriptions concerning "Budget balance", whose application rules have been detailed in a special manual published with the Official Communication n. 263 / A dated 27/1/2016, and provide for the determination of a balanced budget by defining the revenues and costs relevant for the calculation starting from the 2015/16 financial statements.

Participation in European competitions is subject, in addition to the sport title obtained, to the achievement of the so called "UEFA License", for which the Company must prove that it meets the requirements of the UEFA License Manual, which are of a sporting, legal, infrastructural, organizational and economic-financial nature. Furthermore, all clubs qualified for European competitions are automatically subject to compliance with the Financial Fair Play (FFP), the set of rules and monitoring criteria imposed by the UEFA, based in particular on three pillars: business continuity, budget, break-even ("Break even rule"), and the absence of past due debts to other clubs, players or social and fiscal authorities.

Risks related to dependence on sponsorships and other commercial agreements

The Group's total revenues significantly depend on sponsorship agreements and, more generally, on commercial agreements, including agreements related to the management and exploitation of television and image rights that the Company owns under the provisions of the law “Melandri-Gentiloni”.

These proceeds originated from investments made by third-party companies and could be influenced by the economic crisis that has affected the economy of many countries in recent years, including Italy. In the event that the economic crisis persists and, consequently, the state of uncertainty that characterizes the current global economic scenario should be confirmed, it is possible a further contraction of investments in the sector of sports sponsorship by companies with consequent possible impacts negative results on the Group's financial results.

The Company is also subject to the risk of counterfeiting its brands by third parties and for this reason has established a strong policy to combat counterfeit products. However, in addition to collaborating assiduously and effectively with the competent authorities, in order to repress possible damages by third parties and to react to the phenomena of counterfeiting (so-called "brand protection"), the Company has included specific clauses in the license agreements. that oblige licensees to actively collaborate with the Company to monitor any counterfeiting of the property rights on the AS Roma trademarks and pursue on an ongoing basis the infringement of their brands rights, also thanks to the constant collaboration with the Customs Agency and the Finance Guard, also in front of judicial authorities, both civil and criminal.

Risks related to the physical state and to the injuries of the players

The Company's economic and financial results are correlated with the sports results achieved in the sport competitions. The physical state of players and injuries that may occur during the season are therefore a risk factor that can significantly affect the Company's financial results. Although the Company has underwritten insurance policies with leading companies, aimed at securing the Company from such risks, and consequently is adequately guaranteed in terms of compensation for damages, in the event of players' injury they may still have negative effects on the Group.

Risks related to the ability to attract international players, technical staff and qualified key personnel

The Company significantly depends on the professional contribution of key personnel and highly specialized figures. Key personnel include players, coaches and technical staff of the First Team and youth teams, as well as executive directors and senior management positions. For highly specialized figures we mean people who, due to their knowledge and experience in the sector in which the Group's companies operate, are decisive for growth and development. In the event that the relationship with one or more of the aforesaid figures is interrupted for any reason, there are no guarantees that the Company will be able to replace them promptly with equally qualified entities suitable to ensure the same operational and professional contribution in the short term.

Furthermore, it should be noted that in recent years the Company has had to cope with a significant increase in costs for salaries and bonuses to players, coaches and technical staff. Should this market trend continue and costs continue to increase significantly, there could be negative effects on the economic, equity and financial situation, as well as on the Company's activities, strategies and prospects, also in consideration of the greater difficulties that that would arise to find possible replacement of players. In this regard, it should also be noted that the Company is subject to compliance with the Regulations established for participation in national and international sports competitions, and in particular the provisions of the Financial fair play envisaged by the F.I.G.C. and UEFA, which could limit the sustainability of the costs themselves.

Risks related to the possible deterioration of the Rating assigned by Standard & Poor's

The Facility Agreement signed by MediaCo with Unicredit and Goldman Sachs in February 2015 and modified in June 2017 is rated by Standard & Poor's Rating Services. The Rating assigned is considered by Standard & Poor's as a "public rating" pursuant to Regulation (EC) no. 1060/2009 of the European Parliament and of the Council of the European Union.

At the date of this Report, the rating assigned by Standard & Poor's Rating Services to the MediaCo Loan Agreement is BB with a Stable outlook.

It should be noted that, pursuant to the Facility Agreement, any worsening of the Rating could determine, at the Agent's discretion (acting reasonably), the expiry of the benefit of the term and the early repayment of the sums referred to in the Facility Agreement.

Risks related to the outcome of ongoing disputes

The assessments made by the Directors, regarding the allocation in the financial statements for proceedings and litigation, and in particular regarding allocations to appropriate provisions for risks and bad-debts, are based on their best knowledge at the date of preparation of the Report and take into fact that, in the main disputes, AS Roma Group is also an active part. The Directors therefore believe that the sums allocated are adequate in light of the circumstances present at the date of this Report and in compliance with the relevant accounting standards, according to which a provision is made when the liability is probable and reasonably quantifiable. However, in the event of a loss in the

disputes the Group is involved, these provisions may not be sufficient to fully address the claims for damages and / or restitution related to the pending proceedings.

For information on the judicial, civil, tax or labor-related proceedings of which the Group is involved, please refer to the previous section " Major legal proceedings and disputes" of the Report.

Risks deriving from operations with related parties

As part of its ordinary business, the Group has commercial and financial relationships with the Group companies and with related parties. In the opinion of the Company, transactions with related parties are and were carried out at normal market conditions. However, there is no certainty that if these transactions were concluded with third parties, they would have negotiated and signed the related contracts, or executed the same transactions, under the same conditions and with the same procedures. Furthermore, the termination or termination for any reason of one or more of the relationships with related parties, could entail difficulties due to the continuation of such relationships, or to definition of the same with different conditions.

Risks related to the use of the Olimpico Stadium

The Company is not the owner of the Olimpico Stadium in Rome, the sports facility that hosts the official matches of the First Team. On 11 August 2017, an agreement was signed with CONI, owner of the Olimpico Stadium sports facility located in Rome, under which the use of the Stadium was granted for a duration of four sports seasons starting from the beginning of the sports season 2017/2018 until the end of the 2020/2021 sports season. However, it is not possible to predict with certainty a renewal of the contract beyond the 2020/2021 season, and a negative event in this sense could have negative repercussions, also significant, on the Group's business, financial and economic situation.

Furthermore, pursuant to the concession, in the event of damage to the Olimpico Stadium structure, C.O.N.I. has the right to intervene directly to carry out the related repairs and may exercise the right to request the Company to reimburse the costs incurred for repairs.

Finally, it should be noted that the operational activities at the stadium could be influenced by natural disasters, technical problems, or even terrorist attacks, with negative effects on the company's financial, economic and financial situation.

Financial Risks

An analysis of the main risks of a financial nature (credit risk, interest-rate risk, exchange rate risk, liquidity risk and derivative risk) associated with the ordinary conduct of A.S. Roma's operating activities is set out in the specific section of the Notes to the Financial Statement.

GOING CONCERN AND ANALYSIS OF THE FINANCIAL SITUATION

At the meeting held on 16 April 2017, the Shareholders' Meeting took note of the separate economic result for the first half of the 2017/18 financial year, negative for € 37.4 million, which reduced the share capital of A.S. Roma S.p.A. by more than a third, thus determining the conditions set forth in art. 2446 of the Italian Civil Code, and postponed to the Shareholders' Meeting to be called for the approval of the financial statements for the year ended June 30, 2018, the possible adoption of the measures set forth in art. 2446 paragraph 2 of the Civil Code. The decision of the Shareholders' Meeting was based on the observations of the Directors contained in the Report pursuant to art. 2446 of the Civil Code and art. 74 of Consob Regulation no. 11971/99 prepared by the Directors themselves and filed in due time and in accordance with the Regulations in force, as well as on the observations of the Board of Statutory Auditors pursuant to art. 2446 of the Civil Code.

The economic performance of the second half of 2017/18 financial year was significantly influenced (i) by the sports results achieved in the UEFA Champions League, with the victories obtained in the round of 16 in the double matches with Shakhtar Donetsk and in the Round of 8, with FC Barcelona, which allowed the qualification to the semi-finals of the competition against Liverpool FC, (ii) by the signing of the long-term partnership with the airline Qatar Airways, and (iii) by the transfer of long term rights to sport services of the players Emerson Palmieri, Skorupski, Tumminello and Nainggolan, which determined a significant increase in total revenues compared to the first six months of the year. However, this increase was not sufficient to face the increase in costs and, therefore, the separate

economic result achieved in the second half of the 2017/18 financial year, positive for about € 19 million, and the positive effects of the Capital Increase, equal to approximately € 9.3 million, have not allowed the Company to bring back the Net Equity at 30 June 2018 at a value that would overcome the conditions provided for in art. 2446 of the Civil Code.

The Company has adopted a series of processes aimed at ensuring adequate management of the financial resources, that will allow the Company to meet its financial needs deriving from operating activity, investments and financial debt set to mature during the financial year. In further detail, the Company's financial needs will be met through the cash flows generated by ordinary operations and borrowings or, if necessary, from the sale of its assets, particularly its players, whose overall market value, which largely exceeds their carrying amounts, represents a solid foundation for the going concern of the Company. In addition, it is worth to note that, as of today, the controlling Shareholder, through Neep Roma Holding, never failed in respect of the undertakings it took. It should also be noted that, at the date of publication of this Report, salaries payable to Club members, taxes both current and installmentized, have been regularly paid, and therefore there are no overdue payables due to Club members and overdue taxes.

On 5 October 2018 the Board of Directors of the Company approved the consolidated revised budget data for the 2018/2019 financial year ("Revised Budget "), updated with respect to the Budget for the 2018/19 financial year to include the economic, financial and equity impact of events and occurred after the approval of the Budget itself. The Consolidated Revised Budget data, based however on assumptions of a general and hypothetical nature, relating to future aspects or events which by their nature are beyond the control of the Directors of the Company, and of a discretionary nature, relating to events that will occur and which will determine the trend in revenues and costs for the year, foresees an economic result for the year 2018/19 with an improvement compared to that recorded at 30 June 2018 even if it is still a loss. However, they will depend largely on the performance achieved in the competitions in which the team is engaged, Serie A Championship, UEFA Champions League and Italian Cup, as well as the transfer of rights to the sports services of the players that will be carried out during the year, from the evolution of revenues deriving from commercial activities and sponsorship, from ticketing revenues, and from the evolution of personnel costs.

In addition, through the sale of long term rights of players sport services carried out in the first quarter of the 2018/19 financial year, the Company was able to account significant net gains which, together with the share of the proceeds deriving from the participation in the UEFA Champions' League Group Stage, allow the Company to achieve a profit for the first quarter period and an increase in equity with respect to what recorded at 30 June 2018.

The Directors will continue to monitor the evolution of the performances and will evaluate any corrective measures, if necessary.

Accordingly, after completing the opportune analyses, the Company and the Group have been considered to be operating on a going-concern basis by the Board of Directors, and this Report has therefore been prepared on a going-concern basis.

In compliance with art. 2446 of the Civil Code, paragraph 1, the Company has prepared a Report on the Company's financial position to be submitted to the Shareholders' Meeting called in ordinary session, in first call on October, 26, h.15:00 and, if necessary, in second call on October 27, at the same time, and which provides the following point of the Agenda: "*measures under Article. 2446. of Civil Code; related and consequent resolutions*". In particular, in the Report prepared pursuant to Art. 2446 of the Civil Code, the Directors proposed to the Shareholders' Meeting the full coverage of the overall losses as at June 30, 2018 through the use of the Share Premium Reserve.

MANAGEMENT OUTLOOK

The result for the 2018/2019 financial year, although still benefiting from the income from the UEFA Champions League and the capital gains already realized during the summer session of the transfer campaign, is expected to make a loss, although with an improvement compared to the result achieved during the 2017/2018 financial year. However, in this estimation the typical uncertainties of a football club remain, deriving in particular from the sports performances of the First Team in the competitions to which it is engaged, the further transfer operations of the rights to players' sports services that could be carried out during the year, the evolution of revenues deriving from commercial activities,

sponsorships and ticketing, and the trend in the personnel cost of Club members , the latter in relation above all to the variable part of the contracts signed.

A.S. ROMA S.p.A.

Independent auditor's report pursuant to article 14 of Legislative Decree n. 39, dated 27 January 2010 and article 10 of EU Regulation n. 537/2014

Consolidated financial statements as of 30 June 2017

This report has been translated into English from the original, which was prepared in Italian and represents the only authentic copy, solely for the convenience of international readers.

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Via Ludovisi, 16
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Independent auditor's Report

pursuant to article 14 of Legislative Decree n. 39, dated 27 January 2010 and article 10 of EU Regulation n. 537/2014

To the shareholders of
A.S. Roma S.p.A.

Report on the consolidated financial statements

Opinion

We have audited the consolidated financial statements of A.S. Roma SPA and its subsidiaries (the Group), which comprise the statement of financial position as of 30 June 2017, the statement of comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion the consolidated financial statements give a true and fair view of the financial position of the Group as of 30 June 2017 and of the results of its operation and cash flows for the year then ended in accordance with International Financial Reporting Standards as adopted by the European Union, as well as the regulation issued to implement article. 9 of Legislative Decree No. 38/05.

Basis for opinion

We conducted our audit in accordance with International Standards on Auditing (ISA Italia). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of this report. We are independent of the Group in accordance with ethical requirements and standards applicable in Italy that are relevant to the audit of financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key audit matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the consolidated financial statements of the current period. These matters were addressed in the context of our audit of the consolidated financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Sport performance rights: intangible assets with a finite useful life include significant amounts related to "long-term rights to football player's services". As indicated in the explanatory notes in the paragraph "Valuation criteria and accounting principles" and in note 1, such rights have been booked at the purchase cost inclusive of the incidental charges and amortized on the basis of the duration of the performance contracts stipulated by the Parent company with each single football player. In the event of loss indicators, such as particularly significant injuries or illness or significant capital losses arising from disposals or terminations of contracts after the end of the financial year, Management carry out a valuation in order to ascertain that the net book value of such rights is not higher than the recoverable value.

For the audit purposes, this item has been deemed as significant considering the relevance in monetary terms and the bias involved in the valuation process.

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The main audit procedures performed include the check of the compliance with the international accounting standards and the business processes in relation to the booking and the valuation of such rights. In particular for the main contracts it has been checked the accounting of the related transactions, the coherent application of the amortization policies, and the presence of any loss indicators that could have led to the accounting of write-downs.

Litigation and related risks: the Group is a part in some legal proceedings, including tax disputes. As indicated in the explanatory notes in the paragraph "Valuation criteria and accounting principles" and in notes 14 and 15 the Group, according to the international accounting standards IAS 37, accounts for a provision if the risk of losing is deemed probable and the amount is determinable, while the risk of losing is mentioned in the explanatory notes when it is deemed possible and/or the amount is not determinable.

This area has been deemed as significant considering the bias related to the valuation of the litigation underlying risks and their quantification. The main audit procedures performed include the reading of the company books, the sending of the external confirmation letter to the legal consultants of the Group, the analysis of the responses received and periodic meetings with the legal consultants.

Responsibilities of the Management and Those Charged with Governance for the consolidated financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with International Financial Reporting Standards as adopted by the European Union, as well as the regulation issued to implement article 9 of Legislative Decree No. 38/05 and, within the terms prescribed by law, for such internal control as they determine is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, Management is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless Management either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with International Standards on Auditing (ISA Italia) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit conducted in accordance with International Standards on Auditing (ISA Italia), we exercise professional judgment and maintained professional skepticism throughout the audit. Furthermore:

- We identified and assessed the risks of material misstatement of the consolidated financial statements, whether due to fraud or error; we designed and performed audit procedures responsive to those risks, we obtained audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control;
- We obtained an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control;
- We evaluated the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by Management;

- We concluded on the appropriateness of the Management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern;
- We evaluated the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation;

We communicated with those charged with governance, identified at an appropriate level as required by ISA Italia regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identified during our audit.

We also provided those charged with governance with a statement that we have complied with relevant ethical and independence requirements applicable in Italy and communicated with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the consolidated financial statements of the current period and are therefore the key audit matters. We described these matters in the auditor's report.

Other information communicated pursuant to article 10 of Regulation (EU) 537/2014

We were engaged by the shareholders meeting of AS Roma S.p.A. on 29 October 2009 to perform the statutory audit of the Company's and the consolidated financial statements for the year ending 30 June 2010 to 30 June 2017.

We declare that we did not provide any prohibited non-audit services, referred to in article 5, paragraph 1, of Regulation (EU) 537/2014, and that we remained independent of the Company in conducting the audit.

We confirm that the opinion on the consolidated financial statements included in this audit report is consistent with the content of the additional report prepared in accordance with article 11 of the EU Regulation n.537/2014, submitted to those charged with governance.

Report on other legal and regulatory requirements

Opinion pursuant to article 14, paragraph 2, letter e), of Legislative Decree n. 39/10 and of article 123-bis of Legislative Decree n. 58/98.

Management of A.S. Roma S.p.A. is responsible for the preparation of the report on operations and a report on corporate governance report of AS Roma S.p.A. as of 30 June 2017, including their consistency with the consolidated financial statements and their compliance with the applicable laws and regulations.

We have performed the procedures required under audit standard (SA Italia) n. 720B in order to express an opinion on the consistency of the report on operations and of specific information included in the corporate governance report as provided by article 123-bis, paragraph. 4, of Legislative Decree n. 58/98, with the consolidated financial statements of AS Roma S.p.A. as of 30 June 2017 and on their compliance with the applicable laws and regulations, and in order to assess whether they contain material misstatements, if any.

In our opinion, the report on operations and the specific information included in the corporate governance report are consistent with the consolidated financial statements of AS Roma S.p.A. as at 30 June 2017 and are prepared in compliance with applicable laws and regulations.

With reference to the assessment pursuant to article 14, paragraph. 2, letter e), of Legislative Decree n. 39/10 based on our knowledge and understanding of the entity and its environment obtained through our audit, we have nothing to report.

Rome, October 5, 2017

BDO Italia S.p.A.

Signed by Alessandro Fabiano
Partner



ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED AS AT 30 JUNE 2017

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CONSOLIDATED FINANCIAL STATEMENTS AS AT 30 JUNE 2017

ACCOUNTING STATEMENTS

BALANCE SHEET - ASSETS

Value in EUR/000	notes	30 06 2017	30 06 2016
A) NON-CURRENT ASSETS			
a) Long - term rights to player's services		188,937	192,592
b) Other fixed assets		22,561	18,703
c) Intangible assets in progress and advance payments		1,724	1,800
Intangible assets with a finite useful life	*1*	**213,222**	**213,095**
a) Plants and machinery		330	146
b) Industrial and commercial equipment		149	169
c) Other assets		854	448
d) Other intangible assets in progress		423	699
Tangible assets	*2*	**1,756**	**1,462**
Investments	*3*	**0**	**0**
a) Trade receivables		23,468	2,500
b) Fixed financial assets		16,732	11,702
c) Other non-current assets		5,198	3,223
Other non-current assets	*4*	**45,398**	**17,425**
Total non-current assets		**260,376**	**231,982**
B) CURRENT ASSETS			
Inventories	*5*	**1,048**	**712**
Trade receivables	*6*	**110,488**	**91,020**
Other current assets	*7*	**11,580**	**8,312**
a) Pre-paid taxes		0	0
b) Tax receivables		804	3,325
Tax receivables	*8*	**804**	**3,325**
Cash and cash at bank and in hand	*9*	**51,845**	**8,698**
Total current assets		**175,765**	**112,067**
TOTAL ASSETS		**436,141**	**344,049**

BALANCE SHEET – LIABILITIES

Value in EUR/000	notes	30 06 2017	30 06 2016
A) CAPITAL AND RESERVES	*10*		
Share capital		59,635	59,635
Share premium reserve		10,177	60,159
Legal Reserve		1,987	1,987
Provision for actuarial gains (losses)		(611)	(979)
FTA reserve		(85,933)	(85,933)
Consolidation reserve		0	
Share capital paid in by shareholders for future capital increase		90,514	20,514
Carried-forward profit (loss)		(122,398)	(158,396)
Profit (loss) for the financial year		(42,048)	(13,984)
Capital and reserves of the AS Roma Group		**(88,677)**	**(116,997)**
Third-Party Capital and reserves		(237)	(8)
Total Capital and reserves		**(88,914)**	**(117,005)**
B) NON-CURRENT LIABILITIES			
Medium and long term borrowings	*11*	231,738	156,692
Statutory Severance Fund	*12*	3,019	3,065
Trade receivables	*13*	53,202	46,284
Provisions for tax-related risks / Deferred taxes	*14*	745	745
Provisions for risks and charges	*15*	4,851	5,211
Other liabilities	*16*	14,018	14,236
Total non-current liabilities		**307,573**	**226,233**
C) CURRENT LIABILITIES			
Trade receivables	*17*	133,135	132,524
Short term borrowings	*18*	29,346	34,021
Tax payables	*19*	7,735	17,842
Social security payables	*20*	1,221	985
Other liabilities	*21*	46,045	49,449
Total current liabilities		**217,482**	**234,821**
TOTAL LIABILITIES AND CAPITAL AND RESERVES		**436,141**	**344,049**

OVERALL PROFIT AND LOSS ACCOUNT

Value in EUR/000	notes	30/06/2017	30/06/2016
Revenues from matches	22	**35,252**	**52,138**
Other revenues from sales and performances	23	**8,056**	**5,405**
b) Sponsorships		5,397	5,064
c) Television and image rights		105,573	133,459
d) Advertising proceeds		10,831	10,633
e) Other proceeds		9,891	12,730
Other revenues and proceeds	24	**131,692**	**161,886**
Total operating revenues		**175,000**	**219,429**
Purchase of consumables	25	(7,149)	(4,686)
Change in Inventories	25	336	(663)
Service charges	26	(42,464)	(43,739)
Hire and lease costs	27	(9,793)	(8,302)
Personnel costs	28	(145,026)	(154,985)
Other management charges	29	(5,711)	(4,933)
Total operating costs before depreciation, amortization and other write-downs		**(209,807)**	**(217,308)**
Net result from Player's activities	30	79,076	64,167
Earnings before interest, tax, depreciation and amortization (EBITDA)		**44,269**	**66,288**
Depreciation, amortization and other write-downs	31	(58,855)	(54,581)
Provisions for risks	32	(200)	(160)
Earnings Before Interest and Taxes (EBIT)		**(14,786)**	**11,547**
Financial proceeds and charges	33	(21,309)	(18,297)
Profit/loss before taxes		**(36,095)**	**(6,750)**
a) current taxes		(6,182)	(8,233)
b) pre-paid and deferred taxes		0	848
Taxes for the financial year	34	**(6,182)**	**(7,385)**
Consolidated Profit/loss (including third-party shares)		**(42,277)**	**(14,135)**
Third party profit/loss		(229)	(151)
A.S. Roma S.p.A. Group Profit/loss		**(42,048)**	**(13,984)**
Net profit (loss) per share (EUR)	35	**(0.106)**	**(0.035)**
Other components of the operating profit/loss:			
Actuarial profits / losses set aside for employee benefits		368	(590)
Other items of the operating profit/loss	36	**368**	**(590)**
Group's total operating profit/loss		**(41,680)**	**(14,574)**

CONSOLIDATED CASH-FLOW STATEMENT (EUR/ 000)	Notes	30/06/2017 (12 months)	30/06/2016 (12 months)
A) Profit/loss before taxes		**(36,096)**	**(6,750)**
+ Fixed assets - Depreciation, amortization and other write-downs	31	54,974	47,566
+ provisions and other write-downs	31 and 32	3,881	1,296
+/- capital gains (losses) on players disposals	31	(94,839)	(76,576)
financial management	34	21,310	22,019
change in inventories	26	(336)	663
change in current receivables	6 - 7	15,156	(22,724)
change in current payables	17	(1,129)	10,615
change in provisions for risks	15	(360)	(520)
change in tax receivables	8	2,521	(2,125)
change in tax liabilities and provisions for taxes	14 - 19	(10,108)	9,417
change in other current liabilities	20 - 21	3,168	9,615
change in other non-current assets	4	(1,975)	(306)
change in other non-current liabilities	12-16	(264)	5,865
+/- tax management	35	(6,181)	(7,385)
B) Operating Cash Flow		**(20,518)**	**(2,580)**
- purchase of long - term rights to player's services	1	(91,316)	(125,900)
+ sale of long - term rights to player's services	1	135,983	98,112
change in receivables for the sale of long - term rights to player's services	4-6	(62,357)	11,756
change in payables for the sale of long - term rights to player's services	13-17	8,655	11,732
C) Cash Flow from player activity		**(9,035)**	**(4,299)**
change in investments in tangible and intangible assets	1-2	(5,606)	(4,154)
D) Cash flow from investments		**(5,606)**	**(4,154)**
Financial proceeds (charges)	34	(21,310)	(22,019)
Increase in provisions for future share capital increases	10	70,000	0
Increase in provisions	10	368	(590)
Dividends paid to third parties	10	**(0)**	(3)
E) Cash flow from financing activities		**49,059**	**(22,612)**
TOTAL CASH FLOW		***(22,196)***	***(40,395)***
Initial net financial position			(129,917)
Final net financial position		**(192,507)**	**(170,312)**
			-
Reconciliation with the Balance Sheet			
Financial assets:		68,577	20,400
Financial liabilities		**(261,084)**	**(190,712)**
Final net financial position		(192,507)	(170,312)

** (THE DATA RELATING TO 2015/16 HAS BEEN RECLASSIFIED FOR BETTER COMPARABILITY WITH THE 2016/17 FINANCIAL YEAR DATA)*

Changes in Capital and reserves

Value in EUR / 000	Share capital	Legal Reserve	Share premium reserve	FTA Reserve	Actuarial Profit (loss) reserve	Shareholders' reserve for share capital increase	Profits (losses) carried forward	Operating profit/loss	Total Group AS Roma	Third-Party capital and reserves	Third-Party profit/loss	Total consolidated financial statements
Balances as of 30.06.2015	**59,635**	**1,987**	**60,159**	**(85,933)**	**(389)**	**20,514**	**(117,230)**	**(41,166)**	**(102,432)**	**44**	**102**	**(102,277)**
Carrying forward of profit(loss)							(41,166)	41,166	0	99	(99)	0
Third-party dividends [2]									0		(3)	(3)
IAS 19 discounting					(590)				(590)			(590)
Profit(loss) as of 30.06.2016								(13,984)	(13,984)		(151)	(14,135)
Balances as of 30.06.2016	**59,635**	**1,987**	**60,159**	**(85,933)**	**(979)**	**20,514**	**(158,396)**	**(13,984)**	**(116,997)**	**143**	**(151)**	**(117,005)**
Carrying forward of profit(loss)			(49,982)				35.998	13.984	-	(151)	151	-
Share capital paid in for future increase of share capital						70,000			70,000			70,000
IAS 19 discount rate					368				368			368
Profit/loss as of 30.06.2017								(42,048)	(42,048)		(229)	(42,277)
Balances as of 30.06.2017	**59,635**	**1,987**	**10,177**	**(85,933)**	**(611)**	**90,514**	**(122,398)**	**(42,048)**	**(88,677)**		**(229)**	**(88,914)**



CONSOLIDATED FINANCIAL STATEMENTS AS AT 30 JUNE 2017

EXPLANATORY NOTES

GENERAL INFORMATION

Gruppo A.S. Roma S.p.A. (hereinafter also the "**Group**") is controlled by the Parent Company A.S. Roma S.p.A., which is a joint-stock company incorporated and domiciled in Italy, with registered office at Piazzale Dino Viola No. 1, Rome, the shares of which are listed on the regulated market organized and managed by Borsa Italiana S.p.A. (the Italian Stock Exchange).

The Group is active in the field of professional football and, over time, has added to its traditional sporting activities other activities that focus on managing and exploiting the rights to its brand and image, the most significant of which are licensing its media rights (television, telephone, internet, etc.) to its first team's home matches, as well as sponsorships and promotional-advertising activities.

CONTENTS AND FORM OF THE FINANCIAL STATEMENTS

When these Consolidated Financial Statements were being drafted, the provisions implementing Article 9 of Legislative Decree No. 30/2005 were considered. In drafting the Consolidated Financial Statements as at 30 June 2017, the measures adopted by Consob in Recommendation No. 2080535 of 9 December 2002, Resolutions Nos. 15519 and 15520 of 27 July 2006, Communication No. 6064293 of 28 July 2006 and Consob Recommendation No. 1081191 of 1 October 2010, regarding the information to be included in the financial reports of listed football companies, were applied.

Furthermore, in light of the particular activity performed by A.S. Roma, the accounting recommendations issued by the Italian Football Federation ('FIGC ") were taken under advisement, as well as the provisions set out in the UEFA Licensing Manual concerning compliance with the financial criteria envisaged by the current Italian and international football association regulations governing such matter.

The accounting statements and disclosures set out in these Consolidated Financial Statements have been prepared in compliance with the IAS 1 international standard. The Financial Statements consist of Mandatory Accounting statements (Overall Profit and Loss Account, Balance Sheet, Statement of changes in the Capital and Reserves and Cash Flow Statement), accompanied by Explanatory Notes.

The forms of accounts and information contained in these Consolidated Financial Statements have been prepared in compliance with the IAS 1 international standard. The Financial Statements consist of the Mandatory Accounting Statements (Overall Profit and Loss Account, Balance Sheet, Statement of changes in Capital and Reserves and Cash Flow Statement), accompanied by the explanatory notes.

With regard to the manner in which the Accounting Statements have been drafted, the distinction between current/non-current accounts has been adopted in the Balance Sheet as a way of setting out assets and liabilities. Revenues and costs have, on the other hand, been classified in the Overall Profit and Loss Account on the basis of the nature thereof, and the economic components relating to the net result of players activity have been indicated separately, so as to have a better understanding of the profit/loss achieved by current management. The Cash Flow Statement has been drafted in accordance with the indirect method and the Operating Profit/Loss has been adjusted in the light of other non-monetary items.

With a view to complying with the instructions given in Consob Resolution No. 15519 of 27 July 2006, titled "Provisions on the formats of financial statements", specific Consolidated Overall Profit and Loss Accounts and Consolidated Balance Sheets have been drafted, in addition to the mandatory accounting statements. The above have highlighted the significant amounts recorded for relationships or transactions entertained with related parties (which have been indicated separately in the relevant lines of the said statements).

It must be noted that, during the 2016/2017 financial year and the previous financial year, there were no significant or unusual transactions provided for under Consob Communication No. 6064293 of 28 July 2006 to report. Furthermore, the schedule of substantial holdings as at 30 June 2017, and the supplementary disclosure required by the Football Association Bodies and Consob on 14 July 2009 in accordance with Article 114 of Legislative Decree No. 58/1998 are set out below. The amounts indicated in the Financial Statements and the Explanatory Notes are indicated in thousands of euros.

The formats of the Profit and Loss Account, the Balance Sheet, the Statement of changes in Capital and Reserves and the Cash Flow Statement are the same as those used for the Consolidated Financial

Statements as at 30 June 2016 and indicate, for the purpose of the comparison therewith, the corresponding values as at 30 June 2016.

APPROVAL OF THE SEPARATE FINANCIAL STATEMENTS AND AUTHORIZATION TO PUBLISH

The Separate Financial Statements as at 30 June 2017 were approved by the Board of Directors at the meeting held on 4 October 2017 and have been published, together with the Consolidated Financial Statements, within the terms provided for under the law. These financial statements have been audited by the independent auditing firm BDO Italia S.p.A., and the corresponding report is set out below.

STANDARDS AND SCOPE OF CONSOLIDATION

In accordance with the provisions of IFRS 10, in the Consolidated Financial Statements, the financial statements of the Group's parent company A.S. Roma S.p.A. (hereinafter also called **"AS Roma")** and its subsidiaries Soccer Società in Accomandita Semplice di Brand Management S.r.l. (hereinafter also called "**Soccer Sas**") and ,starting from the current financial year, ASR Media and Sponsorship S.r.l. (hereinafter also called "**ASR Media**" or "**MediaCo**") are aggregated item by item, adding together the corresponding values of assets, liabilities, capital and reserves, revenues and costs, net of intercompany relations.

With a view to ensuring that the Consolidated Financial Statements indicate accounting information about the Group as if it were a single economic entity, the following adjustments have had to be made:

- the book value of the Investments has been written off vis-a-vis the corresponding portion of the subsidiary's Capital and Reserves, and the individual assets and liabilities have been recorded with their current value on the date on which control was acquired. Any outstanding balance has, if positive, been entered under the item Non-current Assets, Goodwill and difference on consolidation, whereas it has been entered in the Profit and Loss Account if negative;
- the third parties' share of the Subsidiaries' profit or loss for the financial year in question must be identified;
- the third-party share of the Consolidated companies' capital and reserves are identified separately from the Group's share of the company's Capital and Reserves. Third-party minority interests consist of: (i) the value of those minority interests on the date on which the Investment was acquired, calculated in accordance with IFRS 3; (ii) the third parties' share of changes in the Capital and Reserves on the date of acquisition.

Intra-group balances and transactions, including revenues, costs and dividends or profits, are written off in full, as are profits and losses generated by intra-group transactions, including the book value of assets, such as inventories and fixed assets. Revenues and costs generated by subsidiaries are included in the Consolidated Financial Statements from the date of acquisition onwards, in accordance with the provisions of IFRS 3, that is to say up until the date on which control is lost.

Subsidiaries

Subsidiaries are consolidated from the date on which the Group acquires control thereof and are deconsolidated from the date on which such control ceases. Control means the ability to determine the financial and management policies of an entity and take advantage of the benefits accruing to such company. A company is controlled when the Group effectively holds more than half of the voting rights, actual or potentially exercisable, at the reporting date.

The acquisition is recorded in the accounts on the basis of the acquisition method. The cost of acquisition corresponds to the current value of the assets sold, shares issued, or liabilities undertaken at the date of acquisition, to which are added the costs that are directly attributable to the Group. The balance between the cost of acquisition and the Group's share of the current value of the acquired company's net assets is recorded as goodwill.

Associated companies

Companies over which significant influence is exercised are considered associated companies. This influence is presumed when the Group holds more than 20% of the voting rights on the reporting date, actual or potentially exercisable. The acquisition is posted in the accounts on the basis of the acquisition method described above.

After the acquisition, Investments in associated companies are recorded with the Capital and Reserves method. The Group's shares of the Profit/Loss and the movements in the reserves are posted under the Profit and Loss Account and the Capital and Reserves, respectively. Profits and losses not generated by intragroup transactions are not included in the Group's share of said company's profits and losses. If the Group's share of the losses recorded by an associated company amounts to or exceeds the value of the Investment held in such company, no further losses will be recorded, unless there are obligations to cover the associated company's losses, or payments have been made on behalf of such company.

Joint ventures

Investments in joint ventures are posted in the accounts on the basis of the Capital and Reserves method. Joint control is defined as the contractually established sharing of control over the economic activities conducted by an entity.

Scope of Consolidation

The scope of consolidation includes not only the Parent company A.S. Roma S.p.A., but also the subsidiary Soccer Sas di Brand Management S.r.l., of which A.S. Roma is a Limited Partner. A.S. Roma holds 99.98% of such company's shares and is entitled to 97,39% of its profits, consolidated in accordance with the IAS/IFRS Standards. Since the 2014-2015 financial year, the scope of consolidation includes ASR Media and Sponsorship S.r.l., incorporated in December 2014. The Parent Company directly holds a 11.34% stake in ASR Media and Sponsorship S.r.l. and indirectly holds the remaining 88.66% of the latter company's share capital through its subsidiary Soccer Sas.

VALUATION CRITERIA AND ACCOUNTING PRINCIPLES

In compliance with Legislative Decree No. 38/2005, the A.S. Roma Group has, since the financial year ended at 30 June 2007, adopted the IAS/IFRS International Accounting Standards (hereinafter called the "**IAS/IFRS Standards**"), for the purpose of drafting its Consolidated Financial Statements and the interim accounting statements. Therefore, it has applied these Standards in drafting these Consolidated Financial Statements.

The standards in question refer to the International Accounting Standards (IAS) and International Financial Reporting Standards (IFRS), supplemented by the related interpretations (Standing Interpretations Committee - SIC and International Financial Reporting Interpretations Committee - IFRIC) issued by the International Accounting Standards Boards (IASB), as adopted by the European Union, according to the procedure provided for under Article 6 of Regulation (EC) 1606/02, on the date on which these Financial Statements were approved by the Company's Board of Directors.

The accounting principles adopted for the preparation of these consolidated financial statements are compliant with those adopted for the preparation of the consolidated financial statements as at 30 June 2016.

The Group's management must, as a result of applying the IAS/IFRS standards to the Consolidated Financial Statements drafted by it, provide accounting estimates that are based on overall and/or subjective assessments, past experience and assumptions that are considered reasonable and realistic, as well as on the basis of information that was known when the said estimates were made. The use of these estimates influences the book value of assets and liabilities, including potential assets and liabilities. Should these estimates and assumptions, which have been based on the best assessment made by the Directors, not correspond to what might be the actual situation in the future, they will be amended accordingly. All of these assessments are conducted with a view to the Group continuing as a going concern and are done on an accrual basis.

The following standards have been observed in drafting these Consolidated Financial Statements:

- the items have been evaluated on a going concern basis;

- the items have been booked on an accrual basis;
- the aforementioned items have been presented and classified according a principle of consistency from one financial year to another;
- each significant group of similar items has been shown separately in the Financial Statements; those items that are of a different nature or have a different purpose have been presented separately unless they are irrelevant;
- assets and liabilities, proceeds and costs are not offset unless otherwise required or permitted by a Standard, or by an Interpretation.

General Principle

The Consolidated Financial Statements have been drafted on the basis of the Historical Cost Principle, except in those cases indicated in the following notes, and have also been drafted on a Going-Concern basis.

Ability to continue as a Going Concern

The Directors of the Parent Company have - also having taken into account the forecasts about revenues and cash flow contained in the 2017-2018 Revised Budget - concluded that, despite the fact that losses have still been recorded, there are none of the significant uncertainties, pursuant to paragraph 25 of IAS 1, about the ability to continue as a business concern. For further details on the considerations made by the Directors about the Group's Ability to Continue as a Going Concern, please refer to the paragraph " Management Outlook" set out in the Management Report.

Intangible assets

IAS 38 (Intangible Assets) defines intangible assets as identifiable non-monetary assets without physical substance. These assets are defined as resources and, therefore, can be recorded in financial statements in the event that, apart from fulfilling the requirement of identifiability, they are controlled by a company as a result of past events, and they are likely to generate future economic benefits for the latter.

The condition of identifiability is satisfied if the intangible asset:

- is separable, that is to say it is capable of being separated, unbundled from the entity in question and sold, transferred, licensed, leased or exchanged, either individually or jointly with the related contract, asset or liability; or
- arises from a contractual or other legal right, regardless of whether these rights are transferable or separable from the company, or from other rights and obligations.

The company controls an asset if it has the ability to take advantage of the future economic benefits arising from said resource and can also limit third parties' access to these benefits. This ability usually arises from the existence of exclusive legal rights, but is not limited to the existence thereof, since the company might be able to control future economic benefits in some other way.

A further condition is the asset's capacity to generate future economic benefits, which can either be revenues, cost reductions, or benefits accruing from the direct use thereof in the company's business activities. The asset is recorded, therefore, when there is a likelihood of future economic benefits accruing thereto, which are measured by using reasonable and sustainable assumptions representing management's best estimate of the economic conditions that will exist during its useful life. This assessment is carried out on the date on which said asset is acquired.

The Intangible Assets recorded in the Financial Statements mainly consist of long - term rights to player's services (hereinafter also called "RPSs") which have been booked under cost, starting from the date on which the related agreements were signed (this cost includes any ancillary charges and may have been discounted to take account of payments that have been deferred over several years).

In the event that a contract purchasing a long - term rights to player's services envisages the deferred payment of further compensation to the football club from which said football player has come and the

payment is subject to conditions, such as the team qualifying for the UEFA Champions League, the subsequent cost is recorded as an increase in the initial cost only when such condition has been fulfilled. This cost increase arises from the consideration that the fulfillment of the condition provided for under the contract (i.e. the team's qualification to the UEFA Champions League) leads to the intangible asset's value increasing and, therefore, to a likely increase in the future economic benefits accruing thereto.

Professional fees for services rendered to the Company by authorized third parties in connection with the acquisition of long - term rights to player's services are capitalized in the accounts as an ancillary charge only in the absence of conditions precedent (for example, a football player continuing to be registered with the Company). If, on the other hand, these fees are subject to a condition precedent, they are booked under the Profit and Loss Account upon such condition being fulfilled.

Long - term rights to player's services are depreciated on a straight-line basis according to the term fixed in the agreements executed between the company and individual professional footballers dealing with the economic conditions of such relationship. The originally defined amortization plan is extended if there is an early renewal of the said agreement, so as to consider the outstanding useful life.

long - term rights to player's services are booked on the date on which the company acquires de facto control over the asset and are written off if this control is actually acquired by third parties. In other words, the possibility of an exclusive entitlement to reap the future economic benefits accruing to such asset becomes relevant.

The Company determines, in particular, the date of disposal, and therefore the date on which the long - term rights to player's services are written off, when:

- the company has transferred significant risks, as well as the benefits associated with ownership thereof
- the company stops having the usual continuous level of involvement that is associated with ownership, as well as effective control over the assets in question;
- the amount of the transfer fees can be reliably measured;
- it is likely that the economic benefits of the disposal will tide over to the transferor club;
- the costs incurred, or to be incurred, in connection with the transaction can be reliably measured.

Payables and receivables respectively generated by the purchase and sale of long term rights to player's services are booked according to the footballer's former club or which they are joining. More specifically, if the footballer's former club is a member of a foreign football association, the related fee consists in payables towards or receivables from football clubs. If, on the other hand, the club belongs to the Serie A League, the part of the fee to be paid by the end of the financial year is recorded, at the beginning of the said financial year, in the Serie A League Transfers account, whereas any surplus due after the end of the said year constitutes a payable towards or receivable from a football club that is intended, in turn, to be included, in the following seasons, in the aforementioned Serie A League Transfers account.

Other intangible assets are recorded according to the cost criterion, which includes any ancillary charges that are directly attributable to the company and are systematically depreciated on a straight-line basis with reference to their useful life, understood as being an estimate of the period in which the assets will be used by the company.

When the indicators point to a loss in the value of long - term rights to player's services (for example, particularly significant injuries or illness or capital losses arising from disposals or terminations of contracts after the end of the financial year in question) and of Other Intangible Assets, said rights are evaluated with a view to assessing their recoverable value. In the event that the impairment test shows that there has been a permanent loss of value, the asset is written down.

Property, Plant and Equipment

The IAS 16 Accounting Standard (*Property, Plant and Equipment*) states that Property, Plant and Equipment consist of goods that are held for use in the production or supply of goods or services, or for administrative purposes and are, therefore, neither held for sale nor for real estate investment purposes. Therefore, this item includes:

- costs paid in advance or suspended over multiple financial years the allotment of which is set to contribute to the business income and statement of financial position over several consecutive financial years;
- tangible assets and advance payments made to suppliers against purchasing said tangible assets with a multi-year economic utility.

Property, Plant and Equipment are recorded as assets when:

- it is probable that future economic benefits associated with the asset will accrue to the undertaking; and
- the cost of the asset can be measured reliably.

The requirement as to the certainty of enjoying the future economic benefits accruing to an asset is usually linked to all of the risks and benefits associated with the asset that is being transferred.

Property, Plant and Equipment are initially measured at cost, which includes, in addition to the purchase price or production cost, ancillary charges that are directly attributable thereto or that are necessary to make the assets ready for the use for which they were purchased.

After the initial recognition, the evaluation can be carried out according to the cost model or the revaluation model chosen by the company, applying the chosen policy to an entire class of Property, Plant and Equipment. Under the cost model, the item is carried at its cost, less any accumulated depreciation and any impairment losses.

Under the revaluation model, an item, the fair value of which can be measured reliably is carried at a revalued amount, which is its fair value at the date of the revaluation less any subsequent accumulated depreciation and subsequent impairment losses.

The company adopts the cost method and, therefore, the value of an asset recorded at cost in the financial statements is adjusted in light of the systematic depreciation thereof from the date it is available and ready for use, based on its useful life. Systematic depreciation is defined in the amortization plan on the basis of following items:

- value to be depreciated;
- duration of the depreciation;
- criteria for distributing the value to be depreciated.

