**Autostrade per l'Italia S.p.A.**
(incorporated as a joint stock company in the Republic of Italy)
**€7,000,000,000**
**Euro Medium Term Note Programme**

Under the Euro Medium Term Note Programme described in this offering circular (the "**Offering Circular**") (the "**Programme**"), Autostrade per l'Italia S.p.A. ("**ASPI**", "**Autostrade Italia**" or the "**Issuer**") may, from time to time, subject to compliance with all applicable laws, regulations and directives, issue medium term debt securities in either bearer or registered form (respectively, "**Bearer Notes**" and "**Registered Notes**" and, together, the "**Notes**"). The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed €7,000,000,000 (or the equivalent in other currencies). The maximum aggregate principal amount of the Notes which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement (as defined below) and applicable laws and regulations in force from time to time.

The Notes may be issued on a continuing basis to one or more of the Dealers named below or any additional Dealer appointed under the Programme from time to time, which appointment may be for a specific issue or on an ongoing basis (each a "**Dealer**" and together, the "**Dealers**"). References in this Offering Circular to the relevant Dealer, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, shall be to all Dealers agreeing to subscribe for such Notes.

This Offering Circular has been approved by the Central Bank of Ireland (the "**Central Bank**"), as competent authority under Regulation (EU) No. 2017/1129 of 14 June 2017 (as amended, the "**Prospectus Regulation**"). The Central Bank only approves this Offering Circular as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Issuer or the quality of the Notes that are the subject of this Offering Circular and investors should make their own assessment as to the suitability of investing in the Notes. Additionally, such approval relates only to the Notes which are to be admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") or other regulated markets for the purposes of Directive 2014/65/EU (as amended, "**MiFID II**") or which are to be offered to the public in any Member State of the European Economic Area (each, a "**Member State**"). Application has been made to Euronext Dublin for Notes issued under the Programme to be admitted to the Official List and trading on its regulated market. Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of the Notes, the issue price of the Notes and certain other information completing the terms and conditions which are applicable to each Tranche (as defined under "*Overview of the Programme*") of Notes issued under the Programme will be set out in final terms (the "**Final Terms**") which, with respect to Notes to be listed on Euronext Dublin, will be filed with the Central Bank. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

Where Notes issued under the Programme are listed or admitted to trading on a regulated market within the European Economic Area or offered to the public in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Regulation, such Notes will not have a denomination of less than €100,000 (or, in the case of Notes that are not denominated in euro, the equivalent thereof in such other currency).

This Offering Circular (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area. The obligation to supplement this Offering Circular in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Offering Circular is no longer valid.

**Investing in the Notes involves certain risks. For a discussion of these see the section entitled "Risk Factors" beginning on page 9.**

The Notes have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any State or other jurisdiction of the United States, and the Notes may include Bearer Notes that are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered or sold or, in the case of Bearer Notes, delivered in the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**") in the case of Registered Notes, or as defined in the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder in the case of Bearer Notes). See "*Forms of the Notes*" for a description of the manner in which Notes will be issued. Registered Notes are subject to certain restrictions on transfer. See "*Subscription and Sale and Transfer and Selling Restrictions*".

Autostrade Italia's long-term debt is currently rated BB by S&P Global Ratings Europe Limited ("**S&P**"), BB+ by Fitch Italia Società Italiana per il Rating S.p.A. ("**Fitch**") and Ba2 by Moody's Investors Service España, S.A. ("**Moody's**"). Each of Moody's, S&P and Fitch is established in the European Union and registered under Regulation (EC) No.1060/2009 (as amended, the "**CRA Regulation**") and as such is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at https://www.esma.europa.eu/supervision/credit-rating-agencies/risk) in accordance with the CRA Regulation. Tranches of Notes to be issued under the Programme will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to the Issuer or to Notes already issued. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed in the relevant Final Terms. **A security rating and/or an issuer corporate rating are not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.**

Bearer Notes will be represented on issue by a temporary global note in bearer form (each a "**Temporary Global Note**") or a permanent global note in bearer form (each a "**Permanent Global Note**" and, together with the Temporary Global Notes, the "**Bearer Global Notes**"). Registered Notes will be represented by registered certificates (each a "**Certificate**", which term shall include where appropriate registered certificates in global form) ("**Registered Global Notes**", and together with the Bearer Global Notes, the "**Global Notes**"), one Certificate being issued in respect of each registered Noteholder's entire holding of Registered Notes of one Series (as defined under "*Overview of the Programme*" and "*Terms and Conditions of the Notes*"). Global Notes may be deposited on the Issue Date (as defined herein) with a common depositary or a common safekeeper (as applicable) on behalf of Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**"). The provisions governing the exchange of interests in Global Notes for other Global Notes are described in the section entitled "*Forms of the Notes*" of this Offering Circular.

The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes set out herein (the "**Conditions**"), in which event a Drawdown Prospectus (as defined below), if appropriate, will be made available which will describe the effect of the agreement reached in relation to the Notes.

**Arrangers**

| | |
|---|---|
| **BNP PARIBAS** | **Mediobanca** |

**Dealers**

| | |
|---|---|
| **Banco Bilbao Vizcaya Argentaria, S.A.** | **Barclays** |
| **Bayerische Landesbank** | **BNP PARIBAS** |
| **Citigroup** | **Crédit Agricole CIB** |
| **Credit Suisse** | **Deutsche Bank** |
| **Goldman Sachs International** | **IMI – Intesa Sanpaolo** |
| **J.P. Morgan** | **Mediobanca** |
| **MUFG** | **Morgan Stanley** |
| **NATIXIS** | **Santander Corporate & Investment Banking** |
| **Société Générale Corporate & Investment Banking** | **UniCredit** |

The date of this Offering Circular is 16 November 2021.

## NOTICE TO INVESTORS

This Offering Circular is a "base prospectus" in accordance with Article 8 of Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"). The Issuer accepts responsibility for the information contained in this Offering Circular and, to the best of its knowledge, the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information.

The Issuer having made all reasonable enquiries, confirms that this Offering Circular contains all information with respect to itself and its subsidiaries and affiliates taken as a whole (Autostrade Italia, together with its consolidated subsidiaries, the "**Group**") and the Notes, which according to the particular nature of the Issuer and the Notes is necessary to enable investors to make an informed assessment of the assets and liabilities, profits and losses, financial position, and the prospects of the Issuer and of any rights attaching to the Notes and the reasons for the issuance of any Notes and its impact on the Issuer and is (in the context of the Programme and the issue, offering and sale of the Notes) material, that the statements contained in it are in every material particular true and accurate and not misleading, that the opinions and intentions expressed in this Offering Circular are honestly held, have been reached after considering all relevant circumstances and are based on reasonable assumptions, that there are no other facts, the omission of which would, in the context of the issue and offering of the Notes, make any statement in this Offering Circular misleading in any material respect and that all reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements.

As of the date of this Offering Circular the Issuer is a subsidiary of Atlantia S.p.A. ("**Atlantia**" and together with its consolidated subsidiaries, the "**Atlantia Group**"). For additional information on the current and, subject to certain conditions, prospective shareholding structure of the Issuer, see "*Shareholders*".

This Offering Circular is to be read and construed in conjunction with any supplements hereto and with all documents which are deemed to be incorporated herein by reference and, in relation to any Tranche of Notes, should be read and construed together with the applicable Final Terms. See "Incorporation by Reference" below. This Offering Circular shall, save as specified herein, be read and construed on the basis that such documents are so incorporated and form part of this Offering Circular.

Neither this Offering Circular nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Arrangers, the Dealers or BNY Mellon Corporate Trustee Services Limited (the "**Trustee**") that any recipient of the Offering Circular or any Final Terms should subscribe for or purchase any Notes. Each recipient shall be taken to have made its own investigation and appraisal of the financial condition of the Issuer and the Group.

No representation, warranty or undertaking, express or implied, is made by the Arrangers, the Dealers or the Trustee as to the accuracy or completeness of this Offering Circular or any further information supplied in connection with the Programme or the Notes or their distribution. None of the Arrangers, the Dealers or the Trustee accepts any liability in relation to the contents of this Offering Circular or any document incorporated by reference in this Offering Circular or the distribution of any such document or with regard to any other information supplied by, or on behalf of, the Issuer. Each investor contemplating purchasing Notes must make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and the Group.

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this Offering Circular or any other information supplied in connection with the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by any of the Issuer, the Arrangers, the Dealers or the Trustee.

Neither the delivery of this Offering Circular, nor the offering, sale or delivery of any Notes shall in any circumstances create any implication that, since the date of this Offering Circular or the date upon which it has been most recently amended or supplemented, there has not been any change, or any development or event, which is materially adverse to the condition (financial or otherwise), prospects, results of operations or general affairs of the Issuer or the Group. The Arrangers, the Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer or the Group during the life of the Programme or to advise any investor in the Notes of any information coming to their attention. Investors should review, *inter alia*, the most recently published financial statements of the Issuer when deciding whether or not to purchase any Notes.

The distribution of this Offering Circular and the offer or sale of Notes may be restricted by law in certain jurisdictions. None of the Issuer, the Arrangers, the Dealers or the Trustee represents that this Offering Circular may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by any of the Issuer, the Arrangers, the Dealers or the Trustee which would permit a public offering of any Notes or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except in circumstances that will result in compliance with any applicable laws and regulations, and the Dealers have represented that all offers and sales by them will be made on the same terms. Persons who obtain this Offering Circular or any Notes must inform themselves about and observe any such restrictions. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of Notes in the United States, the European Economic Area (including Italy), the United Kingdom and Japan. For a description of these and certain further restrictions on offers and sales of the Notes and distribution of this Offering Circular, see "Subscription and Sale and Transfer and Selling Restrictions".

This Offering Circular has been prepared by the Issuer for use in connection with the offer and sale of Notes in reliance upon Regulation S outside the United States to non-U.S. persons or in transactions otherwise exempt from registration. Its use for any other purpose in the United States is not authorised. It may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it is originally submitted.

**MiFID II product governance / target market** – The Final Terms or Drawdown Prospectus, as the case may be, in respect of any Notes may include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the 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 target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the MiFID II Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID II Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID II Product Governance Rules.

**UK MiFIR product governance / target market** – The Final Terms or Drawdown Prospectus, as the case may be, in respect of any Notes may include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor (as defined above) should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MIFIR Product Governance Rules.