The following rates apply to the estimated useful life of the following categories of assets:

Generic plants	10%
Technical equipment	15.5%
Electronic equipment	20%
Office furniture and equipment	12%
Heavy duty vehicles	20%
Motor vehicles	25%

The residual value and useful life of tangible assets are reviewed annually and updated, where necessary, at the end of each financial year. The book value of an asset is kept in the financial statements to the extent that there is evidence that this value can be recovered through the use thereof. In determining the possibility that accounting values higher than the value that can be recovered exist, each significant element of the fixed asset is evaluated separately, based on its useful life. Several items, the estimated useful life of which is similar, can, however, be grouped together.

Costs connected with extending, modernizing or improving structural elements can be capitalized solely to the extent that they meet the requirements for being classified separately as an asset, or part of another asset.

Costs incurred in conducting ordinary maintenance and repairs, and in maintaining the assets efficient so as to guarantee the useful life thereof and the originally envisaged production capacity are recorded as costs in the financial year in which they are incurred.

Leased assets

Assets that are held under financial leasing agreements, whereby the risks and benefits associated with title thereto are substantially transferred to the Company, are valued in compliance with IAS Accounting Standard 17. There are also commercial leases, in which the lessor substantially keeps the risks and benefits associated with ownership of said assets. The costs associated with operating leases are recorded in the Profit and Loss Account throughout the term of the contract.

Financial assets

Financial assets are recorded as Current and Non-Current Assets, depending on their maturity date and forecasts regarding the timeframe within which they will be converted into monetary assets, and can refer to loans, receivables, securities (held with the intention of keeping them in the portfolio to maturity), as well as to all those financial assets for which no quotation is available in an active market and whose fair value cannot be reliably determined.

For evaluation purposes, financial assets are split up into the following categories:

- financial assets appraised at the fair value that are recorded in the Profit and Loss Account;
- receivables and loans;
- financial assets to be held to maturity;
- financial assets available for sale.

The classification of the individual financial assets among the above categories is made at the time of their initial accounting entry. The directors then assess, at each financial statement date, the validity of the initial classification.

Financial assets measured at fair value through profit and loss accounts include assets held for trading, and financial assets designated, on purchase, by management to be measured at fair value through Profit and Loss Accounts.

Receivables and loans consist of non-derivative financial assets with fixed or determinable maturity dates, which are not traded on active markets and are classified as Current Assets, except for those financial assets falling due twelve months after the financial statements date, which are classified as Non-Current Assets.

Financial assets to be held to maturity consist of non-derivative financial investments that the company intends to hold to maturity (and it is capable of doing so). Their classification as current or non-current assets depends on whether it is predicted that they will be sold within twelve months of the financial statements date or after such twelve-month term.

Financial assets available for sale are a residual category consisting of non-derivative financial instruments, or instruments that are not attributable to any of the other categories of financial investments. These assets are posted as Non-Current Assets, unless they are expected to be sold within the next twelve months.

Financial assets, regardless of how they are classified, are appraised when they are initially entered in the accounts, at their fair value and, subsequently, at the depreciated cost, using the effective interest method.

After they have been initially recorded:

- financial assets appraised at their fair value in the Profit and Loss Account and available-for-sale financial assets are recorded at their fair value. The variations in the fair value are, in the former case, recorded in the Profit and Loss Account in the period in which they occur, whereas, in the latter case, they are recorded in a specific Capital and Reserves fund, which will be transferred to the Profit and

Loss Account when the financial asset is effectively sold or, in case of the value thereof decreasing, when it is clear that the suspended impairment recorded as Capital and Reserves cannot be recovered;

- receivables, loans, and financial assets to be held to maturity are posted in the accounts with the depreciated cost method, using the effective rate of return method. Receivables that are - under the relevant contract - non-interest bearing and that fall due after a twelve-month term are discounted using market rates. If there is objective evidence of the value of financial assets being reduced, their value will be accordingly reduced and recorded at the discounted value of the flows that can be obtained in future, with the said impairments being recorded in the Profit and Loss Account. The value of the previously reduced assets is reinstated if there are no longer the causes that led to the write-down.

Investments

Investments are recorded depending on whether they refer to:

- Subsidiaries, on which control is exercised in accordance with IAS 27;
- Associates and joint ventures, identified under IAS 28, namely those over which significant influence is exercised (which is presumed when at least 20% of the votes can be exercised at the ordinary shareholders' meeting) and which are neither subsidiaries nor joint ventures;
- Holdings;
- Other companies, which do not meet the requirements of companies that are controlled or undergo significant influence and that are not intended for sale.

Investments in associates and joint ventures are posted in the accounts by using the Capital and Reserves method.

Other investments are valued at their fair value or, if this cannot be measured reliably, they are valued at cost and adjusted, if necessary, to take into account the impairment value.

If an impairment of the Investments' value is ascertained when drafting the financial statements, the book value thereof is impaired to align it with its recoverable value, unless the loss has already been taken into account in the purchase price calculation.

FIGC Accounting recommendations

As is well known, the Company is required to adopt the IAS/IFRS accounting standards and apply the Accounting Recommendations issued by Consob, even though the Italian Football Association (FIGC) issued its own Accounting Recommendations on 24 December 2008, which must be followed by football clubs when posting accounts and drafting their financial statements and interim accounting statements.

Trade receivables and other receivables

Trade Receivables and Other Receivables, which are posted as Current or Non-Current Assets, are initially posted in the accounts at their fair value and are subsequently appraised at their fair value, or at the depreciated cost thereof, which is based on the actual interest rate. If there is objective evidence of their value being impaired, the asset's value will be accordingly reduced and recorded at the current value of the flows expected therefrom.

More specifically, provisions for the impairment of trade receivables or other receivables are made when there is objective evidence that the Company will not be able to collect the full amount of the receivable claimed. The sum for which provision is made amounts to the difference between the book value of the receivable and the current value of the expected cash flows calculated at the actual interest rate.

Inventories

Inventories posted as Current Assets are appraised at whichever is the lower between the cost and the net disposal value thereof, in accordance with the IAS 2 Accounting Standard, so as to record any impairments (caused by damage, deterioration, obsolescence) as losses in the year in which they are expected to occur, and not in the year in which they will occur after having been sold.

The cost of inventories, calculated by using the weighted average method, includes all the costs of acquisition and the other costs incurred in bringing them to the location in which they are to be sold and making them suitable for such sale.

Cash at bank and in hand and cash equivalents

Cash at bank and in hand and cash equivalents, which consist of actually existing funds and which are recorded as Current assets in the balance sheet, consist of:

- cash;
- instruments that can be assimilated thereto;
- existing bank cheques and bankers' draft held by the main cashier;
- deposits with banks and credit institutions in general, available for current transactions;
- postal accounts;

Provisions for risks and charges

Provisions for risks and charges are recorded when losses occur and charges of a specific nature that certainly or probably exist are incurred, whose amount and/or date of occurrence cannot, however, be determined at the end of the financial year. Provisions are posted for accounting purposes in accordance with IAS 37, when:

- the company is bound by a current (legal or implied) obligation as a result of a past event;
- it is probable that economic resources will have to be to be used to satisfy this obligation;
- it is possible to reliably estimate the amount necessary to fulfil the said obligation.

The Provisions are made on the basis on the Directors' best estimates of the amounts needed to settle outstanding obligations at the reference date.

Severance indemnity provision

A.S. Roma Group uses only pension schemes that fall into the category of defined contribution plans. The only form of benefit that is provided to employees after the employment relationship has come to an end is the Employees' Severance Indemnity (TFR, as per Italian acronym) to which they are entitled under the law, namely Article 2120 of the Italian Civil Code.

In compliance with the IAS 19 Accounting Standard, this benefit is envisaged by the defined contribution plans, whereby the company undertakes to provide the agreed benefits to current and former employees, taking upon itself the actuarial risks connected with such plan (i.e. that the benefits are lower than those predicted), as well as the investment risks connected therewith (i.e. that the assets that have been invested are not enough to provide the benefits predicted). Therefore, the cost of this plan is not defined on the basis of the contributions due for the year, but is determined on the basis of demographic assumptions, statistics and salary trend forecasts.

In accordance with the provisions of IAS 19, the amount of the liability for future benefits recorded in the Balance Sheet is the current value of the obligation at the Consolidated Financial Statements' closing date, which is increased by any net actuarial profits that have accrued thereto after the following have been deducted: (i) any social security costs that have been incurred in connection with past services that have not yet been recorded; (ii) the fair value, as of the Consolidated Financial Statements' reference date, of the assets (if any) that will be used for the purpose of directly discharging the obligations envisaged under the plan.

Employees' Severance Indemnities are determined by applying the actuarial method. The rights accrued by the said employees during the financial year in question are recorded in the Profit and Loss Account in the Labor Costs item, whereas the figurative financial charge that the company would incur if it borrowed an amount equal to the Employees' Severance Indemnity is recorded as a Financial Charge. Actuarial gains and losses, which reflect the effects of changes in the actuarial assumptions on which the Company has

based its calculations, are recorded in the Overall Profit and Loss Account, taking into account the residual average working life of employees.

For some categories of professional sportsmen and corporate executives, only the liabilities for the accrued Employees' Severance Indemnities still held by the company are recorded, for the purposes of IAS 19, since the Severance Indemnities accruing after the enactment of the Italian Budget Law No. 296 of 27 December 2006 have been conferred, in whole or in part, to a separate entity (Managers' Social Security Fund - Previndai). As a result of these payments, with reference to the said amounts that have been conferred, the company will no longer have obligations in connection with the work performed in the future by the employees in question (*Defined contribution plan*).

Financial liabilities

Financial liabilities are initially recorded at their fair value and, subsequently, valued at the depreciated cost thereof. The balance between the amount collected and the total balance of the repayments is recorded in the Profit and Loss Account, based on the how long the loan lasts.

These liabilities are classified as Current Liabilities, unless the Company is entitled to repay them beyond the next twelve months. In this case, the only portion of the payable falling due within twelve months is classified as a Current liability, whereas the remainder will be recorded as non-current liabilities.

A financial liability, or a part thereof, is written off from the balance sheet when, and only when, this liability has been discharged, that is to say when the obligation has been fulfilled, or has been written off, or has become time barred. An exchange between debtors and creditors of debt instruments with substantially different conditions will be recorded as a discharge of the original financial liability and a new financial liability will be recorded. Similarly, a substantial change in the conditions of an existing financial liability, or a part thereof, will be recorded as a discharge of the original liability and a new financial liability will be recorded.

The balance between the carrying amount of a financial liability, or a part thereof, which has been discharged or transferred to a third party, and the consideration paid therefor, including any non-monetary assets transferred or liabilities undertaken, will be recorded in the Profit and Loss Account.

Current and deferred taxes

Current taxes are calculated based on the estimated taxable income for the financial year in question, and the current tax rates are accordingly applied.

Deferred taxes are calculated on all the assets and liabilities' temporary balances (i.e. the difference between the value thereof calculated for tax purposes and book value thereof recorded in the Consolidated Financial Statements).

Deferred taxes are calculated using the rates that are reasonably expected to be applied when the deferred tax assets are converted into cash or the liabilities are paid.

More specifically, deferred tax assets are posted in the accounts to the extent that it is forecasted that there will in all likelihood be future taxable income sufficient to offset the temporary balances when they are being written off.

Revenues and costs

Revenues (recorded net of any returned goods, discounts, allowances and premiums) and Costs are recorded in the Consolidated Profit and Loss Account on an accrual basis. More specifically, Revenues generated from matchday for ticketing and season tickets, and Proceeds generated from the licensing of broadcasting rights for the Serie A Championship home matches are recorded on the actual date in which the matches take place.

Capital gains and losses from the final disposal of long - term rights to player's services are recorded in the Profit and Loss Account on the date of signing the agreements and are classified in the line that includes proceeds generated and charges incurred in managing long term rights to player's services.

Bonuses received and paid in connection with the achievement of sporting results are posted in the Profit and Loss Account on the date on which the sporting event that leads to the recognition thereof takes place and are paid or received based on the underlying contracts or agreements.

Functional and presentation currency

The Euro is the functional and presentation currency of the Group's companies. The figures shown in the accounting statements and in the explanatory notes are indicated in thousands of EUR.

Payments and balances in foreign currency

Payments in foreign currencies are converted at the exchange rate applied on the date of payment.

Exchange rate gains and losses arising from such payments and from the conversion of monetary assets and liabilities in foreign currency at the exchange rates applied at the end of the period are posted in the Profit and Loss Account.

The balances arising from the conversion of non-monetary assets or liabilities are posted in the Capital and Reserves or the Profit and Loss Account depending on whether the profits or losses connected with the evaluation of these items are posted directly in the Capital and Reserves or the Profit and Loss Account.

ACCOUNTING STANDARDS, AMENDMENTS AND INTERPRETATIONS RECENTLY ISSUED BY THE IASB

Accounting standards, amendments and interpretations applicable from 1 July 2016

- Commission Regulation (EU) 2015/2113 of 23 November 2015, published in the Official Journal L 306 of 24 November, adopts the Amendments to IAS 16 *Property, plant and equipment* and IAS 41 *Agriculture - Agriculture: bearer plants*. The IASB has decided that plants that are used exclusively for the cultivation of agricultural products during several financial years, known as bearer plants, should be subject to the same accounting treatment as property, plant and equipment under IAS 16, as their «operation» is similar to that of manufacturing. These changes have had no effect on the assessment of the related accounting entries and on the disclosures provided in this Consolidated Report.

- Commission Regulation (EU) 2015/2173 of 24 November 2015, published in the Official Journal L 307 of 25 November, adopts the Amendments to IFRS 11 *Accounting for Acquisition of an interest in a joint operation*. The amendments provide new guidance on the accounting treatment of an acquisition of an interest in a joint operation in which the activity of the joint operation constitutes a business. These changes have had no effect on the assessment of the related accounting entries and on the disclosures provided in this Consolidated Report.

- Commission Regulation (EU) 2015/2231 of 2 December 2015, published in the Official Journal L 317 of 3 December, adopts the Amendments to IAS 16 *Property, Plant and Equipment* and to IAS 38 *Intangible Assets: Clarification of Acceptable Methods of Depreciation*. These changes have had no effect on the assessment of the related accounting entries and on the disclosures provided in this Consolidated Report.

- Commission Regulation (EU) 2015/2343 of 15 December 2015, published in the Official Journal L 330 of 16 December, adopts the annual improvements to the IFRS 2012-2014 cycle in the framework of its regular improvement process which aims at streamlining and clarifying the standards. They relate largely to clarifications, and therefore their adoption has had no significant effect on this Consolidated Report.

- Commission Regulation (EU) 2015/2406 of 18 December 2015, published in the Official Journal L 333 of 19 December, adopts the Amendments to IAS 1 *Presentation of the financial statements: Disclosure initiative*. The amendments aim to improve the effectiveness of disclosure and encourage companies to apply professional judgement in determining what information to disclose in their financial statements when applying IAS 1. These changes have had no significant effect on the disclosures provided in this Consolidated Report.

- Commission Regulation (EU) 2015/2441 of 18 December 2015, published in the Official Journal L 336 of 23 December, adopts the Amendments to IAS 27 *Separate Financial Statements: Equity method in separate financial statements*. The amendments are intended to allow entities to apply the equity method

to account for investments in subsidiaries, joint ventures and associates in their separate financial statements. These changes have had no effect on the assessment of the related accounting entries and on the disclosures provided in this Consolidated Report.

- Commission Regulation (EU) 2016/1703 of 22 September 2016, published in the Official Journal L 257 of 23 September 2016, adopts the document "Investment entities: applying the consolidation exception", which amends IFRS 10 *Consolidated Financial Statements*, IFRS 12 *Disclosure of Interests in Other Entities* and IAS 28 *Investments in Associates and Joint Ventures*. The amendments aim to clarify the requirements when accounting for investment entities and provide relief in particular circumstances. These changes have had no effect on the assessment of the related accounting entries and on the disclosures provided in this Consolidated Report.

Accounting standards, amendments and interpretations not yet applicable and not adopted in advance by A.S. Roma.

- Commission Regulation (EU) 2016/1905 of 22 September 2016, published in the Official Journal L 295 of 29 October 2016, adopted IFRS 15 *Revenues from contracts with customers*, which aims to improve the financial reporting of revenue and, therefore, overall the comparability of revenues in financial statements. The companies apply the standard, at the latest, from the initial date of their first financial year starting on or after 1 January 2018. The Company does not foresee any significant impact on its financial statements as a result of the application of the new standard. A more detailed analysis will be conducted in the future to determine the possible effects thereof.

- Commission Regulation (EU) 2016/2067 of 22 November 2016, published in the Official Journal L 323 of 29 November 2016, adopted IFRS 9 *Financial instruments*, which aims to improve financial reporting on financial instruments by addressing the issues arising therefrom during the financial crisis. More specifically, IFRS 9 responds to the G20's invitation to make the transition to a more forward-looking model for the recognition of expected losses on financial assets. The companies apply the standard, at the latest, from the initial date of their first financial year starting on or after 1 January 2018. The Company is currently assessing the effects arising from the application of the new IFRS 15.

Accounting Standards, amendments and interpretations that are still not applicable, insofar as they have yet to be approved.

- IFRS 14 - Regulatory Deferral Accounts.
- IFRS 16 - Leases
- Clarifications to IFRS 15
- Amendments to IFRS 10 and IAS 28 - Sale or Contribution of Assets between an Investor and its Associate or Joint Venture
- Amendments to IAS 12 – Recognition of Deferred Tax Assets on Unrealized Losses
- Amendment to IAS 7 – Disclosure initiative
- Amendment to IFRS 2 – Classification and Measurement of Share based payment transactions
- Amendments to IFRS 4 – Applying IFRS 9 Financial Instruments with IFRS 4 Insurance Contracts .

RELATIONS WITH RELATED ENTITIES

Transactions were entered into with related entities during the management operations, as set out in the Management Report, to which reference is made. The terms and conditions of these transactions were agreed at arm's length. The supplementary tables show the formats of the Consolidated Balance Sheet and Profit and Loss Account, which highlight the significant amounts agreed in the transactions entered into with related parties.

INFORMATION ON THE TREND IN TRANSACTIONS BY BUSINESS SECTOR AND GEOGRAPHICAL AREA

The primary business segment in which the Group is involved consists in the national and international football competitions in which its Parent Company A.S. Roma takes part. As a result thereof, the economic and financial components of the consolidated Financial Statements are essentially attributable to this type of activity. Furthermore, the most significant part of the Group's activity is carried out in Italy.

The subsidiary Soccer SAS is responsible for conducting complementary and ancillary activities, such as Merchandising, Advertising activities, Licensing and Publishing, and since February of the 2014-2015 financial year, it has conducted media activities, which have been licensed to it by Media Co.

This data, which has been broken down by business segment and by geographical area, has been submitted, in compliance with IFRS 8, in accordance with the same accounting principles adopted while drafting and submitting the consolidated Financial Statements. The primary reporting format refers to the business segments in which the group operates.

For management purposes, the Group is organized in Italy in two main operational areas: The Sports Division and the Commercial Division. Starting from January 2007, the Commercial Division (marketing, licensing, editorial, advertising, sponsorship) has been conferred on Soccer Sas, which was incorporated just for such purpose and which is 99.98% owned by A.S. Roma. The commercial activities were reorganized in the 2014-2015 financial year when a new company called ASR Media and Sponsorship S.r.l. was created, to which all the commercial activities were conferred with the exception of the AS Roma sports core business, the management of which was subsequently delegated to the subsidiary Soccer SAS. Therefore, in addition to the information set out therein, data broken down by business segment is set out in the following table:

Consolidated Financial Statements as at 30 June 2017	Sports	Commercial	Total
Revenues from matches	35,252	-	35,252
Other proceeds from sales	0	8,056	8,056
Sponsorships	0	5,397	5,397
Television and image rights	98,408	7,165	105,573
Advertising proceeds	0	10,831	10,831
Other proceeds	9,676	215	9,891
Total revenues for the financial year	**143,336**	**31,664**	**175,000**
Purchase of consumables	(3,192)	(3,957)	(7,149)
Change in Inventories	-	336	336
Service charges	(31,467)	(10,997)	(42,464)
Hire and lease costs	(8,058)	(1,735)	(9,793)
Personnel costs	(138,828)	(6,198)	(145,026)
Other management charges	(5,497)	(214)	(5,711)
Total Operating Costs for the financial year before depreciation, amortization and other write-downs	**(187,042)**	**(22,765)**	**(209,807)**
Net result on players activity	79,076	-	79,076
Earnings before interest, tax, depreciation and amortization (EBITDA)	**35,370**	**8,899**	**44,269**
Depreciation, amortization and other write-downs	(56,817)	(2,238)	(59,055)
Earnings Before Interest and Taxes (EBIT)	**(21,447)**	**6,661**	**(14,786)**

For the purposes of comparison, the corresponding values recorded in the previous year are set out below:

Consolidated Financial Statements as at 30 June 2018	Sports	Commercial	Total
Revenues from matches	52,138	0	52,138
Other proceeds from sales	0	5,405	5,405
Sponsorships	0	5,064	5,064
Television and image rights	126,386	7,073	133,459
Advertising proceeds	0	10,633	10,633
Other proceeds	12,522	208	12,730
Total revenues for the financial year	**191,046**	**28,383**	**219,429**
Purchase of consumables	(2,928)	(1,758)	(4,686)
Change in Inventories	0	(663)	(663)
Service charges	(32,383)	(11,356)	(43,739)
Hire and lease costs	(7,530)	(772)	(8,302)
Personnel costs	(150,660)	(4,325)	(154,985)
Other management charges	(3,761)	(1,172)	(4,933)
Total Operating Costs for the financial year before depreciation, amortization and other write-downs	**(197,262)**	**(20,046)**	**(217,308)**
Net result on player activity	64,167	0	64,167
Earnings before interest, tax, depreciation and amortization (EBITDA)	**57,951**	**8,337**	**66,288**
Depreciation, amortization and other write-downs	(53,200)	(1,541)	(54,741)
Earnings Before Interest and Taxes (EBIT)	**4,751**	**6,796**	**11,547**

MAIN SOURCES OF UNCERTAINTY IN MAKING BUDGET FORECASTS

The drafting of the Financial Statements requires Management to make estimates and assumptions that have an effect on the values of the assets and liabilities and on the report relating to potential assets and liabilities at the reference date. The estimates and assumptions used are based on experience and on other factors considered relevant. The actual results may differ from these estimates. The estimates and assumptions are reviewed periodically, and the effects of each change are immediately reflected in the Profit and Loss Account, in the year in which the estimate is adjusted. The most significant lines of the financial statements that require a greater degree of subjectivity are long - term rights to player's services, Provisions for tax-related risks and Provisions for risks and charges.

FINANCIAL RISK MANAGEMENT

These Consolidated Financial Statements have been drafted in compliance with the provisions of IFRS 7, which requires additional information about the significance of financial instruments in terms of performance, financial indebtedness, level of exposure to risk arising from the use of the said financial instruments, as well as a description of the objectives, policies and the accounting procedures implemented by the management in order to manage these risks.

The main risks connected with the ordinary performance of the A.S. Roma Group's operations can be summarized as follows:

- ***Credit risk***

  The Company does not have a significant concentration of credit risk and has adopted appropriate procedures to minimize exposure to this risk. More specifically, the receivables from Italian football clubs are secured by guarantees, as required by the current football association regulations governing transfer campaigns so as to ensure that the clearing house provided by the Italian Football League functions properly. The Receivables from foreign football clubs are usually secured by bank guarantees that in any case are due from companies belonging to the European football associations affiliated to UEFA or non-European football associations affiliated to FIFA and, therefore, subject to the regulations issued by such international bodies that ensure property rights connected with their participation in international competitions are protected.

  Receivables from proceeds generated by the licensing of audio-visual rights that have been marketed in a centralized manner by the Italian Football League starting from the 2010-2011 financial year are not secured by guarantees. However, in light of the high standing of the Issuers in question, significant insolvency risks are not foreseen. The remaining unsecured receivables, which are an insignificant part of the overall pool of Receivables, are monitored by the Company, which assesses the risks of collection by also specifically making provision for bad debts.

- ***Interest rate risk***

  There are no interest rate risks for the medium/long-term loans disbursed under the loan agreement signed with Goldman Sachs International and Unicredit S.p.A., as last amended on 22 June 2017, since they are substantially regulated at a fixed rate (which are variable but have a minimum pre-established value). We do not believe that there are interest rate risks (even though such interest rates are variable) for other financial instruments, which mainly consist of credit lines opened on current bank accounts and factoring advances, since there is a limited timeframe within which to repay them and the interest rates are stable. Therefore, there is no need to present a sensitivity analysis on the effects that could be generated on the Profit and Loss Account and on the Capital and Reserves account by an unexpected and unfavorable change in interest rates.

- ***Exchange rate risk***

  The Group carries out almost all the acquisitions and disposals in EUR. Therefore, it is not subjected to significant exchange rate fluctuation risks.

- ***Derivative financial instruments risk***

In the year under review and in previous years, the Group did not subscribe any hedging or trading derivative financial instruments.

- ***Liquidity risk***

The liquidity risk is the risk that the available financial resources might not be sufficient to cover maturing obligations. The Group manages the liquidity risk by trying to maintain a constant balance between sources of funding generated from current operations and from the use of financial resources provided by credit institutions and from the use of the available cash, fulfilling the objectives set by its economic-financial budget. Cash flows, financial needs and liquidity are constantly monitored, with a view to ensuring that resources are managed in an effective and efficient manner. To comply with its obligations, in the event that the cash flows generated from ordinary management are not sufficient, or in the event of a temporal discrepancy between them, due to the collection of receivables at predetermined times during the financial year compared with the requirements which are for the most part distributed homogeneously throughout the year, the Group has the possibility to implement operations aimed at finding financial resources, through, for example, the disposal of assets and further recourse to the financial market.

- ***Risk associated with contractual covenants***

The loan agreement signed on 12 February 2015 between, *inter alia*, (i) Goldman Sachs International and Unicredit S.p.A., as "*Mandated Lead Arranger and Bookrunner*", (ii) ASR Media and Sponsorship S.r.l., as borrower, (iii) AS Roma S.p.A., for undertaking commitments and obligations and for recognizing the provisions of the agreement, (iv) Soccer S.a.s. di Brand Management S.r.l. (hereinafter, "Soccer"), for undertaking commitments and obligations and for recognizing the provisions of the agreement, (v) UniCredit Bank AG - Milan Branch as "*Agent and Security Agent*" (hereinafter, the "Loan Agreement"), provides for a commitment to comply with certain parameters aimed at measuring the Company's financial capacity to repay the loan, which must be complied with in each financial quarter of each year of the Agreement starting from 30 June 2015. On 30 June 2017, the abovementioned contractual covenants have been complied with for all the quarters under review.

The above loan agreement also provides for the undertaking of commitments and obligations for the Group companies, which to date have always been complied with.

ANALYSIS OF BALANCE SHEET ITEMS

ASSETS

A) NON-CURRENT ASSETS

Non-current activities amounting to EUR 260,376 thousand (EUR 231.982 thousand as at 30 June 2016) recorded a net increase of EUR 28,393 thousand in the financial year in question, mainly due to the trend in receivables from football clubs, for accounting, on 30 June 2017, of the effects due to the transfer of long - term rights to player's services at the end of the financial year.

1. INTANGIBLE ASSETS WITH A FINITE USEFUL LIFE

Intangible assets with a finite useful life amounting to EUR 213,222 thousand (213,095 thousand as at 30 June 2016) recorded a net increase of EUR 127 thousand in the financial year in question, mainly due to investments in long - term rights to player's services completed during the said financial year.

(Amounts in thousands of EUR)	30.06.16	Increases	Decreases	Depreciation	30.06.2017
Long - term rights to player's services	192,592	91,316	(41,527)	(53,444)	188,937
Other intangible assets	18,703	5,050	-	(1,192)	22,561
Fixed assets under development	1,800	139	(215)	-	1,724
Total	**213,095**	**96,505**	**(41,742)**	**(54,636)**	**213,222**

Long - term rights to player's services ("RPSs")

Long - term rights to player's services amounting to EUR 188,937 thousand (EUR 192,592 thousand as at 30 June 2016), net of depreciation and adjustments made in accordance with international accounting standards (IAS), recorded a net decrease of EUR 3,655 thousand during the said financial year, as a result of:

1. increases in investments in RPSs amounting to EUR 91,316 thousand (EUR 125,900 thousand as at 30 June 2016);

2. impairments due to transfers of RPSs (net of the related accumulated depreciation) totaling EUR 40,025 thousand (EUR 21,537 thousand as at 30 June 2016). This value includes the write-downs of RPSs following the consensual termination of the related contracts or the definitive assignment of the said RPSs (which took place immediately after the end of the said financial year) for the net book value of the performance rights for the football player Casasola, Flueras, Frascatore, Golubovic and Pop Ionut (Di Mariano, Pettinari and Torosidis, in the previous financial year);

3. other impairments amounting to EUR 1,502 thousand related to adjustments carried out, in compliance with the IAS international accounting standards, to adjust the value of the RPSs with contractually provided payments beyond 12 months;

4. amortizations amounting to EUR 53,827 thousand (EUR 46,480 thousand as at 30 June 2016), taking into account the adjustments made thereto.

Football player	Historical Cost 30.06.16	Increases for acquisitions	Decreases for transfers and terminations	Historical cost 30.06.17	Contract expiry	Contract outstanding years	Depreciation Funds 30.06.16	Decreases for transfers and terminations	Depreciation as at 30.06.17	Total depreciation 30.06.17	Net Book Value
ALISSON	8,300	0	0	8,300	2021	4	0	0	(1,660)	(1,660)	6,640
ANOCIC	320	80	0	400	2020	3	(207)	0	(59)	(266)	134
ANTONUCCI	150	0	0	150	2018	1	(26)	0	(62)	(88)	62
BALASA	950	0	(950)	0	2018	1	(280)	471	(191)	0	0
BORG	250	0	0	250	2018	1	(80)	0	(85)	(165)	85
CALABRESI		200	0	200	2020	3	0	0	0	0	200
CAPRADOSSI	60	100	0	160	2020	3	(10)	0	(13)	(23)	137
CARGNELUTTI		25	0	25	2021	4	0	0	0	0	25
CASASOLA	0	125	(36)	89	2018	1	0	0	(59)	(59)	30
CASTAN	5,250	0	0	5,250	2020	3	(3,478)	0	(443)	(3,921)	1,329
COLY SIDY KEBA	0	68	0	68	2021	4	0	0	(12)	(12)	56
CRESCENZI	175	0	(175)	0	2018	1	(165)	165	0	0	0
DI MARIANO	291	0	(291)	0	2017	-	(291)	291	0	0	0
DIALLO BA	60	0	0	60	2018	1	(11)	0	(25)	(36)	24
DICOMBO	300	0	0	300	2019	2	(96)	0	(68)	(164)	136
DOUMBIA	16,713	0	(825)	15,888	2019	2	(5,280)	266	(3,625)	(8,639)	7,249
DZEKO	17,895	3,158	0	21,053	2020	3	(3,085)	0	(4,075)	(7,160)	13,893
EL SHARAAWY	13,000	0	0	13,000	2020	3	0	0	(3,250)	(3,250)	9,750
EMERSON	0	2,192	0	2,192	2021	4	0	0	(273)	(273)	1,919
FALASCO	200	0	0	200	2020	3	(19)	0	(45)	(64)	136
FALQUE SILVA	7,860	0	(7,860)	0	2020	3	(1,388)	2,221	(833)	0	0
FAZIO		3,200	0	3,200	2019	2	0	0	0	0	3,200
FLORENZI	2,500	0	0	2,500	2019	2	(1,750)	0	(250)	(2,000)	500
FLUERAS	105	0	(37)	68	2018	1	(31)	0	(37)	(68)	0
FRASCATORE	250	0	(10)	240	2018	1	(231)	0	(9)	(240)	0
GERSON	18,900	1,200	0	20,100	2021	4	0	0	(3,835)	(3,835)	16,265
GOLUBOVIC	1,060	0	(234)	826	2018	1	(591)	0	(235)	(826)	0
GONALONS		8,200	0	8,200	2021	4	0		0	0	8,200
GYOMBER	1,500	0	0	1,500	2019	2	0	0	(500)	(500)	1,000
HMAIDAT	3,150	0	0	3,150	2020	3	(293)	0	(714)	(1,007)	2,143
ITURBE	24,100	0	0	24,100	2019	2	(9,506)	0	(4,865)	(14,371)	9,729
JUAN JESUS		8,847	0	8,847	2021	4	0	0	(820)	(820)	8,027
KARSDORP		16,000	0	16,000	2022	5	0	0	0	0	16,000
LJAJIC	14,450	0	(14,450)	0	2017	-	(10,538)	10,742	(204)	0	0
LOBONT	920	0	0	920	2018	1	(920)	0	0	(920)	0
MANOLAS	15,000	0	0	15,000	2019	2	(5,429)	0	(3,191)	(8,620)	6,380
MENDEZ	1,800	0	0	1,800	2019	2	(591)	0	(403)	(994)	806
MORENO		6,700	0	6,700	2021	4	0	0	0	0	6,700
NAINGGOLAN	13,300	0	0	13,300	2021	4	(4,290)	0	(1,802)	(6,092)	7,208
NANI		298	0	298	2020	3	0	0	(36)	(36)	262
NURA	2,500	0	0	2,500	2020	3	0	0	(625)	(625)	1,875
OMBIOGNO		140	0	140	2020	3	0	0	(18)	(18)	122
OMIC	85	0	0	85	2018	1	(25)	0	(30)	(55)	30
PAREDES	7,517	0	(7,517)	0	2019	2	(2,035)	3,753	(1,718)	0	0
PELLEGRINI LORENZO		13,165	0	13,165	2022	5	0	0	0	0	13,165
PELLEGRINI LUCA	100	0	0	100	2018	1	(29)	0	(35)	(64)	36
PERES		13,219	0	13,219	2021	4	0	0	(1,224)	(1,224)	11,995
PEROTTI	10,500	800	0	11,300	2019	2	(1,265)	0	(3,109)	(4,374)	6,926
PETTINARI	666	0	(666)	0	2017	-	(666)	666	0	0	0
PISCITELLA	3,000	0	0	3,000	2018	1	(1,828)	0	(586)	(2,414)	586
PONCE	7,029	0	0	7,029	2020	3	(1,211)	0	(1,454)	(2,665)	4,364
POP JONUT	65	0	(11)	54	2018	1	(43)	0	(11)	(54)	0
RADONJIC	4,140	0	0	4,140	2019	2	(1,352)	0	(929)	(2,281)	1,859
RICCARDI		60	0	60	2019	2	0	0	(6)	(6)	54
RICCI FEDERICO	350	0	(350)	0	2021	4	(42)	103	(61)	0	0
RICCI MATTEO		100	0	100	2019	2	0	0	0	0	100
RUDIGER	9,200	500	(9,700)	0	2020	3	0	2,282	(2,282)	0	0
SADIQ	2,500	0	0	2,500	2020	3	0	0	(625)	(625)	1,875
SALAH	21,656	3,075	(24,731)	0	2019	2	(5,003)	10,638	(5,635)	0	0
SANABRIA AYALA	6,226	0	(6,226)	0	2019	2	(2,443)	2,446	(3)	0	0
SECK	0	1,000	0	1,000	2021	4	0	0	(190)	(190)	810
SILVA DUARTE		6,924	0	6,924	2021	4	0	0	(484)	(484)	6,440
SKORUPSKY	1,140	340	0	1,480	2021	4	(661)	0	(162)	(823)	657
STROOTMAN	19,450	1,000	0	20,450	2022	5	(11,420)	0	(1,413)	(12,833)	7,617
SVEDKAUSKAS	310	0	0	310	2017	-	(248)	0	(62)	(310)	0
TOROSIDIS	966	0	(966)	0	2017	-	(966)	966	0	0	0
TUMMINELLO		600	0	600	2022	5	0	0	(15)	(15)	585
VAINQUER	579	0	0	579	2018	1	(171)	0	(204)	(375)	204
VERDE	200	0	0	200	2020	3	0	0	(67)	(67)	133
ZUKANOVIC	4,100	0	0	4,100	2019	2	(502)	0	(1,200)	(1,702)	2,398
TOTAL	**271,088**	**91,316**	**(75,035)**	**287,369**			**(78,496)**	**35,010**	**(53,827)**	**(97,313)**	**190,056**
ADJUSTMENT (IAS)	0	0	(1,502)	(1,502)			0	0	383	383	(1,119)
TOTAL	**271,088**	**91,316**	**(76,537)**	**285,867**			**(78,496)**	**35,010**	**(53,444)**	**(96,930)**	**188,937**

The item does not include the values of the performance rights of those footballers acquired as free agents or who come from the youth sector, whereas the book values of other long - term rights to

player's services are significantly lower than their actual market value. These unrecorded values lead, in fact, to the Company's Capital and Reserves being underestimated.

It should be noted that, since 2007, after the IAS/IFRS Standards were introduced, investments for creating sporting and asset value in the youth sector (i.e. "**Youth Team Costs**") are not capitalized.

It should also be noted that in the current and previous financial years, professional services rendered by sports intermediaries in connection with the acquisition of long term rights to player services were capitalized as ancillary charges directly attributed to the Company, which were not subjected to the condition of the said footballers continuing to be a Club member. The historical cost of these charges incurred in relation to footballers employed by the company as at 30 June 2017 amounted to EUR 22,548 thousand (EUR 17,631 thousand as at 30 June 2016), of which EUR 9,973 thousand (EUR 4,066 thousand as at 30 June 2016) were for increases recorded during the year. The net carrying amount of these charges as at 30 June 2017 amounted to EUR 15,136 thousand (EUR 10,491 thousand as at 30 June 2016).

Football player	Cost of purchase from football club	Ancillary charges, intermediaries' fee	Total historical cost	Provision for the depreciation of ancillary charges	Net carrying amount of ancillary charges
ALISSON	8,000	300	8,300	(60)	240
ANOCIC	150	250	400	(136)	114
ANTONUCCI	0	150	150	(88)	62
BORG	200	50	250	(33)	17
CAPRADOSSI	100	60	160	(22)	38
CASASOLA	75	50	125	(24)	26
CASTAN	5,000	250	5,250	(195)	55
COLY SIDY KEBA	0	68	68	(12)	56
DIALLO BA	0	60	60	(35)	25
DICOMBO	200	100	300	(55)	45
DOUMBIA	15,888	825	16,713	(451)	374
EMERSON	2,122	70	2,192	(9)	61
FALASCO	180	20	200	(6)	14
FLUERAS	75	30	105	(20)	10
GERSON	18,600	1,500	20,100	(285)	1,215
GOLUBOVIC	676	150	826	(150)	0
GONALONS	5,000	3,200	8,200		3,200
ITURBE	22,500	1,600	24,100	(957)	643
LOBONT	800	120	920	(120)	0
MENDEZ	1,500	300	1,800	(166)	134
MORENO	5,750	950	6,700		950
NAINGGOLAN	12,000	1,300	13,300	(807)	493
OMBIOGNO		140	140	(18)	122
OMIC	45	40	85	(26)	14
PELLEGRINI LUCA	0	100	100	(65)	35
PELLEGRINI LORENZO	10,000	3,165	13,165		3,165
PEROTTI	11,000	300	11,300	(109)	191
RADONJIC	1,040	3,100	4,140	(1,708)	1,392
RICCARDI		60	60	(6)	54
SECK	0	1,000	1,000	(199)	801
SKORUPSKY	890	590	1,480	(233)	357
STROOTMAN	18,500	1,950	20,450	(1,360)	590
TUMMINELLO		600	600	(15)	585
ZUKANOVIC	4,000	100	4,100	(42)	58
	144,291	22,548	166,839	(7,412)	15,136

The additional information requested by the Supervisory Commission (Covisoc)-Italian Football Association (FIGC) by way of commentary of this line contained in the financial statements and by way of description of the individual transactions that took place during the year (values in thousands of EUR), are summarized in a specific table attached to these Explanatory Notes.

Other intangible assets

Other intangible assets amounting to EUR 22,561 thousand (EUR 18,703 thousand as at 30 June 2016), net of the related depreciation, which are up by EUR 3,858 thousand in the said financial year, are composed of:

- EUR 16,571 thousand (EUR 16.757 thousand as at 30 June 2016) for the *AS Roma Library*, of which EUR 16,182 thousand (EUR 16,364 thousand as at 30 June 2016) for the exclusive rights acquired from the Italian State Television RAI in 2007 for the commercial exploitation and economic use of all the images of AS Roma's home games and everything directly related thereto recorded in the RAI archives, which decreased by EUR 182 thousand during the aforementioned year on account of the related amortizations accruing during such year. The outstanding sum amounting to EUR 389 thousand (EUR 393 thousand as at 30 June 2016) concerns the improvement in the value of multimedia products, net of the depreciation thereof during such year, amounting to EUR 4 thousand. These fixed assets have been deemed to have a finite useful life, with reference to the period in which they might possibly be exploited;
- EUR 3,435 thousand, for the acquisition from the TVR Voxson Group of a business unit for EUR 3,535 thousand, which consisted in radio broadcasting assets and the related transmission facilities and rights of use to the concessions required by Soccer SAS to conduct the related radio broadcasting activities (Roma Radio), which the latter had been appointed to conduct in December 2016. It should be noted that these broadcasting assets were previously used by the subsidiary, through a direct lease agreement executed with the radio and television broadcaster;
- EUR 2,555 thousand (EUR 1,946 thousand, as at 30 June 2016) for other fixed assets, which consisted almost exclusively of concessions, licenses and trademarks as well as improvements to third-party assets made at the Trigoria Real Estate Complex. During the financial year, increases for investments amounting to EUR 1,515 thousand and impairments on account of depreciation amounting to EUR 906 thousand were recorded. More specifically, the increase recorded in the financial year (and, in particular, EUR 670 thousand) was down to Soccer Sas investing on the company's new website, and EUR 845 thousand was mainly down to investments made by the Parent Company on the Trigoria sports center.

Fixed assets under development

EUR 1,724 thousand (EUR 1,800 as at 30 June 2016) of the fixed assets under development are down to the Parent Company and concern advance payments made to foreign teams, under the related contracts, for the exclusive right of option to the future acquisition of long term rights to player services, which was to be exercised in future sporting seasons and which was reserved solely to the Company.

2. TANGIBLE FIXED ASSETS

Tangible fixed assets amounting to EUR 1,756 thousand (EUR 1,462 thousand as at 30 June 2016) recorded a net increase of EUR 294 thousand during the year, which took into account the depreciation accruing during the said financial year amounting to EUR 338 thousand. Tangible fixed assets mainly consist of plants, sports equipment, computers and furnishings located at the Trigoria registered office and at the business premises of Soccer SAS, which are not encumbered by liens and mortgages. It should also be noted that, in December 2014, the First Team coach was hired under a lease agreement, while the fixed assets under development amounting to EUR 423 thousand (EUR 699 thousand as at 30 June 2016) mainly consist in the construction of sports and technical facilities at the Trigoria Sports Center. The operations that occurred during the financial year are shown in the following table:

(Amounts in thousands of EUR)	30.06.16			Historical cost		Provision for depreciation		30.06.17		
	Historical cost	Provision for depreciation	Net Value	Increases	Decreases	Depreciation	Reclassification	Historical cost	Provision for depreciation	Net Value
Plants and machinery	237	(91)	146	252		(68)	-	489	(159)	330
Equipment	1,177	(1,008)	169	69	-	(89)	-	1,246	(1,097)	149
Other assets	2,556	(2,108)	448	587	-	(181)	-	3,143	(2,289)	854
Fixed assets under development	699	-	699	5	(281)	-	-	423	-	423
Total	**4,669**	**(3,207)**	**1,462**	**913**	**(281)**	**(338)**	**-**	**5,301**	**(3,545)**	**1,756**

3. INVESTMENTS

The investments in Soccer SAS di Brand Management S.r.l. and ASR Media and Sponsorship S.r.l. are included in the scope of consolidation and are, therefore, not recorded in the consolidation process.

4. OTHER NON-CURRENT ASSETS

Other non-current assets amounting to 45,398 thousand (EUR 17,425 thousand as at 30 June 2016) falling due after more than 12 months showed a net increase of EUR 27,973 thousand.