**IMPORTANT – EEA RETAIL INVESTORS** - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**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 (EU) 2016/97 (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. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation

**IMPORTANT – UK RETAIL INVESTORS** - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) 2017/565 as it forms part of English law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "**EUWA**"), or (ii) a customer within the meaning of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of English law by virtue of the EUWA, as amended by the Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2018. Consequently no key information document required by the PRIIPS Regulation as it forms part of English law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**EU BENCHMARKS REGULATION** – Amounts payable under any floating rate notes issued under the Programme may be calculated by reference to the Euro Interbank Offered Rate ("**EURIBOR**"), if so specified in the relevant Final Terms. As at the date of this Offering Circular, EURIBOR is provided and administered by the European Money Markets Institute ("**EMMI**"). At the date of this Offering Circular, EMMI is authorised as a benchmark administrator, and included on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the "**BMR**").

The Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission, any State securities commission in the United States or any other U.S. regulatory authority nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the Notes or the accuracy or the adequacy of this Offering Circular. Any representation to the contrary is a criminal offence in the United States.

The maximum aggregate principal amount of Notes outstanding at any one time under the Programme will not exceed €7,000,000,000 and, for this purpose, any Notes denominated in another currency shall be translated into Euro at the date of the agreement to issue such Notes, calculated in accordance with the provisions of the Dealer Agreement (as defined below). The maximum aggregate principal amount of the Notes which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement and applicable laws and regulations in force from time to time.

The language of this Offering Circular is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

## FORWARD-LOOKING STATEMENTS

All statements other than statements of historical fact included in this Offering Circular regarding the Group's business financial condition, results of operations and certain of the Group's plans, objectives, assumptions, expectations or beliefs with respect to these items and statements regarding other future events or prospects are forward-looking statements. These statements include, without limitation, those concerning: the Group's strategy and the Group's ability to achieve it; expectations regarding revenues, profitability and growth; plans for the launch of new services; the Group's possible or assumed future results of operations; research and development, capital expenditure and investment plans; adequacy of capital; and financing plans. The words "aim", "may", "will", "expect", "anticipate", "believe", "future", "continue", "help", "estimate", "plan", "intend", "should", "could", "would", "shall" or the negative or other variations thereof as well as other statements regarding matters that are not historical fact, are or may constitute forward-looking statements. In addition, this Offering Circular includes forward-looking statements relating to the Group's potential exposure to various types of market risks, such as foreign exchange rate risk, interest rate risks and other risks related to financial assets and liabilities. These forward-looking statements have been based on the Group's management's current view with respect to future events and financial performance. These views reflect the best judgment of the Group's management but involve a number of risks and uncertainties which could cause actual results to differ materially from those predicted in such forward-looking statements and from past results,

performance or achievements. Although the Group believes that the estimates reflected in the forward-looking statements are reasonable, such estimates may prove to be incorrect. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by these forward-thinking statements. Prospective investors are cautioned not to place undue reliance on these forward-looking statements. Neither the Issuer nor the Group undertakes any obligation to republish revised forward-looking statements to reflect events or circumstances after the date hereof. Prospective purchasers are also urged carefully to review and consider the various disclosures made by the Issuer and the Group in this Offering Circular which attempt to advise interested parties of the factors that affect the Issuer, the Group and their business, including the disclosures made under "*Risk Factors*" and "*Business Description of the Group*".

The Issuer does not intend to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. All subsequent written or oral forward-looking statements attributable to the Issuer or persons acting on its behalf, are expressly qualified in their entirety by the cautionary statements contained throughout this Offering Circular. As a result of these risks, uncertainties and assumptions, investors should not place undue reliance on these forward-looking statements as a prediction of actual results or otherwise.

## INDUSTRY AND MARKET DATA

Information regarding markets, market size, market share, market position, growth rates and other industry data pertaining to the Group's business contained in this Offering Circular consists of estimates based on data reports compiled by professional organisations and analysts, on data from other external sources, and on the Group's knowledge of its sales and markets. In many cases, there is no readily available external information (whether from trade associations, government bodies or other organisations) to validate market-related analyses and estimates, requiring the Group to rely on internally developed estimates. The Group has compiled, extracted and correctly reproduced market or other industry data, and information taken from external sources, including third parties or industry or general publications, has been identified where used and accurately reproduced and as far as the Issuer is aware and is able to ascertain from information published by those external sources, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Such information has been sourced from AISCAT: "Summary of Italian motorway network under concession as of 31 December 2020" ("*Quadro riassuntivo della rete autostradale in concessione al 31.12.2020*"); the Ministry of Sustainable Infrastructure and Mobility: "*Conto Nazionale delle Infrastrutture e della Mobilità Sostenibili 2019 – 2020*" and ISTAT. The Issuer accepts responsibility for accurately reproducing the information and as far as the Issuer is aware and is able to ascertain from information published by AISCAT and the Ministry of Infrastructure and Transport, no facts have been omitted which would render such reproduced information inaccurate or misleading.

## SUPPLEMENTS AND DRAWDOWN PROSPECTUSES

The Issuer has given an undertaking to the Dealers that, if at any time during the duration of the Programme there is a significant new factor, material mistake or inaccuracy relating to the information contained in this Offering Circular which is capable of affecting the assessment of the Notes, it shall prepare a supplement to this Offering Circular or publish a replacement Offering Circular for use in connection with any subsequent offering of the Notes and shall supply to each Dealer any number of copies of such supplement as a Dealer may reasonably request.

In addition, the Issuer may agree with any Dealer to issue Notes in a form not contemplated in the section of this Offering Circular entitled "*Form of Final Terms*". To the extent that the information relating to that Tranche of Notes constitutes a significant new factor in relation to the information contained in this Offering Circular, and a supplement is not prepared in accordance with the previous paragraph, a separate prospectus specific to such Tranche (a "**Drawdown Prospectus**") will be made available and will contain such information. Each Drawdown Prospectus will be constituted either (1) by a single document containing the necessary information relating to the Issuer and the Group and the relevant Notes or (2) pursuant to Article 5.3 of the Prospectus Regulation, by a registration document containing the necessary information relating to the Issuer and the Group, a securities note containing the necessary information relating to the relevant Notes and, if necessary, a

summary note. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, references in this Offering Circular to information specified or identified in the Final Terms shall (unless the context requires otherwise) be read and construed as information specified or identified in the relevant Drawdown Prospectus.

## THE NOTES MAY NOT BE A SUITABLE INVESTMENT FOR ALL INVESTORS

Each potential investor in the Notes must determine the suitability of that investment in the light of its own circumstances. In particular, each potential investor in the Notes should:

(i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Offering Circular or any applicable supplement;

(ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal, premium or interest payments is different from the potential investor's currency;

(iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of financial markets;

(v) consider all of the risks of an investment in the Notes, including Notes with principal, premium or interest payable in one or more currencies, or where the currency for principal, premium or interest payments is different from the potential investor's currency; and

(vi) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio. In making an investment decision, investors must rely on their own independent examination of the Issuer and the terms of the Notes being offered, including the merits and risks involved. None of the Arrangers, the Dealers or the Issuer makes any representation to any investor in the Notes regarding the legality of its investment under any applicable laws. Any investor in the Notes should be able to bear the economic risk of an investment in the Notes for an indefinite period of time.

## LEGAL INVESTMENT CONSIDERATIONS MAY RESTRICT CERTAIN INVESTMENTS

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk based capital or similar rules.

## USE OF WEBSITES

In this Offering Circular, references to websites are included for information purposes only. The contents of any websites (except for the documents or portions thereof incorporated by reference into this Offering Circular to the extent set out on any such website) referenced in this Offering Circular do not form part of this Offering Circular unless that information is incorporated by reference into this Offering Circular.

## STABILISATION

In connection with the issue and distribution of any Tranche of Notes, the Dealer(s) (if any) disclosed as the stabilising manager(s) in the applicable Final Terms (or any person acting on its or their behalf) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes of a Series (as defined below) of which such Tranche forms part at a level higher than that which might otherwise prevail for a limited period. However, there is no assurance that stabilisation may necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. All such transactions will be carried out in accordance with all applicable laws and regulations.

## CERTAIN DEFINED TERMS

Capitalised terms which are used but not defined in any particular section of this Offering Circular will have the meaning attributed to them in the section entitled "*Terms and Conditions of the Notes*" or any other section of this Offering Circular.

In addition, the following terms as used in this Offering Circular have the following meanings:

"**Autostrade Italia Concession**" means the concession held by Autostrade Italia to operate a section of the Italian toll motorway network, governed by the Single Concession Contract;

"**Concession Grantor**" or "**MIMS**" refers to the Italian Ministry of Sustainable Infrastructure and Transport;

"**EFP**" means the economic and financial plan relating to concessions to operate Italian toll motorways;

"**euro**" and "**€**" refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended

"**GDP**" means gross domestic product;

"**MEF**" refers to the Italian Ministry of Economy and Finance;

"**Milleproroghe Decree**" refers to Law Decree No. 162 of 30 December 2019, converted into law by Law No. 8 of 28 February 2020;

"**Single Concession Contract**" means the concession agreement entered into on 12 October 2007 between Autostrade Italia and ANAS S.p.A. (subsequently replaced by the MIMS) which governs the Autostrade Italia Concession, as approved by Law No. 101/2008, as from time to time amended and supplemented;

"**Transport Regulatory Authority**" refers to the Italian *Autorità di Regolazione dei Trasporti*.

**TABLE OF CONTENTS**

## OVERVIEW OF THE PROGRAMME

*This section is a general description of the Programme as provided under Article 25(1)(b) of Commission Delegated Regulation (EU) 219/980. The following description does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Offering Circular and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. Words and expressions defined or used in "Terms and Conditions of the Notes" below shall have the same meanings in this summary. The Issuer may agree with any Dealer that Notes may be issued in a form other than that contemplated in "Terms and Conditions of the Notes" herein, in which event a Drawdown Prospectus (as defined above) will be published.*

| | |
|---|---|
| **Issuer** ..... | Autostrade per l'Italia S.p.A. |
| **Issuer's Legal Entity Identifier** ..... | 815600149448CEB9B230 |
| **Description** ..... | Euro Medium Term Note Programme. |
| **Size** ..... | Up to €7,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate principal amount of Notes outstanding at any one time. The Issuer may increase the amount of the Programme in accordance with the terms of the Dealer Agreement. |
| **Arrangers** ..... | BNP Paribas<br>Mediobanca – Banca di Credito Finanziario S.p.A. |
| **Dealers** ..... | Banco Bilbao Vizcaya Argentaria, S.A.<br>Banco Santander, S.A.<br>Barclays Bank Ireland PLC<br>Bayerische Landesbank<br>BNP Paribas<br>Citigroup Global Markets Limited<br>Crédit Agricole Corporate and Investment Bank<br>Credit Suisse Bank (Europe), S.A.<br>Deutsche Bank Aktiengesellschaft<br>Goldman Sachs International<br>Intesa Sanpaolo S.p.A.<br>J.P. Morgan AG<br>Mediobanca – Banca di Credito Finanziario S.p.A.<br>Morgan Stanley & Co. International plc<br>MUFG Securities (Europe) N.V.<br>NATIXIS<br>Société Générale<br>UniCredit Bank AG<br>The Issuer may from time to time terminate the appointment of any Dealer under the Programme or appoint additional Dealers either in respect of one or more Tranches or in respect of the whole |

| | |
|---|---|
| | Programme. References in this Offering Circular to "**Permanent Dealers**" are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to "**Dealers**" are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches. |
| **Trustee**..... | BNY Mellon Corporate Trustee Services Limited. |
| **Issuing and Principal Paying Agent**. | The Bank of New York Mellon, London Branch. |
| **Paying Agent and Transfer Agent** ... | The Bank of New York Mellon, London Branch. |
| **Registrar**..... | The Bank of New York Mellon SA/NV, Luxembourg Branch. |
| **Method of Issue**..... | Notes may be issued on a syndicated or a non-syndicated basis. The Notes will be issued in series (each a "**Series**") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "**Tranche**") on the same or different issue dates. Each Tranche will be issued on the terms set out herein under the Conditions as completed by the relevant Final Terms. |
| **Currencies**..... | Subject to any applicable legal or regulatory restrictions, such currencies as may be agreed between the Issuer and the relevant Dealer, including, without limitation, euro, Sterling, United States dollars and Japanese yen. |
| **Certain Restrictions** ..... | Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time. See "*Subscription and Sale and Transfer and Selling Restrictions*". |
| **Maturities**..... | Subject to compliance with all relevant laws, regulations and directives, the Notes will have a minimum maturity of 18 months and one day. |
| **Issue Price** ..... | Notes may be issued on a fully paid basis and at an issue price which is at par or at a discount to, or premium over, par. |
| **Forms of the Notes**..... | The Notes will be issued in bearer or registered form as described in "*Forms of the Notes*". Registered Notes will not be exchangeable for Bearer Notes and vice versa. No single Series or Tranche may comprise both Bearer Notes and Registered Notes.<br><br>Each Tranche of Bearer Notes will initially be in the form of either a Temporary Global Note or a Permanent Global Note, in each case as specified in the applicable Final Terms. Each Bearer Global Note which is not intended to be issued in new global note form (a "**Classic Global Note**" or "**CGN**"), as specified in the applicable Final Terms, will be deposited on or around the relevant issue date with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and each Bearer Global Note which is intended to be issued in new global note form (a "**New Global Note**" or "**NGN**"), as |

specified in the applicable Final Terms, will be deposited on or around the relevant issue date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Each Temporary Global Note will be exchangeable for a Permanent Global Note or, if so specified in the applicable Final Terms, for Definitive Notes. If TEFRA D (as defined below) is specified in the applicable Final Terms as applicable, certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a Temporary Global Note or receipt of any payment of interest in respect of a Temporary Global Note. Each Permanent Global Note will be exchangeable for Definitive Notes in accordance with its terms. Definitive Notes will, if interest-bearing, have Coupons attached and, if appropriate, a Talon for further Coupons.

Each Tranche of Registered Notes will be represented by individual certificates or one or more Registered Global Notes, in each case as specified in the relevant Final Terms.

Each Note represented by a Registered Global Note will either be: (a) in the case of a Registered Global Note which is not to be held under the new safekeeping structure ("**New Safekeeping Structure**" or "**NSS**"), registered in the name of a common depositary (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Registered Global Note will be deposited on or about the issue date with the common depositary; or (b) in the case of a Registered Global Note to be held under the New Safekeeping Structure, registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and the relevant Registered Global Note will be deposited on or about the issue date with the common safekeeper for Euroclear and/or Clearstream, Luxembourg.

**Clearing Systems** ..... Clearstream, Luxembourg, Euroclear and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer, the Principal Paying Agent and the relevant Dealer.

**Fixed Rate Notes**..... Fixed interest will be payable on the date or dates specified in the applicable Final Terms and on redemption, and will be calculated on the basis of such Day Count Fraction as the Issuer and the relevant Dealer may agree.

**Floating Rate Notes** ..... Floating Rate Notes will bear interest, as determined separately for each Series, either (i) at a rate determined on the same basis as the floating rate under a notional interest rate swap transaction in the relevant specified currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series), (ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service or (iii) on such other basis as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms).

| | |
|---|---|
| | The Margin (if any) relating to such floating rate will be specified in the applicable Final Terms. |
| **Other provisions in relation to Floating Rate Notes** ..... | Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.<br><br>Interest on Floating Rate Notes in respect of each Interest Period, as selected prior to issue by the Issuer and the relevant Dealer, will be payable on the Interest Payment Dates specified in, or determined pursuant to, the applicable Final Terms and will be calculated on the basis of the Day Count Fraction so specified.<br><br>The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series.<br><br>The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the applicable Final Terms. |
| **Zero Coupon Notes**..... | Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest. |
| **Benchmark Discontinuation**..... | On the occurrence of a Benchmark Event, the Issuer may (subject to certain conditions and following consultation with an Independent Adviser) determine a Successor Rate, failing which an Alternative Rate and, in either case, an Adjustment Spread, if any, and any Benchmark Amendments (each term as defined in the Conditions) in accordance with Condition 5(j) of the Terms and Conditions of the Notes. |
| **Redemption for Taxation Reasons**... | The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time, upon giving not less than thirty (30) nor more than sixty (60) days' irrevocable notice to the Trustee and the Noteholders if the Issuer will become obliged to pay additional amounts as described under Condition 8 (*Taxation*) and conditions are met. See "*Terms and Conditions of the Notes — Redemption, Purchase and Options — Redemption for Taxation Reasons*". |
| **Call Option**..... | The applicable Final Terms will indicate either that the Notes cannot be redeemed prior to their stated maturity (other than for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving not less than 15 nor more than 30 days' irrevocable notice (or such other notice period (if any) as is indicated in the applicable Final Terms) to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as are indicated in the applicable Final Terms. See "*Terms and Conditions of the Notes — Redemption, Purchase and Options — Redemption at the Option of the Issuer and Exercise of Issuer's Options*". |
| **Clean-up Call Option**..... | If Clean-Up Call Option is specified as being applicable in the applicable Final Terms, in the event that at least 80 per cent. of the initial aggregate principal amount of the Notes has been purchased and cancelled by the Issuer, the Issuer may, subject to the provisions of the relevant Terms and Conditions and having given not less than 30 nor more than 60 days' notice to the Noteholders, |

| | |
|---|---|
| | redeem all, but not some only, of the relevant Notes at their principal amount together with interest accrued to, but excluding, the date fixed for redemption. See "*Terms and Conditions of the Notes — Redemption, Purchase and Options — Clean-up Call Option*". |
| **Issuer Maturity par Call Option**..... | If Issuer Maturity par Call Option is specified as being applicable in the applicable Final Terms, the Issuer may, at any time during the period starting three months prior to (but excluding) the relevant Maturity Date, subject to the provisions of the relevant Terms and Conditions and having given not less than 30 nor more than 60 days' notice to the Noteholders, redeem all, but not some only, of the relevant Notes at their principal amount together with interest accrued to, but excluding, the date fixed for redemption. See "*Terms and Conditions of the Notes — Redemption, Purchase and Options — Issuer Maturity Par Call Option*". |
| **Redemption at the Option of the Holders on the Occurrence of a Relevant Event**..... | The Notes will be redeemable prior to maturity at the option of the Noteholders in the event that a Concession Event or a Trigger Event occurs. a Concession Event shall occur if the Autostrade Italia Concession or the Single Concession Agreement is revoked, terminated or, as the case may be, withdrawn and such revocation, termination or, as the case may be, withdrawal becomes effective and in each case (provided the Issuer continues to manage the toll road network object of the Autostrade Italia Concession and to collect related revenues from when the revocation, termination or, as the case may be, withdrawal becomes effective until it receives the termination payment) Autostrade Italia receives a termination payment to be determined in accordance with the Autostrade Italia Concession and/or the Single Concession Contract. A Trigger Event shall occur if the Issuer announces that a put event has occurred in respect of any Relevant Debt in respect of which Autostrade Italia is the principal debtor and the relevant noteholders become entitled as a result thereof to request the Issuer to redeem such notes, See "*Terms and Conditions of the Notes — Redemption, Purchase and Options*". |
| **Denomination of Notes**..... | Bearer Notes may be issued in any denominations agreed between the Issuer and the relevant Dealer(s), subject to a minimum denomination of €100,000 (or, in the case of Notes that are not denominated in euro, the equivalent thereof in such currency). Registered Notes may be issued in a denomination consisting of €100,000 (or its equivalent in other currencies) plus integral multiples of a smaller amount. |
| **Withholding Tax**..... | All payments of principal and interest in respect of the Notes shall be made free and clear of, and without any withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Italy, unless such withholding or deduction is required by law. In such a case, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, in each case subject to certain customary exceptions, as further described in "*Terms and Conditions of the Notes — Taxation*". |

| | |
|---|---|
| **Substitution** ..... | The Trustee and the Issuer are permitted to agree, without the consent of the Noteholders or, where relevant, the Couponholders, to the substitution of any successor, transferee or assignee of the Issuer or any subsidiary of the Issuer or its successor in business in place of the Issuer, subject to the fulfilment of certain conditions, as more fully set out in "*Terms and Conditions of the Notes — Meetings of Noteholders, Modification, Waiver and Substitution*" and in the Trust Deed. |
| **Negative Pledge**..... | Yes, see "*Terms and Conditions of the Notes — Negative Pledge*". |
| **Cross Default**..... | Yes, see "*Terms and Conditions of the Notes — Events of Default*". |
| **Status of the Notes** ..... | The Notes constitute "*obbligazioni*" pursuant to Article 2410 *et seq.* of the Italian Civil Code and (subject to Condition 4(a)) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves and at least *pari passu* with all senior, unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application. |
| **Listing and Admission to Trading** ... | The Offering Circular has been approved by the Central Bank, as competent authority under the Prospectus Regulation, as a "base prospectus" for purposes of the Prospectus Regulation.<br><br>Application has been made for Notes issued under the Programme to be admitted to trading on the regulated market of Euronext Dublin and to be listed on the Official List of Euronext Dublin.<br><br>Notes which are neither listed nor admitted to trading on any market may also be issued.<br><br>Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche of Notes will be set out in the Final Terms which, with respect to Notes to be admitted to Euronext Dublin, will be delivered to Euronext Dublin.<br><br>The applicable Final Terms will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets. |
| **Listing Agent**..... | Arthur Cox Listing Services Limited. |
| **Governing Law** ..... | The Notes, the Dealer Agreement, the Trust Deed and the Agency Agreement and any non-contractual obligations arising out of or in connection with any of them will be governed by, and construed in accordance with, English law, save for mandatory provisions of Italian law in certain cases. |
| **Ratings**..... | Tranches of Notes issued under the Programme will be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the rating(s) of the Issuer or the rating(s) assigned to Notes already issued. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms. The Final Terms will also disclose whether or not each credit rating applied for in relation to a relevant Tranche of Notes has been (1) issued by a credit rating agency established in the EEA |

and registered (or which has applied for registration and not been refused) under the CRA Regulation, or (2) issued by a credit rating agency which is not established in the EEA but will be endorsed by a CRA which is established in the EEA and registered under the CRA Regulation or (3) issued by a credit rating agency which is not established in the EEA but which is certified under the CRA Regulation.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the EEA and registered under the CRA Regulation unless (1) the rating is provided by a credit rating agency operating in the EEA before 7 June 2010 which has submitted an application for registration in accordance with the CRA Regulation and such registration has not been refused, or (2) the rating is provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation or (3) the rating is provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation.