(Amounts in thousands of EUR)	30.06.17	30.06.16	Variations
Trade Receivables	23,468	2,500	20,968
Fixed financial assets	16,732	11,702	5,030
Other non-current assets	5,198	3,223	1,975
Total	**45,398**	**17,425**	**27,973**

Trade Receivables

Trade receivables amounting to EUR 23,468 thousand as at 30 June 2017 (EUR 2,500 thousand as at 30 June 2016) falling due after 12 months relate to receivables arising from the transfer of long - term rights to player's services due from the following football clubs:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Variations
Bologna	2,500	2,500	-
Sassuolo	7,833	-	7,833
Zenit	14,929	-	14,929
Total	**25,262**	**2,500**	**22,762**
Adjustment of receivables	(1,794)	-	(1,794)
Total	**23,468**	**2,500**	**20,968**

These Receivables recorded a net increase of EUR 20,968 thousand in the year in question, which was due for EUR 7,833 thousand to the transfer to Sassuolo of the long - term rights to player's services (RPSs) of players Marchizza, Frattesi and Ricci. The outstanding balance of domestic transactions, outstanding as at 30 June 2017 and amounting to EUR 2,500 thousand, relates to a portion, falling due after the financial year, of the consideration for transferring the performance rights of the player Destro to Bologna FC 1909.

At international level, the transfer of the rights of the player Paredes to Zenit St. Petersburg should be noted, for the outstanding amount of EUR 14,929 thousand

It should be noted that EUR 1,794 thousand of the nominal value of the aforementioned receivables was adjusted during the year on account of the appraisal of the discounted value of the receivables at the collection due dates falling due, under the related contracts, after 12 months.

Fixed financial assets

Fixed financial assets falling due after more than 12 months amounted to EUR 16,732 thousand (EUR 11,702 thousand as at 30 June 2016), of which EUR 16,600 thousand (EUR 11,650 thousand as at 30 June 2016), up by 4,950 thousand, for the cash reserve provided for under the related contract, which was created by MediaCo and referred to the refinancing transaction that has already been described above.

The fixed financial assets, amounting to EUR 132 thousand (EUR 52 thousand as at 30 June 2016), record an increase of EUR 80 thousand in the financial year relating to guarantees on availability on a bank current account, in favor of Istituto per il Credito Sportivo (ICS) with a view to securing the performance of the obligations undertaken in the loan agreement. This guarantee will remain valid until the payable is discharged in May 2025.

Other non-current assets

Other non-current assets amounting to EUR 5,198 thousand (EUR 3,223 as at 30 June 2016) falling due after 12 months recorded a net increase of EUR 1,975 thousand in the financial year in question and were composed of:

(Amounts in thousands of EUR)	30.06.16	Increases	Decreases	30.06.17
Security deposit for Trigoria lease	2,700	-	-	2,700
Other security deposits for utilities and services	348	25	(1)	372
VAT receivables		2,026		2,026
Other tax payables	143		(76)	67
Generali - INA - Assitalia TFR Policies	31	1	-	32
Revenues from advance payment of personal income tax (IRPEF) on employees' severance indemnity	1	-	-	1
Total	**3,223**	**2,052**	**(77)**	**5,198**

The receivable of EUR 2,700 thousand, which did not change during the year, is for the security deposit paid for the Trigoria Real Estate complex lease executed in 2013 with AS Roma Real Estate Srl, that will expire on 31 December 2018 (subject to extension request for additional 6 years).

Other Security Deposits amount to EUR 372 thousand (EUR 348 thousand as at 30 June 2016) refer to the security deposit amounting to EUR 304 thousand paid by the subsidiary Soccer Sas and relate to security deposits paid in relation to the rental of commercial premises in Piazza Colonna, Rome EST and the Via del Corso Store. The outstanding amount of EUR 68 thousand refers to the Parent Company.

The VAT receivable of EUR 2,026 thousand refers to the portion of the VAT receivable falling due after 12 months declared in 2016 VAT return in connection with the subsidiary Soccer Sas.

The other tax receivables amounting to EUR 67 thousand (EUR 143 thousand as at 30 June 2016) are for corporate income tax receivables and the related interest from previous years, which the Parent Company has requested to be reimbursed, and which were partially reimbursed during the financial year.

CURRENT ASSETS

Current assets amount to a total of EUR 175,765 thousand (EUR 112,067 thousand as at 30 June 2016) and a net increase of EUR 63,698 thousand has been recorded in the financial year.

5. INVENTORIES

Inventories amounting to EUR 1,048 thousand (EUR 712 thousand as at 30 June 2016) concern stocks of products and goods intended to be sold by Soccer SAS in the framework of its merchandising activities. A net increase of EUR 336 thousand has been recorded in the financial year in question, which was substantially due to the greater impact of merchandising material purchased at the end of the financial year for sales to be carried out in the new football season.

6. TRADE RECEIVABLES

Trade receivables amount to EUR 110,488 thousand (EUR 91,020 thousand as at 30 June 2016), and a net increase of EUR 19,468 thousand has been recorded, after having made provision for write-downs, in the financial year.

(Amounts in thousands of EUR)	30.06.17	30.06.16	Variations
Receivables from customers	15,193	34,313	(19,120)
Football clubs	87,533	46,144	41,389
Official Sponsors	8,524	6,942	1,582
Receivables from entities operating in the business segment	2,927	6,506	(3,579)
Receivables from parent companies	1,948	1,957	(9)
Total Receivables	**116,125**	**95,862**	**20,263**
Less: provisions for write-downs	(5,637)	(4,842)	(795)
Total	**110,488**	**91,020**	**19,468**

Receivables from customers

Receivables from customers amounting to EUR 15,193 thousand (EUR 34,313 thousand as at 30 June 2016) have been recorded. They are, including write-down provisions, down by EUR 19,120 thousand in the financial year and are composed as follows:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
Receivables from audiovisual rights	871	818	53
Receivables from other AS Roma commercial activities	2,070	1,710	360
Receivables from Soccer SAS commercial activities	11,664	15,432	(3,768)
Receivables from MediaCo commercial activities	588	16,353	(15,765)
Total Receivables from customers	**15,193**	**34,313**	**(19,120)**
Less: Provisions for receivable write-downs	(5,637)	(4,842)	(795)
Total	**9,556**	**29,471**	**(19,915)**

The Receivables from audiovisual rights relating to the Parent Company amounting to EUR 871 thousand (EUR 818 thousand as at 30 June 2016) are up by EUR 53 thousand and comprise the following:

- EUR 737 thousand (EUR 767 thousand as at 30 June 2016) from Dahlia TV in liquidazione, for invoices issued and written down by EUR 721 thousand (EUR 721 thousand as at 30 June 2016) following the Arrangement with creditors procedure commenced by said broadcaster;
- EUR 51 thousand (EUR 51 thousand as at 30 June 2016) from the Interactive Group for audiovisual rights to the Serie A Championship for the 2011-2012 season, which had been adjusted in previous years by allocating EUR 50 thousand to the provision for receivable write downs after having been admitted to insolvency proceedings;
- EUR 83 thousand from other radio and television broadcasters.

The Receivables from other AS Roma commercial activities amounting to EUR 2,070 thousand (EUR 1.710 thousand as at 30 June 2016), were up by EUR 360 thousand during the financial year. In light of

these receivables, provision was made for receivable write-downs totaling EUR 784 thousand (EUR 769 thousand as at 30 June 2016). Note should be taken, in particular, of the receivable due from DLS Media Group amounting to EUR 888 thousand, which had not changed with respect to the previous year, in light of which provision was made for receivable write-downs amounting to EUR 636 thousand in the previous financial years.

The Receivables from Soccer SAS' commercial activities amounting to EUR 11,664 thousand (EUR 15,432 thousand as at 30 June 2016) were down by EUR 3,768 thousand in the financial year. They concerned, in particular, the marketing of products under the AS Roma trademark (e-commerce and licensing), as well as promotional-advertising activities. With regard to these receivables, provision was made for receivable write-downs totaling EUR 3.846 thousand (EUR 3.062 thousand as at 30 June 2016), of which EUR 1,138 thousand were set aside in the financial year in question and EUR 354 thousand were used.

The Receivables from MediaCo commercial activities amounting to EUR 588 thousand (EUR 16,353 thousand as at 30 June 2016) were down by EUR 15,765 thousand in the financial year. They concerned commercial assets initially assigned to MediaCo following its incorporation and the assignment of trade receivables by AS Roma and Soccer SAS with a view to securing the loans that had been granted. The decrease recorded in the financial year is due to the effects of the advance invoicing of the first installment of TV rights for the 2016-2017 season, which amounted to EUR 16,500 thousand. Said invoicing took place at the end of the previous financial year, while the corresponding invoicing for the 2017-2018 season took place last July. Provisions for receivable write-downs totaling EUR 236 thousand (EUR 240 thousand as at 30 June 2016) were recorded for receivables, of which EUR 4 thousand were used during the financial year.

The aforementioned trade receivables due from customers have been adjusted to their estimated fair value. To this end, provision has been made for receivable write-downs, the balance of which as at 30 June 2017 totaled EUR 5,637 thousand (EUR 4,842 thousand as at 30 June 2016), with a net increase of EUR 680 thousand due to the adjustment made in the financial year in question as well as the utilizations.

Receivables from football clubs

Receivables from football clubs amounting to EUR 87,533 thousand (EUR 46,144 thousand as at 30 June 2016) were up by EUR 41,389 thousand in the financial year. They substantially concerned the short-term portion due from the transfer of long - term rights to player's services or relevant ancillary proceeds.

(Data in thousands of EUR)	**30.06.17**	**30.06.16**	**Changes**
Atletico Madrid	-	133	(133)
Anderlecht	-	32	(32)
Bologna	-	2,500	(2,500)
Chelsea	33,404	-	33,404
Granada	244	-	244
Hebei China Fortune Football	-	2,000	(2,000)
Inter	-	7,800	(7,800)
Juventus	-	32,000	(32,000)
Liverpool	42,000	-	42,000
MKS Cracovia	-	486	(486)
Olympique Lyonnais	-	950	(950)
Sassuolo	3,167	2,000	1,167
Torino	250	-	250
Udinese	-	2	(2)
Viitorul Costanta	-	7	(7)
Zenit	11,077	-	11,077
Watford FC	41	475	(434)
Total	**90,183**	**48,385**	**41,798**
Adjustment at fair value	(2,650)	(2,241)	(409)
Total	**87,533**	**46,144**	**41,389**

Receivables from **Italian football clubs** totaling EUR 3,417 thousand (EUR 44,302 thousand as at 30 June 2016) were settled through the Serie A League, which guaranteed the payment thereof and worked as a clearing house.

It should be noted that, as at 30 June 2016, receivables relating to the credit balance for the 2017-2018 and 2018-2019 sports seasons transfer campaign were sold for a total nominal value of EUR 44,300 thousand, adjusted at actual value (fair value), for an amount of EUR 2,241 thousand.

Receivables from **foreign clubs** totaling EUR 86,766 thousand (EUR 4,083 thousand as at 30 June 2016) originated from the definitive sale of the following long - term rights to player's services (RPSs): Rudiger (Chelsea), for EUR 33,404 thousand; Salah (Liverpool), for EUR 42,000 thousand; Paredes (Zenit), for EUR 11,077 thousand; Holebas (Watford), for EUR 41 thousand (EUR 475 thousand, as at 30 June 2016). It should be noted that there is also a receivable from Granada, amounting to EUR 244 thousand, for the temporary transfer of the RPSs of the footballer Ponce. It should be noted that after the end of the financial year, the abovementioned receivables due from the transfers of the RPSs for the footballers Salah (Liverpool) and Rudiger (Chelsea) were transferred for the non-recourse assignment to leading banks , and were consequently adjusted, for EUR 2,650 thousand so as to adjust their actual fair value.

During the year, the receivables relating to the transfer of the following football players' RPSs were duly received: Gervinho (Hebei China Fortune Football), for EUR 2,000 thousand; Yanga Mbiwa Mapou (Olympique Lyonnais), for EUR 950 thousand; Vestenicky (MKS Cracovia), for EUR 486 thousand; Holebas (Watford FC), for EUR 434 thousand; Alessio Cerci (Atletico Madrid), for EUR 133 thousand; Stefano Okaka (Anderlecht), for EUR 32 thousand and Balasa (Viitorul Costanta), for EUR 7 thousand.

Receivables from Official Sponsors

Receivables from Official Sponsors amounting to EUR 8,524 thousand (EUR 6,942 thousand, as at 30 June 2016) concern, for EUR 3,821 thousand (EUR 2,239 thousand, as at 30 June 2016), revenue accrued during the year paid by NIKE. The outstanding amount of EUR 4,703 thousand (EUR 4,703 thousand as at 30 June 2016) is due from Basic Italia (Kappa), which was the technical sponsor of A.S. Roma until the 2012-2013 football season, for receivables relating to the last three quarterly instalments for the 2012-2013 financial year, in respect of which a bank guarantee was enforced so as to secure the contractual obligations undertaken by said Sponsor. This dispute is still pending before the courts.

Trade receivables from Sector-Specific Entities

Trade receivables from Sector-Specific Entities amounting to EUR 2,927 thousand (EUR 6,506 thousand as at 30 June 2016) concern, for EUR 1,315 thousand receivables from UEFA, as adjustment for proceeds accrued for having taken part in the European tournaments in the 2016-2017 football season, of which, EUR 578 thousand for having taken part in the UEFA Champions League preliminaries and, EUR 737 thousand, for having taken part in the UEFA Europa League tournament. The corresponding receivable as at 30 June 2016 from UEFA related, for EUR 5,006 thousand, to the balance due for having participated in the UEFA Champions League for the 2015-2016 football season and, for EUR 1,500 thousand, to proceeds for footballers, currently and previously registered with AS Roma, taking part in the Euro 2016 held in France.

The balance also includes receivables from Serie A League, for EUR 1,550 thousand and relating, for EUR 1,365 thousand to revenues generated from television rights granted by the Serie A League for the 2016-2017 football season, and EUR 185 thousand for advances made in relation to the transfers of footballers to be settled in the 2017-2018 football season.

Finally, there are receivables from FIGC for EUR 50 thousand for the use of the Trigoria Sports Center by the National Under 21 team preparing for Euro 2017 and receivables from CONI Servizi, which owes EUR 12 thousand for the costs charged for running the Stadio Olimpico's hospitality area.

Receivables from parent companies

Receivables from parent companies amounting to EUR 1,948 thousand (EUR 1,957 thousand as at 30 June 2016) for receivables due, under ongoing agreements, from AS Roma SPV LLC for the costs incurred in the current year and in previous years for designing and building the new Stadium, down by EUR 9 thousand in the financial year.

Analysis of receivables by classes of matured receivables

For the purposes of the IFRS 7 accounting principle, the receivables are broken down by class of receivables due as at 30 June 2017:

(Amounts in thousands of EUR)	30.06.2017	30.06.2016
Trade receivables not yet due	96,275	58,212
Trade Receivables that have been due for less than 30 days	2,578	16,378
Trade Receivables that have been due for 31 to 60 days	3,544	4,401
Trade Receivables that have been due for 61 to 90 days	424	446
Trade receivables that have been due for over 90 days	13,304	15,925
Total trade receivables	**116,125**	**95,862**
Less receivable write-down provision	**(5,637)**	**(4,842)**
Totals	**110,488**	**91,020**

The provision for receivable write-downs refers entirely to receivables that have been due for over 90 days, including the receivable due from Basic Italia amounting to EUR 4,703 thousand that is considered payable. The outstanding portion of these receivables that has not been written down is, at present, considered by the Directors capable of being realized.

7. OTHER CURRENT ASSETS

Other current assets amounting to EUR 11,580 thousand (EUR 8,312 thousand as at 30 June 2016), net of the provisions for receivable write-downs, were up by EUR 3,268 thousand in the financial year and consisted of sundry receivables worth EUR 7,348 thousand (EUR 4,568 thousand as at 30 June 2016) and Deferred charges worth EUR 4,232 thousand (EUR 3,744 thousand as at 30 June 2016).

(Amounts in thousands of EUR)	30.06.17			30.06.16		
	Receivables	Provision for receivable write-downs	Net Receivables	Receivables	Provision for receivable write-downs	Net Receivables
Receivables from related entities	4,019	-	4,019	2,986	-	2,986
Receivables from Sector-Specific Entities	1,420	-	1,420	576	-	576
Advances to suppliers and third parties	359	(300)	59	892	(300)	592
Receivables from social security institutions	221	-	221	60	-	60
Receivables from season tickets and ticketing	1,001	(13)	988	322	(13)	309
Receivables from insurance claims	600	-	600	-	-	-
Other sundry Receivables	41	-	41	195	-	195
Total sundry Receivables	**7,661**	**(313)**	**7,348**	**4,881**	**(313)**	**4.568**
Deferred charges	**4,232**	**-**	**4,232**	**3,744**	**-**	**3.744**
Totals	**11,893**	**(313)**	**11,580**	**8,625**	**(313)**	**8.312**

Receivables from related entities amounting to EUR 4,019 thousand (EUR 2,986 thousand as at 30 June 2016), relate to, for:

- receivables from parent companies, amounting to EUR 3,551 thousand (EUR 2,906 thousand as at 30 June 2016), up by EUR 645 thousand during the financial year, due to NEEP Roma Holding S.p.A., for EUR 3,551 thousand (EUR 2,896 thousand as at 30 June 2016), up by EUR 655 thousand in the financial year and related, for EUR 3,483 thousand (EUR 2,896 thousand, as at 30 June 2016), to tax losses and tax credits transferred to the parent company, under the (IRES) tax consolidation agreement, signed in December 2015, with reference to taxes accrued as at 30 June 2017. The outstanding amount, for EUR 68 thousand, relates to outstanding receivables transferred to the parent company in the previous financial year, taking into account receivables collected during the year, for EUR 2,792 thousand and tax adjustments, for EUR 36 thousand, which emerged at the time of submitting the tax return;
- EUR 40 thousand (EUR 40 thousand as at 30 June 2016), due by SDS Srl in liquidazione, for outstanding tax credits attributed pro-rata to the shareholders after closing the Company liquidation procedure, which took place in December 2013, awaiting reimbursement;

- Stadio TDV S.p.A., for EUR 428 thousand, related, for EUR 316 thousand, to advances for expenses for legal services relating to the new stadium and, for EUR 113 thousand, to the outstanding receivables for the charge-back of expenses incurred and invoiced during the year.

It should be noted that receivables from A.S. Roma Real Estate Srl, for EUR 30 thousand, relating to the charge-back of costs incurred in the previous year for the management of the Trigoria Real Estate Complex, and from ASR Soccer LP Srl, for EUR 10 thousand, relating to the sale of an equity stake in Soccer SAS, were collected in the financial year.

Other receivables from Sector-Specific Entities are, for EUR 1,420 thousand (EUR 576 thousand as at 30 June 2016), due by the Italian Football League, up by EUR 847 thousand during the year and comprise, for EUR 970 thousand (EUR 349 thousand, as at 30 June 2016), payments made to the Italian Football League to secure the solidarity contributions due to foreign teams, under the FIFA Rules on the status and transfers of footballers and the provisions of the UEFA License Manual, for having trained the footballers acquired abroad who were previously registered with foreign football associations. The outstanding amount of EUR 448 thousand (EUR 222 thousand as at 30 June 2016) relates to the credit balance on the corresponding current account called “Championship Account”. The balance includes a receivable, for EUR 2 thousand (EUR 5 thousand euros, as at 30 June 2016), relating to advances paid to the Lega Nazionale Dilettanti [Italian Amateur League] for the registration of footballers coming from the Youth Sector.

Receivables from advances to suppliers and third parties amounting to EUR 359 thousand (EUR 892 thousand, as at 30 June 2016), relate for EUR 325 thousand to receivables of the Parent Company, which were written down for EUR 300 thousand in previous financial years, for payment of financial commissions when registering for the Serie A championship in the 2003-2004 season, for the issuance of a guarantee that subsequently turned out not to be valid and for which criminal proceedings are currently ongoing (an appeal is pending), and where AS Roma is the injured party. The outstanding amount of EUR 7 thousand (EUR 7 thousand, as at 30 June 2016), relates to advances for the supply of goods and provision of services. In the last financial year Soccer Sas paid EUR 585 thousand for advances in relation to contractual obligations connected with the acquisition of a commercial activity which was then completed.

Receivables from social security Institutions amounting to EUR 221 thousand (EUR 60 thousand, as at 30 June 2016) related for EUR 146 thousand (EUR 16 thousand, as at 30 June 2016), to INAIL [Italian Institute for Insurance against Labor Accidents] premiums paid in advance, of which, EUR 140 thousand, as an outstanding amount for the second half of 2017 and, EUR 13 thousand, paid in the previous financial years, for which reimbursement has been requested. The balance also includes receivables due from INPS [Italian Social Security Authority] amounting to EUR 54 thousand (EUR 30 thousand in 2016) for contributions paid in advance for employees and occasional workers and a positive adjustment of EUR 14 thousand (EUR 14 thousand as at 30 June 2016) due as a result of Previndai [Managers’ Social Security Fund] contributions (pending their reimbursement).

Receivables from season-tickets and ticketing services amounting to EUR 1,001 thousand (EUR 322 thousand as at 30 June 2016) were essentially for season-tickets subscribed at the end of the financial year for the subsequent 2017-2018 football season, collected in July 2017.

Receivables from insurance premiums amounting to EUR 600 thousand (there are no records for 30 June 2016) are for insurance claims made in the financial year that were settled after the end of said financial year.

Other sundry receivables, totaling EUR 41 thousand (EUR 195 thousand as at 30 June 2016) are down by EUR 154 thousand in the financial year.

Deferred charges

Deferred charges of EUR 4,232 thousand (EUR 3,744 thousand as at 30 June 2016) were up by EUR 488 thousand in the financial year and consisted of:

- costs for clothing, sports and technical equipment amounting to EUR 894 thousand (EUR 839 thousand as at 30 June 2016), mainly for supplies made at the year’s end by the Technical Sponsor NIKE for the 2017-2018 football season;

- charges incurred in acquiring footballers' performance rights amounting to EUR 423 thousand (EUR 813 thousand as at 30 June 2016), incurred in acquiring, with a deferred payment, the RPSs of the footballer Doumbia from CSKA.
- insurance premiums, for EUR 570 thousand (EUR 474 thousand as at 30 June 2016), mainly relating to footballers' insurance cover for July 2017;
- license and software fees, for EUR 197 thousand (EUR 89 thousand, as at 30 June 2016);
- costs, charges for the season ticket campaign, amounting to EUR 175 thousand (EUR 107 thousand as at 30 June 2016), relating to Best Union commissions and advertising costs;
- leasing of motor vehicles and heavy-duty vehicles, invoiced by third parties in advance and relating to the 2017-2018 financial year, for EUR 143 thousand;
- contribution to the sponsorship agreement with Disney, amounting to EUR 167 thousand; amounting to EUR 103 thousand, in the previous year, for events connected with the sponsorship of the Jubilee of Mercy;
- travel expenses for friendly matches and summer trips for EUR 162 thousand;
- legal expenses and professional consultancy for EUR 86 thousand;
- leasing of soccer fields, other operating premises and other leases, for EUR 59 thousand;
- bank fees and charges for the loan disbursed to ASR Media and Sponsorship S.r.l. amounting to EUR 197 thousand (EUR 196 thousand as at 30 June 2016) including premiums on guarantees and collateral;
- EUR 663 thousand (EUR 663 thousand as at 30 June 2016), relating to the subsidiary Soccer SAS for costs incurred in the previous year and relating to the development of targeted promotional activities located in the Far East, which are expected to take place in the 2017/2018 season.
- EUR 496 thousand (EUR 298 thousand as at 30 June 2016) for other costs incurred mainly for the acquisition of materials, services and commercial rental fees, which third parties invoiced in advance to Soccer SAS and accrued in the 2017-2018 financial year.

8. Tax Receivables

Tax receivables amounting to EUR 804 thousand (EUR 3,325 thousand as at 30 June 2016) were down by EUR 2,521 thousand in the financial year and comprised the following:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
Corporate Income Tax (Ires)	4	19	(15)
Value Added Tax (VAT)	700	3,221	(2,521)
Regional Production Tax (Irap)	65	65	-
Personal Income Tax (Irpef)	34	18	16
Other tax receivables	1	2	(1)
Total	**804**	**3,325**	**(2,521)**

IRES receivable amounting to EUR 4 thousand (EUR 19 thousand as at 30 June 2016) relates to the residual amount to be used resulting from the Ires tax return as at 30 June 2014. Down by EUR 15 thousand in the year after set-off with tax payables to the maximum extent permitted without providing guarantees.

VAT receivable amounting to EUR 700 thousand (EUR 3,221 thousand as at 30 June 2016) relates to the subsidiary Soccer SAS and was accrued on 31 December 2016. It will be paid within 12 months.

IRAP receivable amounting to EUR 65 thousand (EUR 65 thousand as at 30 June 2016) relates to advance payments made in the 2014-2015 financial year, in excess of the tax actually due from Soccer SAS.

Receivables from Irpef withholdings, amounting to EUR 34 thousand (EUR 18 thousand as at 30 June 2016) substantially concern receivables for tax bonuses under Article 1 of Decree Law 66/2014 accrued with reference to employees and other workers, which are expected to be recovered in the 2016-2017 financial year.

9. CASH AND CASH AT BANK AND IN HAND

Cash and cash at bank and in hand amounting to EUR 51,845 thousand (EUR 8,698 thousand as at 30 June 2016) recorded during the financial year a net increase of EUR 43,147 thousand, which refers to the cash held by the Parent Company amounting to EUR 44,888 thousand (EUR 322 thousand as at 30 June 2016); and the cash held by Soccer SAS amounting to EUR 812 thousand (EUR 980 thousand as at 30 June 2016); as well as the outstanding amount of EUR 6,145 thousand (EUR 7,396 thousand, as at 30 June 2016) held by MediaCo. The increase in cash and cash at bank and in hand of EUR 43,147 thousand, is substantially due to the cash obtained at the end of the financial year by the subsidiary MediaCo, serving the AS Roma Group, following the execution of the agreement amending the loan of 12 February 2015, and from the Stadium season tickets, UEFA proceeds and other commercial income.

This item represents the cash currently held by the Company and the cash deposited with leading banks, which have no draw-down restrictions, with the exception of the restriction applied to the bank accounts held by MediaCo and Soccer SAS that was imposed by the loan agreement signed with Goldman Sachs and Unicredit in February 2015, and subsequent addendums. However, this pledge is triggered only upon certain default events occurring and can be exercised only up to the limit of the existing funds and the outstanding amount owed.

LIABILITIES

10. CAPITAL AND RESERVES

The Consolidated Capital and Reserves of the AS Roma Group, including third-party minority interests, recorded as at 30 June 2017 a loss of EUR 88,914 thousand (a loss of EUR 117,005 thousand as at 30 June 2016), which improved by EUR 28,091 thousand on account of contributions by the reference shareholder amounting to EUR 70,000 thousand and also taking into consideration the loss of EUR 42,277 thousand in the financial year, as well as the (positive) adjustment of the actuarial Profit (loss) reserve amounting to EUR 368 thousand. The movements of the accounting entries of the Capital and reserves which took place during the financial year are set out below.

SCHEDULE OF CHANGES IN CAPITAL AND RESERVES (data in thousands of EUR)

Value in EUR / 000	Share capital	Legal Reserve	Share premium reserve	FTA Reserve	Actuarial Profit (loss) reserve	Shareholders' reserve for share capital increase	Profits (losses) carried forward	Operating profit/loss	Total Group AS Roma	Third-Party capital and reserves	Third-Party profit/loss	Total consolidated financial statements
Balances as of 30.06.2015	**59,635**	**1,987**	**60,159**	**(85,933)**	**(389)**	**20,514**	**(117,230)**	**(41,166)**	**(102,423)**	**44**	**102**	**(102,277)**
Carrying forward of operating result							(41,166)	41,166	0	99	(99)	0
Third-party dividends [2]									0		(3)	(3)
IAS 19 discounting					(590)				(590)			(590)
Profit(loss) as of 30.06.2016								(13,984)	(13,984)		(151)	(14,135)
Balances as of 30.06.2016	**59,635**	**1,987**	**60,159**	**(85,933)**	**(979)**	**20,514**	**(158,396)**	**(13,984)**	**(116,997)**	**143**	**(151)**	**(117,005)**
Carrying forward of operating result			(49,982)				35,998	13,984	-	(151)	151	-
Share capital paid in for future increase of share capital						70,000			70,000			70,000
IAS 19 discounting					368				368			368
Profit(loss) as of 30.06.2017								(42,048)	(42,048)		(229)	(42,277)
Balances as of 30.06.2017	**59,635**	**1,987**	**10,177**	**(85,933)**	**(611)**	**90,514**	**(122,398)**	**(42,048)**	**(88,677)**	**(8)**	**(229)**	**(88,914)**

Share Capital, which remained unchanged during the financial year, consisting of 397,569,888 ordinary shares having a nominal value of EUR 0.15, for a value of EUR 59,635 thousand. It should be noted that in the 2014-2015 financial year an increase of EUR 39,757 thousand was recorded,

following the subscription of 265,046,592 newly issued ordinary shares having a nominal value of EUR 0.15 each.

Legal reserve amounting to EUR 1,987 thousand, which remained unchanged during the financial year.

A share premium reserve amounting to EUR 10,177 thousand (EUR 60,160 thousand as at 30 June 2016) was set up in 2014-2015 following a share capital increase, with a price of EUR 0.227 per each newly issued share. During the financial year a decrease of EUR 49,982 thousand was recorded as a result of the previous year's share capital increase to cover losses, as resolved by the Parent Company's Shareholders' Meeting passed on 28 October 2016.

FTA reserve, First Time Adoption recorded a loss of EUR 85,933 thousand euro that did not change during the financial year and which was determined, when the IAS/IFRS standards were applied for the first time, on the basis of the accounting balances as at 1 July 2005, mainly consisting in writing down the outstanding portions for the Junior Team Costs and the Long-term Charges to be depreciated under Article 18- bis of Law No. 91/81.

Actuarial profits (losses), which recorded a loss of EUR 611 thousand (EUR 979 thousand as at 30 June 2016) and which were positively adjusted by EUR 368 thousand in the financial year to the Provision for employee's future benefits determined by external qualified professionals based on the accounting standard (IAS 19 revised).

Shareholders Reserve for future share capital increase amounting to EUR 90,514 thousand (EUR 20,514 thousand as at 30 June 2016) recorded a net increase of EUR 70,000 thousand in relation to contributions made during the financial year by the Controlling Shareholder.

The item also comprises, for EUR 20,514 thousand, the outstanding amount of the Shareholders Reserve for Future Share Capital Increase, which was partially used in the 2014-2015 financial year to increase the Share Capital. It should be noted that due to the completion of the above-described capital increase by NEEP Roma Holding, a decrease of EUR 79,486 thousand was recorded in this reserve, which was set up with payments made by the controlling shareholder for EUR 100,000 thousand. This subscription was made by partially using the payments for future share capital increase intended for subscribing the capital increase as resolved by the Extraordinary Shareholders' Meeting held on 31 March 2014, which provided for a capital increase of up to EUR 100 million, with a commitment by the controlling shareholder to subscribe any remaining shares that may not have been subscribed, in addition to its own shareholding, to guarantee the increase in the share capital up to the total maximum amount of EUR 100 million.

Profits/losses carried forward, a loss of EUR 122,398 thousand (a loss of EUR 158,396 thousand, as at 30 June 2016) recorded a decrease of EUR 35,998 thousand due to the coverage of losses as resolved by the Parent Company's Shareholders' Meeting on 28 October 2016, for EUR 49,892 thousand, partially offset by carrying forward the loss for the year as at 30 June 2016, amounting to EUR 13,984 thousand.

Third-party Capital and reserves, namely a loss of EUR 237 thousand (loss of EUR 8 thousand as at 30 June 2016), down by EUR 229 thousand due to the share to be attributed to third parties of the loss accrued in the financial year.

The Third-Party Capital and Reserves consist of the interest in Soccer SAS amounting to EUR 24 thousand and the third-party negative reserves amounting to EUR 32 thousand. A loss of EUR 229 thousand was recorded in the financial year (whereas a loss of EUR 151 thousand was recorded as at 30 June 2016). It was attributable to the third-party shareholders of Soccer Sas (in this case the general partner Brand Management S.r.l. and ASR Soccer LP).

NON-CURRENT LIABILITIES

Non-current liabilities totaled EUR 307,573 thousand (EUR to 226,233 thousand as at 30 June 2016), which recorded a net increase of EUR 81,340 thousand in the financial year, largely driven by growth in Medium and long term borrowings:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Variations
Medium and long term borrowings	231,738	156,692	75,046
Statutory Severance fund	3,019	3,065	(46)
Trade payables	53,202	46,284	6,918
Provision for tax risks	745	745	-
Provision for risks and charges	4,851	5,211	(360)
Other non-current liabilities	14,018	14,236	(218)
Total	**307,573**	**226,233**	**81,340**

11. MEDIUM AND LONG TERM BORROWINGS

Medium and long term borrowings amounting to EUR 231,738 thousand (EUR 156,692 thousand as at 30 June 2016) went up by EUR 75,046 thousand in the financial year, essentially due to a debt refinancing transaction. The debt was composed as follows:

- EUR 212,971 thousand (EUR 149,201 thousand as at 30 June 2016), for the amount falling due beyond 12 months of the loan executed in February 2015, as most recently amended in June 2017, with Goldman Sachs International and Unicredit S.p.A. respectively as " *Mandated Lead Arranger and Bookrunner* " to ASR Media and Sponsorship as part of the refinancing.

  On 22 June 2017, the Parent Company communicated to the market that an agreement amending the loan agreement had been reached, and whose maturity date will be extended to the fifth anniversary from its effective date, i.e. to June 2022, and the repayment of the amounts originally provided under the loan agreement begins from the first anniversary after the amendment date. Furthermore, the credit facility granted with the loan agreement was increased from EUR 175 million to EUR 230 million and the interest rate has not been changed and is regulated at a variable rate (3-month Euribor, with a minimum 0.75% interest rate) and a spread of 6.25%. The loan is secured by suitable guarantees provided by the Group's companies that have benefited from the loan. In this regard, it should be noted that Unicredit S.p.A. will continue to carry out the activity of "*fronting*" and will not be the last creditor of the loan;

- EUR 17,780 thousand (EUR 7,000 thousand as at 30 June 2016), for the Loan from parent companies, relating to payments made by the controlling shareholder **NEEP ROMA HOLDING S.p.A.** in the financial year in question, up by EUR 10,780 thousand. At present, no interest has accrued on this loan, which can potentially accrue in the future upon NEEP Roma Holding Group generating predetermined viability. More specifically, the interest rate, which cannot exceed 10%, depends, in each year, on the amount of the NEEP Group's consolidated profit/loss.

- EUR 911 thousand (EUR 368 thousand as at 30 June 2016) for the outstanding loans falling due after 12 months, granted by the **Istituto per il Credito Sportivo** for works upgrading the Trigoria Sports Center, up by EUR 543 thousand in the financial year in question on account of the granting of a new loan in the financial year for EUR 637 thousand, and taking into account the reversal of the principal amount due within 12 months, amounting to EUR 94 thousand, recorded in the corresponding short-term loan item. The share of the loan falling due after 5 years amounts to EUR 499 thousand.

  The loan granted in June 2015 has an outstanding debt of EUR 327 thousand (EUR 368 thousand as at 30 June 2016). The decrease of EUR 41 thousand is due to allocation of the share falling due within 12 months into the corresponding debt item of current liabilities. The agreement provides for the repayment of the loan, for an initial amount of EUR 447 thousand, in 20 six-monthly installments starting from November 2015 and it will be fully discharged in May 2025. As at 30 June 2017, the first 4 installments had been duly paid according to the repayment plan. The Loan is paid, based on a fixed interest rate, at normal market conditions, and secured by suitable

guarantees granted to the Istituto per il Credito Sportivo, including the guarantee issued by AS Roma Real Estate S.r.l. for the entire amount of the loan, so as to secure the obligations undertaken in the loan agreement until the complete payment of the amounts owed. The share of the debt falling due after over 5 years amounts to EUR 148 thousand.

The loan granted in March 2017, for an initial amount of EUR 637 thousand, has an outstanding debt of EUR 584 thousand, taking into account the decrease of EUR 53 thousand for allocating the share falling due within 12 months into the corresponding debt item of current liabilities. The agreement provides for the repayment of the loan in 20 six-monthly installments starting from September 2017 and it will be fully discharged in March 2027. The Loan is paid, based on a fixed interest rate, at normal market conditions, and secured by suitable guarantees granted to the Istituto per il Credito Sportivo, including the guarantee issued by AS Roma Real Estate S.r.l. for the entire amount of the loan, so as to secure the obligations undertaken in the loan agreement until the complete payment of the amounts owed. The share of the debt falling due after over 5 years amounts to EUR 351 thousand.

- EUR 76 thousand (EUR 123 thousand as at 30 June 2016) falling due after 12 months is left of the loan granted in December 2014 by MPS Leasing & Factoring, for the acquisition, under a finance lease agreement, of the bus used by the first team, down by EUR 48 thousand on account of the transfer of the share falling due within 12 months to the corresponding debit item of current liabilities. The repayment of the initial loan of EUR 290 thousand will, under the agreement, be made in 60 monthly instalments from December 2014 onwards and will be fully discharged in December 2019. On 30 June 2017, the initial balloon payment and the first 30 instalments provided for under the related amortization plan were regularly paid.

12. STATUTORY SEVERANCE FUND

The Severance Indemnity Fund is a liability consisting of benefits to which employees are entitled and is paid out at the same time as or after the termination of the employment relationship. This liability falls within the scope of the so-called defined contribution plans and, therefore, is determined by applying the actuarial logic method. The balance as at 30 June 2017 amounting to EUR 3,019 thousand (EUR 3,065 thousand as at 30 June 2016) recorded the following movements in the financial year:

(Amounts in thousands of Euros)	Severance indemnity
Values as at 30 June 2016	**3,065**
Use for terminating employment relationships	(469)
Advance severance indemnities	(65)
Other uses (Previndai, taxes on severance indemnities)	(93)
Actuarial (profits)/Losses	(368)
Interest on revaluation of the reserve	41
Provision for the period	908
Values as at 30 June 2017	**3,019**

13. TRADE PAYABLES

Trade payables amounting to EUR 53,202 thousand (EUR 46,284 thousand as at 30 June 2016) recorded an increase of EUR 6,918 thousand in the financial year and consisted of EUR 3,750 thousand owed to sports agents (EUR 2,024 thousand as at 30 June 2016) for fees to be paid on a deferred basis that are not conditioned on the footballers' continued registration.

The outstanding amount of EUR 49,452 thousand (EUR 44,260 thousand as at 30 June 2016) is due to football clubs for having acquired long - term rights to player's services in said financial year and in the previous ones, which consists of:

- Payables to foreign football teams, amounting to EUR 22,609 (EUR 35,260 thousand, as at 30 June 2016), relate to the acquisition of long - term rights to player's services (RPSs). The nominal value of

the payables was adjusted during the financial year, for EUR 789 thousand, in connection with the appraisal of the value discounted at the maturity dates, falling due after 12 months under the relevant agreements.

- Payables to Italian football teams, amounting to EUR 27,632 thousand (EUR 9,000 thousand as at 30 June 2016), are up by EUR 18,632 thousand, and take into account the decrease due to allocation of the short-term share accrued during the financial year into the corresponding current liabilities item.

(Data in EUR thousands)	Football player	30.06.17	30.06.16	Changes
Boca Juniors	Paredes	1,235	-	1,235
Brescia	Calabresi	133	-	133
Chelsea	Salah	1,328	7,000	(5,672)
Corinthians	Dodo	520	-	520
CSKA Moscow	Doumbia	1,800	5,800	(4,000)
Dinamo Zagreb	Tin Jedvai	-	1,000	(1,000)
Empoli	Silva Duarte	4,000	-	4,000
Fluminense	Gerson	-	9,600	(9,600)
Feyenoord	Karsdorp	11,000	-	11,000
Genoa	Perotti	4,500	9,000	(4,500)
Internazionale	Juan Jesus	4,000	-	4,000
Manchester City	Dzeko	3,000	7,000	(4,000)
Newcastle	Yanga Mbiwa	-	1,860	(1,860)
PSV Eindhoven	Moreno	250	-	250
Stoccarda	Rudiger	776	3,000	(2,224)
Sassuolo	Pellegrini	6,666	-	6,666
Torino	Peres	8,333	-	8,333
Tottenham	Fazio	1,520	-	1,520
Solidarity contributions	Salah e Fazio	1,180	-	1,180
Total		**50,241**	**44,260**	**5,981**
Payables adjustments		(789)	-	(789)
Total		**49,452**	**44,260**	**5,192**

Under the IFRS 7 accounting standard, all the aforementioned trade payables had not fallen due on 30 June 2017.

14. PROVISION FOR TAX-RELATED RISKS AND DEFERRED TAXES

Provision was made for tax-related risks and deferred taxes, setting aside an amount of EUR 745 thousand (EUR 745 thousand as at 30 June 2016) to cover any risks arising from tax assessments concerning AS Roma as well as from any liabilities arising from ongoing litigation proceedings with the Tax Authorities in the course of reaching a conclusion.

It should be noted that during the financial year some of the tax disputes were successfully concluded, in part also by resorting to alternative dispute resolution mechanisms, for insignificant amounts. Furthermore, it should be noted that in August 2017 the instalments of the provisionally enforceable amount of EUR 693 thousand were fully paid. Such amount was demanded by the Tax Authorities in relation to the VAT dispute for the year 2000. Defending its claims, the Company filed a petition filed with the Supreme Court of Cassation in February 2016, against the abovementioned ruling that the Regional Tax Commission had made against the Parent Company.

15. PROVISIONS FOR RISKS AND CHARGES

Provisions for risks and charges, amounting to EUR 4,851 thousand (EUR 5,211 thousand as at 30 June 2016), decreased by EUR 360 thousand, relate to:

- A Provision for legal risks amounting to EUR 4,787 thousand (EUR 5.147 thousand as at 30 June 2016) made for certain legal proceedings, the outcome of which is, at present, objectively uncertain, and which mainly relate to employment relationships previously entertained with football players,

agents, suppliers, consultants and employees. EUR 200 thousand have been set aside and a corresponding decrease amounting to EUR 560 thousand is recorded as a result of settling some claims during the course of the financial year;

- A Provision for social security risks amounting to EUR 64 thousand (EUR 64 thousand as at 30 June 2016) that is intended to cover social security risks (Inps – Enpals [Italian Social Security Authority for Entertainment Workers]).

An analysis of the main disputes involving the Company is set out in the corresponding paragraph of the Management Report named "Main legal proceedings and disputes".

16. OTHER NON-CURRENT LIABILITIES

Other Non-current liabilities amounting to EUR 14,018 thousand (EUR 14,236 thousand as at 30 June 2016), decreased by EUR 218 thousand during the financial year, refer to the Parent Company, for EUR 4,839 thousand (EUR 4,970 thousand as at 30 June 2016), and originate from the assignment without recourse to leading banks, in the year under review and in the previous year, of the surplus accruing from the domestic trading campaign, consisting in the trading of long term rights to player services authorized by the Serie A Football League. More specifically, the accounting surplus consists of the VAT that has accrued and that is to be paid after the next financial year, which refers to assigned invoices receivable/payable, in connection with trading of long term rights to player services, which will be issued and received by football teams, as they fall due, as provided for under football association regulations, for EUR 3,739 thousand in the 2018-2019 financial year and EUR 1,100 thousand in the 2019-2020 financial year.

The outstanding amount of EUR 9,179 thousand (EUR 9,266 thousand as at 30 June 2016) refers to Soccer SAS and relates to the portion, falling due after the financial year, of the proceeds to be paid by the TV broadcaster RAI for the use, for a term of 99 years, of the "Library AS Roma" under the agreement signed with the latter on 31 August 2007. The portion falling due within 12 months, amounting to EUR 88 thousand is classified as current liabilities, whereas the portion falling due after five financial years amounts to EUR 8,739 thousand.

There were, with the exception of the above, no payables recorded at the closing date of the financial year falling due after five financial years.

CURRENT LIABILITIES

Current liabilities totaling EUR 217,482 thousand (EUR 234,821 thousand as at 30 June 2016) recorded a net decrease of EUR 17,339 thousand in the financial year in question.