UK regulated investors are subject to similar restrictions under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA (the "**UK CRA Regulation**"). As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

**Selling Restrictions**..... United States, the European Economic Area (including Italy and France), the United Kingdom and Japan, as further described under "*Subscription and Sale and Transfer and Selling Restrictions*" below.

Bearer Notes will be issued in compliance with U.S. Treasury Regulations §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**")) ("**TEFRA D**") unless (i) the relevant Final Terms states that Notes are issued in compliance with U.S. Treasury Regulations §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) ("**TEFRA C**") or (ii) the Notes are issued other than in compliance with the TEFRA D or TEFRA C but in circumstances in which the Notes will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("**TEFRA**"), which

| | |
|---|---|
| | circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable. |
| **Risk Factors** ..... | Refer to "*Risk Factors*" below for a summary of certain risks involved in investing in the Notes. Prospective Noteholders should consider carefully all information contained in this Offering Circular (including, without limitation, any documents incorporated by reference therein and any supplement thereto) and reach their own views, based upon their own judgment and upon advice from such financial, tax and legal advisers they have deemed necessary, before making any investment decision. |

## RISK FACTORS

*In purchasing Notes, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Notes. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Notes. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control. The Issuer has identified in this Offering Circular a number of factors which could materially adversely affect its business and ability to make payments due under the Notes. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.*

*Prospective investors should also read the detailed information set out elsewhere in this Offering Circular and reach their own views prior to making any investment decision.*

*Words and expressions defined elsewhere in this Offering Circular have the same meaning in this section. Prospective Noteholders should read the entire Offering Circular.*

### RISKS THAT ARE SPECIFIC TO THE ISSUER AND THAT MAY AFFECT THE ISSUER'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER THE NOTES

#### Risks relating to the financial condition and future performance of the Group

***Risks and uncertainties related to the going concern basis of the Issuer and the Group.***

The Issuer has prepared its audited consolidated and non-consolidated financial statements as at and for the year ended 31 December 2020 (the "**2020 Consolidated Financial Statements**") and unaudited condensed interim consolidated financial statements as at and for the six months ended 30 June 2021 (the "**2021 Half Year Interim Report**") on a going concern basis, taking into account the risks and uncertainties (based on the fact subsisting at the time of preparation of such financial statements) which required careful assessment with regard to the Issuer's ability to continue to operate as a going concern for a period of at least twelve months from the date of preparation of the relevant financial statements, which are set out below:

- the Procedure initiated by the Concession Grantor after the Polcevera Bridge Collapse (as defined below) and the ensuing discussions between Autostrade Italia and the Concession Grantor as well as the subsequent discussions between the same parties aimed at reaching an agreement comprising (i) the withdrawal of the procedure alleging Autostrade Italia's serious breach of the Single Concession Contract in relation to the Polcevera Bridge Collapse; (ii) certain amendments to the Single Concession Contract; and (iii) the approval of Autostrade Italia Concession's EFP. See also "*— The Group is dependent on Concessions, and in particular the Autostrade Italia Concession, which account for substantially all of the Group's revenues*";

- the Italian Government's approval of Law Decree No. 162 of 30 December 2019, converted into law by Law No. 8 of 28 February 2020 (the "**Milleproroghe Decree**"), and in particular article 35 of the Milleproroghe Decree which, among other things, amends the legislation governing the revocation, forfeiture or termination of road or motorway concessions, including those for toll roads and motorways (for additional information, see "*Regulatory*"). See also "*— The early termination of the Autostrade Italia Concession, should the provisions of the Milleproroghe Decree be finally determined to be applicable to such termination, may negatively affect the Group's ability to repay its outstanding indebtedness, including the Notes, and result in mandatory prepayment or default of outstanding indebtedness*";

- the downgrade of Autostrade Italia's credit ratings and outlook to below investment grade by the international agencies, Moody's, Fitch and Standard & Poor's in January 2020, affecting the Issuer's ability to borrow in the financial markets. The downgrade to below investment grade exposes the Issuer to the risk that the European Investment Bank (the "**EIB**") and Cassa Depositi e Prestiti S.p.A. ("**CDP**"), in relation to a part of the indebtedness held by it, might request additional protections and, in the event

such protections are assessed not to be reasonably satisfactory, they could request the early repayment of the existing debt (as at 30 June 2021, amounting to approximately €1.5 billion). The failure to pay following a request for early repayment from the EIB or CDP in the circumstances described above would trigger cross-default provisions under the terms of the Group's outstanding indebtedness, including the Notes issued under the Programme. In this respect, on 22 June 2021 S&P upgraded Autostrade Italia's credit rating to "BB" with a positive outlook (from "BB-" with a developing outlook). Also, on 7 June 2021 Moody's upgraded the outlook for Autostrade per l'Italia's Ba3 rating to positive from developing and, on 4 June 2021 Fitch placed Autostrade Italia's BB+ credit rating on Rating Watch Positive. See also "*—The current credit ratings of the Group and any future credit rating downgrade may have an impact on the Group's indebtedness and ability to fund its investment plan*";

- the restrictions on movement, introduced in response to the emergency caused by the spread of the Covid-19 pandemic, which have led to a sharp decline in traffic volumes and have had, and will continue to have, a significant impact on the results of the Group. This situation has had significant repercussions on the temporary ability of Autostrade Italia and the other Motorway Companies of the Group to generate sufficient cash to fund planned investments which, if continued, could also have an impact on the Group's ability to service debt. For additional information on the impact of the Covid-19 pandemic on the operations of the Group, see "*Business Description of the Group — Recent Developments*". See also "*— The Covid-19 virus health emergency has had, and may continue to have in the future, a significant impact on the Group's toll revenues and other operating income and on the Issuer's ability to generate sufficient cash from the collection of tolls*".

The Board of Directors have stated in the 2020 Consolidated Financial Statements and the 2021 Half Year Interim Report that the developments regarding the Settlement Process have led it to believe that it is not reasonably likely that the Italian Government will decide to terminate the Single Concession Contract early and that, on the contrary, it is likely that a positive outcome to the discussions aimed at terminating the Procedure will be reached.

With respect to the risks and uncertainties set out above, the following events have occurred:

- on 14 October 2021 the Issuer and the Concession Grantor entered into a settlement agreement providing for the closure of the Procedure (the "**Settlement Agreement**"); the effectiveness of the Settlement Agreement is subject to certain conditions, as described in "*Business Description of the Group – Recent Developments*";

- credit rating agencies have taken several positive actions (i) following the approval of the disposal of Atlantia's shareholding in ASPI by the shareholders' meeting and the board of directors of Atlantia and the entry into the share purchase agreement and, in particular: (a) on 4 June 2021 Fitch placed its rating on ASPI on Rating Watch Positive; (b) on 7 June 2021 Moody's changed to positive the rating outlook on the senior unsecured EMTN programme rating of ASPI; and (c) on 22 June 2021 S&P upgraded by one notch the credit rating assigned to ASPI; and (ii) following the entry into the Settlement Agreement, Moody's upgraded the Issuer' senior unsecured rating from Ba3 to Ba2, while concurrently placing its credit rating and outlook under review for upgrade.

For additional information on the going concern analysis carried out by the Issuer, please refer to the section 2 entitled "*Basis of preparation of the condensed interim consolidated financial statements*" on page 73 of the 2021 Half Year Interim Report (which is incorporated by reference into this Offering Circular) and the paragraph entitled "*Going-concern uncertainties and assessment conducted by the Company*" of section 2 entitled "*Basis of preparation of the condensed interim consolidated financial statements of the consolidated financial statements*" on page 274 of the 2020 Consolidated Financial Statements (which is incorporated by reference into this Offering Circular).

If the Issuer were to assess that the upcoming financial statements could not be prepared on a going-concern basis, whether as a result of the risks discussed above, or due to new risks, such event would have a material adverse effect on the Group's business, financial condition and results of operations.

***The Group is dependent on Concessions, and in particular the Autostrade Italia Concession, which account for substantially all of the Group's revenues.***

The Group is mainly dependent on the Concessions that have been granted to the Motorway Companies (each as defined in "*Business Description of the Group — Introduction — Business of the Group*") to operate various toll roads in Italy. For the year ended 31 December 2020 and the six months ended 30 June 2021, 87.3% and 81.7%, respectively, of the Group's revenues were derived from toll revenues on motorways under the Concessions. The Concessions of the Motorway Companies are currently set to expire between 2032 and 2050, save for the Concession of Autostrade Meridionali which expired in 2012 and was awarded to the SIS consortium (for additional information, see "*Business Description of the Group — Legal Proceedings*" and "*Business Description of the Group — Regulatory*"). In particular, the Autostrade Italia Concession, which accounted for 92% and 91.8% (in each case excluding consolidated adjustments) of the Group's toll revenue in 2020 and for the six months ended 30 June 2021, respectively, will expire in 2038. Upon the expiry of each Concession, the relevant part of the Italian Group Network and related infrastructure must revert in a good state of repair, subject in some cases to the payment of compensation, to the Ministry of Sustainable Infrastructure and Mobility (the "**Concession Grantor**" or "**MIMS**"), or, in the case of the Mont Blanc tunnel, to the Italian and the French Governments. See "*Regulatory*" for further information.

Following the collapse of a section of the Polcevera Bridge on the A10 motorway in Genoa, Italy, which occurred on 14 August 2018 causing the deaths of 43 people (the "**Polcevera Bridge Collapse**"), the Italian Government initiated a procedure for the assessment of a serious breach of the Single Concession Contract (the "**Procedure**"), which could have ultimately led to the revocation of the Autostrade Italia Concession. In fact, on 14 October 2021, the Issuer and the Concession Grantor entered into the Settlement Agreement, providing for the closure of the Procedure; however, the effectiveness of the Settlement Agreement is subject to certain conditions, such as (i) the registration with the Italian Court of Auditors (*Corte dei Conti*) of the decree approving the Settlement Agreement; (ii) the approval of an addendum to the Single Concession Agreement, comprising all the annexes, including primarily a new Economic and Financial Plan (the "**Addendum**"), and the registration with the Italian Court of Auditors (*Corte dei Conti*) of the related decree of the MIMS and MEF approving such Addendum and EFP; (iii) the completion of Atlantia's disposal of its shareholding in ASPI to a consortium comprising CDP, funds advised or managed by affiliates of Blackstone Inc. (individually or together with its affiliates as the context may require, "**Blackstone**") and entities controlled or managed by affiliates of Macquarie Group Limited ("**Macquarie**"). In this respect, there can be no assurance that such conditions will be satisfied, which may result in the Italian Government declaring the revocation of the Autostrade Italia Concession. Additionally, the Issuer has no control over the timing of the satisfaction of such conditions.

The revocation of the Autostrade Italia Concession could have a material adverse effect on the Group's business, financial condition and results of operations and the ability of the Issuer to meet its payment obligations under the Notes.

In addition, Article 35 of the Milleproroghe Decree introduced a number of changes to the regulatory regime applicable to Italian toll road concessions, including the Autostrade Italia Concession, including changes in the criteria for calculating the compensation due to Autostrade Italia on termination, the decoupling of the termination of the concession from the payment of the compensation due to the operator (in any case of early termination) and the handover of the motorway assets to ANAS upon the early termination of a motorway concession pending the granting of such concession to a new operator. Should Article 35 of the Milleproroghe Decree be finally determined to be applicable to the Issuer, in the case of early termination of the Autostrade Italia Concession the Issuer may no longer be entitled to continue to manage the toll road network object of the Autostrade Italia Concession (and, therefore, to continue to collect revenues generated pursuant to the Autostrade Italia Concession) until it receives a termination payment to be determined in accordance with the Autostrade Italia Concession and/or the Single Concession Contract; such early termination of the Autostrade Italia Concession would have a material adverse effect on the Group's business, financial condition and results of operations and the ability of the Issuer to meet its payment obligations under the Notes. See "*— The early termination of the Autostrade Italia Concession, should the provisions of the Milleproroghe Decree be finally determined to be applicable to such termination, may negatively affect the Group's ability to repay its outstanding indebtedness, including the Notes, and result in mandatory prepayment or default of outstanding indebtedness*" below. For additional information on the Settlement Process, see "*Business Description of the Group – Recent Developments*".

The revocation of the Autostrade Italia Concession could also result in the default, cross-default, mandatory prepayment and put event provisions contained in the contractual documentation in relation to the Group's outstanding indebtedness being triggered and the Group being required to prepay such outstanding indebtedness. In addition, it cannot be excluded that in such event, the revocation itself and the calculation of the amount of compensation payable to Autostrade Italia could lead to protracted discussions and possible litigation. See also "*— The early termination of the Autostrade Italia Concession, should the provisions of the Milleproroghe Decree be finally determined to be applicable to such termination, may negatively affect the Group's ability to repay its outstanding indebtedness, including the Notes, and result in mandatory prepayment or default of outstanding indebtedness*". The forfeiture, revocation, termination or withdrawal of the Autostrade Italia Concession could have a material adverse effect on the Group's business, financial condition and results of operations and the ability of the Issuer to meet its payment obligations under the Notes.

Moreover, no assurance can be given that the Group will enter into new concessions to permit it to carry on its core business after the expiry of its existing Concessions, or that any new concessions entered into or renewals of existing Concessions will be on terms similar to those of its current Concessions. The occurrence of any of these events could have a material adverse effect on the Group's business, financial condition and results of operations.

***The Covid-19 virus health emergency has had, and may continue to have in the future, a significant impact on the Group's toll revenues and other operating income and on the Issuer's ability to generate sufficient cash from the collection of tolls.***

The restrictions on movement introduced in response to the health emergency caused by the spread of the Covid-19 virus has led to a sharp fall in traffic volumes (corresponding to a reduction equal to 27.1% in 2020 as compared to 2019) on the Italian Group Network, which in turn has had, and may continue to have in the future, a significant impact on the Group's toll revenues and other operating income (including from service area royalties). See also "*Business Description of the Group– Recent Developments*" for a detailed analysis of traffic since January 2020. In response to the health emergency, the Group has taken steps to implement cost efficiencies, without however reducing expenditure on the maintenance and safety of the Group's infrastructure, and has adopted certain measures made available by the authorities in order to protect its workers, including the ordinary wage guarantee fund (*Cassa Integrazione Guadagni Ordinaria (CIGO)*) and other instruments in order to reduce staff costs and various financial initiatives designed to support service area operators. Nonetheless, the business and results of operations of the Group for 2021 have been, and will continue to be, affected and the extent will depend on the impact of the Covid-19 pandemic on macroeconomic conditions and financial markets globally and the duration and future development of containment measures, which are driven by the severity of the spread of contagions and its impact on public health systems.

The Covid-19 health emergency has had, and may continue to have in the future, significant repercussions on the Group's temporary ability to generate sufficient cash from the collection of tolls and related royalties in order to fund planned investments and, were such circumstances to continue, to service debt, which in turn could have a material adverse effect on the Group's business, financial condition and results of operations.

For further information on the impact of the Covid-19 health emergency on the Issuer's half-year results, see "*Business Description of the Group — Recent Developments*", as well as the 2021 Half Year Interim Report which is incorporated by reference into this Offering Circular.

***The early termination of the Autostrade Italia Concession, should the provisions of the Milleproroghe Decree be finally determined to be applicable to such termination, may negatively affect the Group's ability to repay its outstanding indebtedness, including the Notes, and result in mandatory prepayment or default of outstanding indebtedness.***

The Milleproroghe Decree introduced certain provisions, in particular Article 35 in relation to early termination, with the stated aim of unilaterally amending the provisions contained in existing concession agreements entered into by motorway operators, including the Single Concession Contract entered into by Autostrade Italia.

Pursuant to the original provisions of the Single Concession Contract, in case of early termination for failure by Autostrade Italia to fulfil its obligations under the Single Concession Contract, Autostrade Italia is entitled to receive a cash payment corresponding to the net operating revenues projected from the date of the early termination until the end of the term of the concession, net of projected costs, liabilities, investments and taxes

for such period, discounted at a comparable market rate, increased by taxes due by Autostrade Italia following receipt of such indemnification amount by the Concession Grantor, reduced by (i) the outstanding financial debt assumed by the Concession Grantor at the date of transfer from Autostrade Italia and (ii) projected cash flows deriving from ordinary business from the date of the early termination until the date on which the concession is transferred. The compensation upon early termination is decreased by 10.0%, as a penalty, without prejudice to any greater damage suffered by the Concession Grantor for the amount that may exceed such penalty.

Article 35 of the Milleproroghe Decree purports to affect the provisions of the Single Concession Contract in relation to early termination of the Concession for failure by Autostrade Italia to fulfil its obligations thereunder by introducing, among other things, new criteria for calculating the compensation due to Autostrade Italia in such circumstances. If Article 35 of the Milleproroghe Decree were to apply to the Autostrade Italia Concession, Autostrade Italia would only be entitled to a compensation calculated as the value of the works/costs actually borne, net of (i) amortization, (ii) public grants received (if any), (iii) penalties and sanctions and (iv) additional damage suffered as a result of the termination (if any), which would result in a significantly lower amount being paid to Autostrade Italia than that which it would have received pursuant to the original provisions of the Single Concession Contract. Moreover, Article 35 of the Milleproroghe Decree specifies that the new calculation criteria shall apply notwithstanding any different provision contained in the relevant concession agreement (even if approved by law), which shall be deemed null and void by operation of law.

In addition, Article 35 of the Milleproroghe Decree specifies that (i) the effectiveness of the early termination of a concession for whatever reason (i.e. termination for failure by the relevant concessionaire to fulfil its obligations thereunder, termination due to grantor's default, revocation for public interest reasons, or withdrawal by any of the parties thereto) will not be subject to the payment of the compensation due to the concessionaire and (ii) following the early termination of motorway concessions (including any early termination of the Autostrade Italia Concession), ANAS may take-over the management of the relevant assets pending the granting of the relevant concession to a new operator. If the MIMS were to terminate early the Autostrade Italia Concession due to Autostrade Italia's failure to fulfil its obligations as well as in any other case of early termination (including revocation for public interest reasons), and should these provisions be finally determined to be applicable to the Autostrade Italia Concession, it would result in the Issuer losing control of the motorway assets of the Autostrade Italia Network and the related revenues and cash flows, while the payment of the compensation due to it would be received only upon the handover of the concession to a new operator, which may occur at a significantly later stage. Therefore, the early termination of the Autostrade Italia Concession, combined with a reduction in the amount of, and the loss of control of the motorway assets before receipt of, the termination payment, should such provisions be found to be applicable in case of the early termination, would have a material adverse effect on the Group's business, financial condition and results of operations and the ability of the Issuer to meet its payment obligations under the Notes. The scope and modalities of execution of such temporary management are to be defined by inter-ministerial decree of the MIMS and MEF.

While ASPI has challenged before the courts the validity and effects of the relevant provisions of the Milleproroghe Decree and such proceedings are still ongoing, such provisions may nonetheless be found to supersede any inconsistent provision of the Single Concession Contract. For a detailed description of Article 35 of the Milleproroghe Decree and the steps taken by Autostrade Italia with the Regional Administrative Court of the Italian region of Lazio (TAR Lazio) and the Constitutional Court to challenge the legality and constitutionality of the Milleproroghe Decree, see "*Regulatory — Concessions of the Group's Motorway Companies — Regulatory Background — Important Developments in the Regulatory History of the Concessions*" and "*Business Description of the Group — Legal Proceedings*".