(Amounts in thousands of Euro)	30.06.17	30.06.16	Variations
Trade payables	133,135	132,524	611
Short term borrowings	29,346	34,021	(4,675)
Tax-related payables	7,735	17,842	(10,107)
Payables towards social security authorities	1,221	985	236
Other liabilities	46,045	49,449	(3,404)
Total	**217,482**	**234,821**	**(17,339)**

17. TRADE PAYABLES

Trade payables amounting to EUR 133,135 thousand (EUR 132,524 thousand as at 30 June 2016) recorded a net increase of EUR 611 thousand in the financial year.

(Amounts in thousands of EUR)	30.06.17	30.06.16	Variations
Football club	79,616	77,097	2,519
Ordinary suppliers	43,956	45,033	(1,077)
Merchandising Suppliers - Advertising	8,021	7,926	95
Payables towards parent companies	6	377	(371)
Payables towards related companies	1,536	2,091	(555)
Totals	**133,135**	**132,524**	**611**

Payables towards football clubs amounting to EUR 79,616 thousand (EUR 77,097 thousand as at 30 June 2016), up by EUR 2,519 thousand in the financial year, refer to the portion, payable within 12 months, of the payables associated with the acquisition of long term rights to player services ("**RPSs**").

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
Arsenal	737	-	737
Barcelona	2,000	-	2,000
Bari	100	-	100
Boca Juniors	916	-	916
Brescia	67	-	67
Cagliari	-	5,000	(5,000)
Catania	-	1,500	(1,500)
Chelsea	8,206	7,678	528
Corinthians	520	1,560	(1,040)
Crotone	-	550	(550)
CSKA Moscow	3,763	3,668	95
Dinamo Zagreb	1,000	1,000	-
Empoli	2,000	250	1,750
Feyenoord	5,000	-	5,000
Fenerbache	-	75	(75)
Fluminense	10,600	4,500	6,100
Genoa	5,500	7,000	(1,500)
Internacional	-	3,250	(3,250)
Internazionale	4,000	-	4,000
Manchester City	4,098	4,117	(19)
Milan	-	13,000	(13,000)
New Castle	1,663	2,696	(1,033)
Newells Old Boys	98	-	98
Olympique Lyonnais	5,000	-	5,000
Olympiacos	-	6,500	(6,500)
Pescara	-	200	(200)
PSV Eindhoven	5,500	-	5,500
Sampdoria	-	2,800	(2,800)
Santos	2,000	-	2,000
Sassuolo	3,334	-	3,334
Spezia	-	5,000	(5,000)
Stuttgart	4,589	6,000	(1,411)
Torino	4,442	-	4,442
Tottenham	1,520	-	1,520
Preparation and minor football team premiums	582	454	128
FIFA solidarity contributions	2,381	1,954	427
Totals	**79,616**	**78,752**	**864**
Adjustment to fair value	-	(1,655)	1,655
Totals	**79,616**	**77,097**	**2,519**

The net increase of EUR 2,519 thousand recorded in the financial year in question is essentially due to investments made in the trading campaign and the transfer of payables falling due within 12 months from the corresponding item of non-current liabilities; while the decreases are due to payments made during the financial year and the assignment without recourse of the surplus of the trading campaign to factoring companies. It should be noted that in the first part of the year, the surplus of the trading campaign relating to the subsequent football seasons was assigned without recourse to leading banks. The assigned debts, for a total nominal value of EUR 35,457 thousand, had already been consequently adjusted to their actual fair value, for an amount of EUR 1,655 thousand, already in the previous year.

Payables towards Italian companies totaling EUR 20,025 thousand (EUR 34,098 thousand as at 30 June 2016) are settled through the Italian Football League, which serves as a clearing house.

Payables towards foreign clubs, amounting to EUR 59,591 thousand (EUR 42,999 thousand as at 30 June 2016), will be settled directly with the individual clubs and include FIFA Solidarity Contributions amounting to EUR 2,381 thousand (EUR 1,900 thousand as at 30 June 2016).

Payables towards suppliers amounting to EUR 43,956 thousand (EUR 45,033 thousand as at 30 June 2016), which are down by EUR 1,077 thousand in the financial year in question, are attributable to the Parent Company. The balance consists of invoices to be received amounting to EUR 30,073 thousand (EUR 22,923 thousand as at 30 June 2016).

This item includes payables to sports agents totaling EUR 26,807 thousand (EUR 24,709 thousand as at 30 June 2016), of which EUR 20,647 thousand (EUR 14,620 thousand as at 30 June 2016) are for invoices to be received. Specifically, they consist of outstanding debts for fees that are not conditional upon the players staying with the Company for EUR 22,839 thousand (EUR 20,008 thousand as at 30 June 2016) and of outstanding debts for fees that are conditional upon the players staying with the Company for EUR 3,968 thousand (EUR 4,701 thousand as at 30 June 2016).

The maximum commitments arising from contracts with sports agents, with conditional fees, amount to a total of EUR 18,973 thousand (EUR 15,276 thousand as at 30 June 2016), as set out in the following table:

Fees to sports agents	(Amounts in thousands of EUR)	Amounts in thousands of EUR)
	30.06.17	**30.06.16**
- 2016-2017 sporting season	-	5,239
- 2017-2018 sporting season	6,018	4,221
- 2018-2019 sporting season	5,572	3,286
- 2019-2020 sporting season	4,106	2,115
- 2020-2021 sporting season	2,297	415
- 2020-2021 sporting season	980	-
Totals	**18,973**	**15,276**

These commitments take into account the transactions completed in the summer session of the Trading Campaign, after the end of the financial year in question, and are determined on the basis of current contracts, assuming that all the players stay with the Company. Therefore, they are the maximum amounts theoretically due. The sustainability of these commitments is guaranteed by the insignificant amounts involved, considering the expected value of the revenues generated in the said financial year.

Payables towards merchandising – advertising suppliers amounting to EUR 8,021 thousand (EUR 7,926 thousand as at 30 June 2016) are for goods supplied for the AS Roma Store's commercial activities and the development of marketing and sponsorship activities. The balance includes an amount of EUR 1,830 thousand (EUR 2,305 thousand as at 30 June 2016) for invoices that are to be received.

Payables towards parent companies amounting to EUR 6 thousand (EUR 377 thousand as at 30 June 2016) concern financial services (premiums on guarantees that had been issued) rendered by NEEP Roma Holding in the financial year. It should be noted that the balance as at 30 June 2016, amounting to EUR 377 thousand, was due to trade payables totaling EUR 73 thousand relating to the ongoing Service agreement with Neep Roma Holding S.p.A. and, for EUR 304 thousand, for services rendered by the US parent company ASR SPV LLC.

Payables towards related companies amount to EUR 1,536 thousand (EUR 2,091 thousand as at 30 June 2016), of which EUR 1,249 thousand (EUR 1,166 thousand as at 30 June 2016) are for payables towards AS Roma Real Estate S.r.l. for rent to be paid for the Trigoria Real Estate Complex (i.e. the outstanding amount due for the second half of 2017). The outstanding amount of EUR 287 thousand relates to AS Roma SPV GP, LLC for EUR 204 thousand for a strategic management consulting agreement in force and to Raptor Group Holdings LP for EUR 83 thousand for rebilling costs incurred by the Parent Company. In the previous financial year, the amount of EUR 925 thousand to Raptor Group was included in the balance for commercial activities connected with the use of the e-commerce platform carried out in favor of Soccer SAS.

18. SHORT TERM BORROWINGS

Short-term loans amounting to EUR 29,346 thousand (EUR 34.021 thousand as at 30 June 2016) recorded a net decrease of EUR 4,675 thousand in the financial year in question, mainly due to the lower short-term portion of the loan signed with Goldman Sachs International and Unicredit (*Facility Agreement*), which were partially offset against the increase in other credit lines.

(Amounts in thousands of EUR)	**30.06.17**	**30.06.16**	**Changes**
Bank loans	22,941	17,964	4,977
Facility Agreement Loan	5,287	13,391	(8,104)
Factoring advances	-	2,503	(2,503)
Credit cards	1,118	163	955
Total	**29,346**	**34,021**	**(4,675)**

Bank loans amounting to EUR 22,941 thousand (EUR 17,964 thousand as at 30 June 2016) consist of:

- EUR 22,792 thousand (EUR 17,879 thousand as at 30 June 2016) of payables towards leading banks as a result of current account overdrafts granted and paid at current market conditions, up by EUR 4,914 thousand, in the financial year;

- EUR 101 thousand (EUR 40 thousand as at 30 June 2016) of payables on account of loans falling due within 12 months granted in June 2015 and in March 2017 by the *Istituto per il Credito Sportivo* [Italian Bank for Sports Funding], used for renovating the Trigoria Sports Center, as described in more detail in the corresponding item of non-current liabilities, to which reference is be made;

- EUR 48 thousand (EUR 45 thousand as at 30 June 2016) for the short-term portion of the loan granted in December 2014 by MPS Leasing & Factoring for the purpose of acquiring, under a finance lease agreement, the Company Bus used by the first team. During the financial year in question, 12 monthly instalments were regularly paid and, overall, 30 instalments were paid from the date on which the loan was made available, in addition to the initial maxi-instalment. Therefore, 30 monthly instalments still have to be paid, such payment ending in December 2019.

Facility Agreement Financing totaling EUR 5,287 thousand (EUR 13,391 thousand as at 30 June 2016) relates to the current portion of the loan signed with Goldman Sachs and UniCredit that has been disbursed to the subsidiary ASR Media and Sponsorship S.r.l. as part of the refinancing of the AS Roma Group described above. The decrease of EUR 8,104 thousand recorded in the financial year is attributable to the repayments made in the period, the new determination of the portion falling due beyond 12 months, following the Group debt refinancing, and ascertaining the interest accrued at the end of the financial year.

Factoring advances, totaling EUR 2,503 thousand as at 30 June 2016, related to the financial advance received in May 2016 from factoring companies for the assignment with recourse of the existing receivable to a football team for the transfer of a long term rights to player services. This payable was fully paid during the financial year following the due collection of the underlying trade receivables assigned.

Credit cards totaling EUR 1,118 thousand (EUR 163 thousand as at 30 June 2016) related to payments of services provided at year-end through corporate credit cards issued by leading industry players, which were subsequently settled after 30 June 2017 under the contractually agreed payment terms and conditions.

19. TAX-RELATED PAYABLES

Tax-related payables amounted to EUR 7,735 thousand (EUR 17,842 thousand as at 30 June 2016), with a net decrease of EUR 10,107 thousand recorded in the financial year, and consisted of:

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
Current IRPEF	4,852	6,400	(1,540)
Current VAT	-	5,774	(5,774)
VAT in instalments	66	460	(394)
IRAP	2,817	5,208	(2,706)
Total	**7,735**	**17,842**	**(10,107)**

- **Current IRPEF** amounting to EUR 4,852 thousand (EUR 6,400 thousand as at 30 June 2016), for taxes on remunerations withheld by tax substitutes at the end of the year and paid after the financial year had closed;

- **Current VAT**: totaling EUR 5,774 thousand as at 30 June 2016, related to the payable accrued in the last part of the previous financial year, which was paid at the beginning of the financial year. The tax was duly paid, directly, in the first half of the year, while since January 2017 the company, by joining the Group VAT settlement procedure, is currently settling the VAT payments with the parent company NEEP Roma Holding S.p.A., together with the other related entities.

- **VAT in instalments**: during the previous financial year, payment in instalment was obtained for the outstanding amount in connection with the tax demand served in November 2015 relating to the VAT 2000 dispute, which has been already commented in this report under the item "Provisions for tax-related risks" (to which reference is made), in relation to which a tax relief was obtained and an advance payment made. The outstanding debt, totaling EUR 591 thousand, plus interest and expenses, was divided into 18 monthly installments, starting from 29 March 2016. As at 30 June 2017 the first 16 installments had been duly paid and accordingly an amount of EUR 66 thousand was outstanding, which was duly paid in 2 monthly installments in July and August 2017.

- **Current IRAP** totaling EUR 2,817 thousand (EUR 4,761 thousand as at 30 June 2016) of which EUR 6,522 thousand (EUR 7,700 thousand as at 30 June 2016) was due for taxes accrued by the Group in the current financial year, net of advances regularly paid amounting to EUR 3,796 thousand (EUR 3,000 thousand as at 30 June 2016). It should be noted that after the financial year end another tax advance was made for a total amount of EUR 2,772 thousand;

  In light of the payment (also in instalments) of current taxes and withholding taxes, there are no tax payables due at the date of this report.

20. PAYABLES TOWARDS SOCIAL SECURITY AUTHORITIES

Social security contributions and withholding taxes paid on behalf of employees and other staff, together with the share due from the Company, have been duly paid in accordance with the law. The balance as at 30 June 2017 amounted to EUR 1,221 thousand (EUR 985 thousand as at 30 June 2016), increased by EUR 236 thousand in the financial year in question, as set out in the following table.

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
INPS	1,153	934	219
Others (Previndai-Inpgi-Inail-Casagit)	68	51	17
Total	**1.221**	**985**	**236**

The payable towards INPS amounting to EUR 1,153 thousand (EUR 934 thousand as at 30 June 2016) was up by EUR 219 thousand in the financial year in question, of which EUR 576 thousand was for contributions accrued at end of the year for deferred salaries (holidays and Christmas bonuses). The outstanding amount of EUR 577 thousand was for contributions accrued in June that were duly paid in July.

21. OTHER LIABILITIES

Other liabilities amounting to EUR 46,045 thousand (EUR 49,449 thousand as at 30 June 2016), down by EUR 3,404 thousand in the financial year, were mainly due to the lower impact of deferred income.

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
Payables towards employees and Club members personnel	22,534	21,048	1,486
Payables towards other stuff	12	176	(164)
Payable to C.O.N.I.	849	1,291	(442)
Remuneration to Corporate Bodies	375	396	(21)
Advance payments for assignment of receivables without recourse	3,641	849	2,792
Payables towards parent companies	7,065	2,606	4,459
Payables towards related companies	112	-	112
Advances from customers and other payables	10	424	(414)
Payables towards FAIFC	81	95	(14)
Insurance premiums	1,506	1,304	202
Security deposits	110	112	(2)
Other payables	94	5	89
Deferred income	9,656	21,143	(11,487)
Total	**46,045**	**49,449**	**(3,404)**

Payables towards employees and Club members personnel, amounting to EUR 22,534 thousand (EUR 21,048 thousand as at 30 June 2016), up by EUR 1,486 thousand during the financial year, were composed of:

- EUR 19,847 thousand (EUR 18,236 thousand as at 30 June 2016) by way of salaries owed to Club members personnel for the month of June 2017 and individual bonuses accrued in the sporting season under review upon reaching predetermined sporting goals;

- EUR 2,687 thousand (EUR 2,812 thousand as at 30 June 2016) by way of salaries owed to management, administrative and headquarters Personnel, of which EUR 501 thousand (EUR 1,264 thousand as at 30 June 2016) for the month of June 2017 and EUR 2,186 thousand (EUR 1,548 thousand as at 30 June 2016) for vacations and a portion of the 13th monthly salary and other deferred salaries accrued at the end of the year.

Payables towards CONI Servizi amounting to EUR 849 thousand (EUR 1,291 thousand as at 30 June 2016) for fees to be paid for the right to use the Stadio Olimpico for home games, as well as the expenses for lighting the facilities and claims for damage caused by fans to the stadium facilities and other services accrued at the end of the year, of which 462 thousand EUR for invoices to be received.

Payables towards Corporate Bodies totaling EUR 375 thousand (EUR 396 thousand as at 30 June 2016), for outstanding fees due to independent directors, as approved by the Board of Directors on 28 October 2014.

Payables for the assignment of receivables without recourse amounting to EUR 3,641 thousand (EUR 849 thousand as at 30 June 2016) due for the non-recourse assignment to leading banks, which took place in the financial year in question and in the previous financial year, of the surplus of the trading campaign consisting in the purchase and sale in Italy of long term rights to player services authorized by the Serie A Football League. More specifically, the said surplus recorded in the accounts consists in the accruing portion of VAT that is to be paid for assigned invoices that are receivable and payable to the Parent Company in connection with market transactions, which will be issued and received by football teams in the 2017-2018 football season as they fall due, in compliance with the FIGC [Italian Football Federation] regulations.

Payables towards parent companies amounting to EUR 7,065 thousand (EUR 2,606 thousand as at 30 June 2016), of which EUR 3,162 thousand (2,606) are due to Neep Roma Holding company for the transfer of MediaCo's IRES payable accrued during the financial year as part of the national consolidation, and EUR 3,903 thousand for the VAT balance payment, due as a result of having joined the Group's VAT settlement since January 2017.

Payables towards related parties amounting to EUR 112 thousand, not recorded in the last financial year, refer to the VAT balance payment towards Real Estate for EUR 5 thousand, towards StadCo for EUR 105 thousand, and for EUR 2 thousand to Brand Management, by virtue of joining the Group VAT settlement procedure.

Advances from customers and other payables, amounting to EUR 10 thousand (EUR 424 thousand as at 30 June 2016), are down by EUR 414 thousand, due to the payment of the settlement amount for a labor dispute with a former employee, which was settled in the year in question.

Payables for Insurance premiums amounting to EUR 1,506 thousand (EUR 1,304 thousand as at 30 June 2016) refer to the premium due for the last instalment paid for the financial year in question, which has increased on account of the higher insured limits and the balance payment due from the Company for premiums to be settled that were communicated at the end of the year by the insurance company, as well as on account of Club members personnel being inserted into, and excluded from, the insurance coverage during the course of the whole financial year.

Deferred income amounting to EUR 9,656 thousand (EUR 21,143 thousand as at 30 June 2016), down by EUR 11,487 thousand during the financial year, essentially on account of the absence of prepayments for audio-visual rights amounting to EUR 13,234 thousand as at 30 June 2016, relating to invoicing in advance to the radio and television broadcasters, at the end of the previous financial

year, of the first instalment of the audiovisual rights for the 2016-2017 season, based on the periodic indications of the Serie A Football League.

(Amounts in thousands of EUR)	30.06.17	30.06.16	Changes
Audio-visual rights	-	13,234	(13,234)
Stadium season tickets	5,062	5,238	(176)
Summer friendly matches	810	-	810
Sponsorships	2,586	1,574	1,012
Library AS Roma	88	88	-
Marketing, licensing and merchandising	966	946	20
Other deferred income	144	63	81
Total	**9,656**	**21,143**	**(11,487)**

- **Stadium season tickets**, amounting to EUR 5,062 thousand (EUR 5,238 thousand as at 30 June 2016) refer to the proceeds for stadium season tickets for the Serie A championship home matches to be played in the 2017-2018 football season.

- **Summer friendly matches** amounted to EUR 810 thousand on account of the early invoicing of the first and second instalments (50%) of the fee for participating in the ICC 2017 Tournament played in the USA in July 2017 on the basis of the agreement signed on 10 May 2017.

- **Sponsorships** amounting to EUR 2,586 thousand (EUR 1,574 thousand as at 30 June 2016) for income paid by Nike with reference to the technical sponsorship revenues for the sports season 2017-2018 were invoiced in advance in accordance with the technical sponsorship contract executed in 1 June 2014.

- **The Library AS Roma** amounting to EUR 88 thousand (EUR 88 thousand as at 30 June 2016) relates to the short-term portion of the income to be paid by RAI for the non-exclusive use for a period of 99 years of the so-called AS Roma Library, as already reported in the corresponding item of Non-current liabilities.

- **Merchandising, licensing and marketing** amounting to EUR 966 thousand (EUR 946 thousand as at 30 June 2016) relate to invoicing in advance by Soccer SAS, based on the contracts that have been signed. They are mainly composed of prepaid royalties for EUR 834 thousand (EUR 699 thousand as at 30 June 2016) and promotional and advertising proceeds for 132 thousand (EUR 247 thousand as at 30 June 2016).

- **Other deferred income,** amounting to EUR 144 thousand (EUR 63 thousand as at 30 June 2016), up by EUR 81 thousand in the financial year, relates to revenues, generated in advance, for summer camps held in July for EUR 109 thousand (EUR 61 thousand, as at 30 June 2016); for EUR 34 thousand (EUR 1 thousand as at 30 June 2016) from the prepayment of other income.

CONSOLIDATED PROFIT AND LOSS ACCOUNT

Before going on to comment on the individual balance sheet lines, it should be noted that the analysis of the economic and operational performance of the A.S. Roma Group is also described in the consolidated Management Report, to which reference is made.

OPERATING REVENUES

Consolidated operating revenue, net of the profits/losses for the result of players activity, amount to EUR 175,000 thousand (EUR 219,429 thousand as at 30 June 2016), down by EUR 44,429 thousand in

the financial year in question, mainly on account of not participating in the group stage of the UEFA Champions League.

	Financial year 30 06 2017		Financial year 30 06 2016	
	EUR/000	%	EUR/000	%
Revenues from matches	**35,252**	**20.1%**	**52,138**	**23.8%**
Other Revenues from Sales and Services	**8,056**	**4.6%**	**5,405**	**2.4%**
Sponsorships	5,397	3.1%	5,064	2.3%
Television and image rights	105,573	60.3%	133,459	60.8%
Advertising proceeds	10,831	6.2%	10,633	4.8%
Other proceeds	9,891	5.7%	12,730	5.8%
Other revenues and proceeds	**131,692**	**75.3%**	**161,886**	**73.8%**
Total Operating Revenues	**175,000**	**100.0%**	**219,429**	**100.0%**

22. REVENUES FROM MATCHES

Revenues from matches totaled EUR 35,252 thousand and were 20% of the operating revenues recorded in the financial year (EUR 52,138 thousand as at 30 June 2016), for ticketing, season tickets and other proceeds, thus recording a net decrease of EUR 16,886 thousand, mainly due to not taking part in the group stage of the UEFA Champions League tournament and the lower profitability from participation in the UEFA Europa League.

(Amounts in thousands of EUR)	30.06.17			30.06.16		
	At home	Away	Total	At home	Away	Total
Serie A Championship	10,288	-	10,288	9,531	-	9,531
UEFA Champions League	4,192	-	4,192	28,959	-	28,959
UEFA Europa League	8,460	-	8,460	-	-	-
Youth League	56	-	56	85	-	85
Tim Cup	1,853	332	2,185	125	-	125
Friendly matches	109	877	986	590	3,189	3,779
Total ticketing	**24,958**	**1,209**	**25,177**	**39,290**	**3,189**	**42,479**
Championship Season Tickets	9,085	-	9,085	9,659	-	9,659
Total	**34,043**	**1,209**	**35,252**	**48,949**	**3,189**	**52,138**

The tickets sold during the sports season for home games were distributed in the following manner in the various football competitions:

Football competition	30.06.17	30.06.16
Serie A Championship	264,474	220,060
UEFA Champions League	31,997	178,846
UEFA Europa League	80,317	-
TIM Cup	83,648	6,370
Friendly matches	12,187	32,448
Total	**472,623**	**437,724**

The number of tickets sold for the Italian Serie A Championship is on the whole up, compared to the previous year. On the other hand, less supporters are going to the European matches, because they are not part of the UEFA Champions League, and the UEFA Europa League, which is considered less prestigious. The number of spectators of the TIM Cup is up due the higher number of matches played. More specifically, the official matches played during the financial year were as follows:

	30.06.2017			30.06.2016		
	Home	Away	Total	Home	Away	Total
Serie A TIM Championship	19	19	38	19	19	38
UEFA Champions League	1	1	2	4	4	8
UEFA Europa League	5	5	10	-	-	-
TIM Cup	3	1	4	1	-	1
Totals	**28**	**26**	**54**	**24**	**23**	**47**

The proceeds from the Serie A Championship, consisting of the sale of individual tickets amounting to EUR 19,373 thousand (EUR 19,190 thousand as at 30 June 2016), recorded an overall net increase of EUR 183 thousand.

Serie A Championship Ticketing revenues totaling EUR 10,288 thousand (EUR 9,531 thousand as at 30 June 2016), up by EUR 757 thousand on the previous year.

Serie A Championship Season Ticket revenues totaling EUR 9,085 thousand (EUR 9,659 thousand as at 30 June 2016) included revenues from Premium Seats season tickets, down by EUR 574 thousand on the previous year. There were 18,983 season ticket holders, compared to 24,157 in the 2015-2016 football season.

International Matches revenues totaling EUR 12,708 thousand (EUR 28,959 thousand as at 30 June 2016), down by EUR 16,251 thousand in the financial year in question, consisted of taking part in the UEFA Champions League (UCL) preliminaries, for EUR 4,192 thousand, compared to EUR 28,959 thousand in the previous year, following playing in the group tournament and the round of 16 with Real Madrid. The proceeds generated from taking part in the UCL consist of Participation bonuses totaling EUR 3,000 thousand (EUR 12,000 thousand as at 30 June 2016) and ticket sales totaling EUR 1,192 thousand (EUR 8,459 thousand). It should be noted that additional proceeds were generated in the previous financial year, totaling EUR 3,000 thousand for Performance bonuses and EUR 5,500 thousand for qualifying the round of 16.

Participation in the UEFA Europa League (UEL) has generated proceeds amounting to EUR 8,460 thousand, of which EUR 2,600 thousand from the Participation bonus and EUR 3,413 thousand from the Performance bonus, as well as EUR 2,447 thousand for ticket office receipts.

Finally, the balance includes proceeds amounting to EUR 56 thousand (EUR 85 thousand as at 30 June 2016) generated from the Youth team's participation in the Youth League Tournament organized by UEFA as a side-show for the major competition.

TIM Cup revenues totaling EUR 2,185 thousand (EUR 125 thousand as at 30 June 2016), were up during the financial year due to the greater number of home matches played (3 rounds in the 2016-2017 season, compared to one round in the previous year) and derive from playing the round of 16 with UC Sampdoria, the quarterfinals with FC Cesena and the semifinal with SS Lazio.

Friendly match revenues totaling EUR 986 thousand (EUR 3,779 thousand as at 30 June 2016), were down by EUR 2,793 thousand in the financial year and derive from participation in the summer tour in the USA and Canada and at "Festa Famiglia", at home with San Lorenzo. In the previous financial year, proceeds were generated from participating in the Guinness Cup in Australia and playing matches abroad with Barcelona, Valencia and Sporting Lisbon.

23. OTHER REVENUES FROM SALES AND SERVICES

Other revenues from sales and services amounting to EUR 8,056 thousand (EUR 5,405 thousand as at 30 June 2015) and 5% of consolidated revenues were up by EUR 2,651 thousand compared to the previous year and are related to commercial activities conducted by Soccer SAS. More specifically, Merchandising activities resulted in achieving income for EUR 5,728 thousand (EUR 3,366 thousand as at 30 June 2016), income from Royalties and Licensing amounting to EUR 2,328 thousand (EUR 2,039 thousand as at 30 June 2016).

24. OTHER REVENUES AND INCOME

Other Revenues and income amounting to EUR 131,692 thousand (EUR 161,886 thousand as at 30 June 2016) - which was 75% of operating revenues - recorded a decrease of EUR 30,194 thousand when compared to the previous year, mainly due to lower revenues generated from television rights and sundry proceeds. There were changes to the way in which the single components contributed to forming such revenues. More specifically, they consisted of:

(Amounts in thousands of EUR)	30.06.17	30.06.16
Sponsorship proceeds	5,397	5,064
Proceeds from television rights	105,573	133,459
Advertising proceeds	10,831	10,633
Revenues and other proceeds	9,631	12,730
Total	**131,692**	**161,886**

Sponsorships proceeds amounting to EUR 5,397 thousand (EUR 5.064 thousand as at 30 June 2016) relate to sponsorship fees paid by NIKE, by virtue of the ten-year contract executed in August 2013 (and with effect from 1 June 2014).

Proceeds from the licensing of broadcasting rights totaling EUR 105,573 thousand (EUR 133,459 thousand as at 30 June 2016), down by EUR 27,886 thousand on the previous year, are mainly generated from not having taken part in the UEFA Champions League.

(Amounts in thousands of EUR)	30.06.17	30.06.16
Serie A LNP – Serie A Championship rights	73,057	70,281
Serie A LNP – TIM Cup rights	4,892	2,651
UEFA Television Rights	18,814	51,917
Roma TV	2,484	2,430
AS Roma Library	4,138	4,138
Ancillary proceeds from the championship	2,093	1,930
Other minor audio-visual rights	95	112
Totals	**105,573**	**133,459**

- Serie A LNP – Serie A Championship rights amounting to EUR 73,057 thousand (EUR 70,281 thousand as at 30 June 2016), up by EUR 2,776 thousand, substantially following the contractually provided increase in audio-visual rights managed in a centralized form by the Serie A LNP. The proceeds paid to AS Roma, which are set out in the following table and are broken down by broadcaster, are determined on the basis of the notices received from time to time by the Serie A League.

(Amounts in thousands of EUR)	30.06.17	30.06.16
SKY Italia	20,766	20,340
RTI Italian Television Networks	34,253	33,152
Media Partner & Silva	10,691	9,787
RAI	872	723
Serie A League	6,140	5,835
Other television rights	335	444
Totals	**73,057**	**70,281**

- Serie A LNP – TIM Cup rights amounting to EUR 4,892 thousand (EUR 2,651 thousand as at 30 June 2016) are paid and marketed in a centralized form by the Serie A Football League, up by EUR 2,241 thousand in the year in question, following the higher number of matches played in the football season in question.

- UEFA Audio-Visual Rights amounting to EUR 18,814 thousand (EUR 51,917 thousand as at 30 June 2016), are paid for participation in the UEFA Europa League (UEL) and the UEFA Champions League (UCL), down EUR 33,103 thousand, substantially due to not playing in the UEFA Champions League group tournament. Specifically, they relate, for EUR 10,612 thousand (EUR 51,821 thousand as at 30 June 2016), to proceeds paid for playing the Champions League preliminaries against Porto and, for EUR 8,202 thousand, to proceeds deriving from participation in the UEFA Europa League, up to the round of 16. It should be noted that in the previous financial year the UEL surplus had been notified by UEFA and at the same time accounted for EUR 3,956, relating to the adjustment of the 2014-2015 football season.

- *Roma TV* proceeds amounting to EUR 2,484 thousand (EUR 2,430 thousand as at 30 June 2016) were paid prevalently by Sky Italia and RAI for direct broadcasting the said channel, which started in 2011. A.S. Roma took over the broadcasting agreement that had previously been executed with Rai S.p.A.

- *AS Roma Library* proceeds amounted to EUR 4,138 thousand (EUR 4,138 thousand as at 30 June 2016), of which EUR 4,050 thousand (EUR 4,050 thousand as at 30 June 2016) were fees paid by SKY Italia and, as far as the balance is concerned, EUR 88 thousand (EUR 88 thousand as at 30 June 2016) were fees paid by Rai when acquiring the Library rights in 2007.

- Ancillary proceeds from the championship amounted to EUR 2,093 thousand (EUR 1,930 thousand as at 30 June 2016), of which EUR 1,645 thousand (EUR 1,537 thousand as at 30 June 2016) paid by the Italian Football League for access to the television rights for the Serie A Championship and Tim Cup for the 2016-2017 Football Season, for corresponding costs totaling EUR 765 thousand (EUR 765 thousand as at 30 June 2016) posted in the accounts as Other operating charges. The outstanding amount of EUR 448 thousand relates to income earned by Soccer Sas as a result of selling the television rights and ancillary services to television broadcasters.

Advertising proceeds amounting to EUR 10,831 thousand (EUR 10,633 thousand as at 30 June 2016), up by EUR 198 thousand in the financial year in question, refer to advertising revenue generated by Soccer Sas mainly from the Premium Seats Corporate service and the sale of advertising space at the Olympic Stadium when the first team's home matches are played.

Other revenues and income amounting to EUR 9,891 thousand (EUR 12,730 thousand as at 30 June 2016), recorded a decrease of EUR 2,839 thousand in the financial year in question, which were essentially attributable to the lower impact of non-recurring income.

(Amounts in thousands of EUR)	**30.06.17**	**30.06.16**
Italian Football League proceeds	2,206	1,950
Insurance indemnities for footballers' injuries	2,052	3,675
Recharges and related entities	464	386
Adjustment of payables to football teams	-	2,158
Withholding tax transferred by Soccer SaS	23	83
AS Roma Camp	308	262
Summer retreats	325	325
Football school	480	384
Organization of sports events	18	17
Charges for sports equipment	216	194
Use of risk funds	583	0
Contingent assets	2,218	801
UEFA European Championship 2016	0	1,500
International away match tickets	167	375
Away Supporter Card	153	208
Other proceeds	679	412
Total	**9,891**	**12,730**

Serie A LNP Proceeds amounting to EUR 2,206 thousand (EUR 1,950 thousand as at 30 June 2016), up by EUR 256 thousand in the financial year, concerned AS Roma's portion of the ancillary collective non-audio-visual revenues paid to Serie A teams on the basis of pre-established parameters.

Insurance indemnities amounting to EUR 2,052 thousand (EUR 3,675 thousand as at 30 June 2016), down by EUR 1,623 thousand during the financial year in question, consisted in compensation determined by the insurance company during the financial year in question, and subsequently paid.

Recharges made to related entities amounting to EUR 464 thousand (EUR 386 thousand as at 30 June 2016) consisted in shifting onto AS Roma SPV LLC the expenses incurred in designing and building the new football stadium, amounting to EUR 336 thousand in the previous financial year. It should be noted that the balance as at 30 June 2016 included the amount of EUR 50 thousand for recharge of costs incurred by A.S. Roma Real Estate, for the Trigoria Real Estate Complex management charges, leased by it.

Provisions for use of risks reserves, amounting to EUR 583 thousand were made for the adjustment of the risks reserves in connection with any severance indemnity changes for Club members .

Tickets for international matches totaling EUR 167 (375) thousand consisted of the sale, without mark-ups, of match tickets to our supporters for UEFA Champions League and Europa League away games, the corresponding cost of which has been recorded in Other management charges.

Contingent assets amounting to EUR 2,218 thousand (EUR 801 thousand as at 30 June 2016), up by EUR 1,417 thousand in the financial year related to the favorable outcome of settlements with suppliers and statute-barred operating debts or to the greater amount of proceeds accrued in previous years. The balance also includes the excess IRAP taxes assessed in the previous year for EUR 48 thousand compared to the calculation in the submitted statement.

It should be noted that there were UEFA Proceeds in the previous financial year amounting to EUR 1,500 thousand, determined in connection with convening our players and for their participation in the respective national teams in the 2016 European Championship played in France. UEFA announced during the financial year the final amount which resulted in an adjustment of EUR 625 thousand, which is classified in the corresponding proceeds from the "Management of Footballers".

Furthermore, as at 30 June 2016 proceeds were recorded for Adjustment of payables to football teams, amounting to EUR 2,158 thousand, due to the factoring without recourse, to leading banks, of the credit balance of the ongoing Transfer Campaign at the end of the previous financial year, with the Serie A Football League. Specifically, the balance was calculated on the basis of the settlement value of the payables relating to the 2017-2018 football season transferred to the factor in August 2016.

OPERATING COSTS

Operating costs, net of amortizations and write-downs, and the profits/loss from the Player's activities, amounted to EUR 209,807 thousand (EUR 217,308 thousand as at 30 June 2016), down by EUR 7,501 thousand (3.5%), when compared with the previous year. The changed impact of the various components is analyzed below.

25. PURCHASES OF RAW MATERIALS AND CONSUMABLES

Amounting to EUR 6,813 thousand (EUR 5,349 thousand as at 30 June 2016), include purchases of raw materials and consumables amounting to EUR 7,149 thousand (EUR 4,686 thousand as at 30 June 2016), and positive changes in inventories amounting to EUR 336 thousand (negative for EUR 663 thousand as at 30 June 2016). The purchases are in total EUR 2.463 thousand higher than in the previous year and composed as follows:

(Amounts in thousands of EUR)	30.06.17	30.06.16
Sports clothing and technical materials	1,799	1,859
Club uniforms and other assets	600	569
Goods and products to be sold	3,970	1,587
Sundry consumer material	791	671
Total purchases	**7,149**	**4,686**
Change in inventories	(336)	663
Total consumables	**6,813**	**5,349**

Purchases of sports clothing and technical equipment totaling EUR 1,799 thousand (EUR 1,859 thousand as at 30 June 2016), down by EUR 60 thousand, mainly refer to the technical sponsor NIKE providing sports clothing and technical equipment to all of the AS Roma teams, starting from the 2014-2015 season.

The purchases of club uniforms, amounting to EUR 600 thousand (EUR 569 thousand as at 30 June 2016) consist of goods supplied by the sponsor *Philipp Plein* as a result of the ongoing commercial agreements with the subsidiary Soccer SAS.

The purchases of goods and products to be marketed, amounting to EUR 3,970 thousand (EUR 1,587 thousand as at 30 June 2016), showed significant increase for EUR 2,383 thousand due to the commercial policies adopted which provided for, *inter alia*, the opening of a major new store in the

center of Rome in July 2016. Taking into account the change in inventories, positive by EUR 336 thousand (negative by EUR 663 thousand as at 30 June 2016), the consumption of products intended for the retail market grew in the two years being compared, amounting to a total of EUR 3,634 thousand (EUR 2,250 thousand as at 30 June 2016).

26. COSTS FOR SERVICES

Equal to EUR 42,464 thousand (EUR 43,739 thousand, as of 30 June 2016), a decrease of EUR 1.275 thousand from the previous financial year, which are composed as follows (the analysis includes in brackets the corresponding figures as of 30 June 2016):

(Amounts in thousands of EUR)	**30.06.17**	**30.06.16**
Costs for Club members	1,462	1,508
Costs for sports activities	4,844	4,527
Specific technical costs	4,948	5,863
Costs for accommodation and board, transportation and away matches	1,554	1,897
Insurance costs	5,566	4,725
Administrative and general costs	18,697	20,138
Advertising and advertising costs	5,393	5,081
Total	**42,464**	**43,739**

Costs for Club members, equal to EUR 1,462 thousand (EUR 1,508 thousand, as at 30 June 2016), concern costs for training and training camps and touring for the first team and the youth sector. These costs essentially relate to the Summer Tour of the first team, which took place in the United States and in Canada, and the training camp in Pinzolo.

Costs for sports activities, equal to EUR 4,844 thousand (EUR 4,527 thousand, as of 30 June 2016), increased by EUR 317 thousand in the current financial year, made up of:

- costs for organizing matches, equal to EUR 1,765 (1,439) thousand, with a decrease of EUR 711 thousand in the current financial year, which comprise: EUR 784 thousand (EUR 1,116 thousand, as at 30 June 2016) for fees paid to Ticket One, for ticketing and subscription services for matches and for the management of fan cards; EUR 142 thousand (EUR 134 thousand, as at 30 June 2016), for damages caused by supporters to the Stadio Olimpico in Rome, during the home matches played by the first team; other costs for organizing matches for EUR 647 (22) thousand ; Vigili del Fuoco (Fire Department) for EUR 192 (167) thousand, during the home matches played by the first team;
- for EUR 1,342 thousand (EUR 1,204 thousand, as at 30 June 2016) for costs for Stewards mainly to assist supporters, access supervision and monitoring of the Stadio and Trigoria and for ticketing services performed at the Stadio.
- costs for maintenance of sports fields, equal to EUR 327 thousand (EUR 195 thousand as at 30 June 2016), up by EUR 132 thousand in the current financial year. In addition to the normal maintenance of the fields and the green areas of the Trigoria Sports Center, a non-recurring expense of EUR 134 thousand is recorded for the sports facilities located in Tre Fontane, used by the youth sector. This cost was passed for 50% on the lessor of the facilities.
- costs for schooling and school activity for the soccer players playing in the youth sector, equal to EUR 126 thousand (EUR 98 thousand as at 30 June 2016);
- medical treatments and health care equal to EUR 1,284 thousand (EUR 1,591 thousand, as at 30 June 2016);

Specific technical costs, equal to EUR 4,948 thousand (EUR 5,863 thousand, as at 30 June 2016), down by EUR 915 thousand in the current financial year, comprising as follows:

- technical and sports consultancies and technical collaborations, equal to EUR 3,514 (3,067) thousand, increased by EUR 417 thousand, for professional work performed by sports consultants and not conditioned on the continuation footballers' registration;

- costs for research and monitoring of footballers, equal to EUR 450 (476) thousand;
- management and organization of Summer Camps and Football School, equal to EUR 44 (159) thousand;
- associated Football Schools, equal to EUR 106 (53) thousand;
- salaries to collaborators of the First team, coaches and collaborators of the youth sector, equal to EUR 834 (908) thousand.

It should be noted that, in the previous financial year, the fees paid to third parties for using the players' image rights, amounting to EUR 1,200 thousand, were included in the balance.

Costs for board, accommodation and transportation, equal to EUR 1,554 thousand (EUR 1,897 thousand, as at 30 June 2016), down by EUR 343 thousand in the current financial year, are primarily related to costs for away matches played by the First Team and for the Serie A Championship and participation in the UEFA Tournaments.

Insurance Costs, equal to EUR 5,566 thousand (EUR 4,725 thousand, as at 30 June 2016), increased by EUR 841 thousand in the current financial year, due to the higher value of the insured corporate assets, relate, for EUR 5,047 (4,315) thousand, to (life, sports injury and health care) insurance on the corporate assets, consisting mainly of the footballer pool, including the Youth Sector, and, in the amount of EUR 519 (410) thousand, different insurance policies, primarily concerned with insurance coverage for the facilities of Trigoria and Olimpico, for Steward staff, for those participating in the Summer Camps, Managers, Medical Staff, employees and collaborators, of which EUR 114 thousand relating Soccer SAS.

Management and general costs, equal to EUR 18,697 thousand (EUR 20,138 thousand, as at 30 June 2016), down by EUR 1,441 thousand in the current financial year, made up as follows:

(Amounts in thousands of EUR)	**30.06.17**	**30.06.16**
Consultancy and professional services	6,171	6,630
Professional consultancy for commercial services	660	713
Headquarters staff	10	49
Costs for post, telephone and other utilities	531	523
Surveillance costs	191	200
Maintenance – management of company headquarters and sports center	1,408	1,611
Maintenance and management of hardware, software and internet website	1,659	1,775
Costs for company and stock exchange meetings	108	182
Transportation and away matches	2,045	1,778
Payments to the Board of Directors	175	1,354
Costs for auditing procedure	223	234
Payments to the Statutory Auditors / O.D.V.	119	119
Costs for additional *Roma TV* services	410	360
Production costs for *Roma TV* and *Roma Radio*	4,696	4,130
Costs for the Stadio's Call Center and other interim services	30	124
Other general and administrative costs	261	356
Total	**18,697**	**20,138**

Costs for professional consultancy, equal to EUR 6,171 (6,630) thousand, down by EUR 459 thousand, include, among other things, fees paid to external consultants, in the amount of 4,431 (4,919), including the payment to AS Roma SPV GP LLC, for strategic and management consulting, equal to EUR 886 (1,237) thousand, and fees paid to NEEP Roma Holding, in the amount of EUR 66 (60) thousand, for Corporate services totaling EUR 60 (60) thousand and financial services, amounting to EUR 6 thousand, provided by the parent company. The entry also includes legal and notary fees in the amount of EUR 907 (756) thousand; insurance, IT, tax and employment consulting and costs for photographers equal to EUR 833 (955) thousand.

Professional consultancy for commercial services, equal to EUR 660 thousand (EUR 713 thousand as at 30 June 2016), also include fees paid to agents and intermediaries and royalties relating to the commercial activities of Soccer SAS s.

Costs for maintenance and management of hardware, software and the internet website, equal to EUR 1,659 thousand (EUR 1,775 thousand, as at 30 June 2016), of which EUR 526 (598) thousand concern Soccer SAS, and specifically relate to costs for assistance, maintenance and management of data traffic referable to the company's websites e social networks, and for software for commercial and management applications.

Costs for transportation and away matches, for EUR 2,045 thousand (EUR 1,778 thousand, as at 30 June 2016), up by EUR 266 thousand due to the dynamics of activities performed for institutional and commercial purposes.

Fees payable to the members of the Board of Directors, equal to EUR 175 thousand (EUR 1,354 thousand, as at 30 June 2016), have been paid to the independent board members, pursuant to the resolution taken at the Shareholders' Meeting held on 27 October 2014 and the subsequent implementation of the Board of Directors on 28 October 2014. In the previous financial year, compensation was paid to the Managing Director, Mr. Italo Zanzi, amounting to EUR 1,179 thousand, which is no longer recorded in the current financial year as he has ceased to hold the office.