In connection with the Settlement Agreement, Autostrade Italia and the Concession Grantor have discussed certain amendments to the Single Concession Contract, including the addition of a new provision governing serious breaches to the Single Concession Contract by Autostrade Italia. Such amendments are set out in an Addendum to the Single Concession Contract, which have not yet been approved by the competent authorities, are aimed, *inter alia*, at aligning the Single Concession Contract to Article 35 of the Milleproroghe Decree, whilst including additional details such as a definition of the breach of the ASPI's obligations leading to the early termination of the Autostrade Italia Concession and the obligation of the Issuer to continue operating the Autostrade Italia Concession pending its award to a new concessionaire. For additional information, see "*Regulatory – Concessions of the Group's Motorway Companies – The Autostrade Italia Concession – Expiry or Termination of Concession*". However, there can be no assurance that Autostrade Italia and the Concession

Grantor will enter into the Addendum in its current version, and that there will not be changes, even significant, to the terms currently under discussion (as described above).

If the Autostrade Italia Concession were to be revoked in the future, also in accordance with the terms set out in the Milleproroghe Decree or the Addendum, this could result, among other things, in the default, cross-default, mandatory prepayment and put events provisions contained in the contractual documentation in relation to the Group's outstanding indebtedness (including, when issued, the Notes) being triggered and the Group being required to prepay such outstanding indebtedness.

***The loss of any Concession, penalties or sanctions for non-performance or default under a Concession, or the suspension of tariff increases may adversely affect the financial results and operations of the Group.***

The Concessions are governed by agreements with the Concession Grantor requiring the Motorway Companies to comply with certain obligations (including performing regular maintenance and enhancement works on the motorways and operating emergency motorway rescue services). In 2020 and for the six months ended 30 June 2021, the Group's toll revenue accounted for 87.3% and 81.7%, respectively, of the Group revenues. Among the Concessions held by the Group, in 2020 and for the six months ended 30 June 2021, the Autostrade Italia Concession accounted for 92% and 91.8% (in each case excluding consolidated adjustments) of the Group's toll revenue, respectively. Pursuant to the Single Concession Contract, Autostrade Italia is subject to penalties or sanctions, which in certain cases can be significant, for non-performance or default under the Autostrade Italia Concession; the other Concessions held by the Group contain similar provisions. See "*Regulatory — The Autostrade Italia Concession*". Additionally, failure by any of the Motorway Companies to fulfil their material obligations under their respective Concessions could, if such failure is left unremedied, lead to the early termination by the Concession Grantor of such Motorway Company's Concession and a compensation payment due by the Concession Grantor to the Issuer or the other relevant Motorway Company. In addition, the early termination and the calculation of the amount of compensation payable to the outgoing concessionaire could lead to protracted discussions and possible litigation; for example, following the award of the Concession held by Autostrade Meridionali to a new operator, the determination of the termination payment thereunder is subject to the valuation of the completed works carried out by Autostrade Meridionali, in respect of which legal proceedings are ongoing. See "*– Legal Proceedings – Concession for the A3 Naples-Pompei-Salerno motorway*". The regime applicable to the early termination of concessions for failure of the concessionaire to fulfil its obligations has been unilaterally amended by Article 35 of the Milleproroghe Decree. See "*Regulatory – Concessions of the Group's Motorway Companies*" and "*– The early termination of the Autostrade Italia Concession, should the provisions of the Milleproroghe Decree be finally determined to be applicable to such termination, may negatively affect the Group's ability to repay its outstanding indebtedness, including the Notes, and result in mandatory prepayment or default of outstanding indebtedness*" and "*The Group is dependent on Concessions, and in particular the Autostrade Italia Concession, which account for substantially all of the Group's revenues*" above.

The loss of a Concession will result also in the loss of the royalties paid by the operators of service areas located on the sections of the Italian Group Network relating to such Concession. In 2020 and for the six months ended 30 June 2021, the Group generated € 84.5 million and € 64.4 million, respectively, from such royalties in respect of the Concessions.

In addition, certain extraordinary transactions involving Autostrade Italia, such as mergers, de-mergers, liquidation, winding-up, change in purpose, movement of its headquarters or sale of revertable real estate properties, require the prior express approval of the Concession Grantor. Failure to obtain such prior approval could lead to the early termination of the Single Concession Contract. The Concession Grantor must also give prior approval to the sale of the controlling interest in the majority of the Group's Concessions. The Concession Grantor's consent is also required for certain transactions that could result in a change of control of Autostrade Italia. Further, in accordance with general principles of Italian law, a Concession could be terminated early for reasons of public interest.

The Concession Grantor may also be entitled to suspend annual tariff increases requested by Autostrade Italia in certain circumstances of material and continuing non-compliance with the terms of the relevant Concession, subject to notification to Autostrade Italia by no later than 30 June of any year.

The termination of one or more Concessions, as well as the suspension of tariff increases, the application of penalties or sanctions for non-performance or default under the terms of the Single Concession Contract or any of the other Motorway Companies' Concessions, could have a material adverse effect on the Group's business, financial condition and results of operations. See "*The early termination of the Autostrade Italia Concession, should the provisions of the Milleproroghe Decree be finally determined to be applicable to such termination, may negatively affect the Group's ability to repay its outstanding indebtedness, including the Notes, and result in mandatory prepayment or default of outstanding indebtedness*" and "*Regulatory — Concessions of the Group's Motorway Companies*".

***The current credit ratings of the Group and any future credit rating downgrade may have an impact on the Group's indebtedness and ability to fund its investment plan.***

Credit ratings affect the availability, the cost and other terms of financing (or refinancing). Rating agencies regularly evaluate the Group, and their ratings of the Group's default rate and existing capital markets debt are based on a number of factors.

Any future downgrade of Autostrade Italia or its then current holding company may, by itself or in connection with other factors, including direct and indirect impact of Covid-19 on the Group's business and operations, limit the funding options of the Group and result in less favourable terms for such funding, which may, in turn, impair the Group's ability to fund its planned investments and, ultimately, service its debt. In addition, under the financing agreements entered into with the EIB, a downgrade (by one rating agency, if the ratings are monitored by one or two rating agencies, or by two rating agencies, if the ratings are monitored by three rating agencies) of the Autostrade Italia or Atlantia rating below BBB+ (or BBB under two of the financing agreements) by Standard & Poor's or Fitch or Baa1 (or Baa2 under one of the financing agreements) by Moody's entitles the EIB to require the Issuer to provide the EIB with bank guarantees, which, if not provided, would result in a mandatory prepayment of the facilities. Furthermore, under certain financing agreements entered into with CDP, a downgrade (by one rating agency, if the ratings are monitored by one or two rating agencies, or by two rating agencies, if the ratings are monitored by three rating agencies) of the Autostrade Italia rating below BBB- by Standard & Poor's or Fitch or Baa3 by Moody's entitles CDP to require the Issuer to provide CDP with bank guarantees, which, if not provided, would result in a mandatory prepayment of the facilities. Moreover, under certain financing arrangements, a rating downgrade may result in an increase in the margin applicable to the interest rate of such financing arrangements.

Following the Polcevera Bridge Collapse and the enactment of the Milleproroghe Decree, the Autostrade Italia and Atlantia ratings have been downgraded to below the thresholds set in the financing agreements entered into with the EIB and CDP described above. Although as at the date of this Offering Circular neither the EIB nor CDP have taken any steps to enforce their respective contractual rights and remedies, there can be no assurance that they will not take any action resulting in the mandatory prepayment of their facilities. The failure to pay following a request for early repayment from the EIB or CDP in the circumstances described above would trigger cross-default provisions under the terms of the Group's outstanding indebtedness, including the Notes.

In addition, according to Standard & Poor's and to Moody's rating methodologies, the sovereign rating of the country of incorporation remains a significant factor in the credit rating assigned to corporations; as a result, there can be no assurance that further credit rating downgrades of the Republic of Italy will not occur and, if they do occur, that they would have no impact on Autostrade Italia and/or Atlantia ratings.

The occurrence of any of these events could have a material adverse effect on the Group's business, financial condition and results of operations and/or could have an adverse effect on the market price of the Notes.

**Risks relating to the Group's Business and the markets in which it operates**

***Risks related to tariff adjustments and regulations***

The determination of motorway tariffs – which represent one of the variables from which toll revenues derive – is based on forecasts and estimates of costs, investments and traffic volumes reported in the EFP jointly approved by the MIMS and the MEF in relation to each Italian Motorway Concession. As a result, the Group has limited or no ability to independently raise tariffs. Pursuant to CIPE Resolution 39/2007, each of the Motorway Companies has opted for the so-called "rebalancing" method (*riequilibrio*) or the so-called "validation" method (*convalida*) for updating the EFP. Further, pursuant to Resolution 39/07, the EFPs

contained in the concession agreements must be updated every five years (each five-year period is referred to as a "regulatory period"). Since tariff adjustments are linked to the updating of the EFPs on a five-year basis, the MIMS may not grant tariff adjustments until the expired EFPs are updated. Furthermore, the prolonged failure to update the EFPs, typically due to the inaction of the Public Administration in concluding the updating process and, consequently, the prolonged failure to adjust the tariffs, or their recognition of the tariffs at a lower amount than that proposed by the concessionaire, could have a significant negative impact on the profitability of the Group.

Pursuant to CIPE resolution No. 27 of 21 March 2013 ("**Resolution 27/2013**"), as replaced by CIPE Resolution No. 68 of 7 August 2017 (**Resolution 68/2017)**, the CIPE adopted a technical document setting the criteria and the procedures for the adjustments of the EFPs at the end of each five-year regulatory period, with reference to concessionaires which requested the "rebalancing" (*riequilibrio*) of the relevant EFPs and those which have requested the "validation" (*convalida*) of the relevant EFPs.

On 15 June 2018, Autostrade Italia submitted a new EFP in relation to the Autostrade Italia Concession to the Concession Grantor regarding its five-year update based on the above CIPE Resolutions, which has not been approved by the Concession Grantor. In fact, due to the entry into force of article 13 of the Milleproroghe Decree, which required motorway concessionaires whose five-year plan had expired at the end of 2019 to file updated EFPs taking into account the Transport Regulatory Authority's resolutions setting forth the new tariff calculation regime as a condition for the update of the applicable tariff, Autostrade Italia was required to amend the EFP relating to the Autostrade Italia Concession to take into account the Transport Regulatory Authority's tariff resolutions (instead of the CIPE Resolutions); following discussions with the Concession Grantor, also in the context of the Settlement Process, the Issuer submitted a new EFP on 14 September 2020 for the 2020 - 2024 regulatory period, and on 22 October 2020 the Concession Grantor requested further amendments to the EFP. Following the entry into the Settlement Agreement and the Concession Grantor's requests to update the proposed EFP, the Issuer submitted an amended EFP on 5 November 2021. As of the date of this Offering Circular, the update of Autostrade Italia's EFP has not been approved by the Concession Grantor. For additional information, see "*Regulatory — Concessions of the Group's Motorway Companies — The Autostrade Italia Concession*".

On 19 June 2019, the Transport Regulatory Authority adopted specific resolutions defining a new toll system, including certain amendments to the methods for determining tariffs. For further information, see "*Regulatory — Concessions of the Group's Motorway Companies — The Autostrade Italia Concession — Transport Regulatory Authority — Tariff Resolutions*" below. If the principles established by Transport Regulatory Authority resolutions are actually applied, the two different methods for determining the tariff ("**rebalancing**" and "**validation**") would cease to apply and five-year updates of the EFPs would be applied to the Concessions held by all the Motorway Companies in accordance with the new regime introduced by the Transport Regulatory Authority, with the management tariff being realigned to the level of the operating costs recorded in the "base" year and to the updated traffic volumes. In this case, there is a risk that, if the efficiency levels achievable by the Motorway Companies are lower than the productivity recovery coefficient defined by the Transport Regulatory Authority, a full recovery of the operating costs actually incurred will not be achieved, with a consequent reduction in the profitability levels of the Issuer and the Group. This could have a material adverse effect on the Group's business, financial condition and results of operations.

There can be no assurance that for the next regulatory period, starting in 2025, current rate(s) of return on investment set for the previous regulatory period will be maintained and there is no assurance that all incurred maintenance and construction costs will be remunerated via a tariff increase. At the same time, traffic forecasts for the regulatory period may result in higher volumes than the actual traffic volumes, thus reducing expected returns.

***Reduced traffic volumes and corresponding decreases in toll revenues and royalty revenues could adversely affect the Group's revenues and profitability.***

The Group derives most of its revenues from tolls paid by users of the Italian Group Network and indirectly from royalty revenues derived from service area subcontracts for full-service petrol stations ("**Oil**" services) and self-service mini-markets and offerings of food and beverages ("**Non-Oil**" services) on the Italian Group Network. The aggregate amount of these revenues is dependent primarily on traffic volumes and tariffs applied on the motorway sections operated under concession. Royalty revenues may be influenced in part by the traffic

on the Italian Group Network since royalties are calculated in part based on revenues generated by service area subcontractors.

In turn, traffic volumes and toll receipts depend on a number of factors, including the quality, convenience and travel time on toll-free roads or toll motorways operated by competitors, the quality and state of repair of the Group motorways, the economic climate and changes to petrol prices in Italy, environmental legislation (including measures to restrict motor vehicle use in order to reduce air pollution), weather and the existence of alternative means of transportation. Long haul traffic, defined as trips of 300 or more kilometres and which typically relate to the transport of commercial goods or other business-related activities, is particularly adversely impacted by negative macroeconomic trends.

Despite the Covid-19 health emergency (see "*— The Covid-19 virus health emergency has had, and may continue to have in the future, a significant impact on the Group's toll revenues and other operating income and on the Issuer's ability to generate sufficient cash from the collection of tolls.*" and "*Business Description of the Group — Recent Developments*"), traffic volumes on the Italian Group Network since the loosening of restrictions on movement to limit the Covid-19 spread have slightly increased compared to the same period in 2020.

There can be no assurance that traffic volumes will steadily increase in the near future, and any such effect on traffic volumes could have a material adverse effect on the Group's business, financial condition and results of operations.

***The Group may not be able to implement the investment plans required under the Single Concession Contract or the applicable EFP within the time frame and budget anticipated and the Group may not be able to recoup certain cost overruns.***

The investment plans contained within the Single Concession Contract require Autostrade Italia to carry out a number of significant investment projects. In addition, under the Single Concession Contract, Autostrade Italia has agreed to carry out the planning and design of certain works in addition to those specified in the previous Concessions for the improvement and widening of approximately 325 kilometres of Autostrade Italia Network. The relevant sections were selected based on traffic forecasts and the need to provide for sufficient capacity and service levels. There can be no assurance that cost and time of completion estimates for the Group's investment projects are accurate, particularly since some of the projects are in the preliminary stages of planning.

To the extent Autostrade Italia and the Concession Grantor do not agree on variations (*varianti*) to investment plans and related projects in order to account for the increased costs incurred in connection with the completion of the relevant projects, Autostrade Italia will be responsible for any cost overruns on projects under the Single Concession Contract (as defined below). See "*Business Description of the Group — Works*".

The Group is subject to certain risks inherent in construction projects. These risks may include:

- delays in obtaining a project's regulatory approvals (including, but not limited to, environmental requirements and planning approvals at the national and local governmental levels);
- delays in obtaining approvals required for tariff increases sufficient to fund the project;
- changes in general economic, business and credit conditions;
- the non-performance or unsatisfactory performance of contractors and subcontractors (whether such work is performed by the Group or by third parties);
- the commencement of bankruptcy proceedings with respect to contractors and reopening of public tender procedures;
- interruptions resulting from litigation, inclement weather, revocation of approvals or additional requests from local authorities;
- interruptions and delays resulting from unforeseen environmental or engineering problems;
- shortages of materials and labour and increased costs of materials and labour;

- claims from subcontractors; and
- expropriation procedures.

In addition, the Group is subject to the general risk of cost overruns due to unexpected technical or structural issues arising during the construction works which require changes to be implemented with respect to approved projects as well as the general risk of delays, legal proceedings and unexpected expenses relating to contractors and subcontractors. See also "*The Group is dependent on the performance of third party contractors when developing or expanding toll roads and may suffer delays or fail to achieve expected results*".

Although the Group has significant experience in the construction sector and seeks to limit these risks, no assurance can be given that delays and cost overruns will not occur in motorway projects. The tariffs agreed upon with the Concession Grantor in advance of the commencement of a capital investment project generally do not entitle the applicable Motorway Subsidiary to recover losses caused by delays or cost overruns. Consequently, failure to complete projects within the planned timeframe and/or budget could have a material adverse effect on the Group's business, financial condition and results of operations. See "*Regulatory — Concessions of the Group's Motorway Companies — The Autostrade Italia Concession*".

***The Group has incurred and will continue to incur significant additional costs with respect to inspection and maintenance activities on the Italian Motorway Network.***

Following the Polcevera Bridge Collapse, the Group introduced extraordinary inspection activities for all infrastructure along its network, which were carried out by a pool of external companies specializing in the inspection and certification of infrastructure. As a result, the Group completely changed the way in which it previously carried out its inspection activities along the Italian Motorway Network, adopting a more rigorous approach and relying on external engineering expertise available on the market. For further details regarding the Group's inspection activities, see "*Business Description of the Group — Maintenance Costs*".

The changes adopted with respect to the Group's inspection activities will increase the cost of the maintenance programme for bridges, viaducts, tunnels and other assets for the 2019-2024 period to around €1,200 million.

In addition, the Group has radically changed inspection activities with respect to tunnels. Following the collapse of a section of the ceiling that occurred on 30 December 2019 in the Bertè tunnel on the A26 motorway, Autostrade Italia reached agreement with the MIMS on an inspection programme designed to carry out detailed surveys of all the tunnels on the Italian Motorway Network. The incident in the Bertè tunnel is subject to an investigation by the Public Prosecutor's office in Genoa, see "*Business Description of the Group – Legal Proceedings*".

There can be no assurance that the Group will not be required to make further changes to its inspection and maintenance programmes leading to costs being incurred in addition to those envisaged for the 2019-2023 period, which in turn could have a material adverse effect on the Group's business, financial condition and results of operations.

***Inspection and maintenance activities may be insufficient to detect and prevent structural problems in the infrastructure under management, and the Group's infrastructures may also be exposed to geotechnical instability.***

Despite the recurring and non-recurring maintenance activities carried out by the Group on infrastructure under its management, it cannot be excluded that, due to unforeseeable events, hidden defects in such infrastructure which cannot be detected through the Group's inspections and maintenance activities or human error, structural problems may occur limiting the availability or functionality of the infrastructures managed by the Group. The Group's inability to detect in a timely fashion any defect and efficiently repair the infrastructure could result in risks regarding the safety of the assets and/ or could also impact the continuity of service of the Group's assets. Such circumstances may result in reputational damage, regulatory action and financial costs, or penalties that may not be covered by insurance or by another party. See also " – *The Group could be adversely affected by events that might cause reputational damage*".

In addition, infrastructures managed by the Group are potentially exposed to geotechnical instability. As a result, the occurrence natural disasters, such as earthquakes, flooding, landslides or subsidence may result in material damage to the infrastructure managed by the Group, which could lead to a significant decline in

revenues from the Group's concessions or a significant increase in expenditures for the operation, maintenance or repair of the Group's infrastructure, as well as necessary amendments to the Group's investments plans.

The occurrence of any of these events could have a material adverse effect on the Group's business, financial condition and results of operations and the ability of the Issuer to meet its payment obligations under the Notes.

In addition, service malfunctions or interruptions may result in the commencement of investigations by the relevant competent authority, the imposition of fines and penalties and could expose the Group to legal proceedings and claims for damages. The occurrence of any such events could have a material adverse effect on the Group's business, financial condition and results of operations.

***The Group could be adversely affected by events that might cause reputational damage.***

Various issues may give rise to reputational risk and cause harm to the Group. Reputational risk denotes the danger that an event or several successive events might cause reputational damage, which might limit the Group's current and future business opportunities and activities and thus lead to indirect financial losses (such as a reduction in investment opportunities, revenues, availability and cost of financing) or direct financial losses (such as penalties and litigation costs). Damage to the Group's reputation or image could result in a direct effect on the financial success of the Group.

The issues that could give rise to reputational risk include catastrophic events on the Group's infrastructure (see also " *– Inspection and maintenance activities may be insufficient to detect and prevent structural problems in the infrastructure under management, and the Group's infrastructures may also be exposed to geotechnical instability*"), reputational loss for the Group in general, legal and regulatory requirements, antitrust and competition law issues, ethical issues, environmental issues, money laundering and anti-bribery laws, data protection laws, information security policies, or problems with services provided by the Group or by third parties on its behalf. Failure to address these issues appropriately could also give rise to additional legal risk, which could adversely affect existing litigation claims against the Group and the amount of damages asserted against the Group or subject it to additional litigation claims or regulatory sanctions. Any of the above factors could have a material adverse effect on the brand and reputation of the Group, which, in turn, could have a material adverse effect on the Group's business, financial condition and results of operations.