Fees paid to the Board of Statutory Auditors, equal to EUR 96 thousand, remained unchanged during the financial year. Fees paid to the Supervisory Board, equal to EUR 23 thousand, are not recorded in the previous financial year.

Costs for the auditing procedure, equal to EUR 223 thousand (EUR 234 thousand, as at 30 June 2016), of which EUR 219 thousand for fees paid to BDO Italia S.p.A., based on the assigned tasks. Information on the fees paid to the Group's Directors and Auditors are included in the Remuneration Report, published pursuant to Art. 123-*ter* of the TUF, to which reference is made.

Production costs for the audio-visual thematic channels "Roma TV" and "Roma Radio", equal to EUR 4,696 thousand (EUR 4,130 thousand, as of 30 June 2016), are concerned with the shows of the "*Roma Radio*" radio channel and the "Roma TV" television channel.

Costs for publicity and promotion, equal to EUR 5,393 thousand (EUR 5,081 thousand, as at 30 June 2016), of which EUR 2,671 thousand (EUR 2,635 thousand, as at 30 June 2016), ascribable to the Parent Company and EUR 2,722 thousand (EUR 2,446 thousand, as of 30 June 2016), ascribable to Soccer SAS, decreased by EUR 312 thousand in the current financial year and related to investments made in relation with sponsorship and partnership agreements, with costs for the website, social network platforms and communication (Facebook, Twitter, You Tube, etc.), with the AS Roma Fan Village project, with the development of the Ticketing service, through the establishment of the Centro Servizi (Service Center) and use of the so-called "*Brand Ambassador*", which should be added to the more traditional use of means of communication and promotions, such as advertisement on daily newspapers and radios for institutional and commercial purposes. Furthermore, this entry also includes costs for the management of the Premium Area of the Stadio Olimpico and the "*1927*" Area dedicated to Corporate Hospitality.

27. COSTS FOR ENJOYMENT OF THIRD-PARTY ASSETS

Equal to EUR 9,793 thousand (EUR 8,302 thousand, as at 30 June 2016), increased by EUR 1,491 thousand compared to the previous financial year, made up as follows;

- Costs for the license to use the Stadio Olimpico, and its annexed commercial facilities, equal to EUR 3,399 thousand (EUR 3,390 thousand, as at 30 June 2016), originating from the current agreement with CONI Servizi for the use of the Stadio Olimpico, which includes lighting costs and a variable share originating from the hospitality area marketing (Premium Seat and Welcome Area).

- Lease costs for the Complesso Immobiliare di Trigoria [Real Estate Complex of Trigoria], paid to AS Roma Real Estate, in the amount of EUR 2,700 thousand (EUR 2,700 thousand , as of 30 June 2016), which have remained unchanged in the current financial year, pursuant to the new agreement executed on 30 May 2013, for a term of 6 years, effective from 1 January 2013 and with expiration date falling on 31 December 2018, with the right of tacit renewal for an additional period of six years. Finally, it should be noted that such lease was considered – from an accounting standpoint, and in application of the IAS/IFRS Principles – as an operating lease, with regard to the land, the building

and the overlying structures, since the Directors considered that no requirements existed to classify the agreement as a financial lease;

- Lease of premises and football fields, for EUR 350 thousand (EUR 194 thousand, as of 30 June 2016), of which EUR 175 thousand for the "Giulio Onesti" sports center, granted by CONI Servizi, used as headquarters for the Football School, and EUR 176 thousand, for the lease of other structures such as the "Pio XI" and the "Tre Fontane" for use by the youth sector;

- Lease of computers, software licenses, motor vehicles, instruments, health equipment, other operational bases for the Parent Company in the amount of EUR 1,608 thousand (EUR 1,246 thousand, as of 30 June 2016);

- Lease for the *A.S. Roma Stores*, the spaces for commercial activities and warehouses, in the amount of EUR 1,277 thousand (EUR 470 thousand, as at 30 June 2016) incurred by subsidiary Soccer Sas. More specifically, the significant increase of EUR 807 thousand is mainly due to the lease for the new store in Via del Corso in the center of Rome, opened in July 2016;

- Lease of equipment and software by subsidiary Soccer Sas, for EUR 459 thousand, (EUR 302 thousand, as of 30 June 2016).

The amount of all the lease costs, with the exception of the Costs for the license to use the Stadio Olimpico, is pre-determined. Therefore, there are no potential rental costs, or rental costs based on a parameter the value of which might change for reasons other than time passing; finally, it should be noted that the lease agreement does not impose any specific restriction.

28. PERSONNEL COSTS

Equal to EUR 145,026 thousand (EUR 154,985 thousand, as of 30 June 2016), decreased by EUR 9,959 thousand in the current financial year, due to the lower costs of the Club member personnel, management of the athletes' turnover and technical staff, in part set off by the increase in the cost of other personnel. It should be noted that the cost for personnel includes leaving incentives and bonuses granted to Club members and employees in light of the achievement of the predetermined sports goals that have been achieved in the sports season under examination.

(Amounts in thousands of EUR)	30.06.2017			30.06.2016		
	Club members	Other employees	Total	Club members	Other employees	Total
Salaries and wages	125,798	11,862	137,660	138,883	9,855	148,738
Welfare costs	2,218	3,273	5,491	2,552	2,762	5,314
T.F.R. (severance indemnity)	-	908	908	-	537	537
Other costs (Faifc)	967	-	967	396	-	396
Total	**128,983**	**16,043**	**145,026**	**141,831**	**13,154**	**154,985**

The **Personnel costs for Club members**, equal to EUR 128,983 thousand (EUR 141,831 thousand, as at 30 June 2016), down by EUR 12,848 thousand in the current financial year, comprising: (i) EUR 125,798 thousand (EUR 138,883 thousand, as at 30 June 2016) for fixed salaries, individual bonuses and leaving incentives; (ii) EUR 2,218 thousand (EUR 2,552 thousand, as at 30 June 2016), for welfare and insurance costs; (iii) EUR 967 thousand (EUR 396 thousand, as of 30 June 2016) from payments into the Faifc Fund (end of career for Club members).

More specifically, the cost for Club members personnel includes a fixed component, paid in fixed instalments over the twelve months included in each financial year, and a variable component, represented by the individual bonuses granted to single footballers and the technical staff, on the basis of the achievement of specific sports objectives. With regard to the variable component, it should be noted that the maximum commitments for the 2017/18 season, relating to the results of the first team and taking into account the competitions they are involved in, amount to around EUR 14 million, in case of victory in the Serie A Championship and direct qualification to the 2018/19 UEFA Champions League, EUR 12 million in case of winning the UEFA Champions League, and 2.9 million in case of winning the

Tim Cup. The sustainability of these commitments is ensured by the proceeds that will be paid upon achieving the sports objectives on which they are conditioned. Bonuses connected to the footballers' individual performance are considered when defining the annual budgets.

With regard to financial years following 2017-2018, it is not possible to provide an estimate of the possible commitments related to variable fees that are paid to Club members personnel and managers, since these fees are linked to the variable composition of the team of players in the various future sports seasons.

Costs for other personnel, equal to EUR 16,403 thousand (EUR 13.154 thousand, as at 30 June 2016), increased by EUR 2,889 thousand, compared to the previous financial year, due to the enhancement of the organizational structure. The employed personnel at the end of the financial year and on average employed in the current financial year comprises:

	30.06.17		30.06.16	
	Annual Average	End of FY	Annual Average	End of FY
Football players	58	48	54	53
Coaches	73	87	66	79
Other technical staff	32	33	36	39
Total Technical Personnel	**163**	**168**	**156**	**171**
Managers	13	13	12	12
Employees	153	148	134	149
Workers	8	8	9	8
Total other Personnel	**174**	**169**	**155**	**169**

29. SUNDRY MANAGEMENT COSTS

Equal to EUR 5,711 thousand (EUR 4,933 thousand, as of 30 June 2016), increased by EUR 778 thousand in the current financial year, comprising:

(Amounts in thousands of EUR)	30.06.2017	30.06.2016
Indirect fiscal charges	**934**	**1,043**
Contingent liabilities	**471**	**567**
Other management costs:		
- Costs for accessing the LNP TV signal	1,229	1,067
- Mutuality related to Tim Cup match proceeds	829	56
- LNP-FIGC-UEFA contributions, fines, costs	1,078	1,121
- Organization/costs of sports events	-	26
- Costs for selling international tickets	222	377
- Expenses for designing new Stadium	-	58
- Roma Cares donations	648	440
- Other sundry costs	300	178
Total other sundry costs	**4,306**	**3,323**
Total	**5,711**	**4,933**

Indirect fiscal charges, equal to EUR 934 thousand (EUR 1,043 thousand, as at 30 June 2016), down by 109 thousand in the current financial year, are related to: EUR 261 (336) thousand , VAT on free tickets and non-deductible VAT on purchases and non-deductible withholdings; EUR 490 (504) thousand, for fines due to the delayed payment of taxes and tax withholdings, through the mechanism provided for the voluntary rectification of tax returns and following the settlement of tax litigation; EUR 64 (59) thousand, for municipal taxes charged for disposal; EUR 119 (144) thousand, ascribable to other taxes and levies sustained in the financial year (stamp duties, registration of lease agreements, advertising or other municipal taxes).

Contingent liabilities, equal to EUR 471 thousand (EUR 567 thousand, as at 30 June 2016), decreased by EUR 96 thousand in the current financial year, essentially due to the lower effect of costs for transactions and legal disputes.

Other management costs, equal to a total of EUR 4,306 thousand (EUR 3,323 thousand, as at 30 June 2016), a net increase by EUR 983 thousand, which are primarily made up of:

- Costs for accessing the TV signal, equal to EUR 1,229 thousand (EUR 1,067 thousand, as at 30 June 2016) made up of the following: in the amount of EUR 881 (765) thousand, production costs for the TV signal for the Serie A Championship and TIM Cup in the 2016-2017 season, charged by Sky Italia. This item also includes production costs for the TV signal charged by LNP Serie A, in the amount of EUR 345 (302) thousand. Against these costs, LNP Serie A has paid the corresponding proceeds originating from the centralized management of the TV signal equal to EUR 1,645 thousand (EUR 1,537 thousand, as of 30 June 2016), and other costs for EUR 3 thousand.
- Mutuality related to TIM Cup match proceeds, equal to EUR 829 thousand (EUR 56 thousand, as of 30 June 2016), increased by EUR 773 thousand in the current financial year, relating to the share of net ticketing revenues due to the teams hosted for the TIM Cup games, which are increasing due to the higher number of home matches played and, as a result, the higher proceeds to be returned to the hosted teams;
- LNP-FIGC-UEFA contributions, fines and costs, equal to EUR 1,078 thousand (EUR 1,121 thousand, as at 30 June 2016), decreased by EUR 43 thousand in the current financial year, which are ascribable to contributions for the operation of the LNP Serie A, costs, registration fees, fines and other costs that are charged by the LNP Serie A, on the basis of resolutions taken by collegiate bodies or federal regulations.
- Costs for purchasing tickets for international matches, equal to EUR 222 (377) thousand, ascribable to ticket purchases made by the hosting teams on the occasion of UEL away games and for which the corresponding revenues are recorded under "sundry costs".
- Roma Cares Donations, equal to EUR 648 thousand (EUR 440 thousand, as at 30 June 2016), increased in the current financial year by EUR 208 thousand, which are related to the Company contribution to allow this foundation to pursue charitable activities, especially in relation to earthquake emergencies and support to hospitals.
- Other sundry costs, equal to EUR 300 thousand (EUR 178 thousand as of 30 June 2016), increased by EUR 122 thousand, are related to costs for gifts, TV subscriptions instrumental for the head office, membership contributions, costs associated with the management of the car fleet and for roundings and rebates.

30. NET RESULT FROM PLAYER'S ACTIVITIES

The result from Player's activities has generated, in the current financial year, is positive form EUR 79,076 thousand (EUR 64,167 thousand, as at 30 June 2016), increased by EUR 14,909 thousand in the current financial year. This is made up, in the amount of 103,442 thousand (EUR 91,673 thousand, as at 30 June 2016) and corresponding costs, equal to EUR 24,366 thousand (EUR 27,506 thousand, as at 30 June 2016).

(Amounts in thousands of EUR)	30.06.2017			30.06.2016		
	Proceeds	Charges	Total	Proceeds	Charges	Total
Capital gains/Capital losses and write-downs	95,166	(327)	94,839	77,478	(902)	76,576
Temporary transfers	4,600	(5,452)	(852)	6,504	(16,913)	(10,409)
FIFA Solidarity Proceeds/Charges	147	(2,156)	(2,009)	155	(479)	(324)
Training Awards and Career Awards	10	(829)	(819)	-	(1,292)	(1,292)
Other Proceeds and Charges	3,519	(15,602)	(12,083)	7,536	(7,920)	(384)
Total	**103,442**	**(24,366)**	**79,076**	**91,673**	**(27,506)**	**64,167**

The **Capital gains** originating from the transfer of long - term rights to player's services, equal to EUR 95,166 thousand (EUR 77,478 thousand, as at 30 June 2016), increased by EUR 17,688 thousand compared to the previous financial year, are determined as follows (amounts in EUR/000):

2016-2017 Transfers (amounts in Euro /000)	**Transferee Club**	**Transfer value**	**Net accounting value**	**Realized capital gains**
Balasa	Steaua Bucarest	481	(479)	2
Crescenzi	Pescara	300	(10)	290
Frattesi	Sassuolo	5,000	-	5,000
Liijaic	Torino	8,500	-3,709	4,791
Marchizza	Sassuolo	3,000	-	3,000
Paredes	Zenit	26,006	(3,764)	22,242
Ricci F.	Sassuolo	3,000	(247)	2,753
Rudiger	Chelsea	33,403	(7,917)	25,485
Salah	Liverpool	42,000	(14,093)	27,907
Sanabria	Real Betis Balompie	7,312	(3,779)	3,533
Yago Falque	Torino	5,800	(5,639)	161
Other football players		1	-	1
Total operations in 2016-2017		**134,803**	**(39,787)**	**95,166**

For comparative purposes, we hereby list the corresponding values recorded in the previous financial year:

2015-2016 Transfers (amounts in Euro /000)	**Transferee Club**	**Transfer value**	**Net accounting value**	**Realized capital gains**
Romagnoli Alessio	Milan	25,000	(1,136)	23,864
Yanga Mbiwa Mapou	Olympique Lyonnais	7,600	(6,936)	664
Destro Mattia	Bologna	6,500	(2,093)	4,407
Gervais Yao Kouassi	Hebei Fortune	17,550	(5,044)	12,506
Mazzitelli Luca	Sassuolo	3,500	-	3,500
Ndoj Emanuele	Brescia	1,200	-	1,200
Somma Michele	Brescia	1,800	-	1,800
Pjanic Miralem	Juventus	32,000	(3,728)	28,272
Politano Matteo	Sassuolo	2,000	(902)	1,098
Vestenicky Thomas	Krakovia	486	(320)	166
Total operations in 2015-2016		**97,636**	**(20,158)**	**77,478**

In the current financial year, the following have been also been realized:

Proceeds from temporary transfers of long term rights to player services for EUR 4,600 thousand (EUR 6,504 thousand, as at 30 June 2016), related for EUR 1,500 thousand to Doumbia (Basel FC); for EUR 500 thousand to Castan (Sampdoria); for EUR 1,000 thousand, to Zukanovic (Atalanta); for EUR 500 thousand, to Ricci (Sassuolo) and for EUR 1,100 thousand to Sadiq (Bologna).

FIFA Solidarity Proceeds, equal to EUR 147 thousand (EUR 155 thousand, as at 30 June 2016), are paid to the Company, as a training club, pursuant to the current FIFA regulations on international transfers of the Company's former footballers.

Training Awards and Career Awards, for EUR 10 thousand, relate to awards paid by other football teams that are part of the LNP Serie A for the training of Youth Sector footballers, in accordance with Article 96 NOIF [Internal Rules of the Italian Football Federation].

Other income in the amount of EUR 3,519 thousand (EUR 7,536 thousand, as at 30 June 2016), decreased by EUR 4,017 thousand in the current financial year, which are related, for EUR 2,894 (7,536) thousand, to proceeds that are ancillary to the transfer campaign, for bonuses and other types of proceeds, contractually agreed, on the occasion of the transfer of our Club members to other football teams, accrued following the achievement of pre-determined sports results in the current financial year. The balance also includes the proceeds, equal to EUR 625 thousand paid by UEFA as balance due for the participation of our players in the France 2016 European Cup Tournament, classified in the previous financial year under the item "Other revenues and income", for EUR 1,500 thousand.

The corresponding charges generated in the current financial year relate to:

Capital losses and write-downs totaling EUR 327 thousand (EUR 902 thousand as at 30 June 2016), which occurred in August 2017, have been accounted for in advance with reference to the assignment of the long term rights to player services: Golubovic (Novara) for EUR 234 thousand; Casasola (Alessandria) for EUR 36 thousand; Flueras (Sevilla) for EUR 37 thousand; Pop Ionut (Alessandria) for EUR 11 thousand and Frascatore (Sudtirol), for EUR 9 thousand.

Costs for temporary acquisitions of long term rights to player services, in the amount of EUR 5,452 thousand (EUR 16,913 thousand as at 30 June 2016), relating mainly to the following football players: Mario Rui (Empoli), for EUR 2,076 thousand; Juan Jesus (Inter), for EUR 1,153 thousand; Palmieri (Santos), for EUR 87 thousand; Fazio (Tottenham), for 1,200 thousand; Bruno Peres (Torino), for EUR 531 thousand; Szczesny (Arsenal), for EUR 400 thousand and Kalaj (Savio) for EUR 5 thousand .

FIFA Solidarity Charges, in the amount of EUR 2,156 thousand (EUR 479 thousand, as at 30 June 2016), paid to training clubs, pursuant to the current FIFA Regulations on international transfers.

Training Awards and Career Awards, equal to EUR 829 thousand (EUR 1,292 thousand, as at 30 June 2016).

Other charges for the player activity, equal to EUR 15,602 thousand (EUR 7,920 thousand as at 30 June 2016), increased by EUR 7,682 thousand, which are related to charges, bonuses and awards paid in the current financial year in relation to the transfer of long term rights to player services and comprise EUR 9,826 (5,772) thousand of contractually established bonuses to the Football Company and EUR 5,776 (2,148) thousand for fees paid to sports intermediaries for activities performed on behalf of the Company in the context of the transfers of long term rights to player services.

The additional information requested by Covisoc–FIGC to further explain such item of the financial statements, with an indication of the single transactions occurred in the current financial year (figures in €/000), are included in a specific Table attached to these Explanatory Notes.

31. AMORTIZATIONS, DEPRECIATIONS AND WRITE-DOWNS

Equal to a total of EUR 58,855 thousand (EUR 54,581 thousand, as of 30 June 2016), increased by EUR 4,274 thousand in the current financial year, which include the following:

(Amounts in thousands of EUR)	**30.06.17**	**30.06.16**
Amortization of the intangible assets	54,636	47,291
Depreciation of the tangible assets	338	275
Devaluation of current receivables	3,881	7,015
Total	**58,855**	**54,581**

- Amortizations of Intangible assets, equal to EUR 54,636 thousand (EUR 47,291 thousand, as at 30 June 2016), include the following: EUR 53,444 thousand (EUR 46,480 thousand as of 30 June 2016), originating from the amortization of long - term rights to player's services, increased by EUR 6,964 thousand in the current financial year, due to the dynamics experienced with regard to the rights and EUR 1,192 thousand (EUR 811 thousand as at 30 June 2016) originating from amortizations of other intangible assets, increased by EUR 381 thousand in the current financial year. For further details, reference should be made to the comments included in the corresponding items of the Consolidated Balance Sheet.

- Depreciation of Tangible assets, equal to EUR 338 (275) thousand, increased by EUR 63 thousand: For further details, reference should be made to the comments included in the corresponding entries of the Consolidated Balance Sheet.

- Devaluation of current receivables, due to their adjustment to their alleged fair value, in the amount of EUR 3,881 thousand (EUR 7,015 thousand as of 30 June 2016), of which EUR 2,665 (5,879) thousand, ascribable to the Parent Company; EUR 1,213 (896) thousand, to Soccer SAS and EUR 3 (240) thousand, to MediaCo. Specifically, the write-downs relating to the Parent Company concern for EUR 2,650 thousand (EUR 2,241 thousand as at 30 June 2016) adjustments to the fair value performed at the end of the financial year with reference to receivables towards foreign football teams transferred to leading banks through a non-recourse transfer after the financial year end. The

remaining portion of EUR 15 thousand (EUR 3,638 thousand as at 30 June 2016) is allocated to losses on doubtful receivables.

32. PROVISIONS FOR RISKS

In the current financial year, Provisions have been made to improve the Risk Funds in case of possible legal disputes, litigation and liabilities, in the amount of EUR 200 (160) thousand.

33. FINANCIAL PROCEEDS AND CHARGES

Net Financial Charges, equal to 21,309 thousand EUR (EUR 18,297 thousand as of 30 June 2016), increased by EUR 3,012 thousand in the current financial year and are made up as follows:

(Amounts in thousands of EUR)	30.06.2017	30.06.2016
Interest receivable on bank accounts	4	30
Proceeds from exchanges	454	51
Proceeds due to adjustments of commercial receivables/liabilities	2,350	-
Other financial proceeds	1	59
Financial Income	**2,809**	**140**
Interest payable on bank accounts	(826)	(312)
Interest on loans	(18)	(13)
Interest payable on Factoring and Leasing	(1,139)	(14)
Interest payable on the Facility agreement financing	(15,390)	(16,103)
Interest payable from football teams	(440)	(240)
Charges for adjustments of commercial receivables / liabilities	(4,857)	-
Interest payable towards others	(134)	(131)
Bank fees and other charges	(1,242)	(1,519)
Losses on exchanges	(72)	(128)
Financial Expenses	**(24,118)**	**(18,437)**
Total Net Financial Proceeds (Charges)	**(21,309)**	**(18,297)**

Financial Proceeds, equal to EUR 2,809 thousand (EUR 140 thousand as of 30 June 2016) are mainly related to Proceeds for the adjustment of commercial receivables/liabilities, in the amount of EUR 2,350 thousand, and are generated by discounting, in the current financial year, commercial liabilities with a contractually agreed expiration date falling beyond 12 months and by revaluating trade receivables, which had been adjusted in previous financial years, primarily towards foreign football teams, for the acquisition of long term rights to player services.

Financial charges, equal to EUR 24,118 thousand (EUR 18,437 thousand as at 30 June 2016), increased by EUR 5.681 thousand, made up as follows:

- Interest payable on bank accounts, for EUR 826 thousand (EUR 312 thousand as at 30 June 2016), accrued on temporary drawdowns of overdraft facilities by the Parent Company.
- Interests on Factoring and Leasing, in the amount of EUR 1,139 thousand (EUR 14 thousand as at 30 June 2016), originating from the transfer in the current financial year of receivables from football teams to primary Banks, primarily on a non-recourse basis.
- Interest payable on the Facility Agreement loan granted to MediaCo, in the amount of EUR 15,390 (16,103) thousand, related to the refinancing of the Group's financial payables, ended in February 2015, adjusted and supplemented in May 2017 and ascribable to interest payable, in the amount of EUR 12,531 (13,074), and, in the amount of EUR 2,859 (3,029) to directly ascribable ancillary charges, calculated according to the amortized cost method (IAS 39);
- Charges for the adjustment of commercial receivables/liabilities, equal to EUR 4,857 thousand originating from the discounting, in the current financial year, of trade receivables with a contractually agreed expiration date falling beyond 12 months and from the revaluation of trade payables, adjusted in previous financial years, primarily towards foreign football teams, for the acquisition of long term rights to player services;

- Football teams, in the amount of EUR 440 (240) thousand, ascribable to deferred payments granted during the current financial year in relation to the payment of the contractually agreed instalments, in relation to market transactions carried out with foreign Clubs;
- Interest payable towards others, equal to EUR 134 thousand (EUR 131 thousand as at 30 June 2016), increased by EUR 4 thousand in the current financial year, which are related to interest on tax payables repayable in instalments and to voluntary rectification of tax returns and adjustment (IAS) of the employees' severance indemnity;
- Fees and Charges, in the amount of EUR 1,242 thousand (EUR 1,519 thousand as at 30 June 2016), decreased by EUR 277 thousand in the current financial year, relating to the following:
  - Charges and bank services in the amount of EUR 135 thousand (EUR 177 thousand as at 30 June 2016);
  - Factoring fees, in the amount of EUR 388 thousand (EUR 6 thousand as at 30 June 2016), related to the transfer on a non-recourse basis of receivables to Football Companies;
  - Fees on loans in the amount of EUR 472 (342) thousand, ascribable to MediaCo, which relate to the annual fees paid to Unicredit in the context of the debt refinancing operation;
  - Bank fees, in the amount of EUR 240 thousand (EUR 115 thousand, as at 30 June 2016), for the use of POS and credit card services, as well as other payment services;
  - Other bank charges in the amount of EUR 7 thousand (EUR 295 thousand as at 30 June 2016).
- Losses on exchanges, equal to EUR 72 thousand (EUR 128 thousand as of 30 June 2016) originating from commercial transactions performed in US Dollars.

In the previous financial year there were commissions on guarantees for EUR 761 thousand, issued in favor of the LNP Serie A to guarantee the commitments undertaken in relation to the transfer campaign.

34. TAXES FOR THE FINANCIAL YEAR

In the current financial year, current and deferred taxes have been calculated in the amount EUR 6,181 thousand (EUR 7,385 thousand as at 30 June 2016), down by EUR 1,204 thousand in the current financial year, essentially due to lower taxable income recorded in the current financial year based on the economic result of the Group's performance.

Current Income Taxes, equal to EUR 9,683 thousand (EUR 11,039 thousand as at 30 June 2016), of which EUR 3,162 thousand due for IRES and EUR 6,521 thousand due for IRAP.

It should be noted that, since the 2014-2015 financial year, the Company joined the National Tax Consolidation arrangement for the Group under the Parent Company NEEP Roma Holding. As a result, proceeds equaling EUR 3,460 thousand (EUR 2,806 thousand as at 30 June 2016) were accounted for taxes (IRES) due to the transfer of tax liabilities by A.S. Roma to NEEP Roma Holding.

Finally, the item includes the adjustment as at 30 June 2017 of the corresponding positions transferred by the Group companies to NEEP Roma Holding in the previous year, positive for EUR 42 thousand, as evidenced in connection with the income tax return submitted by A.S. Roma last March.

Consequently, current income taxes, net of the abovementioned income, amount to a total of EUR 6,181 thousand (EUR 8,233 thousand as at 30 June 2016).

Deferred taxes, recorded in the previous financial year, for EUR 848 thousand, related to the reversal to the profit and loss account of taxes allocated by ASR Media and Sponsorship Srl as at 30 June 2015. These taxes were generated by the time lag in deducting the share of amortization of the company's trademarks from the taxable income.

With reference to IRES, it should be noted that the actual tax rate for the Parent Company AS Roma is zero, as no taxable income was achieved due to the negative result for the year, resulting in tax

liabilities, to be used in the future without time limitations within the Group's National Tax Consolidation arrangement, which are added to those accrued up to 30 June 2014. On these tax liabilities, and on other deductible temporary differences (risk funds and receivable write-down provision), the Company could have calculated deferred tax assets; prudentially, such taxes have not been calculated, since it is currently impossible to foresee some sources of income which are primarily related to the net result on player activity which may influence the economic result of the following financial years. For further details, reference should be made to the Table annexed to these Explanatory Notes.

It is specified that the reconciliation between the tax burden in the financial statements and the theoretical tax burden is not recorded, as the Company has recorded tax liabilities for IRES purposes. Furthermore, this reconciliation is not provided for IRAP purposes, since this tax has a different tax base from the pre-tax result and, accordingly, would generate distorting effects between one year and another

35. NET PROFIT (LOSS) PER SINGLE SHARE

The liability for each share (basis) is EUR 0.106 (EUR 0.035 as at 30 June 2016), and it has been calculated by dividing the result for the year by the average weighted number of the outstanding ordinary shares of A.S. Roma in the financial year under examination and the previous financial year, equal to no. 397,569,888. In the periods under examination, no stock option or stock grant plans are in place.

36. OTHER COMPONENTS OF THE OVERALL OPERATING PROFIT/LOSS

Assets for EUR 368 thousand as of 30 June 2017 (liabilities for EUR 590 thousand as of 30 June 2016), represent the actuarial adjustment, directly entered under the item on capital and reserves related to the provisions for employees' benefits, following the periodical assessment of the employees' severance indemnity (TFR) conducted by qualified external experts.

GUARANTEES ISSUED FOR THIRD PARTIES

In the financial year under examination, the Company and Stadio TDV S.p.A. ("StadCo") terminated by mutual agreement the intercompany loan agreement, executed on 16 May 2016, together with the agreements for the related guarantees that involved, in various capacities, the Company, NEEP Roma Holding S.p.A. and AS Roma SPV, LLC, for a maximum amount of approximately EUR 32 million. Therefore, as at 30 June 2017, the Company has no guarantees issued in favor of third parties.

INFORMATION ON ENTITIES EXERCISING MANAGEMENT AND COORDINATION ACTIVITIES

Pursuant to Arts. 2497-*bis* and 2497-*ter* of the Italian Civil Code, to provide the necessary information and publicity on the entity able, directly or indirectly, to exercise management and coordination on A.S. Roma, we hereby provide summary information, updated as of 30 June 2016.

It should be noted that AS Roma S.p.A. is directly controlled by NEEP Roma Holding S.p.A., which was incorporated on 26 April 2011 (Tax Code 11418561004) which is controlled, in turn, by **AS Roma SPV, LLC**, a Company incorporated under the laws of the United States on 27 January 2011, with registered office at 615 South Du Pont Highway, Dover, Delaware 19901 (U.S.A.), the entity exercising management and coordination activities. Below is the financial statement for the financial year ended on 31 December 2016, approved by the shareholders of AS Roma SPV LLC.

(Amounts in thousands of US Dollars)	31.12.16	31.12.15
Assets		
A – Current assets-escrow cash account	7,138	1,747
B – Other assets – AS Roma Entities	151,315	136,768
C – Investment in Stadium	38,195	35,817
C - Other assets – Notes receivable	105,000	27,000
Total assets	**301,648**	**201,332**
Liabilities & Equity		
A – Equity:		
▪ Share capital – Members' Contributed Capital	294,637	210,165
▪ Retained earnings	(17,102)	(16,720)
▪ Net income	(74)	(382)
Total Equity	**277,461**	**193,063**
B - Liabilities:		
▪ Account payable	1,186	8,269
▪ Other current liabilities (interest, note payable)	23,001	-
Total current liabilities	**24,187**	**8,269**
Total Liabilities & Equity	**301,648**	**201,332**

* * *

These financial statements provide a truthful and correct representation of the assets/liabilities and financial results, as well as of the operating profit/loss for the financial year ended on 30 June 2017 and is consistent with the amounts indicated in the accounting records.

For additional details on the following subjects matters, please refer to the Management Report:

- Relevant events occurred after the end of the financial year;
- Relationships with subsidiaries, affiliates, parent companies and their subsidiaries.

The Chairman of the Board of Directors
James Joseph Pallotta

Certification of the financial statements for the financial year pursuant to Art. 81-*ter* of Consob Regulations No. 11971 of 14 May 1999, as subsequently amended and supplemented

1. The undersigned James Joseph Pallotta and Francesco Malknecht, in their respective capacities as Chairman of the Board of Directors and Manager in Charge of drawing up the company's accounting documents for A.S. Roma S.p.A., respectively, hereby certify, also considering Art. 154-*bis*, paras. 3 and 4, of Legislative Decree No. 58 of 24 February 1998:

   - the suitability (in relation to the characteristics of the undertaking) and
   - the actual implementation,

   of the administrative and accounting procedures to draw up the Consolidated Financial Statements, during the company's financial year ended as of 30 June 2017.

2. We hereby also certify that the Consolidated Financial Statements ended as of 30 June 2017:

   a) Have been drawn up in accordance with the International Accounting Principles issued by the International Accounting Standards Board and adopted by the European Commission, pursuant to the procedure set out in Art. 6 of (EC) Regulation No. 1606/2002 of the European Parliament and the Council of 19 July 2002 and pursuant to Art. 9 of Legislative Decree No. 38/2005;

   b) Are consistent with the amounts indicated in the accounting records and documents;

   c) Are suitable to provide a truthful and correct representation of the profit/loss, financial and economic results of the issuer and of the group of undertakings included in the consolidation;

3. Finally, we hereby also certify that the Management Report includes a reliable report on the performance and results of the management of the A.S. Roma Group, as well as on the circumstances of the issuer and the main risks and uncertainties to which the issuer may be exposed.

Rome, 4 October 2017

The Director in Charge
Francesco Malknecht

The Chairman of the Board of Directors
James Joseph Pallotta

APPENDIX TO THE ANNUAL FINANCIAL REPORT FOR THE YEAR ENDED AS AT 30 JUNE 2017

MAIN PARAGRAPHS OF THE MANAGEMENT REPORT MENTIONED IN THE NOTES TO THE FINANCIAL STATEMENTS

DEALINGS WITH RELATED PARTIES

The regulation containing the "Code of Conduct for Material Transactions of a Financial and Economic Nature and Transactions with Related Parties", to be adopted pursuant to Art. 4 of the Regulation adopted by Consob pursuant to Resolution No. 17221 of 12 March 2010, as subsequently supplemented and amended, and Art. 9 of the Corporate Governance Code, and having regard to Consob Notice No. DEM/10078683 of 24 September 2010, was approved by the Board of Directors on 3 December 2010 and entered into effect on 1 January 2011. The Board of Directors, in the meeting held on November 12, 2015, approved an updated version of the regulation, that was communicated according to the law.

Transactions between the Company and related parties, identified in accordance with IAS 24, consisted of transactions of a commercial and financial nature and were undertaken at arm's-length conditions, i.e., conditions similar to those customarily applied to unrelated parties for transactions of a similar nature, amount and risk, as well as in accordance with applicable provisions of law.

Management and coordination of the Company is provided by AS Roma SPV LLC, and did not have significant effects on the A.S. Roma Group's financial performance and financial position during the period. In further detail, at 30 June 2017 there were no direct dealings of a commercial or financial nature with AS Roma SPV LLC, with the exception of costs of studies, design work and presentation of the new stadium, as described below, charged between the two companies according to the agreements in place.

With respect to NEEP Roma Holding S.p.A. ("NEEP"), which holds the majority interest in the Company, and is in turn 100% owned by AS Roma SPV LLC, in 2016/17 the parent company Neep Roma Holding SpA made net payments for a total of € 80.8 million, of which € 70 million were contributed for Future Capital Increase and € 10.8 million as loan.

The following tables show the total values of balance sheet and income statement items at 30 June 2017, related to dealings between A.S. Roma Group and related parties, including AS Roma SPV LLC, but excluding intra-group transactions eliminated during the consolidation process.

BALANCE SHEET ITEMS ASSOCIATED WITH RELATED PARTIES

Balance sheet 30/06/2017	Non Current assets	Current assets		TOTAL
Assets	Other	Trade receivables	Other receivables	
AS Roma Real Estate Srl	2.700	-	-	2.700
Neep Roma Holding S.p.A.	-	-	3.551	3.551
ASR SPV LLC	-	1.948	0	1.948
Stadio TDV S.p.A	-	-	428	428
SDS srl (società liquidata)	-	-	40	40
Total Assets	**2.700**	**1.948**	**4.019**	**8.667**
Tot overall	*5.198*	*110.489*	*11.580*	*127.266*
% impact	*52%*	*2%*	*35%*	*7%*

Balance sheet 30/06/2017	Non Current Liabilities	Current Liabilities		TOTAL
Liabilities	Financials	Commercials	Other	
AS Roma Real Estate Srl	-	(1.249)	(5)	(1.254)
Neep Roma Holding S.p.A.	(17.780)	(6)	(7.065)	(24.852)
Gruppo Raptor	-	(83)	-	(83)
Stadio TDV S.p.A	-	-	(104)	(104)
ASR SPV GP LLC	-	(204)	-	(204)
Total Liabilities	**(17.780)**	**(1.542)**	**(7.174)**	**(26.497)**
Tot overall	*(231.738)*	*(133.136)*	*(46.045)*	*(410.919)*
% impact	*8%*	*1%*	*16%*	*6%*

In further details:

- **A.S. Roma Real Estate S.r.l.**: other non-current assets include receivables of € 2.7 million associated with security deposits provided in connection with contractual obligations assumed for the lease of the Trigoria Real-Estate Complex. Current trade payables include residual lease payments of € 1.2 million.

- **NEEP Roma Holding S.p.A.**: current assets include receivables, for € 3.6 million, related to the reverse current taxes (IRES), as part of the tax consolidation agreement of the Group. Non-current financial liabilities include borrowings of € 17.8 million to AS Roma S.p.A., while the other current liabilities include other liabilities for € 3.2 million related to the transfer of tax (IRES) in application of the tax consolidation agreement and € 3.9 million related to the Group VAT.

- **AS Roma SPV LLC:** current assets include receivables of € 1.9 million associated with the costs of the study, design and presentation of the new stadium, charged back to the parent company under the agreements in place.

- **Stadio TDV S.p.A.**: other current assets include for € 0.4 million related to expenses paid by AS Roma in connection with the studies for the realization of the new stadium. Current liabilities include € 0.1 million related to Group VAT.

- **Raptor Group**: current liabilities include € 0.1 million, associated with recharge of expenses incurred on behalf of the Company.

- **ASR SPV GP LLC**: current liabilities include € 0.2 million for management consulting services and recharge of expenses incurred on behalf of the Company.

INCOME STATEMENT ASSOCIATED WITH RELATED PARTIES

Profit & Loss 30/06/2017	Operating revenues	Operating costs		Tax figures	TOTAL
	Other revenues	Services	Leasing Costs	Tax reverses	
AS Roma Real Estate Srl	-	-	(2.700)	-	(2.700)
Neep Roma Holding S.p.A.	-	(66)	-	3.502	3.436
Gruppo Raptor	-	(185)	-	-	(185)
ASR SPV LLC	464	-	-	-	464
ASR SPV GP LLC	-	(886)	-	-	(886)
Total	**464**	**(1.137)**	**(2.700)**	**3.502**	**130**
Tot overall	*9.891*	*(42.464)*	*(9.793)*	*3.502*	*(38.863)*
% impact	*5%*	*3%*	*28%*	*100%*	*0%*

In further details:

- **A.S. Roma Real Estate S.r.l.**: the cost of using third-party assets includes € 2.7 million of rent accrued during the year for the lease of the Trigoria Real-Estate Complex.

- **NEEP Roma Holding S.p.A.**: service costs include € 0.1 million related to management consultancy services. Among the tax components there are accounted € 3.5 million of revenues, related to the reverse current taxes (IRES), as part of the tax consolidation agreement of the Group.

- **Raptor Group**: service costs include € 0.2 million relating to recharge of expenses incurred on behalf of the Company.

- **AS Roma SPV LLC:** other income includes the sum of € 0.5 million associated with costs of the study, design and presentation of the new stadium, charged back to the parent company under the agreements in place.

- **ASR SPV GP LLC**: service costs include expenses of € 0.9 million for management consulting services and rebilling of costs incurred on behalf of the Company.

MAJOR LEGAL PROCEEDINGS AND DISPUTES

A.S. Roma is plaintiff and defendant in various ordinary legal proceedings, injunction proceedings and various disputes, the outcome of which is at present objectively uncertain, and which pertain in particular to past dealings with players, suppliers, contractors and consultants; the assessments conducted by the Directors in relation to the accounting entries for proceedings and disputes in which the Company is defendant are based on their best knowledge at the date of preparation of the financial statements concerned.

Tax Disputes

A.S. Roma has been the subject of the two-following official tax audit reports drafted by the Tax Police Unit of the Italian Finance Police and still pending at the Supreme Court:

- Tax period 2000: by judgment filed on 6 November 2013, Italy's Supreme Court declared that the main matter in issue amounting to € 1.6 million had been discontinued, referring the case back to the Regional Tax Commission for review of the remaining matters in issue, concerning the amount of € 0.4 million, plus penalties and interest. By judgement filed on 16 July 2015, the Regional Tax Commission rejected the requests of the Company. On 12 February 2016 the Company has conservatively filed an appeal before the Supreme Court. The debt became due and it was spread in 18 monthly instalments, payable starting from March 2016 to August 2017, all paid on the due date.

- Tax period 2001: a trial is pending before the Supreme Court relating to the alleged late payment of the first instalment of the amnesty filed pursuant to Art. 8 of Law No. 289/2002. The trial was filed by the Italian Revenue Authority on October 12, 2012 against the judgment of the Regional Tax Commission of July 12, 2011 in favor of the Company. The sum of € 0.5 million, in addition to penalties and interest, is at issue in this dispute.

Beyond the above, A.S. Roma has not been notified of any other irregularities by the tax and revenue authorities.

BASIC ITALIA

A.S. Roma S.p.A. and Soccer SAS di Brand Management S.r.l. were sued by BASIC Italia for compensation for damages associated with the alleged breach of the technical sponsorship contract signed on 12 June 2010 for a significant amount. In their statement of appearance and counterclaim, A.S. Roma and Soccer rejected the claims put forth by BASIC Italia, arguing that they were inadmissible and/or unfounded, and thus to be denied in their entirety, while also petitioning the court for termination of the contract by fault of BASIC Italia and seeking a judgment ordering the plaintiff to

provide compensation for damages of an amount more than twice that sought by BASIC Italia. The trial is currently in the early stages, and the Court appointed an Expert to make the technical assessments required by the Judge. In this moment, it is not possible to predict the possible outcome of the dispute.

Employment Disputes

A.S. Roma is a party to certain litigation pertaining to the assessment of pay differentials brought against the Company. The provisions for risks accrued for this purpose are sufficient to ensure coverage of total claims advanced by the parties concerned by way of pay differentials, although the Company believes that it has acted in accordance with applicable legislation.

MAIN RISKS AND UNCERTAINTIES TO WHICH A.S. ROMA GROUP IS EXPOSED

By way of further supplementation and clarification of the information presented in this Report, the following is a concise description of the main risks and uncertainties to which A.S. Roma Group is exposed.

Risks Associated with the General Economic Conditions

The reporting period witnessed the continuation of the difficult situation that has characterized the Italian economy for several years now. Unfortunately, economic data continue to indicate declining gross national product and constantly decreasing disposable income for Italian households.

However, our Company's financial performance and financial position were not influenced by the above crisis to a significant degree. Nonetheless, were that economic scenario to continue for a protracted period, with the ensuing consequences for businesses and consumers, operating activities could be adversely affected, with particular regard to the match revenue market, the broadcasting rights market, the advertising and sports sponsorship market, and merchandising.

Risks Associated with the Business Sector

A.S. Roma uses rights to players' sporting performance as its main factor of production in its core business. Sporting activity is subject to risks associated with the players' physical condition and injuries that they may suffer in the course of competition. Accordingly, at any time such risk may have a significant influence on A.S. Roma's financial performance and financial position.

In addition, since the A.S. Roma Group's activity is focused on the commercial exploitation of its brand, it is subject to the risk of counterfeiting by third parties, that the Company is continuously committed to prevent and oppose. If a large quantity of counterfeit products were to be placed on the market, or if events should reduce the market value thereof, financial performance and financial position could be adversely affected as a result.

Risks Associated with Dependence on the Television Rights Market

The Company's revenue depends to a significant degree on income deriving from the centralised sale of domestic broadcast rights, which in the year ended 30 June 2017 accounted for 44% of the Company's consolidated operating revenue, amounting to € 76 million.

Risks Associated with the Sponsorship Market

Revenue is affected by investments by companies in the advertising sector, and in particular in sports sponsorships, which are closely correlated with the financial situation of Italian and foreign companies.

Risks Associated with Participation in Sports Competitions

Financial performance for the year is influenced by the first team's participation and performance in various competitions, particularly the UEFA Europa League and the more profitable UEFA Champions

League; accordingly, failure to qualify for European competitions entails significant adverse effects on A.S. Roma's financial performance and financial position.

In particular, in April 2017, the Investigation Chamber of the UEFA Club Financial Control Body (CFCB) announced that AS Roma had complied with the goals set for the 2016/17 season under the Transaction Agreement signed with UEFA on May 8, 2015.

However, in accordance with the provisions of the Agreement, the settlement agreement will also apply for the 2017/18 season and provides the commitment to reach the Break even for the monitoring period covering 2014/15, 2015/16 and 2016/17. In this respect, it should be noted that the Result at June 30, 2017, together with the results of the previous two financial years, will exceed, only for this parameter, the threshold provided for in the Settlement Agreement. Therefore, the Company will presumably be required to give additional financial and economic information to UEFA, and then the CFCB may request eventual clarifications for the relevant assessments. Since there is no predetermined automatic application of a sanction in respect of this kind of breach, and more specifically what kind of sanction, it is not foreseeable today which decision could eventually be taken by CFCB at the conclusion of the eventual investigations described above.

Risks Associated with the Outcomes of Ongoing Disputes

With the assistance of its legal advisers, A.S. Roma constantly manages and monitors ongoing disputes and, where necessary on the basis of the foreseeable outcome of such disputes, recognises accruals to specific provisions for risks. However, it is not possible to exclude future adverse effects on the Company's financial performance and financial position deriving from ongoing disputes.

Tax Risks

On July 10, 2017, the Revenue Agency notified to the notary who made and filed the minutes of the Extraordinary Shareholders' Meeting of 10 April 2017, the request of payment of the registration tax for 0.64 million concerning certain acts, which were considered subject to a registration tax on a proportional basis. Against this request, considered to be entirely unfounded by the Company, an opposition was filed on 25 July 2017. The company is confident in the acceptance of the opposition submitted, but otherwise will appeal to the competent tax authority within the time allowed in order to have its position fully recognized.

Financial Risks

An analysis of the main risks of a financial nature (credit risk, interest-rate risk, exchange rate risk, liquidity risk and derivative risk) associated with the ordinary conduct of A.S. Roma's operating activities is set out in the specific section of the Notes to the Financial Statement.

BUSINESS OUTLOOK

The updated Forecast for the fiscal year 2017/18, prepared and approved on October 4 , 2017 by the Company's Board of Directors, provides a significant improvement in the consolidated and separate economic result compared to the results of fiscal year 2016/17. However, notwithstanding the benefits of the proceeds originating from the participation to the UEFA Champions League Group Stage, the final results will largely depend on the performance achieved in the competitions in which the team is engaged, the transfer of long term rights to players' services executed during the fiscal year, the trend in revenues from commercial activities and sponsorship, and from ticketing, and the evolution of the personnel cost.

The Company has adopted a series of processes aimed at ensuring adequate financial resource management, that will allow the Company to meet its financial needs deriving from operating activity, investments made and financial debt set to mature during the financial year. In further detail, the Company's financial needs will be met through the cash flows generated by ordinary operations and borrowings or, if necessary, from the sale of its assets, particularly its players, whose overall market value, which largely exceeds their carrying amounts, represents a solid foundation for the going concern of the Company. In addition, it is worth to note that, as of today, the controlling Shareholder, through Neep Roma Holding, never failed in respect of the undertakings it took.

Board members will monitor actuals compared to updated Forecast and will evaluate potential adjustments, if necessary.

Accordingly, after completing the opportune analyses, the Company and the Group have been considered to be operating on a going-concern basis by the Board of Directors, and this Report has therefore been prepared on a going-concern basis.

ANNEX A: ISSUER BY-LAWS (STATUTO)

TITLE I: INCORPORATION – NAME – REGISTERED OFFICE AND DURATION OF THE COMPANY

ARTICLE 1

1.1 A joint stock company is incorporated under the name of ASR MEDIA AND SPONSORSHIP S.p.A.

ARTICLE 2

2.1 The company has its registered office in Rome.

2.2 The administrative body may move the registered office to any other address of the same Municipality by resolution, subject to approval at the first shareholders' meeting. The company may also open, close or change branches, subsidiaries, agencies, representative offices and local units in general, even abroad, by resolution of the shareholders' meeting.

ARTICLE 3

3.1 The duration of the company is established as until December 31, 2070 and may be extended, one or more times, by resolution of the shareholders' meeting.

TITLE II – PURPOSE OF THE COMPANY

ARTICLE 4

4.1 It is the object of the company to incorporate, manage and operate intangible assets in the sports sector.

To this regard, the company, also through the purchase of interests in companies, both in corporations and in partnerships, may carry out the following activities:

(a) to register or acquire for any purpose trademarks and distinctive signs;

(b) to assume and grant licenses and sub-licenses for the use and exploitation of trademarks and distinctive signs and/or other intellectual property rights;

(c) to publish or participate in the publication of magazines and periodicals;

(d) to publish or participate in the publication, management or participate in the management of sites and platforms for the diffusion of online and offline contents;

(e) to register or acquire in any way models or drawings, or other intangible rights, including copyrights;

(f) to set up, acquire and/or manage databases;

(g) to enter into agreements, contracts and conventions with persons, companies and entities for the provision of services relating to and connected with the economic exploitation of trademarks and distinctive signs and/or other intellectual property rights;

(h) to acquire, rent or lease companies in sectors considered suitable for the diffusion and the economic exploitation of trademarks and distinctive signs and/or other intellectual property rights;

(i) to assume and grant licenses, sub-licenses, authorizations in general for the supply and/or provision of food, beverages and anything else that may concern catering to third parties, including Public and Private Entities;

(j) to broadcast its own or third parties' radio and television programs and signals, over the air, both in analogue and digital technology and also by satellite, cable, wire, free-to-air and/or encrypted and by any other means, as well as to install, operate, manage, develop and upgrade the equipment and means, including connections, relating to the above-mentioned activities;

(k) to produce, purchase, commercialize and exploit in any other form and by any means permitted works, programs and services of any kind and nature which are suitable to be the subject of the above-mentioned activities; and

(l) to carry out all types of merchandising and marketing activities connected with events in the sports field, carry out advertising in general in any form including the press, broadcast on radio and television and by any other means, carry out marketing activities including by organizing conferences and congresses, carry out market analyses and research on its own or on behalf of third parties; carry out public relations activities, including the organization of conferences, seminars, study meetings, entertainment events, carry out press offices and organize service centres.

4.2 In order to achieve its objectives, the company may undertake movable, immovable, commercial, industrial and financial transactions, including:

(a) to purchase interests in other companies, both in corporations and in partnerships, both Italian and foreign companies with a similar, related or connected activity in respect of the activity carried out by the company or by the participating entities;

(b) to assume and disburse loans and financing; and

(c) to grant movable or real estate, real or personal guarantees as collateral, which is deemed useful, needed or connected, in all cases with a prohibition on undertaking financial intermediation activities that are reserved by law to the companies indicated under the *T.U. Bancario* and *T.U. sull'Intermediazione Finanziaria* (Legislative Decree No. 385 of 1/9/1993 and Legislative Decree No. 58 of 24/2/1998, as subsequently integrated and amended).

TITLE III – CAPITAL – SHARES – BONDS – WITHDRAWAL

ARTICLE 5

5.1 The share capital is equal to €200,000.00 (Euros two hundred thousand) represented by 200,000 (two hundred thousand) ordinary shares with par value equal to €1.00 (Euro one).

5.2 The capital may also be increased with non-cash contributions within the limits permitted by the law.

5.3 In the event of a capital increase by way of new contributions, the newly issued shares, unless otherwise resolved by the shareholders' meeting in compliance with the limits provided for by the law, must be offered as option to the shareholders.

ARTICLE 6

6.1 The shares are registered (nominative). Each share entitles the holder to one vote.

6.2 The status of shareholder constitutes, per se, adherence to these Articles of Association.

ARTICLE 7

7.1 The shares are freely transferable in compliance with the applicable laws.

ARTICLE 8

8.1 The company may issue bonds in accordance with the applicable law.

8.2 The bonds' issuance is resolved upon by the board of directors, by means of a resolution that must be recorded in minutes drafted by a notary public. The decision to issue bonds must be registered with the Register of Companies.

ARTICLE 9

9.1 Shareholders may provide loans with the right to reimbursement of the sum disbursed, even if not on a *pro rata* basis to their respective participations to the share capital, according to the procedures and within limits set out by the law applicable from time to time in relation to the raising of funds.

ARTICLE 10

10.1 Each shareholder is entitled to withdraw from the company in the cases provided for by the law, without prejudice to the provisions of Article 10.2.

10.2 The right of withdrawal does not apply in the case of:

(a) extension of the duration of the company;

(b) the introduction, amendment or removal of restrictions on the transfer of shares.

ARTICLE 11

11.1 The shareholders' domicile, for the purposes of their relations with the company, is the one entered onto the shareholders' ledger. It is the responsibility of the shareholder to notify any change of domicile and/or telephone, fax and email contact details.

TITLE IV – SHAREHOLDERS' MEETING

ARTICLE 12

12.1 Ordinary and extraordinary shareholders' meetings are normally held in the Municipality in which the company's registered office is located, unless the administrative body decides otherwise, provided that the venue is in Italy, in any other EU member state or in the United States of America.

12.2 Shareholders' meetings are convened by the administrative body by means of notice communicated in such a way to provide proof of receipt at least eight days prior to the meeting by means, including electronic means.

12.3 The ordinary shareholders' meeting must be convened at least once per year to approve the financial statements, within one hundred and twenty days from the end of the financial year.

12.4 Meetings may be held by means of telecommunications, provided that:

(a) the chairman of the meeting is able to ascertain the identity and eligibility to attend of those present; to regulate the course of the meeting; to acknowledge and announce the results of votes;

(b) the secretary of the meeting is able to adequately follow the events that occur during the meeting which are to be recorded;

(c) the attendees are able to participate in the discussion and simultaneous voting on the items on the agenda, exchanging documentation if necessary; and

(d) the written notice shall indicate the venues connected by means of telecommunications at which the entitled persons may participate. The meeting shall be deemed to have taken place at the place where the chairman of the meeting and the secretary are present.

ARTICLE 13

13.1 Attendance at shareholders' meetings is governed by the applicable law.

ARTICLE 14

14.1 Any shareholder entitled to attend the shareholders' meeting may be represented by a written proxy in accordance with the law.

ARTICLE 15

15.1 Shareholders' meetings are chaired by the sole director or by the chairman of the board of directors or, in the event of their absence or incapacity, by the vice-president, if appointed. In their absence, the meeting may be chaired by another person appointed by the majority of the attendees.

15.2 The chairman of the meeting shall be assisted by a secretary, even if he or she is not a shareholder, appointed by those present.

ARTICLE 16

16.1 The shareholders' meeting shall adopt resolutions on all matters within its competence as provided by law.

16.2 Resolutions at both ordinary and extraordinary shareholders' meetings, in the first and in the second call, are adopted by the majorities required by law in the relevant cases.

16.3 Resolutions of the shareholders' meeting adopted in accordance with law and these Articles of Association, bind all shareholders, including non-participating or dissenting shareholders.

TITLE V – ADMINISTRATIVE BODY

ARTICLE 17

17.1 At the discretion of the shareholders' meeting, the company may be managed by a sole director or by a board of directors composed of not less than three and no more than seven members. The shareholders' meeting shall determine the number within the said limits.

17.2 The administrative body is appointed for up to three financial years and may be re-elected.

17.3 The shareholders' meeting may, including during its term of office, change the number of the members of the board of directors, in all cases within the limits established in the first point of this Article, making the relevant appointments. The term of office of directors so appointed shall expire together with the members in office.

17.4 The non-compete provisions under Article 2390 of the Italian Civil Code do not apply to the directors.

17.5 In the event that during the financial year, one or more directors cease from office, the procedure established in Article 2386 of the Italian Civil Code shall be complied with. If the majority of the directors appointed by the shareholders' meeting cease from office, the entire board shall be deemed to have resigned and a shareholders' meeting must be immediately convened by the remaining directors to reconstitute the board.

ARTICLE 18

18.1 If the shareholders' meeting has not resolved so, the board of directors shall elect a chairman among its members. It may elect a vice-president, who shall replace the chairman in the event of absence or impediment.

18.2 The board, upon the chairman's proposal, shall appoint a secretary, even if he or she is not part of the company.

ARTICLE 19

19.1 In the event the company is managed by a board of directors, at least one member (hereinafter, the "**Independent Director**") must meet the independence requirements indicated hereunder on the date of the relevant appointment and in the five years prior to the appointment:

(a) he or she must not be, and must not have been a holder of direct or indirect shareholdings in the shareholders AS Roma S.p.A. and Soccer S.a.s. di Brand Management S.r.l. (or in companies directly or indirectly controlled by it);

(b) he or she must not be, and must not have been a creditor, employee, director or statutory auditor of any of the entities in the category indicated in point (a) above;

(c) he or she must not be, and must not have been linked to any of the entities in the category indicated in letter (a) above by relationships of self-employment, autonomous employment or by other relationships of a financial or professional nature that may compromise their independence;

(d) he or she must not be, and must not have been the direct or indirect holder of shareholdings in any of the entities coming into the category indicated in letters (b) and (c) above;

(e) he or she must not be, and must not have been the spouse, cohabitant for more than one year, relative or relative by marriage up to the fourth degree of any of the persons in the categories indicated in letters (a), (b), (c) and (d) above.

19.2 The board of directors must be immediately notified if the requirements for the position of Independent Director no longer pertain to the person who ceases from the office.

If the Independent Director ceases to hold office for any reason and a new Independent Director is not appointed within the following 30 days, the entire Board of Directors shall be deemed to have ceased with effect from the subsequent reconstitution of the Board. In such cases, the directors remaining in office must urgently convene a shareholders' meeting to appoint the entire board of directors and, in the meantime, may only perform acts of ordinary administration.

ARTICLE 20

20.1 The board shall meet at the place indicated in the written notice, this location may be outside the company's registered office provided that the venue is in Italy, in any other EU member state or in the United States of America, whenever the chairman or, in the event of his absence or impediment, the vice-president deem it necessary or when requested in writing by the majority of its members or by the board of statutory auditors.

20.2 The Board meetings may also be held by means of telecommunications, provided that all the attendees can be identified, that their identification is recorded in the minutes, that they are able to follow the discussion and speak in real time on items on the agenda and exchange documentation if necessary. In such cases, the meeting shall be deemed to be held in the place where the chairman of the meeting is located and where the secretary must also be located to enable the drafting and signing of the relevant minutes.

20.3 A meeting is normally convened at least three days prior to the date of the meeting or in cases of urgency, 24 hours before the meeting by written notice sent by registered letter, return receipt or any other mean which ensure proof of receipt (for example telefax or email).

ARTICLE 21

21.1 Board meetings shall be chaired by the chairman or, in the event of absence or incapacity, by the vice-president, if appointed. In the latter's absence, the eldest director shall chair the meeting.

ARTICLE 22

22.1 The presence of a majority of the directors in office is required in order for board meetings to be valid.

22.2 Resolutions are adopted by an absolute majority of the votes of those present. In the event of a tie, the proposal is rejected.

22.3 The following resolutions cannot be adopted unless voted in favour by the Independent Director:

(a) a decision to submit the company to any insolvency proceedings (except for bankruptcy proceedings or, as of the date of entry into force of Legislative Decree No. 14 of 12/1/2019 (*Codice della crisi d'impresa e dell'insolvenza*), of mandatory liquidation proceedings (*liquidazione giudiziale*), or any other application or claim aimed at subjecting the company to similar proceedings, the presentation of which is compulsory if the conditions provided for by the applicable laws are met) the approval of a recovery plan as indicated in Article 67, paragraph III, letter d), of Royal Decree No. 267 of March 16, 1942 (or, as of the date of entry into force, Article 56 of Legislative Decree No. 14 of 12/1/2019), the submission of a proposal or the signing of a restructuring agreement pursuant to Article 182-*bis* of Royal Decree No. 267 of March 16, 1942 (or, as of the date of entry into force, Articles 57-64 of Legislative Decree No. 14 of 12/1/2019);

(b) a decision to convene a shareholders' meeting of the company in order to resolve upon the following matters:

(i) amendments to these articles of association which, in the opinion of the Independent Director, on the basis of objective assessment criteria, could prejudice the credit rights of the company's lending banks, except in the case of amendments required by law; and

(ii) any decision that may involve the voluntary liquidation or premature dissolution of the company (including by reducing its duration), unless required by law.

22.4 The Board of Directors shall be validly constituted if, even in the absence of the notice given in the form and manner indicated above, all the directors in office and all the members of the board of statutory auditors are present.

ARTICLE 23

23.1 The decisions of the sole director and the resolutions of the board of directors shall be recorded in minutes which, signed by the sole director or the chairman and secretary of the meeting, are transcribed into an appropriate minute book kept as provided by law.

23.2 Copies of the minutes shall be fully authentic if signed by the sole director, or by the chairman or the person acting as chairman and the secretary.

ARTICLE 24

24.1 The administrative body is vested with all powers and may perform all acts of ordinary and extraordinary administration, except for those that the law and these Articles of Association strictly reserve for the shareholders' meeting.

24.2 The appointing resolution may set out limits to the directors' powers.

ARTICLE 25

25.1 The board of directors may delegate its powers, within the limits established in Article 2381 of the Italian Civil Code, to an executive committee and/or to one or more of its members, determining the content, limits, and any procedures for exercising the mandate.

25.2 The delegated bodies shall report to the Board of Directors and the Board of Statutory Auditors at least every six months on general business performance, the business outlook, and on the most significant transactions – in terms of their size or characteristics – undertaken by the company and its subsidiaries.

25.3 The delegated bodies may grant, in the context of the powers conferred on them, mandates for individual acts or categories of acts to employees of the company and to third parties, with the power to sub-delegate.

ARTICLE 26

26.1 The sole director, the chairman of the board of directors and the managing director, within the limits of its delegated powers, shall have the power of signature and representation of the company.

ARTICLE 27

27.1 The sole director or members of the board of directors shall be entitled to the reimbursement of expenses incurred for their office. The shareholders' meeting appointing the directors may also grant to them an annual remuneration either in fixed terms or proportionally with the net profits of the year as well as an indemnity for the termination of office and resolve upon its provision in the related retirement fund.

27.2 In case of appointment of an executive committee or managing directors the relevant remuneration is determined by the board of directors upon their appointment.

TITLE VI – THE BOARD OF STATUTORY AUDITORS AND STATUTORY AUDIT

ARTICLE 28

28.1 The shareholders' meeting appoints the Board of Statutory Auditors, consisting of three statutory auditors, and determines their remuneration. The shareholders' meeting also elects two alternate auditors. If, during their term of office, one or more statutory auditors cease from office, they shall be replaced by the alternate auditors.

28.2 Statutory auditors who cease from the office may be re-appointed.

28.3 Meetings of the Board of Statutory Auditors may also be held by means of telecommunications, provided that all participants can be identified, that their identification is recorded in the minutes, that they are able to follow the discussion and speak in real time on items on the agenda and exchange documentation if appropriate. In such cases, the meeting of the board of statutory auditors shall be deemed to be held in the place where the person chairing the meeting is located.

28.4 The accounting audit is carried out by the Board of Statutory Auditors, until it is assigned to an external auditor or auditing firm.

TITLE VII – FINANCIAL STATEMENTS AND PROFITS

ARTICLE 29

29.1 The financial year closes on June 30 of each year.

29.2 At the end of each financial year, the administrative body shall, as prescribed by the law, prepare the company's financial statements.

29.3 The shareholders' resolution approving the financial statements resolves upon the distribution of dividends to shareholders.

TITLE VIII – DISSOLUTION AND LIQUIDATION OF THE COMPANY

ARTICLE 30

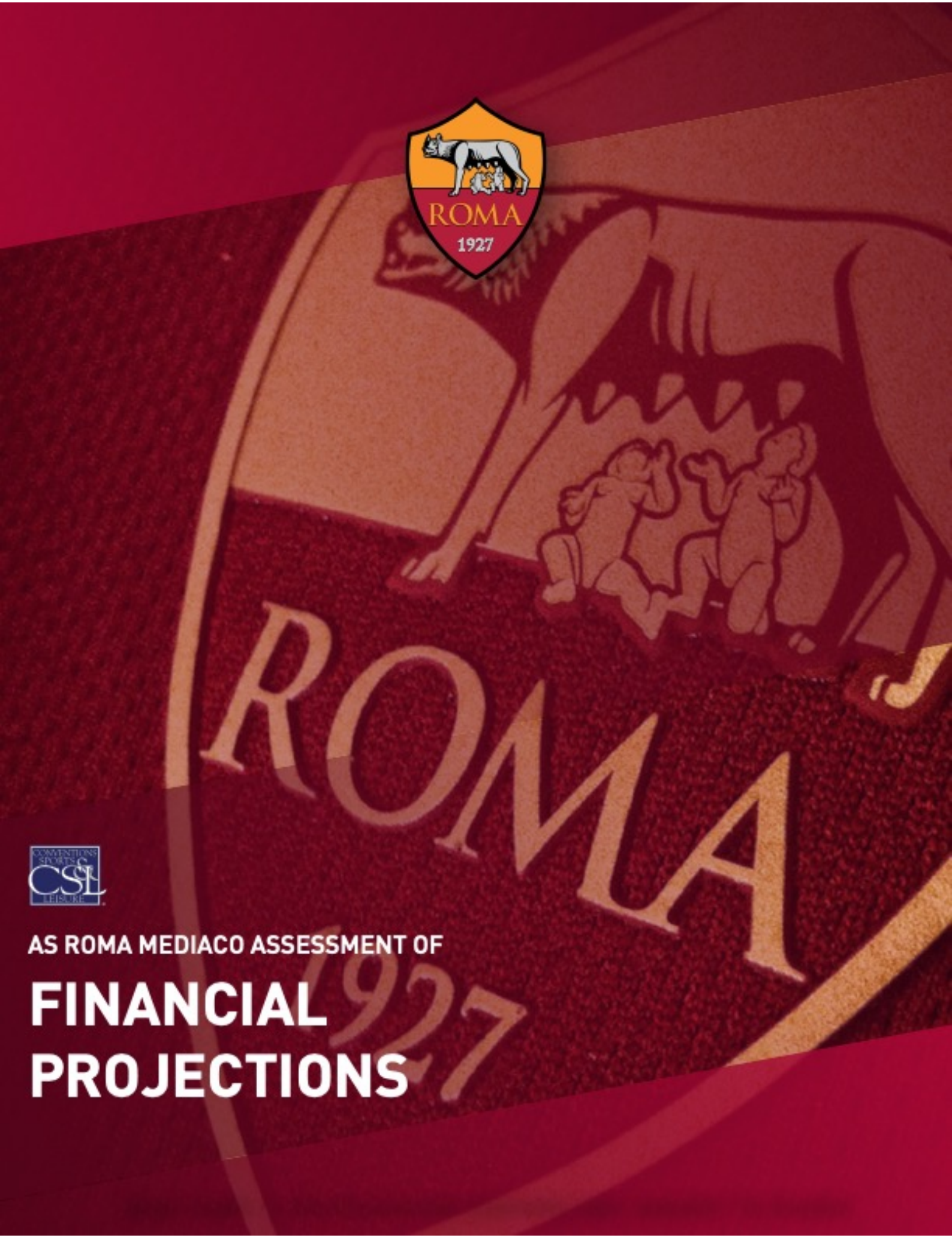
30.1 If a dissolution event occurs the relevant law provisions (Articles 2484 et seq. of the Italian Civil Code) shall apply.

TITLE IX – GENERAL PROVISIONS

ARTICLE 31

For any matter not expressly provided for in these Articles of Association, the provisions of the Italian Civil Code and special laws on the matter shall apply.

ANNEX B: CSL REPORT



AS ROMA MEDIACO ASSESSMENT OF

FINANCIAL PROJECTIONS

July 25, 2019

ASR Media and Sponsorship S.R.L.
Via Emilia, 47
00187 Rome
Italy

Dear Sirs:

Conventions, Sports & Leisure International ("CSL") is pleased to present this draft report to Associazione Sportiva Roma ("AS Roma" or "Club") related to an evaluation of the operations and cash inflow projections for the Roma Media and Sponsorship S.R.L. ("MediaCo"), and an assessment of the sustainability of such operations and projections through FY 2020 and FY 2021. The attached report summarizes our research and analyses and is intended to serve as a projection of future MediaCo cash inflows in FY 2020 and FY 2021.

The information contained in this report is based on estimates, assumptions and other information developed from a review of the market, knowledge of the sports and entertainment industries and other factors, including certain information provided by you and others. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

We sincerely appreciate the opportunity to assist you with this project, and would be pleased to be of further assistance in the interpretation and application of the study's findings.

Very truly yours,

CSL International

CSL International

Conventions, Sports & Leisure International
One Cowboys Way, Suite 325 • Frisco, TX 75034 • Telephone 972.491.6901 • Facsimile 972.491.6903

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1. Introduction

Associazione Sportiva Roma ("AS Roma" or "Club") has a long, storied history that dates back nearly 100 years. Since its founding in 1927, AS Roma has been one of the most successful clubs in Italy, participating in the county's highest level of professional football in all but one year of its existence. Domestically, the Club has won three Serie A titles, nine Coppa Italia titles, two Supercoppa Italiana titles, and has firmly established itself as one of Italy's "Big Four" clubs.

Since being acquired in 2011 by an investment group led by James Pallotta, the Club has dedicated a significant amount of resources to transform itself into a world-renowned football brand capable of winning at the highest levels of European competition. The Club's investment in itself over the past eight years has paid-off, as it participated in five consecutive UEFA Champions League competitions from 2014-15 to 2018-19, culminating in a run to the semi-finals in 2017-18 in which the Club defeated five-time European champion FC Barcelona in the quarterfinals.

In addition to its on-pitch success, the Club has also experienced significant growth in its business operations and international exposure. In recent years, the Club has secured major commercial partnerships with Qatar Airways, Nike, and Hyundai, which combined with its Champions League success, has propelled the Club into consistent inclusion in the annual Deloitte Football Money League report of the 20 highest revenue-generating clubs in European football. Furthermore, AS Roma has been a participant in the International Champions Cup, an annual exhibition competition that features the top football clubs from around the world, four times since 2014.

As a means of analyzing its future growth potential, ASR Media and Sponsorship S.R.L ("MediaCo") engaged Conventions, Sports & Leisure International ("CSL") to provide an evaluation of the operations and cash inflow projections for AS Roma and its MediaCo business plan and an assessment of the sustainability of such operations and projections through FY 2020 and FY 2021. This evaluation included an assessment of projected broadcast, sponsorship, and UEFA competition bonus inflows based on a review of the demographic and socioeconomic characteristics of the Rome market, an analysis of the historical operations and performance of AS Roma, and benchmark data from comparable European football clubs as it relates to league and UEFA competition performance, sponsorship and broadcast inflows. It should be noted that the cash inflow potential analyzed herein is focused on FY 2020 and FY 2021.

This report outlines the key findings of an evaluation of the operations and cash inflow projections for AS Roma and the MediaCo business plan and an assessment of the sustainability of such operations and projections through FY 2020 and FY 2021. The report should be read in its entirety to obtain the background, methods, and assumptions underlying the findings.

The study's findings are presented in the following sections:

1. Introduction
2. Executive Summary
3. European Football Overview

1. Introduction

4. Market Overview & Comparison
5. Broadcast & Commercial Rights Review
6. MediaCo Financial Projections

2. Executive Summary

In 2011, an investment group led by James Pallotta acquired AS Roma with the vision of establishing the Club as a premier football brand. As such, AS Roma has dedicated significant resources to transform itself into a world-renowned football brand capable of winning at the highest levels of European competition. In order to assess its future growth potential, the Club engaged CSL to provide an evaluation of the operations and cash inflow projections for AS Roma and the Roma MediaCo business plan and an assessment of the sustainability of such operations and projections through FY 2020 and FY 2021.

As part of this analysis, CSL assessed the projected MediaCo cash inflows, including Indirect Media Inflows, Direct Media Inflows and Sponsorship and Other Inflows, by reviewing Rome market characteristics, analyzing historical operating results and drawing comparisons with other successful European football clubs. The table to the right presents a summary of MediaCo and CSL's projected cash inflows and outflows for FY 2020 to FY 2021.

As shown, MediaCo estimates that it will generate total cash inflows of €136.3 million in FY 2020, escalating to €175.5 million in FY 2021 due to Champions League participation. Overall, MediaCo's projections presented herein are reasonable based on contractually-secured sponsorship and commercial agreements, the Club's current and historical on-pitch success, the Club's expanding brand and fanbase, and the continued growth of key broadcast inflow streams.

MediaCo Cash Inflow Projections
FY 2020 to FY 2021

Financial Model	FY 2020	FY 2021
INDIRECT MEDIA INFLOWS		
LNP Media		
CSL Projections	€ 81.9	€ 83.6
TIM Cup Media		
CSL Projections	€ 1.4	€ 2.1
UEFA Market Pool		
CSL Projections	€ 10.1	€ 22.0
UEFA Participation Bonuses		
CSL Projections	€ 6.9	€ 24.1
Subtotal: Indirect Media Inflows		
CSL Projections	€ 100.3	€ 131.8
MediaCo Projections	€ 93.8	€ 131.9
Variance	7.0%	-0.1%
DIRECT MEDIA INFLOWS		
Other Broadcast Inflows		
CSL Projections	€ 7.6	€ 8.7
Subtotal: Direct Media Inflows		
CSL Projections	€ 7.6	€ 8.7
MediaCo Projections	€ 7.6	€ 8.7
Variance	0.0%	0.0%
SPONSORSHIP AND OTHER INFLOWS		
Main Sponsor		
CSL Projections	€ 18.5	€ 19.0
Technical Sponsor		
CSL Projections	€ 5.2	€ 5.2
Other Sponsorship		
CSL Projections	€ 8.5	€ 8.8
NIKE Royalties		
CSL Projections	€ 0.5	€ 0.5
Licensing		
CSL Projections	€ 2.1	€ 1.5
Subtotal: Sponsorship and Other Inflows		
CSL Projections	€ 34.8	€ 35.0
MediaCo Projections	€ 34.8	€ 35.0
Variance	0.0%	0.0%
TOTAL CASH INFLOWS:		
CSL Projections	**€ 142.7**	**€ 175.5**
MediaCo Projections	**€ 136.3**	**€ 175.5**
Variance	**4.7%**	**0.0%**

CSL estimates that MediaCo will generate total cash inflows of €142.7 million in FY 2020, growing to €175.5 million in FY 2021, 4.7 percent above MediaCo's projections for FY 2020 and representing a negligible difference for FY 2021.

2. Executive Summary

This Executive Summary highlights the key findings of the study's research and analyses. The report should be read in its entirety to obtain the background, methods and assumptions underlying the conclusions.

3. European Football Overview

Founded in 1927, AS Roma has participated in Serie A, the highest level of Italian football, for all but one year of its existence. The club has won the league title three times (most recently in 2000-01) and is a nine-time winner of the Coppa Italia ("TIM Cup"), winning back-to-back titles from 2006-07 to 2007-08. In recent years the club has seen additional success on an international level, participating in six UEFA Champions League and two UEFA Europa League competitions over the past 10 seasons.

As a result of this success, AS Roma is one of the most popular clubs in Italy and the world. Currently, the Club has an estimated 89.4 million supporters across 45 countries including those in the Americas, Europe, the Middle East and Asia, and has expanded the worldwide reach of its brand through participation in a variety of friendly matches and tours in the United States, Canada and Asia.

The Club currently ranks among the Top 20 European football clubs in terms of revenue, having competed in the UEFA Champions League during the 2018-19 season and undertaken many strategic initiatives to increase domestic and international revenues. The following pages provide a review of the domestic and international competitions in which AS Roma competes, including performance results for the past 10 years.

DOMESTIC COMPETITION

Serie A, the domestic league in which AS Roma competes, is a professional football league for the top clubs in the Italian football system. Operating for over 90 years (started in the 1929-30 season), Serie A is regarded as one of the best football leagues in the world, often being described as the most tactical of the European national leagues. It ranks fourth among European leagues according to UEFA's league coefficient, behind only Spain's LaLiga, the English Premier League and Germany's Bundesliga.

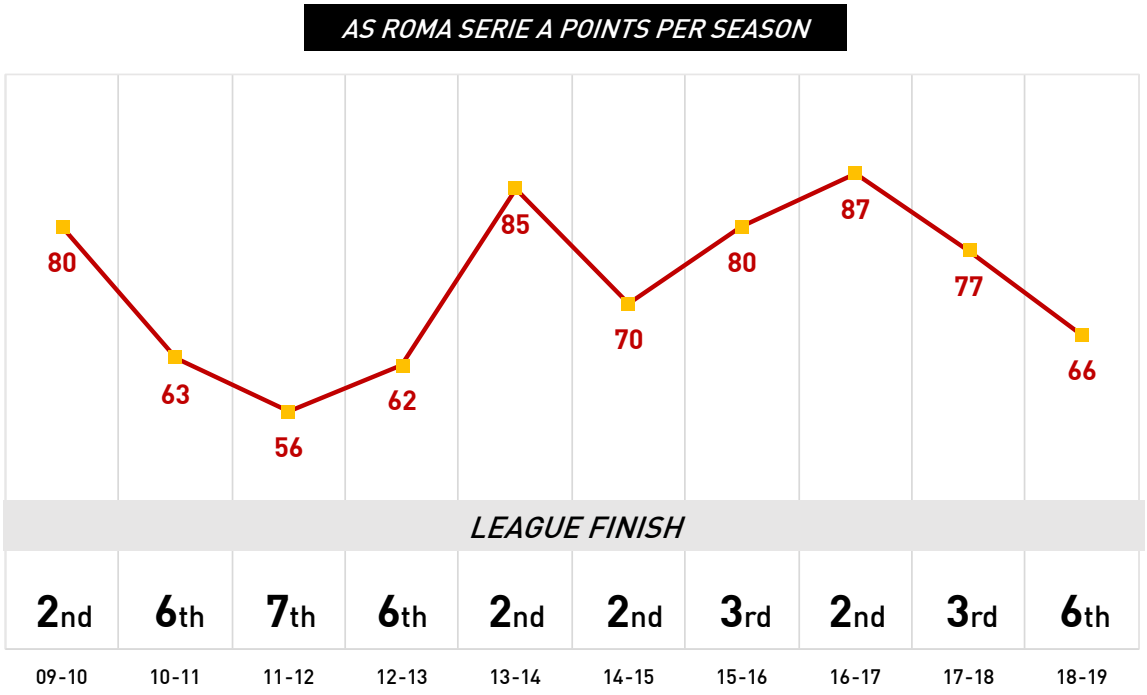


Twenty clubs across Italy, primarily concentrated in the country's northern and central regions, currently comprise the league. During the season, which runs from August to May, each club plays the other clubs twice - once at home and once away - totaling 38 matches per season. Clubs are

3. European Football Overview

awarded three points per victory and one point per draw. The league points leader at season's end is awarded the Coppa Campioni d'Italia, while the three lowest-placed teams are relegated to Serie B and replaced by the top three finishers from this second-tier league.

Over the past 10 years AS Roma has an average Serie A finish of fourth, including four runner-up finishes. In 2019-20 the club will participate in Europa League play following a 66 point, sixth-place league finish in 2018-19, as shown in the figure below.



The TIM Cup, or Coppa Italia, is the annual Italian football domestic cup competition that comprises a total of 78 professional and amateur clubs from Serie A, Serie B, Lega Pro and Serie D, the four major leagues of the Italian football system. There are a total of eight rounds in the competition, with the first round contested by the lowest-ranked clubs in Lega Pro and Serie D, the second round seeing the inclusion of Serie B clubs and the third round seeing the inclusion of the 12 lowest-ranked Serie A clubs from the previous season. The remaining eight Serie A clubs join the competition in the fourth round, at which point 16 teams remain.

3. European Football Overview

AS Roma has historically recorded strong performances in the Coppa Italia competition. Over the past 10 seasons, the Club has appeared in the finals of the tournament twice and the semi-finals three times, and has only been knocked out of the Round of 16 twice.

Roma, Juventus, AC Milan, Inter Milan, Fiorentina, Lazio and Napoli are known as the Seven Sisters of Italian football, consistently competing for the Coppa Italia and Coppa Campioni d'Italia and playing strong football both domestically and across Europe. The table below presents a summary of the average attendance for Serie A clubs during 2018-19 domestic season.

A.S. Roma
Historical Coppa Italia

Season	Finish
2018-19	Quarter-Final
2017-18	Round of 16
2016-17	Semi-Final
2015-16	Round of 16
2014-15	Quarter-Final
2013-14	Semi-Final
2012-13	Final
2011-12	Quarter-Final
2010-11	Semi-Final
2009-10	Final

Italian Serie A Attendance Comparison
2018-19 Season

Rank	Club	Capacity	Total Attendance	Average Attendance	Home Matches	Average % Capacity
1	Inter Milan	80,018	1,116,991	58,789	19	73.5%
2	AC Milan	80,018	1,038,369	54,651	19	68.3%
3	Juventus	41,507	744,667	39,193	19	94.4%
4	**AS Roma**	**73,261**	**733,799**	**38,621**	**19**	**52.7%**
5	Lazio	73,261	700,416	36,864	19	50.3%
6	Fiorentina	47,282	591,299	31,121	19	65.8%
7	Napoli	60,240	551,000	29,000	19	48.1%
8	Genoa	36,599	412,984	21,736	19	59.4%
9	Torino	27,994	406,315	21,385	19	76.4%
10	Bologna	36,462	403,503	21,237	19	58.2%
11	Udinese	25,144	385,985	20,315	19	80.8%
12	Samporida	36,348	384,997	20,263	19	55.7%
13	Atalanta	24,758	347,396	18,284	19	73.9%
14	Parma	22,352	313,918	16,522	19	73.9%
15	Cagliari	16,416	292,581	15,399	19	93.8%
16	SPAL	16,134	257,526	13,554	19	84.0%
17	ChievoVerona	31,045	247,684	13,036	19	42.0%
18	Frosinone Calcio	16,227	239,248	12,592	19	77.6%
19	Sassuolo	24,584	239,248	12,592	19	51.2%
20	Empoli	19,847	180,614	9,506	19	47.9%
Average (excluding Roma)		**37,697**	**466,039**	**24,528**	**19**	**67.1%**
Median (excluding Roma)		**31,045**	**385,985**	**20,315**	**19**	**68.3%**

3. European Football Overview

As shown, AS Roma was one of the best-attended clubs in 2018-19, with a reported average attendance of approximately 38,600 per match that ranked fourth-highest among the 20 Serie A clubs behind only Inter Milan, AC Milan and Juventus. It should be noted that AS Roma reported the fourth-highest average attendance in Serie A while filling only 52.7 percent, on average, of the total seating capacity of their 73,261-seat home Stadio Olimpico.

INTERNATIONAL COMPETITION

There are 29 countries with professional football league organizations affiliated with the internationally-recognized European Leagues association, including Italy's Serie A. Of these leagues, five have teams in the Deloitte Football Money League, which names the top 20 teams by revenue generation in all of international football. These 'big five' leagues include:

- LaLiga (Spain);
- Premier League (England);
- Bundesliga (Germany);
- Serie A (Italy); and,
- Ligue 1 (France).

European clubs dominate the Money League, as shown in the map on the right, with strong revenue growth across the continent's 'big five' leagues in recent years driven by significant broadcast revenues associated with domestic and international competitions.



The table on the following page presents a summary of the average attendance (domestic league matches only) of these Top 20 European football clubs during the 2018-19 season.

3. European Football Overview

Deloitte Money League Club Attendance Comparison 2018-19 Season						
Rank	Club	Capacity	Total Attendance	Average Attendance	Home Matches	Average % Capacity
1	Borussia Dortmund	81,365	1,373,940	80,820	17	99.3%
2	FC Barcelona	99,354	1,428,952	75,208	19	75.7%
3	Bayern Munich	75,000	1,275,000	75,000	17	100.0%
4	Manchester United	75,635	1,415,462	74,498	19	98.5%
5	Real Madrid	81,044	1,158,373	60,967	19	75.2%
6	Schalke 04	62,271	1,035,997	60,941	17	97.9%
7	Arsenal	60,432	1,138,081	59,899	19	99.1%
8	Inter Milan	80,018	1,116,991	58,789	19	73.5%
9	West Ham United	57,000	1,108,384	58,336	19	102.3%
10	Atletico de Madrid	67,703	1,065,045	56,055	19	82.8%
11	AC Milan	80,018	1,038,369	54,651	19	68.3%
12	Tottenham Hotspur	90,000	1,030,104	54,216	19	60.2%
13	Manchester City	55,017	1,028,470	54,130	19	98.4%
14	Liverpool	53,394	1,006,677	52,983	19	99.2%
15	Newcastle United	52,405	971,299	51,121	19	97.5%
16	Paris Saint-Germain	47,929	891,309	46,911	19	97.9%
17	Chelsea	41,631	768,303	40,437	19	97.1%
18	Juventus	41,507	744,667	39,193	19	94.4%
19	Everton	39,595	736,820	38,780	19	97.9%
20	**AS Roma**	**72,698**	**733,799**	**38,621**	**19**	**53.1%**
Average (excluding Roma)		**65,333**	**1,070,118**	**57,523**	**19**	**90.3%**
Median (excluding Roma)		**62,271**	**1,038,369**	**56,055**	**19**	**97.9%**

As shown, when compared to the Top 20 Deloitte Money League clubs, AS Roma ranks last with an average reported attendance of approximately 38,600 per match.

The world's highest earning football clubs ("Top 20 European clubs"), in addition to clubs in smaller leagues throughout Europe, participate in competitions sanctioned by the Union of European Football Associations ("UEFA") annually, including the UEFA Champions League and UEFA Europa League competitions.

The UEFA Champions League ("UCL") has been contested annually since 1955 by top-division European clubs to determine the best team in Europe. In its present format, the competition begins in the summer months with two (2) preliminary rounds, four (4) knockout qualifying rounds and a playoff round. The six teams remaining after the conclusion of the playoff round join 26 pre-qualified clubs in the competition's group stage, wherein the 32 teams are drawn into eight (8) groups and compete in a double round-robin format.

3. European Football Overview

Eight UCL group winners and eight runners-up proceed to the competition's knockout phase, playing home and away matches each round, ultimately culminating in the UCL final match in late May.

Various proposals related to future restructuring of the competition strongly favor the elite clubs in Europe's top five leagues, leaving only four spaces of the 32 available in the group stage of the competition for clubs from leagues in Europe's 55 national federations. The top 24 teams in the 32-team group stage would qualify automatically for the next season's competition, guaranteeing continued participation from Europe's elite clubs. As such, AS Roma's qualification would be less dependent on seasonal Serie A performance, and the cash inflows associated with UCL participation would likely increase as the continent's most successful and popular clubs are nearly guaranteed participation.

The UEFA Europa League ("UEL") is the second-tier competition of European club football. The competition, founded in 1971, begins with four (4) knockout qualifying rounds and a playoff round. The 21 clubs remaining after the conclusion of the playoff round join 10 losers from the UCL playoff and third qualifying rounds and 17 domestic cup winners in the competition's group stage, wherein the 48 teams are drawn into 12 groups and compete in a double round-robin format. The 24 clubs remaining after the group stage join the eight third-place finishers from the UCL group stage in knockout competition rounds, culminating in the UEL final match in late May. The winner of the Europa League earns an automatic qualification to UEFA Champions League the following season.

The UEFA country coefficient is used to rank the football associations of Europe and thus determine the number of clubs from an association that will participate in the UCL and the UEL. The coefficient is determined by the results of given associations' clubs in the UCL and the UEL competitions over the past five seasons. Italy, with a country coefficient of 12.642, currently ranks third in Europe.

Italy's strong results in European football competitions guarantees Serie A the maximum-available four clubs with direct qualification to the UCL group stages. Clubs finishing fifth and sixth qualify for the UEL competition. A third UEL entry is reserved for the winner of the TIM Cup. If the TIM Cup champion has already qualified for a European football competition by finishing among the top six teams in Serie A, the seventh-ranked team in Serie A is awarded UEL entry.

3. European Football Overview

AS Roma has recorded strong performances in recent UEFA competition, including reaching the Champions League semi-final during the 2016-17 season. Over the past 10 years, the club has participated in six Champions League competitions and two Europa League competitions, and will participate in the Europa League during the 2019-20 season.

A.S. Roma
Historical European Competitions

Season	Tournament	Finish
2018-19	Champions League	Round of 16
2017-18	Champions League	Semi-Final
2016-17	Champions League	Playoff
2015-16	Champions League	Round of 16
2014-15	Champions League	Group Stage
2013-14	n/a	n/a
2012-13	n/a	n/a
2011-12	Europa League	Playoff
2010-11	Champions League	Round of 16
2009-10	Europa League	Round of 32

4. Market Overview & Comparison



Italy, the fourth-most populous member country of the European Union, has long been considered one of the world's most culturally and economically advanced countries. Recent political and economic disruption, however, has compounded disparities between the country's 20 regions across Northern, Central and Southern Italy, highlighting the relevance of region-specific demographic and socioeconomic characteristics as outlined over the following pages. These characteristics are an important aspect in holistically understanding the strength of the market supporting ongoing AS Roma operations.

Population

Italy had a total population of 60.5 million residents in 2018 (the year of most recent data), comprised of approximately 25.9 million households. Lombardy, a northern Italian region whose capital, Milan, is a European cultural center, is the country's most populous region with 10.0 million residents. Central Italy's Lazio region, wherein Rome is located, is the country's second-most populous region with approximately 5.9 million residents.

Today's total population represents an approximate 0.5 percent decline from Italy's high of 60.8 million residents in 2015. Negative population growth is forecasted to continue, with an expected further decline in population between 2018 to 2020 of 0.12 percent.

A contributing factor to this slight population decline is the age distribution of Italian residents. Italy was comprised of 167.1 "older" persons (i.e. persons 65 and older who are generally economically inactive) to every 100 "younger" persons (i.e. persons ages 0 to 17) in 2017, highest among 27 other European countries and well above the average European Aging Index of 125.8 older persons for every 100 younger persons.

Income

The median disposable household income (post-tax) in Italy is €23,900, which is approximately 20 percent lower than the median disposable household income (approximately €30,000) of the

4. Market Overview & Comparison

36 Organisation for Economic Co-operation and Development ("OECD") member countries – those countries formally describing themselves as committed to democracy and the market economy, particularly concentrated in North America and Europe.

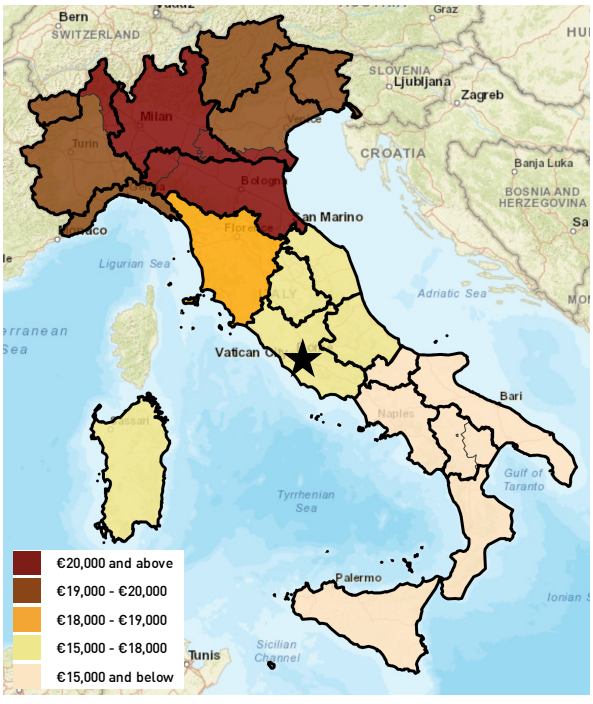
Gross Domestic Product

Italy has experienced an average growth rate in GDP of 1.3 percent between 2009 and 2018. A significant majority of today's €1.76 trillion GDP (74 percent) is derived from the service sector, with the industry sector, including government activities, communications, transportation, finance and other such industries, accounting for approximately 24 percent. Approximately 40 percent of the country's GDP is earned in the northern-most regions of Italy (Lombardy, Piedmont, Emilia-Romagna, etc.). Lazio, with a GDP of €193 million, is the second-most prosperous region in Italy.

Purchasing Power

As shown in the map on the right, purchasing power per resident (or GDP per resident after accounting for local cost of living adjustments) is much higher in the highly industrialized Northern Italian regions and lower in Southern Italian regions. Lazio, with a purchasing power per capita of approximately €18,000, ranks 10th out of 20 Italian regions.

PURCHASING POWER PER CAPITA BY REGION



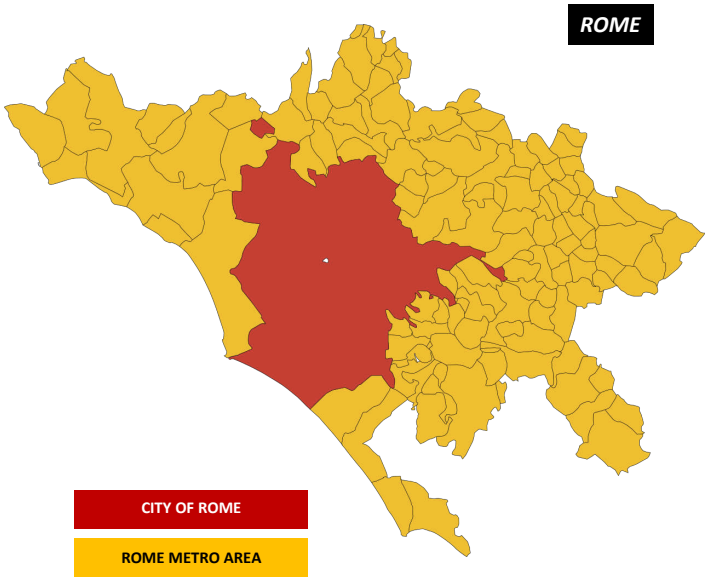
Corporate Base

Italy has a smaller number of global multi-national corporations than other economies of comparable size. However, there is a large number of small- and medium-sized enterprises, as in the northern "industrial triangle" (Milan-Turin-Genoa) where there is intense industrial and machinery production that provides the backbone of Italian industry.

Although the northern region of Italy has a larger industrial presence, Lazio (and Rome specifically) is home to four of the 10 largest companies in Italy in terms of annual revenue, including Eni, Enel, Telecom Italia and Poste Italiane.

4. Market Overview & Comparison

ROME



There are approximately 2.9 million people in the city of Rome, with 4.0 million people in the greater Rome metropolitan area. Rome is the largest city in Italy in terms of population and the second-largest metropolitan area (behind Milan). The population of the Rome metropolitan area has experienced a gradual increase over the past five years, with a 0.8 percent population increase between 2014 and 2018.

Adults (15-64 years old) represent approximately 65 percent of the Roman population, and this figure has remained stable over the past five years. However, the elderly population (65 and older), which represents 23 percent of the current population, is steadily increasing and is projected to continue growing in the coming years to an approximate 27 percent share of the population. This trend is partially responsible for incremental forecasted population growth.

Economy

Rome is the 44th most expensive city in Europe. In 2019, the cost of living in Rome exceeded the cost of living in Venice, Genoa, Turin and other such Italian metropolises, and was the second-most expensive city in Italy (behind Milan). In addition, a study by the Roman Chamber of Commerce shows that Rome is the fifth largest city in the European Union to have had an overall growth in prices since the introduction of the euro, indicating continued solid economic growth.

Unemployment

In 2019, the regional unemployment rate in Rome reached 11.1 percent, which is nearly equal to the national average (11 percent). High unemployment has consistently been correlated to three primary factors: high local taxes, cuts in state spending that are more concentrated in Rome than the rest of Italy, and blocked public and private investment, affecting the construction industry and large contracts typically due to complexities of building in such a historically significant city.

4. Market Overview & Comparison

Corporate Composition

Many national and multinational corporations, public and private, have their headquarters in Rome. Rome is home to some of the largest companies in Italy, four of which are in the top 10 of the largest Italian companies by revenue. The primary business sector for the top employers is services, including Eni, an energy/oil and gas company; Enel, an electricity company; Telecom Italia, a mobile phone company; and Poste Italiane, a courier company.

Approximately 75 percent of the working population is employed in the services sector. While a considerable proportion, this figure is justified by Rome's position as the center of public administration, banking, tourism, insurance and other such business sectors.

Gross Domestic Product

Rome's greater Lazio region experienced an average growth rate in gross domestic product between the years of 2009 and 2017 of approximately 0.7 percent. While suffering GDP losses during the economic recovery of 2012 and 2013, the region has posted encouraging GDP growth upwards of 1.5 percent since 2016.

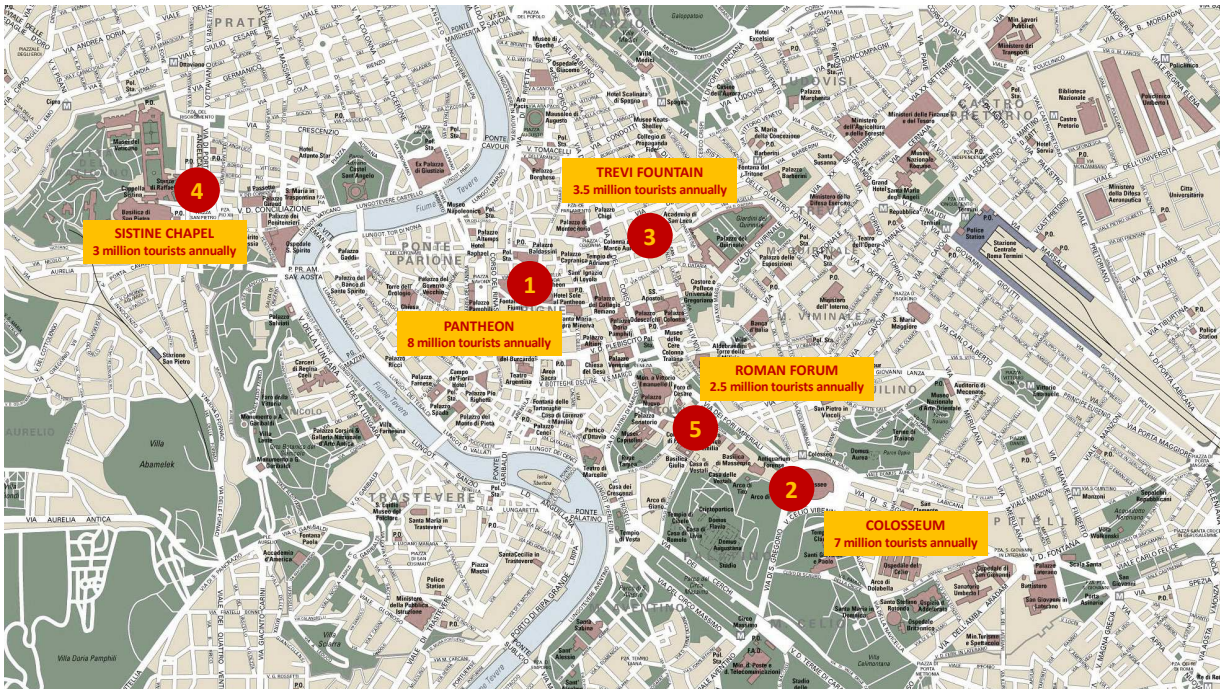
Lazio GDP
Annual Growth

Year	Total GDP (millions)	Growth Rate
2009	€ 182.40	--
2010	€ 184.10	0.9%
2011	€ 187.60	1.9%
2012	€ 182.50	-2.7%
2013	€ 180.80	-0.9%
2014	€ 181.80	0.6%
2015	€ 183.00	0.7%
2016	€ 185.90	1.6%
2017	€ 193.10	3.9%
Average	**€ 184.58**	**0.7%**

Tourism

Known as the "Eternal City", Rome's history spans more than 2,500 years since its founding in 753 BC. Considered one of the birthplaces of Western Civilization, Rome has served as the home of the Papacy since the first century and is the only city in the world with an independent country located within its boundaries (Vatican City).

4. Market Overview & Comparison



In addition to tourist sites associated with the Papacy, Rome is home to some of the most iconic and historically significant sites in the world, including the Colosseum, the Monument to Vittorio Emanuelle II, the Castel Sant'Angelo, the Trevi Fountain, the Pantheon and the Piazza della Repubblica, among numerous others.

Because of this historical and cultural significance, Rome is one of the most visited cities in the world with a significant tourism economy. According to the Bilateral Tourism Authority of Lazio, approximately 14.7 million people visited Rome in 2017, an increase of three percent from the previous year. With these robust tourist figures, Rome is the third most-visited city in the European Union, behind only London and Paris.

MARKET COMPARISON

The table on the following page compares key Roman and Italian characteristics across several major European markets and countries hosting Top 20 clubs. Key characteristics include population, age, unemployment, income and GDP.

4. Market Overview & Comparison

		Urban Area Data			National Data	
Club	Urban Area	Population	Median Age	Unemployment Rate	Median Household Income	Total GDP (trillions)
Paris Saint-Germain	Paris, France	10,950,000	38.1	8.8%	€ 28,100	€ 2.75
Chelsea, Arsenal, Tottenham, West Ham	London, UK	10,470,000	35.2	5.0%	€ 25,800	€ 2.76
Borussia Dortmund, Schalke 04	Ruhr, Germany	6,670,000	43.9	4.0%	€ 30,800	€ 4.05
Real Madrid, Atletico de Madrid	Madrid, Spain	6,610,000	42.5	12.2%	€ 21,600	€ 1.71
Inter Milan, AC Milan	Milan, Italy	5,280,000	46.1	6.0%	€ 23,900	€ 1.76
FC Barcelona	Barcelona, Spain	5,260,000	43.1	11.5%	€ 21,600	€ 1.71
AS Roma	**Rome, Italy**	**3,950,000**	**45.8**	**11.1%**	**€ 23,900**	**€ 1.76**
Manchester United, Manchester City	Manchester, UK	2,685,000	37.2	4.2%	€ 25,800	€ 2.76
Bayern Munich	Munich, Germany	2,025,000	39.9	2.3%	€ 30,800	€ 4.05
Juventus	Turin, Italy	1,530,000	47.9	8.2%	€ 23,900	€ 1.76
Liverpool, Everton	Liverpool, UK	880,000	34.8	4.0%	€ 25,800	€ 2.76
Newcastle United	Newcastle, UK	800,000	39.2	5.2%	€ 25,800	€ 2.76
Average (excluding Rome)		**4,832,727**	**40.7**	**6.5%**	**€ 25,809**	**€ 2.62**
Median (excluding Rome)		**5,260,000**	**39.9**	**5.2%**	**€ 25,800**	**€ 2.76**

Note: sorted by urban area population

Source: Eurostat

As shown, Rome ranks seventh-highest among the 12 markets hosting Top 20 European clubs in terms of urban area population. Rome has the third oldest market, but it is the youngest among considered Italian urban areas and while Italy's median household income of €23,900 is approximately 33 percent below average, it is three percent higher than Spain's. In general, the characteristics of the Roman market are near the averages of other markets supporting Top 20 European football clubs.

The table on the following page compares Rome's corporate inventory across these same European markets hosting Top 20 clubs. It should be noted that corporate inventory only includes firms with annual revenues in excess of €1.0 million and 10 or more reported employees.

4. Market Overview & Comparison

Club	Urban Area	€1.0 M to €4.9 M	€5.0 M to €9.9 M	€10.0 M to €99.9 M	Over €100.0 M	Total Inventory
Chelsea, Arsenal, Tottenham, West Ham	London, UK	17,133	7,343	13,141	3,533	41,150
Borussia Dortmund, Schalke 04	Ruhr, Germany	24,469	5,922	6,976	2,061	39,428
Real Madrid, Atletico de Madrid	Madrid, Spain	10,833	2,586	3,666	955	18,040
FC Barcelona	Barcelona, Spain	10,106	2,518	2,962	393	15,979
Inter Milan, AC Milan	Milan, Italy	7,656	2,558	4,168	1,005	15,387
Paris Saint-Germain	Paris, France	5,244	2,846	3,498	783	12,371
AS Roma	**Rome, Italy**	**6,139**	**1,427**	**1,544**	**348**	**9,458**
Bayern Munich	Munich, Germany	3,897	976	1,040	437	6,350
Juventus	Turin, Italy	2,856	780	1,018	178	4,832
Manchester United, Manchester City	Manchester, UK	1,705	711	1,230	207	3,853
Newcastle United	Newcastle, UK	1,161	371	691	77	2,300
Liverpool, Everton	Liverpool, UK	997	320	480	81	1,878
Average (excluding Rome)		**7,823**	**2,448**	**3,534**	**883**	**14,688**
Median (excluding Rome)		**5,244**	**2,518**	**2,962**	**437**	**12,371**

Source: Mint Global

Rome ranks seventh-highest amongst other major European markets, and second-highest amongst Italian markets, with a total corporate inventory of approximately 9,500 companies with annual revenues in excess of €1.0 million and 10 or more reported employees. Although the number of Roman companies with annual sales that exceed €100 million is lower than the average, the figure is over two times as high as markets supporting clubs such as Juventus, Manchester City and Manchester United, Newcastle, Liverpool and Everton.

In addition to understanding Rome's rank relative to other major European markets hosting the highest-earning football clubs, it is important to understand Rome's demographic and socioeconomic characteristics relative to other domestic club markets. The table on the following page compares Rome to other markets hosting Serie A clubs with regards to population, age, unemployment and GDP.

4. Market Overview & Comparison

					Regional Data		
Club	City	Region	City Population	Regional Population	Median Age	Unemployment Rate	GDP (€M)
Roma, Lazio	**Rome**	**Lazio**	**2,872,800**	**5,896,693**	**45.9**	**11.1%**	**€ 193.10**
Inter, AC Milan	Milan	Lombardy	1,366,180	10,036,258	46.2	6.0%	€ 380.96
Napoli	Naples	Campania	966,144	5,826,860	42.8	20.4%	€ 106.43
Juventus, Torino	Turin	Piedmont	882,523	4,375,865	48.3	8.2%	€ 132.67
Genoa, Sampdoria	Genoa	Liguria	580,097	1,556,981	50.6	9.9%	€ 49.31
Bologna	Bologna	Emilia-Romagna	389,261	4,448,841	47.2	5.9%	€ 157.18
Fiorentina	Florence	Tuscany	380,948	3,736,968	48.1	7.3%	€ 113.80
Chievo	Verona	Veneto	257,275	4,905,037	46.8	6.4%	€ 162.22
Parma	Parma	Emilia-Romagna	195,687	4,448,841	47.2	5.9%	€ 157.18
Cagliari	Cagliari	Sardinia	154,106	1,648,176	47.4	15.4%	€ 33.97
SPAL	Ferrara	Emilia-Romagna	132,278	4,448,841	47.2	5.9%	€ 157.18
Atalanta	Bergamo	Lombardy	120,923	10,036,258	46.2	6.0%	€ 380.96
Udinese	Udine	Friuli Venezia Giulia	99,518	1,215,538	48.9	6.7%	€ 37.64
Empoli	Empoli	Tuscany	48,626	3,736,968	48.1	7.3%	€ 113.80
Frosinone	Frosinone	Lazio	46,063	5,896,693	45.9	11.1%	€ 193.10
Sassuolo	Sassuolo	Emilia-Romagna	40,826	4,448,841	47.2	5.9%	€ 157.18
Average (excluding Rome)			**377,364**	**4,717,798**	**47.2**	**8.6%**	**€ 155.57**
Median (excluding Rome)			**195,687**	**4,448,841**	**47.2**	**6.7%**	**€ 157.18**

Note: sorted by city population

Source: Eurostat

Among these peer Italian markets, Rome has the highest city population with approximately 2.9 million residents, over six times larger than the average. Residents of Lazio, the second-largest region in Italy, are generally younger than the average Italian market (although older than many other European markets), while Lazio has a higher GDP than average peer Serie A markets.

The table on the following page compares Rome to peer Italian markets hosting Serie A clubs with regards to corporate inventory. It should be noted that corporate inventory includes only firms with annual revenues in excess of €1.0 million and 10 or more reported employees.

4. Market Overview & Comparison

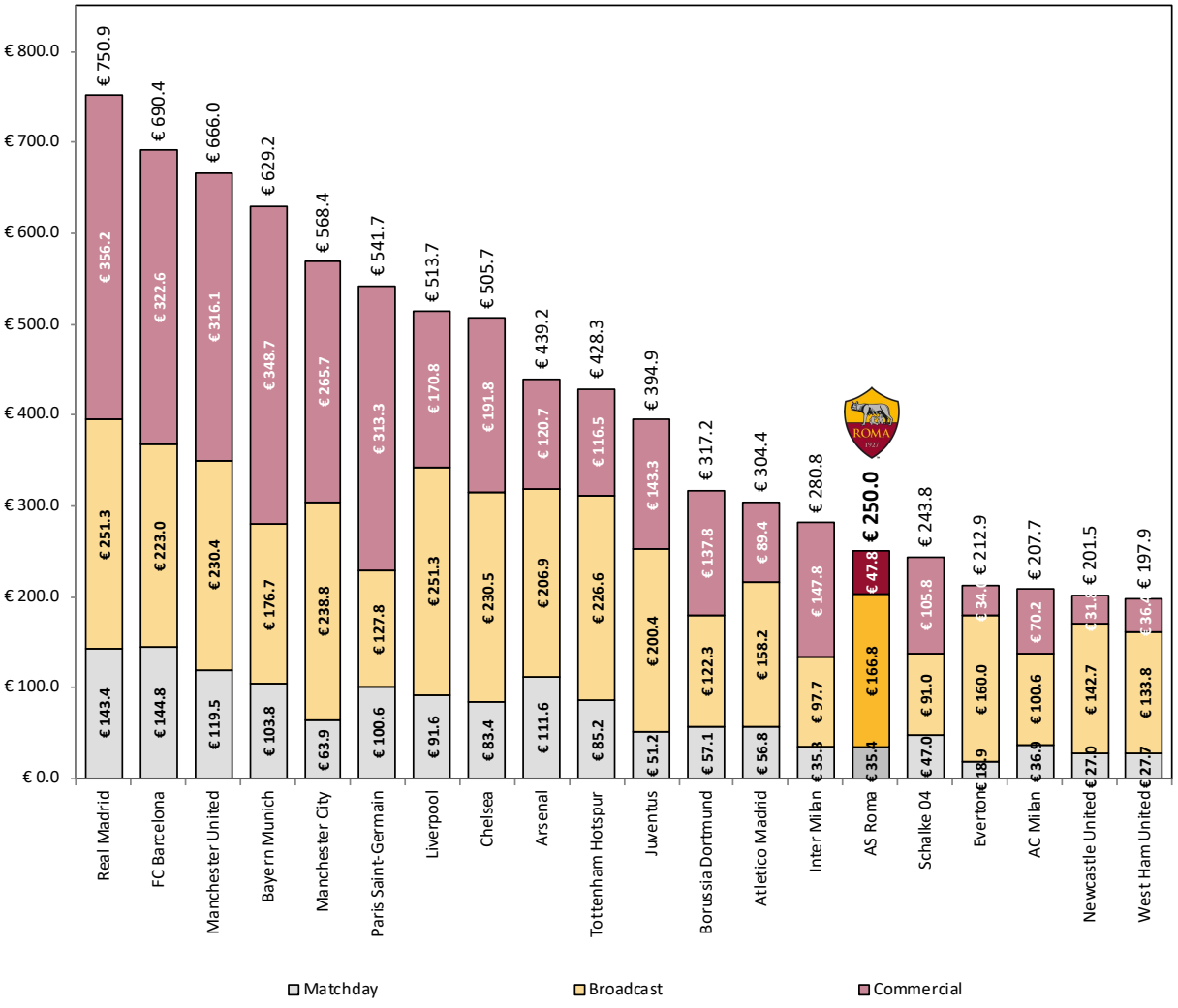
Club	Urban Area	€1.0 M to €4.9 M	€5.0 M to €9.9 M	€10.0 M to €99.9 M	Over €100.0 M	Total Inventory
Inter, AC Milan	Milan	7,656	2,558	4,168	1,005	15,387
Roma, Lazio	**Rome**	**6,139**	**1,427**	**1,544**	**348**	**9,458**
Napoli	Naples	3,942	919	885	69	5,815
Juventus, Torino	Turin	2,856	780	1,018	178	4,832
Atalanta	Bergamo	2,220	769	976	119	4,084
Bologna	Bologna	2,028	646	876	180	3,730
Fiorentina, Empoli	Florence	2,003	505	599	86	3,193
Chievo	Verona	1,785	526	708	114	3,133
Sassuolo	Modena	1,532	495	572	97	2,696
Genoa, Sampdoria	Genoa	1,051	298	365	84	1,798
Parma	Parma	876	271	411	70	1,628
Udinese	Udine	869	244	267	52	1,432
Frosinone	Frosinone	619	120	100	7	846
Cagliari	Cagliari	570	103	135	10	818
SPAL	Ferrara	411	106	120	12	649
Average (excluding Rome)		**2,030**	**596**	**800**	**149**	**3,574**
Median (excluding Rome)		**1,659**	**500**	**586**	**85**	**2,915**

Source: Mint Global

Overall, the total inventory of corporations with annual revenues in excess of €1.0 million and 10 or more reported employees in Rome ranks second highest among Italian football markets and approximately three times higher than the average. Although the northern region of Italy is generally characterized as more industrialized, Rome's corporate inventory is the second-largest in the nation and nearly two times larger than Turin's.

5. Broadcast & Commercial Rights Review

AS Roma MediaCo cash inflows include proceeds from the club's broadcast and commercial sponsorship activities, two of the most significant drivers of club financial performance. As shown in the chart below, AS Roma generated €250 million in revenue during fiscal year 2018 (as reported by Deloitte), ranking 15th among Deloitte Money League's Top 20 European football clubs. Of this €250 million in revenue, €214.6 million (or 86 percent) was derived from broadcast (€166.8 million) and commercial (€47.8 million) sources.



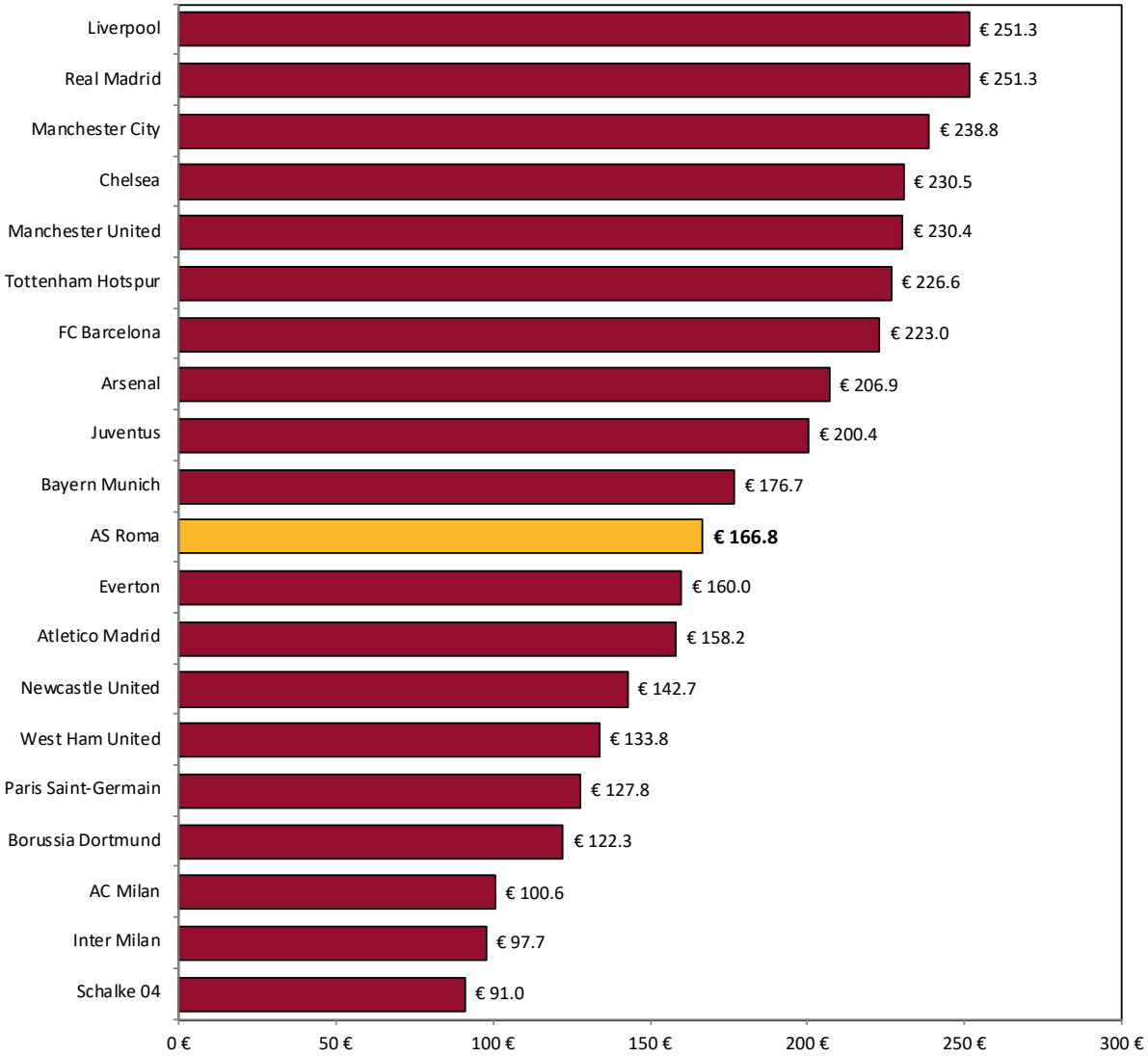
Source: 2018 Deloitte Money League

In order to provide a comprehensive evaluation of projected MediaCo financial performance, it is important to understand the historical context and industry trends that will drive these key inflows for years to come. The following pages provide holistic contextualization of broadcast and commercial sponsorship performance.

5. Broadcast & Commercial Rights Review

BROADCAST RIGHTS

As detailed in the chart below, AS Roma broadcast revenue in fiscal year 2018 was estimated by Deloitte at €166.8 million, ranking 11th among the Top 20 European clubs.



Source: 2018 Deloitte Money League

Club broadcast inflows are generated from national and international direct media distribution rights and UEFA competition participation sums. Both of these sources are outlined in detail over the following pages.

5. Broadcast & Commercial Rights Review

BROADCAST INFLOWS

On an annual basis, the Club generates significant cash inflows from national and international media (Serie A) and other Club-specific broadcasting from both direct contracts entered into by AS Roma and receivables of Serie A media revenues to the Club. The following presents a summary of the various sources of broadcast inflows subject to further analysis:

- Serie A Broadcast;
- TIM Cup; and,
- Other Broadcast Inflows.

Serie A Broadcast

Since the 2010-11 season, Lega Nazionale Professionisti ('LNP') Serie A has negotiated and sold domestic broadcast rights on behalf of the League's clubs in an effort to equitably distribute revenues and alleviate League-wide competitive concerns. In May 2014, Serie A renewed the contract of domestic rights sales advisor Infront, securing the firm's role until the end of the 2017-18 season, an agreement that was further extended for a three-year cycle through the conclusion of the 2020-21 season. The agreement guarantees Serie A minimum domestic rights revenues of €5.94 billion over six seasons.

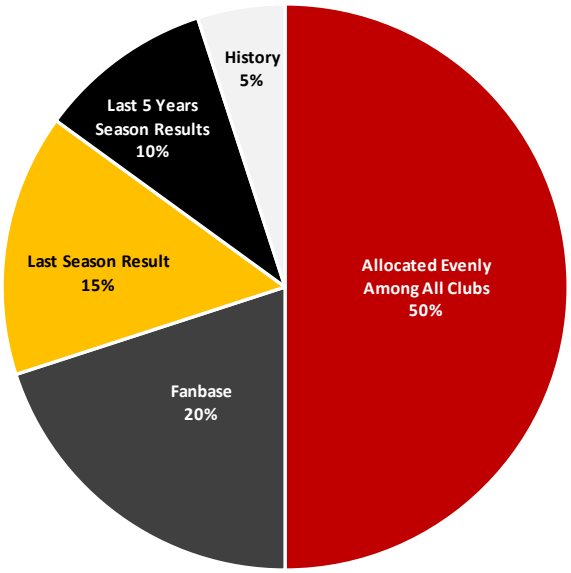
National television rights deals with Sky Italia (satellite provider) and DAZN (digital provider) for the 2018-19 to 2020-21 Serie A seasons includes revenues of €973 million annually (compared to €945 million annually from 2015 to 2018), with the opportunity for revenue to increase by an additional €150 million per year based on provider subscription and revenue growth.

In addition to domestic media rights, a new international television rights deal for the 2018-19 to 2020-21 seasons was reached with IMG Worldwide for €371 million annually, representing an approximately 95 percent increase over the previous agreement for the 2014-15 to 2017-18 seasons.

Broadcasting revenue to be distributed directly to Serie A member clubs for FY 2020 is approximately €1.2 billion, part of the three-year television rights agreement that was struck in FY 2019 and includes both domestic and international rights. Annual revenue distributed directly to Serie A member clubs from television rights agreements is based on the following factors as illustrated in the chart on the following page:

5. Broadcast & Commercial Rights Review

- 50 percent equal distribution amongst all Serie A clubs;
- 20 percent based on each club's "fanbase" (stadium attendance and television viewership); and,
- 30 percent based on "sporting results", which includes prior year's performance (15 percent), results over the past five years (10 percent) and historic results (five percent).



In addition to Serie A broadcast fees, AS Roma receives a share of Serie A media revenues generated through the sale of archival footage, imaging, exclusive content, licensing income, and other such sources.

TIM Cup

In addition to league match broadcasting rights, TIM Cup broadcasting rights are centrally managed by LNP Serie A. For the 2018-19 to 2020-21 seasons, Rai retained its domestic television rights to the TIM Cup for €35 million annually, representing an approximately 60 percent increase over the previous agreement. International broadcasting rights represent an additional €35 million annually.

Television rights fees associated with the broadcast of the tournament are distributed to clubs based on their performance during the competition. AS Roma has been in the quarterfinals eight of the past 10 seasons, reaching the Cup final twice in 2009-10 and 2012-13. In the two years the Club failed to reach the quarterfinals, they lost in the round of 16. Due to this historic success, the Club's TIM Cup inflows have remained stable and material.

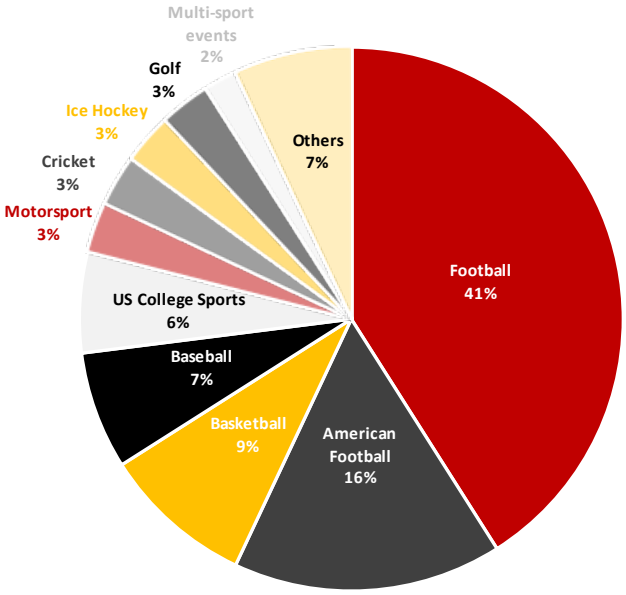
Other Broadcast Inflows

In addition to Serie A and TIM Cup broadcast inflows, the Club has entered into agreements with Sky and IMG for distribution of subscription network Roma TV (with national reach of 4.2 million Italian households), internationally-broadcasted Roma Radio and the archival Roma Library. Contracts for these entities expire in June 2021, with club-affiliated digital platforms taking advantage of new monetization opportunities in online and mobile spaces.

5. Broadcast & Commercial Rights Review

Direct Media Trends

As the popularity of sports programming around the world continues to increase, so too has the market for global sports broadcasting rights. Live sports provide broadcasters with essential content that differentiates their platform and provides a captive audience to drive advertising revenue and cross-promote other exclusive content. As live sports supply steady content and viewers, competition among broadcasters has driven up premiums for broadcast rights to various sports leagues. As shown in the chart to the right, football is the most valuable sport, making up 41 percent of the global sports rights market.

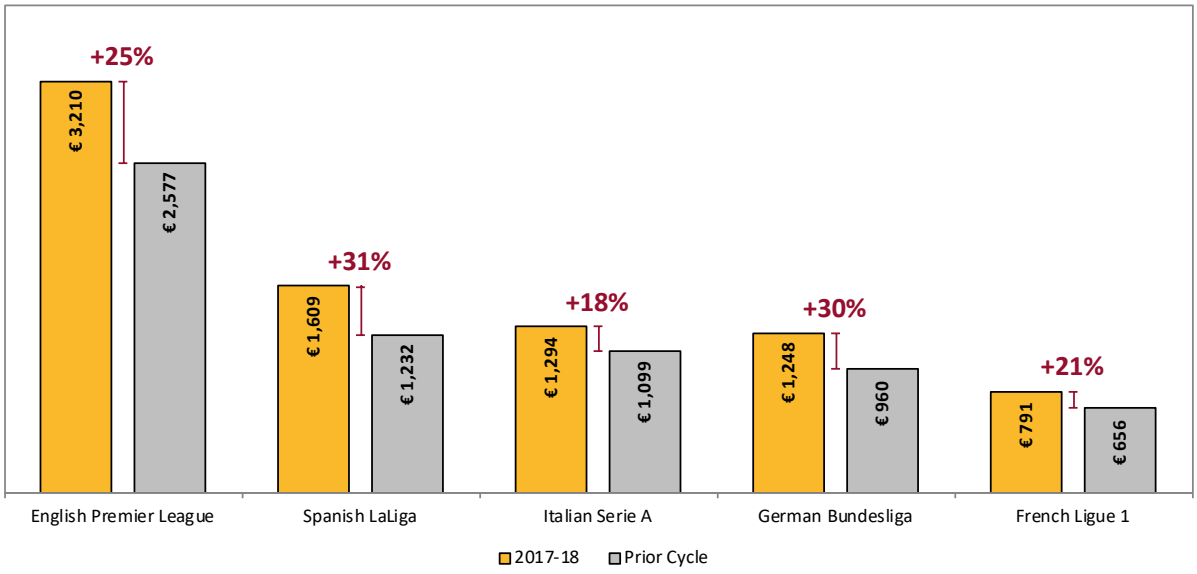


Source: SportBusiness Consulting Global Media Report 2018.

European football leagues are among the top sports properties generating the most media rights value in 2018[1]. Italian Serie A ranks third among the 'big five' European football leagues behind the English Premier League and LaLiga in terms of annual broadcast rights fees. The demand for top-flight European football has resulted in large investments from broadcasters, particularly as the sport becomes more popular in international markets. The chart on the following page summarizes 2017-18 annual broadcast revenues by league and the annual broadcast revenues generated under the immediately preceding broadcast cycle. As shown, broadcast revenues grew by an average of 25 percent, ranging from a low of 18 percent (Serie A) to a high of 31 percent (LaLiga).

[1] Source: SportBusiness Consulting Global Media Report 2018.

5. Broadcast & Commercial Rights Review



Source: Deloitte Annual Review of Football Finance estimates.

In addition to the traditional pay television market, over-the-top ('OTT') media services provide streaming media directly to consumers over the internet. These services are most often accessed via subscription-based video-on-demand platforms. Established OTT platforms such as Netflix, Hulu, Amazon Video, ESPN+ and Sky Go have hundreds of millions of subscribers worldwide, challenging traditional video media distribution and providing a new channel by which content holders can share their product.

Researchers estimate that approximately 200 million households worldwide utilized at least one OTT services at the end of 2018. Consumer technology consultant Parks Associates predicts that this figure will increase to approximately 310 million households by 2024, a 55 percent increase. OTT service revenue exceeded $11.9 billion in 2017, a 41 percent increase over the prior year, and is estimated to reach $25.6 billion in 2020 (a 115 percent gain) according to Consumer Media Group. For sports properties, direct-to-consumer media represents a growth opportunity, but it is not forecasted to replace the traditional pay television market.

Serie A has entered into OTT content distribution through its media rights partnership with DAZN. As OTT continues to grow worldwide, there will be an opportunity for content providers such as Serie A to further grow associated revenues as new media entities seek to capture a customer base. Amazon Video recently signed a three-year, £90 million agreement with the English Premier League to exclusively distribute 20 matches, including all 10 of the league's Boxing Day matches along with 10 midweek games in December. In addition, Amazon acquired rights to NFL Thursday night games for $130 million for two seasons to continue to grow its Amazon Channels service, and in 2019, MLB and DAZN announced a three-year, $300 million live digital rights partnership in the United States.

5. Broadcast & Commercial Rights Review

It is reasonable to assume that broadcast rights for the 'big five' European football leagues will continue to grow at levels consistent with recent history. Specifically, it is anticipated that Serie A could experience healthy growth over the next several broadcast cycles based on the following key factors:

- Globally, football is the most valuable sport and continues to gain market share year-over-year;
- An increasingly competitive media landscape has and will continue to drive premiums for broadcast rights to live sports as guaranteed content and viewers allow broadcasters and new media entities to secure a market presence;
- During the 2018-19, ESPN broadcast Serie A on ESPN+ and one match per week on ESPN or ESPN2, garnering more consistent exposure to the U.S. than ever before; and,
- With just 18 percent of Serie A's audience based overseas between 2014 and 2017, there are opportunities to grow the league's international fanbase.

UEFA COMPETITION INFLOWS

Similar to other live sporting events, the revenue pool from which UEFA competition moneys are derived has increased steadily over the past decade, as detailed in the table on the right. Since 2010, the competition revenue pool, approximately 85 percent of which is derived from international broadcasting rights agreements, has grown 166 percent.

UEFA Club Competition
Distributable Revenues

Competition Year	Distributable Revenue	Annual % Change
2018-19	€ 2.55	48%
2017-18	€ 1.72	-19%
2016-17	€ 2.12	-7%
2015-16	€ 2.27	45%
2014-15	€ 1.57	27%
2013-14	€ 1.24	2%
2012-13	€ 1.21	1%
2011-12	€ 1.20	20%
2010-11	€ 1.00	4%
2009-10	€ 0.96	n/a

Football, as the most popular sport in the world, has three of the most-watched live sporting events globally, including the FIFA World Cup (884 million viewers for the 2018 final), the UEFA European Championship (300 million viewers for the 2016 final) and the UCL (200 million viewers for the 2019 final). Advertisers willing to pay large sums to reach large live audiences have made the rights to these major competitions increasingly valuable, assisting in the continued growth of distributable UEFA revenues. As such, it is reasonable to assume that distributable UEFA competition revenues will continue to grow at levels consistent with recent history.

UEFA competition broadcast rights are managed centrally by UEFA. For the 2018 to 2021 competition years, UEFA introduced a new framework by which competition broadcast and commercial revenues are distributed. Of the total commercial revenue earned by UEFA, approximately 78 percent is allocated to prize money pools for club competitions. Of this sum, approximately 79.7 percent is allocated to the UEFA Champions League prize pool and

approximately 20 percent is allocated to the UEFA Europa League prize pool. The remaining 0.3 percent is allocated to the UEFA Super Cup prize pool.

Allocation systems specific to UEFA's Champions League and Europa League are detailed below:

Champions League Prize Pool

Prize pool money for the 32 clubs participating in the UCL group stage is divided into four categories, including:

1. Starting fees (25%);
2. Performance-related fixed amounts (30%);
3. 10-year performance-based coefficient rankings (30%); and,
4. Market pool (15%).

Fixed amounts are distributed to clubs participating in the group stage of the competition, with performance bonuses paid out based on wins, draws, and the round of the competition reached following the group stage. Shares are paid out to clubs depending on their relative performance-based coefficient ranking, with the most-successful clubs taking larger shares of the 30 percent of prize pool money allocated for past performance.

The market pool is distributed in accordance to the proportional value of each country's television market represented by clubs taking part in the group stage, with the different market shares distributed to the participating clubs from each association depending on the proportional number of matches played by the club (50 percent of the country's pool) and the club's performance in the previous domestic championship (the remaining 50 percent of the country's pool).

Europa League Prize Pool

Similar to the UCL, prize pool money for the 48 clubs participating in the UEL group stage is divided into four categories, including:

1. Starting fees (25%);
2. Performance-based fixed amounts (30%);
3. 10-year performance-based coefficient rankings (15%); and,
4. Market pool (30%).

Fixed amounts are distributed to clubs participating in the group stage of the competition, with performance bonuses paid out based on wins, draws, and the round of the competition reached following the group stage. Shares are paid out to clubs depending on their relative performance-based coefficient ranking, with the most-successful clubs taking larger shares of the 15 percent of prize pool money allocated for past performance.

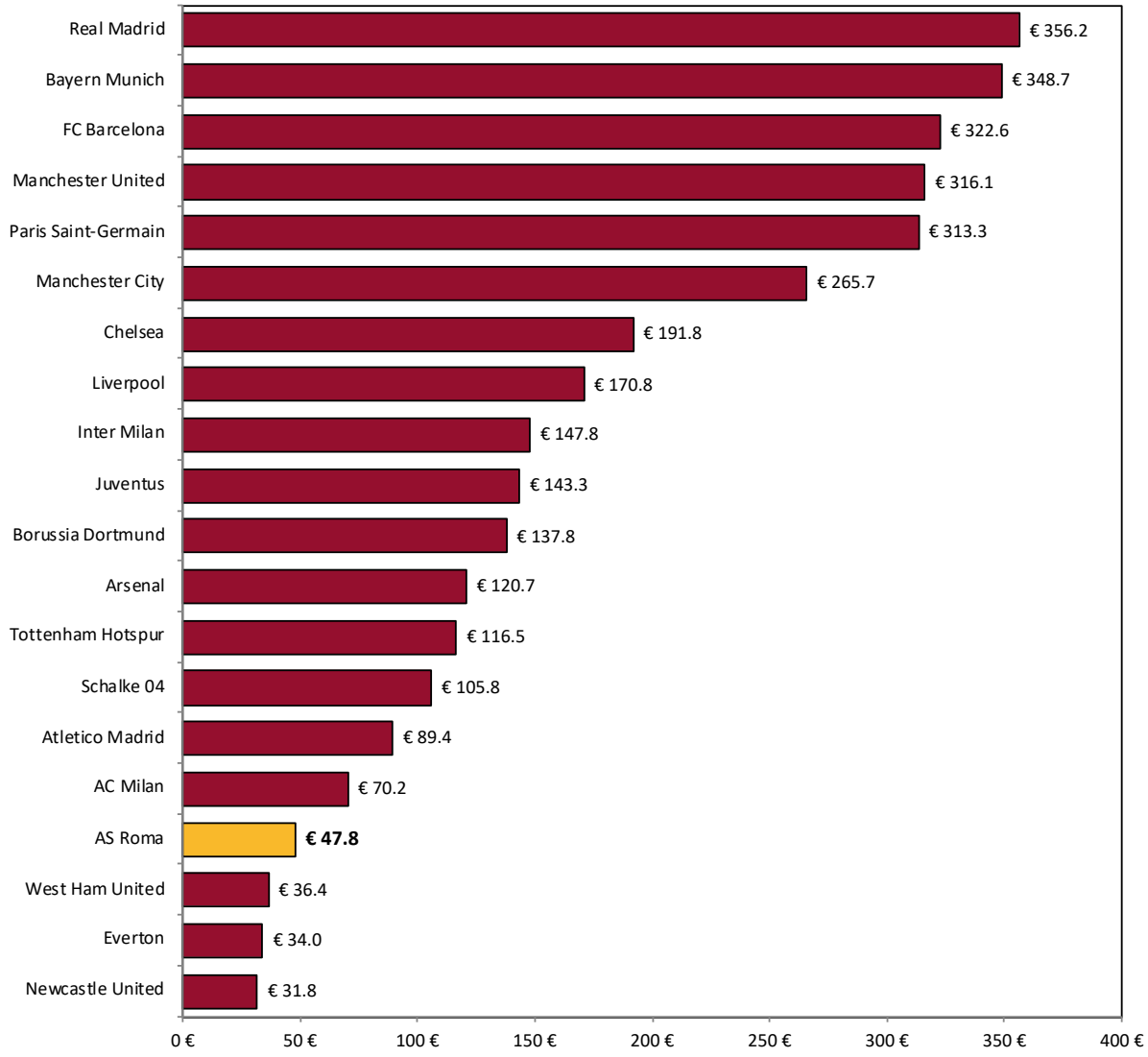
5. Broadcast & Commercial Rights Review

The market pool is distributed in accordance to the proportional value of each country's television market represented by clubs taking part in the group stage, with the different market shares distributed to the participating clubs from each association. Half of this revenue is divided amongst association clubs based on their performance in the previous season's domestic competitions, while the remaining amount is divided equally amongst the clubs participating in each round of Europa League competition from the group stage onward.

COMMERCIAL RIGHTS

As detailed in the chart on the following page, AS Roma commercial revenue (including sponsorship and merchandise activity) in fiscal year 2018 was estimated at €47.8 million, ranking 17th among Deloitte's Top 20 European football clubs.

5. Broadcast & Commercial Rights Review



Source: 2018 Deloitte Money League

Football clubs realize the majority of commercial revenue through the marketing of rights associated with their shirt, the kit manufacturer, and through other partnerships with the club. The purpose of this section is to analyze the various sources of sponsorship revenue generated by AS Roma in order to benchmark future Club sponsorship inflow projections to those generated by Serie A and other top European football clubs. Accordingly, this analysis is presented in the following components:

- Shirt Sponsorship;
- Kit Sponsorship; and,
- Other Club Sponsorship.

5. Broadcast & Commercial Rights Review

SHIRT SPONSORSHIP

Among the various sources of sponsorship inflows, the largest portions are generated, in most cases, through assets associated with the shirt. The largest and most lucrative sponsorship asset is the rights to the front of the shirt. In general, revenue generated by top European football clubs from their shirt deal is significantly larger than the naming rights fee they will generate for their home stadium.

In 2018, AS Roma announced a three-year partnership with Qatar Airways for the rights to the club's shirt. The timing of the agreement allowed the club to showcase the agreement for the first time during the first leg of the Champions League semi-final at Liverpool. As shown in the table below, the agreement included a €6 million signing bonus and then base fees of €11 million annually from 2018-19 to 2020-21, resulting in an average annual fee of €13 million.

AS Roma Shirt Sponsorship
Qatar Airways Agreement Summary

Year	Fee Type	Total Cash Inflows
2017-18	Signing Bonus	€ 6,000,000
2018-19	Base Fee	€ 11,000,000
2019-20	Base Fee	€ 11,000,000
2020-21	Base Fee	€ 11,000,000
Total		**€ 39,000,000**

Overall, the shirt partnership with Qatar Airways will generate €39 million to the Club over the three-year agreement. In addition to the signing bonus and base annual fees, the Club also has the opportunity to trigger a number of bonuses based on its on-pitch performance.

Top 20 European Club Shirt Sponsorship

As a means of benchmarking AS Roma's agreement with Qatar Airways, it is important to analyze the shirt partnerships of the Top 20 European clubs from the 2019 Football Money League.

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Top 20 European Club Shirt Partnerships 2018-19 Revenue			
Rank	**Club**	**Brand**	**Annual Revenue**
1	Real Madrid	Emirates	€ 70.0
2	Manchester United	Chevrolet	€ 65.0
3	Paris Saint-Germain	Emirates	€ 50.0
4	FC Barcelona	Rakuten	€ 47.0
5	Chelsea	Yokohama	€ 45.3
6	Arsenal	Emirates	€ 45.0
7	Liverpool	Standard Chartered	€ 45.0
8	Manchester City	Etihad Aiways	€ 44.7
9	Bayern Munich	T-Mobile	€ 42.0
10	Tottenham Hotspur	AIA	€ 28.4
11	Schalke 04	Gazprom	€ 24.0
12	AC Milan	Emirates	€ 18.5
13	Juventus	Jeep	€ 17.0
14	Borussia Dortmund	Evonik	€ 17.0
15	Atletico Madrid	Plus 500	€ 15.0
16	**AS Roma**	**Qatar Airways**	**€ 13.0**
17	Inter Milan	Pirelli	€ 13.0
18	West Ham United	betway	€ 11.3
19	Everton	SportPesa	€ 10.8
20	Newcastle United	Fun88	€ 9.0
Average			**€ 31.6**
Median			**€ 26.2**

As shown, AS Roma's €13 million in average annual shirt revenue ranks 16th among the Top 20 European clubs. Top 20 European clubs generate an average of €31.6 million annually, ranging from a low of €9 million (Newcastle United) to a high of €70 million (Real Madrid). Top 20 European clubs generate a median of €26.2 million in annual shirt sponsorship revenue.

Among Serie A clubs in the Top 20, AC Milan generates the highest annual shirt sponsorship revenue (€18.5 million), followed by Juventus (€17 million) and AS Roma and Inter Milan (€13 million). It should be noted that Sassuolo, which finished 11th in Serie A in both 2017-18 and 2018-19 and is not a member of the Top 20, generates approximately €18.0 million from its shirt deal with Mapei, however, the owner of Mapei also owns Sassuolo and thus the agreement is not considered market rate. Top 20 European clubs generating shirt revenue comparable to AS Roma include Atletico Madrid, Inter Milan, West Ham United, and Everton.

Top 20 European Club Shirt Sponsorship Revenue Growth

Given the importance of analyzing potential future growth as it relates to various sponsorship revenue sources, it is imperative to evaluate the growth in shirt partnership revenue realized by

5. Broadcast & Commercial Rights Review

Top 20 European clubs. The table on the following page presents a summary of the annual revenue generated by Top 20 European clubs in their most recently expired shirt partnership, the length of partnership, and the percentage growth realized in the current agreement.

As shown on the following page, the average Top 20 European club experienced an approximate 60 percent increase in the value of their shirt partnership over a four-year period, ranging from a low of an approximate five percent decrease (Inter Milan) to a high of 159 percent (Manchester United). Among the clubs analyzed, all but one realized a minimum increase of approximately 25 percent in the value of their shirt partnership. In terms of Serie A, AC Milan experienced the largest increase of approximately 42 percent from its renewal with Emirates, while Juventus realized a 31 percent increase from its renewal with Jeep.

Based on its €13 million average annual payment from Qatar Airways, achieving the average increase among Top 20 European clubs (60 percent) would result in approximately €20.8 million in annual inflows during its next shirt partnership, while achieving the average (23 percent) and median (31 percent) increases realized by Serie A clubs would result in annual inflows of approximately €16.0 million and €17.0 million, respectively.

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Top 20 European Club Shirt Partnerships Historical Revenue Growth					
		Past Shirt Deal			
Rank	Club	Annual Revenue	Term	Current Shirt Revenue	% Increase
1	Real Madrid	€ 40.0	4	€ 70.0	75%
2	Manchester United	€ 25.1	4	€ 65.0	159%
3	Paris Saint-Germain	€ 25.0	5	€ 50.0	100%
4	FC Barcelona	€ 30.0	5	€ 47.0	57%
5	Chelsea	€ 22.6	3	€ 45.3	100%
6	Arsenal	€ 34.0	5	€ 45.0	32%
7	Liverpool	€ 34.0	3	€ 45.0	32%
8	Manchester City	€ 25.1	n/a	€ 44.7	78%
9	Bayern Munich	€ 33.2	4	€ 42.0	27%
10	Tottenham Hotspur	€ 19.0	4	€ 28.4	49%
11	Schalke 04	€ 15.0	5	€ 24.0	60%
12	AC Milan	€ 13.0	4	€ 18.5	42%
13	Juventus	€ 13.0	3	€ 17.0	31%
14	Borussia Dortmund	--	--	€ 17.0	--
15	Atletico Madrid	€ 12.0	3	€ 15.0	25%
16	**AS Roma**	**--**	**--**	**€ 13.0**	**--**
17	Inter Milan	€ 13.7	5	€ 13.0	-5%
18	West Ham United	€ 6.8	3.5	€ 11.3	66%
19	Everton	€ 6.0	3	€ 10.8	80%
20	Newcastle United	€ 5.4	4	€ 9.0	67%
Average - Top 20 Clubs		**€ 20.7**	**4**	**€ 31.6**	**60%**
Median - Top 20 Clubs		**€ 20.8**	**4**	**€ 26.2**	**58%**
Average - Serie A Clubs		**€ 13.2**	**4**	**€ 15.4**	**23%**
Median - Serie A Clubs		**€ 13.0**	**4**	**€ 15.0**	**31%**

Note: AS Roma's most recent shirt deal ended in 2012-13 and has not been included herein.

Note: Manchester City's previous shirt agreement term was unavailable at the time of this report and Borussia Dortmund is in the middle of an 11-year deal that expires in 2025. The value of its previous deal was unavailable at the time of this report.

In addition to the main shirt sponsorship, European football clubs have begun to monetize other shirt assets in recent years, including the training kit, back of the shirt, and the shirt sleeve.

5. Broadcast & Commercial Rights Review

Secondary AS Roma Shirt Sponsorships

The following is a summary of AS Roma's current secondary shirt partnerships, which include the training shirt and back of shirt partnerships. For the 2018-19 season, the Club agreed to a three-year deal with Betway for rights to the Club's training shirt. This agreement was terminated July 14th, 2019 pursuant to the effects of the Dignity Decree.

Secondary shirt partnership agreements are becoming increasingly popular as clubs look to maximize sponsorship revenues. Several Top 20 European clubs have struck partnership deals for their training kit, including FC Barcelona (which generates €22.2 million annually from Beko and includes rights to the sleeve), Manchester United, Chelsea, and Liverpool, while 13 have struck agreements for rights to the shirt sleeve. These deals can range in value from approximately €1.0 million to upwards of €20 million, depending on club, and average approximately €10.7 million annually.

The Club agreed to a three-year deal with Hyundai in 2018-19 for the rights to the back of its shirt. The following table presents a summary of the Club's agreement with Hyundai.

AS Roma Shirt Sponsorship
Hyundai Agreement Summary

Year	Total Cash Inflows
2018-19	€ 3,000,000
2019-20	€ 3,000,000
2020-21	€ 3,000,000
Total	**€ 9,000,000**

As shown, AS Roma's deal with Hyundai for the rights to the back of its shirt pays the Club a total of €3 million annually. In addition, the Club collects a sponsorship fee of €35,000 in 2019 and €75,000 in 2020 and 2021 for the rights to the back of the AS Roma women's team shirt.

In addition to the annual base and rights and assets fees, the Club also has the opportunity to trigger a number of bonuses based on its on-pitch performance and play in Stadio della Roma ("SDR").

It should be noted that back of shirt partnerships are not as common among Top 20 European clubs (as many have sold the rights to the shirt sleeve), however, a number of Serie A clubs have secured back of shirt partnerships. The table on the following page presents a summary of revenue generated by Serie A clubs from back of shirt partnerships.

5. Broadcast & Commercial Rights Review

Top 20 European Club Shirt Partnerships 2018-19 Secondary Shirt Sponorship - Back of Shirt			
Rank	**Club**	**Brand**	**Annual Revenue**
1	Juventus	Cygames	€ 5.0
2	**AS Roma**	**Hyundai**	**€ 3.0**
3	Napoli	Kimbo	€ 2.0
4	SS Lazio	Seleco	€ 1.5
5	Sampdoria	Ibsa	€ 0.3
6	Udinese	Bluenergy	€ 0.3
7	Genoa	LeasePlan	€ 0.3
8	Atalanta	Elettrocanali	€ 0.3
9	Bologna	Illumia	€ 0.3
10	Empoli	Giletti	€ 0.2
11	SPAL	ErreEffe Group	€ 0.2
Average			**€ 1.2**
Median			**€ 0.3**

As shown, AS Roma has the second-highest back of shirt partnership among Serie A clubs, which generate an average of €1.2 million, ranging from a low of €200,000 (SPAL) to a high of €5.0 million (Juventus). It should be noted that Inter Milan has a unique agreement with Driver, Pirelli's specialized dealer network, to appear on the back of its home shirt and on the front of its away shirt, the value of which is undisclosed. FC Barcelona has a four-year agreement with Unicef where the club contributes annually to the charity's mission while also providing the exposure associated with appearing on the back of the club's shirt

Total AS Roma Shirt Sponsorship Inflows

The table on the following page presents a summary of the total sponsorship inflows currently contracted by AS Roma from 2018-19 to 2020-21.

5. Broadcast & Commercial Rights Review

AS Roma Shirt Sponsorship Total Cash Inflows 2018-19 to 2020-21					
		Annual Inflows			
Sponsor	Shirt Asset	2018/19	2019/20	2020/21	Total
Qatar Airways	Main Shirt	€ 11,000,000	€ 11,000,000	€ 11,000,000	**€ 33,000,000**
Betway	Training Shirt	€ 4,000,000	€ 0	€ 0	**€ 4,000,000**
Hyundai	Back	€ 3,035,000	€ 3,075,000	€ 3,075,000	**€ 9,185,000**
Total		**€ 18,035,000**	**€ 14,075,000**	**€ 14,075,000**	**€ 46,185,000**

As shown, the Club has contracted a total of approximately €46.2 million in total shirt cash inflows from 2018-19 to 2020-21, including €18.0 million in 2018-19 (prior to Betway's agreement termination on July 14th, 2019 due to the Dignity Degree), €14.1 million in 2019-20, and €14.1 million in 2020-21. AS Roma is actively marketing the training shirt and fully expects to secure a partner for an amount equal to or greater than the Betway fees before the start of the 2019-20 season.

KIT SPONSORSHIP

In addition to the title shirt partnership, the kit sponsorship is also a lucrative opportunity for European football clubs to generate significant annual revenues as the major apparel manufacturers such as Nike, Adidas, Puma, and Umbro compete to sign the largest and most marketable clubs.

AS Roma Kit Sponsorship

In 2014, AS Roma announced a 10-year partnership with Nike for the rights to the club's kit. The table on the following page presents a summary of the financial compensation received by the Club according to the agreement with Nike. It should be noted that the deal extends an extra 30 days after the final Serie A match in FY 2024, and includes options to extend the deal an additional two years.

5. Broadcast & Commercial Rights Review

AS Roma Kit Sponsorship Nike Agreement Summary				
Year	Signing Bonus	Base Fee	Product Allowance	Total Cash Inflows
2013-14	€ 6,000,000	--	--	€ 6,000,000
2014-15	--	€ 4,000,000	€ 1,060,000	€ 5,060,000
2015-16	--	€ 4,000,000	€ 1,060,000	€ 5,060,000
2016-17	--	€ 4,000,000	€ 1,111,500	€ 5,111,500
2017-18	--	€ 4,000,000	€ 1,111,500	€ 5,111,500
2018-19	--	€ 4,000,000	€ 1,111,500	€ 5,111,500
2019-20	--	€ 4,120,000	€ 1,165,575	€ 5,285,575
2020-21	--	€ 4,243,600	€ 1,165,575	€ 5,409,175
2021-22	--	€ 4,243,600	€ 1,165,575	€ 5,409,175
2022-23	--	€ 4,243,600	€ 1,222,354	€ 5,465,954
2023-24	--	€ 4,243,600	€ 1,222,354	€ 5,465,954
Total				**€ 58,490,333**

As shown in the table, the agreement included a €6 million signing bonus in the first year of the agreement (2014-15) along with the base annual fee of €4.0 million and product allowance of approximately €1.1 million. During this past season (2018-19), the Club received total cash inflows/value of approximately €5.1 million.

According to the agreement, the base fee paid to the Club in the first five years of the agreement is flat and then is adjusted in 2019-20 and 2020-21 by three percent or the Italian consumer price index each year, while the product allowance increases by five percent in 2016-17, 2019-20, and 2022-23. It should be noted that the base fee figures in the table above have been increased by three percent in 2019-20 and 2020-21 due to the lack of Italian consumer price index in future years. Over the course of the 10-year agreement, the Club will receive a total of approximately €58.5 million in signing bonuses, base fees, and product allowance. The Club and Nike have the option to extend the agreement a further two years.

In addition to the signing bonus, base annual fees, and product allowance, the Club also has the opportunity to trigger a number of bonuses based on its on-pitch performance and play in SDR.

Along with the various performance-based and SDR-related bonuses, the agreement also includes royalties to the Club that vary based on the net merchandise sales. In addition, minimum royalty payments would be established in a year in which the Club opened SDR, varying depending on the year in which the Club began play.

5. Broadcast & Commercial Rights Review

Top 20 European Club Kit Sponsorship

In order to benchmark AS Roma's kit partnership and evaluate future potential growth, it is important to analyze the kit partnerships of the Top 20 European clubs. The table below presents a summary of the revenue generated by Top 20 European clubs during the 2018-19 season from their respective kit deals.

As shown in the table below, AS Roma's €5.1 million in annual kit revenue ranks 20th among the Top 20 European clubs, which generate an average of €35.1 million annually, ranging from a low of €5.1 million (AS Roma) to a high of €160 million (FC Barcelona). Top 20 Clubs generate a median of approximately €21.7 million, annually. Among Serie A clubs, average annual revenue approximates €14.9 million, including Juventus (€22.7 million), AC Milan (€20.7 million), Inter Milan (€10.9 million), and Roma. Clubs generating comparable annual revenue to AS Roma include West Ham United (€5.5 million), Everton (€6.0 million), Atletico Madrid (€7.0 million), Borussia Dortmund (€7.3 million), and Schalke 04 (€8.3 million).

Top 20 European Club Kit Partnerships
2018-19 Revenue

Rank	Club	Brand	Annual Revenue
1	FC Barcelona	Nike	€ 160.0
2	Manchester United	Adidas	€ 103.4
3	Chelsea	Nike	€ 69.1
4	Bayern Munich	Adidas	€ 58.6
5	Real Madrid	Adidas	€ 57.9
6	Arsenal	Puma	€ 45.5
7	Tottenham Hotspur	Nike	€ 34.5
8	Liverpool	New Balance	€ 29.2
9	Paris Saint-Germain	Nike	€ 24.2
10	Juventus	Adidas	€ 22.7
11	AC Milan	Puma	€ 20.7
12	Manchester City	Nike	€ 16.1
13	Inter Milan	Nike	€ 10.9
14	Newcastle United	Puma	€ 10.3
15	Schalke 04	Umbro	€ 8.3
16	Borussia Dortmund	Puma	€ 7.3
17	Atletico Madrid	Nike	€ 7.0
18	Everton	Umbro	€ 6.0
19	West Ham United	Umbro	€ 5.5
20	**AS Roma**	**Nike**	**€ 5.1**
Average			**€ 35.1**
Median			**€ 21.7**

5. Broadcast & Commercial Rights Review

Similar to trends in title shirt sponsorship, clubs are realizing large increases in the value of their kit partnerships. Real Madrid recently renewed its partnership with Adidas that will pay the club approximately €111 million annually for 10 years beginning in 2020 (nearly double their current deal). In addition, Arsenal begins a new five-year deal with Adidas in 2019-20 that will pay approximately €68 million per season (nearly 50 percent increase) and Manchester City will receive approximately €50.6 million annually from Puma in a new 10-year deal that is three-times higher than the revenue currently generated from Nike.

Other clubs experiencing increases in the value of their kit include Manchester United (232 percent), Tottenham Hotspur (211 percent), Chelsea (71 percent), Atletico Madrid (56 percent), West Ham United (53 percent), Juventus (48 percent), and Everton (43 percent). Based on increases experienced by comparable Top 20 European clubs, it is reasonable to expect that AS Roma could realize an increase in the value of its kit deal when it becomes available in 2024-25.

OTHER CLUB SPONSORSHIP

In addition to the various assets associated with the shirt and kit, European football clubs secure partnerships with a variety of domestic and international corporations. These partnerships do not provide the sponsor with rights to the club's shirt or kit, but generally provide usage of club marks/crest, a presence on the club website, inclusion on social media platforms, and through other mediums. The Club has secured €9.5 million in sponsorship inflows for the 2018/19 season, €4.9 million for the 2019/20 season and €210,000 for the 2020/21 season.

Overall, the Club has sponsorship contracts that will generate a total of approximately €14.6 million over the next three years. While the vast majority of information on individual club sponsorship revenue is confidential, Top 20 European clubs can generate approximately €15 million to €20 million on an annual basis, with a select few outliers generating in excess of €50 million annually.

6. MediaCo Financial Projections

This analysis presents CSL's key findings and conclusions related to the assessment of MediaCo financial projections. MediaCo cash inflows include national, UEFA and Club broadcast inflows (both direct contracts entered into by the club and receivables of Serie A media inflows to the team); UEFA competition bonuses; and shirt, technical and additional sponsorship inflows. The following provides a review of each key source and CSL's projections of each compared to the club's base case.

INDIRECT MEDIA INFLOWS

Indirect Media Inflows include LNP Media, TIM Cup Media, UEFA Market Pool and UEFA Participation Bonus inflows. Descriptions of each source and CSL's projections are provided over the following pages, followed by a comparison of total Indirect Media Inflows to MediaCo projections.

LNP MEDIA

Broadcasting revenues to be distributed directly to Serie A member clubs for FY 2020 is approximately €1.2 billion (compared to approximately €1.0 billion annually from 2015 to 2018). LNP Serie A reached a new, three-year television rights agreement for the 2018-19 to 2020-21 seasons totaling €1.3 billion for both domestic and international rights. Domestic rights deals totaling €973 million annually with Sky Italia (satellite provider) and DAZN (digital provider) have been secured with the opportunity for revenue to increase by an additional €150 million per year based on provider subscription and revenue growth. In addition, an international rights deal was reached with IMG Worldwide for €371 million annually. Under a new model for distributing rights income generated by Serie A, television inflows are distributed as follows:

- 50 percent equal distribution amongst all Serie A clubs;
- 20 percent based on each club's "fanbase" (stadium attendance and television viewership); and,
- 30 percent based on "sporting results" (prior year's performance, past five years, and historic results).

The table on the following page presents a summary of the projected Serie A and direct media inflows from FY 2020 to FY 2021.

6. MediaCo Financial Projections

LNP Media Projections FY 2020 to FY 2021		
Financial Model	**FY 2020**	**FY 2021**
CSL Projections	€ 81.9	€ 83.6
Note: Projections depicted in millions.		

Given the size of AS Roma's stadium audience and television viewership, the Club should continue to receive consistent inflows from the "fanbase" category. The Club currently has a five-year average table finish of third in Serie A and ranks fourth-highest among Serie A clubs in historical sporting results. CSL estimates that MediaCo will receive approximately €81.9 million from Serie A and direct media inflows in FY 2020. By FY 2021, it is estimated Serie A and direct media inflows will grow slightly to €83.6 million due to improved prior year's performance.

As previously shown, global demand for top-flight European football has led to large investments from broadcasters. Based on historical growth rates in annual broadcast rights fees among the 'big five' European football leagues (average 25 percent growth) and industry trends, it is reasonable to assume LNP Serie A will continue to secure increasingly substantial domestic and international broadcast rights deals. It is estimated that league broadcast revenues would grow at a rate of 25 to 33 percent over the next three broadcast cycles before stabilizing at a conservative two percent growth rate per year.

TIM CUP MEDIA

Over the past 10 years, AS Roma has been in the quarterfinals of the TIM Cup eight times, reaching the Cup final twice in 2009-10 and 2012-13. Television rights fees associated with the broadcast of the tournament are distributed to clubs based on their performance during the competition. Although the Club has reached the TIM Cup semifinals in five out of the last 10 years, CSL conservatively estimates TIM Cup media inflows based on elimination in the quarterfinals in each projected year. It is estimated that an appearance in the quarterfinals will generate €1.4 million in FY 2020, growing to €2.1 million in FY 2021. This growth in available broadcast inflows is consistent with recent history as the most recent domestic television rights to the TIM Cup grew by approximately 60 percent.

6. MediaCo Financial Projections

TIM Cup Media Projections FY 2020 to FY 2021		
Financial Model	**FY 2020**	**FY 2021**
CSL Projections	€ 1.4	€ 2.1
Note: Projections depicted in millions.		

Overall, the assumption of a quarterfinal finish in each projected year appears reasonable given the Club's performance in the competition over the past 10 years. In fact, the projections presented herein are conservative in nature based on the fact that the Club has reached the semifinals of the TIM Cup five out of the last 10 years. In addition, a win in the TIM Cup could mitigate any potential reductions in inflows should the Club uncharacteristically be eliminated in the initial rounds of the competition in a given year.

UEFA MARKET POOL

Following their sixth-place finish in Serie A during the 2018-19 season, AS Roma will be competing in the UEL during FY 2020. While finishing sixth in League play, due to AC Milan's disqualification stemming from Financial Fair Play violations, the club will enter the competition in the group stage. Upon qualification to the group stage, CSL is projecting a second-place finish with three wins and three draws and qualification to the round of 32, with an eventual loss in the round of 16 knockout stage.

Thirty percent of the UEL prize pool is allocated to the Market Pool, which is distributed in accordance to the proportional value of each country television market represented by clubs taking part in the group stage, with the different market shares distributed to the participating clubs from each country's association. In 2018-19, this total market pool was €168 million, with approximately 11 percent of this pool distributed to Italian clubs. Half of this Market Pool is divided amongst the country's clubs based on their performance in the previous season's domestic competitions, while the remaining amount is divided equally amongst the clubs participating in each round of Europa League competition from the group stage onward.

Although AS Roma has finished third or better during four of the last five seasons, CSL is conservatively projecting a fourth-place Serie A finish during the 2019-20 season, which would secure qualification to UCL during FY 2021.

Upon qualification to the UCL, CSL is projecting a third-place finish in the group stage with two wins and two draws, transferring them to the Europa League's round of 32. The club is assumed to win its UEL round of 32 match, with an eventual loss in the round of 16 knockout stage.

6. MediaCo Financial Projections

Fifteen percent of the UCL prize pool is allocated to the Market Pool, which, similar to the UEL, is distributed in accordance to the proportional value of each country's television market represented by clubs taking part in the group stage. In 2018-19, this Market Pool was approximately €292.5 million, with nearly 18 percent of this pool distributed to Italian clubs. Different market shares distributed to the participating clubs from each association depend on the proportional number of matches played by the club (50 percent of the country's pool) and the club's performance in the previous domestic championship (the remaining 50 percent of the country's pool).

In addition to market-shared inflows, MediaCo historically accounts for shared draw surplus distributions in market pool inflows. This inflow accounts for the re-distribution of draw bonus surplus inflows in the group stages of UEFA club competitions.

Understanding AS Roma's recent performance in these club competitions in the context of current allocation systems, the table below presents a summary of the projected UEFA market pool inflows from FY 2020 through FY 2021.

UEFA Market Pool Projections
FY 2020 to FY 2021

Financial Model	FY 2020	FY 2021
CSL Projections	€ 10.1	€ 22.0

Note: Projections depicted in millions.

Beyond FY 2021, CSL is projecting an additional UCL appearance followed by cycles of one UEL appearance and two UCL appearances. Given recent changes to UCL qualification allocating Serie A with four direct qualifications to UCL, this assumption is reasonable.

In 2018-19, UEFA distributed approximately €2.6 billion to clubs participating in UEFA Champions League and UEFA European League club competitions. This amount represents a 166 percent escalation from the same distribution pool 10 years ago, in-line with industry trends that indicate significant escalation of media rights inflows. As such, Club projections of UEFA distributable inflows escalating approximately 30 percent every three years over 12 years appear reasonable.

UEFA UCL & UEL PARTICIPATION BONUSES

Fixed amounts are distributed to clubs participating in the group stages of UCL and UEL, with performance bonuses paid based on wins, draws and the round of competition reached following the group stage. Additionally, shares are paid to clubs depending on their relative performance-

based coefficient ranking, with the most-successful clubs taking larger shares of coefficient prize pool money.

Given CSL's Club performance assumptions in UEFA Champions League and Europa League as previously outlined, the table below presents a summary of the projected UEFA UCL and UEL participation bonus inflows from FY 2020 through FY 2021.

UEFA Participation Bonus Projections
FY 2020 to FY 2021

Financial Model	FY 2020	FY 2021
CSL Projections (UCL)	€ 0.0	€ 22.5
CSL Projections (UEL)	€ 6.9	€ 1.6

Note: Projections depicted in millions.

In general, bonus assumptions are reasonable given the Club's on-pitch success over the past decade.

INDIRECT MEDIA INFLOWS SUMMARY

The table on the following pages provides a comparison of CSL Indirect Media Inflow projections to MediaCo projections.

Indirect Media Projections
FY 2020 to FY 2021

Financial Model	FY 2020	FY 2021
CSL Projections	€ 100.3	€ 131.8
MediaCo Projections	€ 93.8	€ 131.9
Variance	7.0%	-0.1%

Note: Projections depicted in millions.

As shown, CSL estimates that MediaCo will generate Indirect Media Inflows approximately seven percent above MediaCo projections in FY 2020, and a negligible 0.1 percent lower than MediaCo projections in FY 2021.

6. MediaCo Financial Projections

DIRECT MEDIA INFLOWS

Direct Media Inflows include Other Broadcast inflows. A description of this inflow and CSL's projection is provided on the following page, followed by a comparison of total Direct Media Inflows to MediaCo projections.

OTHER BROADCAST INFLOWS

The Club has agreements with Sky and IMG for Roma TV, Roma Radio, and Roma Library. Roma TV provides subscribers access to exclusive content and programs with a national reach of 4.2 million Italian households. Roma Radio encompasses a dedicated FM radio station and international streaming radios and Roma Library includes all physical and digital Roma archival materials which can be monetized and distributed across various online and mobile platforms. Contracts for these entities expire in June 2021, with the Club focused on building its brand, fanbase, and inflows through increased engagement opportunities with these dedicated media assets.

Other Broadcast Projections
FY 2020 to FY 2021

Financial Model	FY 2020	FY 2021
CSL Projections	€ 7.6	€ 8.7

Note: Projections depicted in millions.

Based on the current agreements in place, it is reasonable to expect MediaCo to generate €7.6 million in FY 2020 and experience increases of approximately 10 to 15 percent in FY 2021 and beyond.

DIRECT MEDIA INFLOWS SUMMARY

The table on the following page provides a comparison of CSL Direct Media Inflow projections to MediaCo projections.

6. MediaCo Financial Projections

Direct Media Projections FY 2020 to FY 2021		
Financial Model	**FY 2020**	**FY 2021**
CSL Projections	€ 7.6	€ 8.7
MediaCo Projections	€ 7.6	€ 8.7
Variance	0.0%	0.0%
Note: Projections depicted in millions.		

As shown, CSL estimates that MediaCo will generate Direct Media Inflows equal to MediaCo projections in FY 2020 and 2021.

SPONSORSHIP AND OTHER INFLOWS

Sponsorship and Other Inflows include Main Sponsor, Technical Sponsor, Other Sponsorship, NIKE Royalties and Licensing inflows. Descriptions of each source and CSL's projections are provided over the following pages, followed by a comparison of total Sponsorship and Other Inflows to MediaCo projections.

MAIN SPONSOR

Main sponsorship inflows are generated through partnerships for AS Roma's main shirt, training shirt, and back of shirt. In FY 2020, the Club has contracted inflows that total approximately €14.0 million, which is comprised of the following agreements:

- Qatar Airways (Shirt) €11 million
- Hyundai (Back of Shirt) €3.0 million

While the termination of the Betway agreement eliminates certain amounts in contractually-guaranteed Main Sponsor inflows, AS Roma is actively marketing the training shirt and there is a reasonable expectation that this sponsorship will be replaced before commencement of the 2019-20 season with inflows equal to or greater than the terminated agreement.

6. MediaCo Financial Projections

Main Sponsorship Projections FY 2020 to FY 2021		
Financial Model	**FY 2020**	**FY 2021**
CSL Projections	€ 18.5	€ 19.0
Note: Projections depicted in millions.		

The Club's Main Sponsor agreements expire following FY 2021. Shirt partnerships are among the most lucrative revenue sources for a European football club, and Top 20 European clubs are experiencing large increases in the value of these partnerships. In 2018-19, Top 20 European clubs generated an average of approximately €31.6 million in annual revenue from their shirt partnership, representing an average increase of approximately 60 percent over the previous deal, which spanned an average of four years.

Although AS Roma will generate €11 million in FY 2020 and FY 2021 from its shirt partnership with Qatar Airways, the average annual value of the three-year agreement totaled €13 million due to a €6 million signing bonus the Club received following commencement of the deal. Upon expiration of the existing shirt deal with Qatar Airways it is reasonable to expect that the Club could secure a deal that realizes similar increases in annual value as other Top 20 European clubs.

In terms of its training shirt partnership with Betway (which was terminated on July 14, 2019), the base fee that was to be paid to the Club increased by approximately 11 to 13 percent per year. Given the annual revenues several Top 20 European clubs currently generate from the right to their training kit, as well as the level of revenue generated from other secondary shirt partnerships such as the sleeve, which generate an average of approximately €10.7 million annually, it is reasonable to expect that the Club could generate inflows equal to or in excess of the terms of the Betway agreement.

The Club's deal with Hyundai for rights to the back of the shirt ranks second in Serie A (among 11 clubs with available data) only to the €5 million generated by Juventus from its agreement with Cygames. European clubs are aggressively trying to leverage assets associated with the shirt to generate higher levels of annual revenues, and it is reasonable to suggest that AS Roma will realize sensible increases in inflows from its back of shirt partnership following completion of the Hyundai deal in FY 2022.

Upon securing new Main Sponsorship deals in FY 2022, it is reasonable to expect MediaCo to realize moderate annual increases of two to three percent for the foreseeable future.

6. MediaCo Financial Projections

TECHNICAL SPONSOR

AS Roma agreed to a 10-year kit partnership with Nike in 2014-15 that ends in 2023-24. According to the agreement, the Club will receive a base fee of €4.0 million and approximately €1.2 million in product allowance, resulting in total inflows of approximately €5.2 million in FY 2020 and FY 2021.

Technical Sponsorship Projections
FY 2020 to FY 2021

Financial Model	FY 2020	FY 2021
CSL Projections	€ 5.2	€ 5.2

Note: Projections depicted in millions.

Similar to Main Sponsorships, revenue generated by Top 20 European clubs from their Technical Sponsorship agreements has increased significantly in recent years. Currently, AS Roma's FY 2019 revenue of €5.1 million ranks 20th among the Top 20 European clubs, which generate average and median Technical Sponsorship revenue of approximately €35.1 million and €21.7 million, respectively. Clubs such as Real Madrid, Arsenal, Manchester City, Manchester United, Tottenham Hotspur, Chelsea, Atletico Madrid, West Ham United, Juventus, and Everton have experienced increases in Technical Sponsorship revenue of between 48 percent and 232 percent in recent years.

Based on the research and analyses conducted herein, it is reasonable to expect the Club to secure a Technical Sponsorship agreement that provides a three percent increase in inflows following the completion of its Nike deal.

ROYALTIES

Based on its Technical Sponsorship with Nike, the Club is paid royalties on net sales of its merchandise. In FY 2019, the Club generated inflows of approximately €700,000, which translates to approximately €9.3 million in net merchandise sales. In FY 2020, CSL projects inflows of approximately €500,000, increasing three percent to approximately €515,000 in FY 2021.

6. MediaCo Financial Projections

Royalty Projections FY 2020 to FY 2021		
Financial Model	**FY 2020**	**FY 2021**
CSL Projections	€ 0.5	€ 0.5
Note: Projections depicted in millions.		

The assumption of €500,000 to €515,000 in inflows in FY 2020 and FY 2021 (and two to three percent annual increases after) is conservative given the Club's history of generating similar or higher levels of cash inflows in previous years. In order to generate these annual cash inflows, the Club would need to generate €6.7 million to €6.9 million in net annual sales which is approximately 37 percent lower than the sales in FY 2019.

OTHER SPONSORSHIP

In addition to the Main and Technical Sponsors, the Club has a number of partnerships with a variety of domestic and international corporations that provide the sponsor with usage of club marks/crest, a presence on the club website, inclusion on social media platforms, and through other mediums. In FY 2019, the Club had agreements that generated a total of approximately €9.5 million in cash inflows.

In FY 2020, the Club projects inflows from other sponsorships to total approximately €8.5 million. To date, the Club has contracted inflows of approximately €4.9 million for FY 2020, which represents approximately 58 percent of the projected total. The amount of projected other sponsorship inflows increases to approximately €8.8 million in FY 2021, of which, the Club has secured €210,000 under current contracts.

Other Sponsorship Projections FY 2020 to FY 2021		
Financial Model	**FY 2020**	**FY 2021**
CSL Projections	€ 8.5	€ 8.8
Note: Projections depicted in millions.		

Due to the fact that other sponsorship inflows projected in FY 2020 (€8.5 million) is 12 percent less than what is contracted in FY 2019 (€9.5 million) and the Club has secured 58 percent of this projected total to date, it is reasonable to expect the Club to generate the remaining projected cash inflows for FY 2020. The completion of the Serie A season represents a significant period in

the sales cycle for the Club, and the fact that it has already secured nearly 60 percent of inflows provides a substantial basis on which to achieve its sales goals. In addition, the Club's projected three percent increase in other sponsorship inflows from FY 2020 to FY 2021 is reasonable and achievable.

It should be noted that while the vast majority of information on individual club other sponsorship revenue is confidential, Top 20 European clubs can generate approximately €15 million to €20 million on an annual basis, with a select few outliers generating in excess of €50 million annually.

LICENSING

The Club has licensing agreements with a variety of companies to use their logo in association with numerous consumer products. In FY 2019, the Club is forecasted to generate approximately €1.7 million from licensing contracts. The table below presents a summary of the projected licensing inflows from FY 2020 through FY 2021.

Licensing Projections
FY 2020 to FY 2021

Financial Model	FY 2020	FY 2021
CSL Projections	€ 2.1	€ 1.5

Note: Projections depicted in millions.

Based on agreements in place, it is reasonable to expect the Club to generate €2.1 million in FY 2020 and experience a decline in FY 2021 due to UEL participation the prior season.

SPONSORSHIP AND OTHER INFLOWS SUMMARY

The table below provides a comparison of CSL Sponsorship and Other Inflow projections to MediaCo projections.

Sponsorship and Other Inflow Projections
FY 2020 to FY 2021

Financial Model	FY 2020	FY 2021
CSL Projections	€ 34.8	€ 35.0
MediaCo Projections	€ 34.8	€ 35.0
Variance	0.0%	0.0%

Note: Projections depicted in millions.

6. MediaCo Financial Projections

As shown, CSL estimates that MediaCo will generate Sponsorship and Other Inflows equal to Club projections in FY 2020 and 2021.

MEDIACO PROJECTIONS

The table on the right presents a summary of CSL's projected cash inflows of MediaCo from FY 2020 to FY 2021. Cash inflows associated with MediaCo include television broadcast (Indirect and Direct Media) and sponsorships.

MediaCo Cash Inflow Projections
FY 2020 to FY 2021

Financial Model	FY 2020	FY 2021
INDIRECT MEDIA INFLOWS		
LNP Media		
CSL Projections	€ 81.9	€ 83.6
TIM Cup Media		
CSL Projections	€ 1.4	€ 2.1
UEFA Market Pool		
CSL Projections	€ 10.1	€ 22.0
UEFA Participation Bonuses		
CSL Projections	€ 6.9	€ 24.1
Subtotal: Indirect Media Inflows		
CSL Projections	€ 100.3	€ 131.8
MediaCo Projections	€ 93.8	€ 131.9
Variance	7.0%	-0.1%
DIRECT MEDIA INFLOWS		
Other Broadcast Inflows		
CSL Projections	€ 7.6	€ 8.7
Subtotal: Direct Media Inflows		
CSL Projections	€ 7.6	€ 8.7
MediaCo Projections	€ 7.6	€ 8.7
Variance	0.0%	0.0%
SPONSORSHIP AND OTHER INFLOWS		
Main Sponsor		
CSL Projections	€ 18.5	€ 19.0
Technical Sponsor		
CSL Projections	€ 5.2	€ 5.2
Other Sponsorship		
CSL Projections	€ 8.5	€ 8.8
NIKE Royalties		
CSL Projections	€ 0.5	€ 0.5
Licensing		
CSL Projections	€ 2.1	€ 1.5
Subtotal: Sponsorship and Other Inflows		
CSL Projections	€ 34.8	€ 35.0
MediaCo Projections	€ 34.8	€ 35.0
Variance	0.0%	0.0%
TOTAL CASH INFLOWS:		
CSL Projections	**€ 142.7**	**€ 175.5**
MediaCo Projections	**€ 136.3**	**€ 175.5**
Variance	**4.7%**	**0.0%**

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