As the Group operates in many different countries with different cultures and jurisdictions, the way in which the Group chooses to address any issues faced by the Group may differ depending on the location. Furthermore, there can be no assurance that issues which may be positively received in certain jurisdictions would be positively received in other jurisdictions and the Group may suffer reputational loss as a result of any decisions made by the Group to address any such issues, which could have a material adverse effect on the Group's business, financial condition and results of operations.

***Traffic congestion may adversely affect the growth of traffic volumes and the Group's revenues.***

Prior to the Covid-19 virus health emergency, the density of traffic volumes on certain sections of the Group's motorways reached very high volumes, which may constrain future growth in traffic as drivers seek to use alternative routes when traffic volumes reach consistently high levels at certain times. Although management believes that growth potential still exists in these motorways, there can be no assurance that traffic will continue to increase on such motorways without the Group's commitment of additional capital for new investments designed to ease congestion and that as a result the Group's results of operations or financial condition will not be adversely affected.

***The Group may be unable to complete construction works in a timely manner due to geological issues.***

The Group may be required to carry out additional mitigating measures not included in the approved investment plan during construction works due to unexpected technical engineering issues (in particular with respect to tunnels) in areas characterised by significant geological and geotechnical issues (such as the area included in the regions of Tuscany and Emilia Romagna in central Italy). Such measures generally result in additional costs relating to the required monitoring of any geological instability from excavations, changes to approved construction projects and reimbursements or indemnification with respect to damage caused to real property. The delayed completion of the required infrastructure may result in the delayed opening of the motorway section to traffic and losses in toll revenues.

There can be no assurance that unexpected landslides or geological issues not indicated on the relevant maps used in the planning phase would not result in cost overruns and delays under the Group's investment plans, which in turn could have a material adverse effect on the Group's business, financial condition and results of operations. In addition, Group companies and their employees may be held liable in the event of violations of applicable laws and regulations in connection with such unexpected geological issues.

***The Group may experience significant cost overruns due to contaminated soil and expenses related to waste disposal during construction.***

During the construction of motorway sections, the Group may encounter unexpected environmental issues such as the discovery of contaminated soil not identified by the soil samples, analysis and investigations conducted during the planning phase, which may result in the violation of environmental laws and regulations. As a result, the Group may be required to commence new authorization procedures and may be subject to lengthy legal and administrative proceedings. Failure to complete the construction projects within the planned timeframe and/or budget could have a material adverse effect on the Group's business, financial condition and results of operations.

***Archaeological finds during construction works may result in delays and cost overruns.***

Unexpected archaeological finds during construction works may result in the interruption of construction works upon request by local authorities in order to conduct the necessary verification and authorization procedures. As a result, the Group may not be able to complete its investment plan and may be required to submit variations to such plans for approval in order to restrict interference with such archaeological finds. The failure to complete the construction projects within the planned timeframe and/or budget due to such unexpected circumstances could have a material adverse effect on the Group's business, financial condition and results of operations.

***Competition from the development or improvement of alternative motorway stretches or networks or of alternative means of transportation, including high speed rail networks, may decrease traffic volumes on the Italian Group Network or limit the Group's ability to expand the Italian Group Network, thereby adversely affecting the Group's revenues and growth.***

Pursuant to applicable EU legislation, all new concessions, including those for motorways that might compete with the Italian Group Network, are open to bids on a Europe-wide basis. As a result, upon expiry of its existing concessions, the Group may have difficulty winning new concessions, or, alternatively, the Group may accept new concessions under less favourable economic terms than those it has experienced in the past. In addition, other motorway operators may obtain concessions and develop other stretches of highway or alternative networks along the same transportation routes covered by the Italian Group Network or may develop facilities along such alternative networks or routes for different modes of transport. Such competition may lead to decreased traffic volumes on the Italian Group Network or limit the Group's ability to expand its motorway network.

Competition from other motorway operators or the development or improvement of alternative networks, including toll-free motorways, may decrease traffic volumes on the Italian Group Network or limit the Group's ability to expand the Italian Group Network, thereby adversely affecting the Group's revenues and growth.

Moreover, with respect to long haul traffic, the Group faces competition from alternative forms of transportation, such as high speed rail and air travel. There can be no assurance that the market share of such alternative forms of transportation will not increase. See "*Business Description of the Group — Competition*". Increased competition for traffic could reduce traffic on the Italian Group Network and, consequently, could have a material adverse effect on the Group's business, financial condition and results of operations.

***The Group is dependent on the performance of third party contractors when developing or expanding toll roads and may suffer delays or fail to achieve expected results.***

In circumstances where the Group seeks to create value by undertaking the development, extension or expansion of a concession's toll roads, it will typically be dependent on the performance of third party contractors who undertake the management or execution of such development, extension or expansion on behalf of the Group. The risks of development, extension or expansion include, but are not limited to:

- failure by such third party contractors in performing their contractual obligations;

- insolvency of such third party contractors;
- the inability of the third party contractors to retain key members of staff;
- cost deviations in relation to the services provided by the third party contractors;
- delays in the roads being available for use;
- poor quality execution;
- fraud or misconduct by an officer, employee or agent of a third party contractor;
- diversion of resources and attention of the Group's management from operations and opportunities to win new concessions;
- disputes between the Group and third party contractors, which may increase the Group's costs and require the time and attention of the Group's management;
- construction risks on the projects carried out by external contractors, especially if such defects are discovered after the expiry of sub-contractors' warranties; and
- liability of the Group for the actions of the third party contractors.

If the Group's third party contractors fail to successfully perform the services for which they have been engaged, either as a result of their own fault or negligence, or due to the Group's failure to properly supervise any such contractors, the Group's ability to complete works on schedule and within forecasted costs to the requisite levels of quality could be adversely impacted and this could have a material adverse effect on the Group's business, financial condition and results of operations.

***The Group's operating and financial performance is largely dependent on its ability to retain and attract key personnel.***

The success of the Group depends, in part, on the continued involvement of the current top management and other key managers, as well as on its ability to retain and recruit trained personnel, such as engineers and highly specialised technicians.

While the Group seeks to retain employees, particularly top management and key personnel, there can be no guarantee that it will be able to retain its management team or its current personnel. Loss of one or more of the managers or of a significant number of specialised and highly trained personnel could have a material adverse effect on the Group's business, financial condition and results of operations or on its ability to service or otherwise make payments on the Notes and its other indebtedness.

The competition for highly trained managers and specialised labour force is intense and demand is often hard to meet. Also, the growth of the Group's business may require it to seek additional managers and highly trained personnel who share the Group's values and culture, who may be difficult to identify and hire on terms favourable to the Group. Therefore, the Issuer cannot guarantee that the Group will be able to attract skilled and motivated employees.

Any of these developments could have a material adverse effect on the Group's business, financial condition and results of operations.

***The Group may have difficulties expanding and diversifying its business.***

In order to expand and diversify its business, the Group must win new concessions. The Group may face difficulties in obtaining new concessions or contracts to provide services to others.

***There can be no assurances of the success of any of the Group's future attempts to acquire additional businesses or of the Group's ability to integrate any businesses acquired in the future.***

Consistent with the Group's strategic plan, it may seek opportunities to expand its operations in the future by way of strategic acquisitions. Although the Group assesses each investment based on financial and market

analysis, which include certain assumptions, additional investments could materially adversely affect the Group's business, results of operations and financial condition, if: (i) the Group incurs substantial costs, delays or other operational or financial problems in acquiring and/or integrating acquired businesses; (ii) the Group is not able to identify, acquire or profitably manage such additional businesses; (iii) such acquisitions divert management's attention from the operation of existing businesses; (iv) the Group is not able to retain key personnel of acquired businesses, or retain key personnel of its Group following the integration of acquired businesses; (v) the Group encounters unanticipated events, circumstances or legal liabilities; or (vi) the Group has difficulties in obtaining the required financing or the required financing may only be available on unfavourable terms.

Additionally, if such acquisitions are consummated, there can be no assurances that the Group will be able to successfully integrate any businesses acquired in the future, due to unforeseen difficulties in operations and insufficient support systems, among other things. Any of these events could have a material adverse effect on the Group's business, financial condition and results of operations.

***The interruption of service on the Group's motorways could adversely affect the Group's revenues, results of operations and financial condition.***

Residents and local communities may oppose new developments, including highways, on the grounds that such developments may generate pollution or otherwise cause adverse effects on health and the environment. Such opposition may take the form of protests and/or public opposition to the expropriation of the land needed for such developments (the so-called "not-in-my-backyard" or "**NIMBY**" protests). The occurrence of any such NIMBY protests during the approval process of new constructions could lead to significant delays, increases in investment costs and legal proceedings.

In addition, like all motorway concessionaires, the Motorway Companies face potential risks from labour unrest, natural disasters, such as earthquakes or flooding, landslides or subsidence, collapse or destruction of sections of motorway, man-made disasters such as fires, acts of terrorism or the spillage of hazardous substances, as well as from interruptions of service due to events beyond their control such as accidents, breakdown of equipment and malfunctioning of control systems.

The occurrence of any such events could lead to a significant decline in toll revenue from the Group's motorways or a significant increase in expenditures for the operation, maintenance or repair of the Group's motorways, as well as necessary amendments to the Group's investments plans. In addition, service malfunctions or interruptions could expose the Group to legal proceedings and claims for damages, which could, in turn, have a material adverse effect on the Group's business, financial condition and results of operations.

***The Group may be required to make significant payments for damages and its insurance coverage might not be adequate or available in all circumstances.***

Although the Group carries all risk, accident and civil liability insurance, there can be no assurance that these policies cover all of the liabilities, which may arise from third-party claims, or from any required reconstruction, or maintenance and operating losses, including costs resulting from motorway damage. The Group's policies do not cover labour unrest, and the Group does not carry business interruption insurance to cover operating losses it may experience, such as reduced toll revenue, resulting from actions or requests by the relevant authorities, work stoppages, strikes or similar industrial actions. In addition, the Group carries only limited risk and business interruption insurance to cover damages or operating losses resulting from terrorist acts.

Moreover, there can be no assurance that if the insurance policy is terminated or not renewed, a new insurance policy will be available on reasonable commercial terms, or at all. Any failure to obtain or maintain an insurance policy, or to be covered for a loss thereunder, could have a material adverse effect on the Group's business, financial condition and results of operations.

The occurrence of significant events, such as, for example, the Polcevera Bridge Collapse, may expose Autostrade Italia to requests for substantial indirect damages attributable to extra costs and / or lost profits suffered by natural and / or legal persons, which have not suffered direct damages, operating in the area affected by the relevant significant event. These possible indirect damages are not covered by the insurance coverage of the "all risks policies".

Although the amount of compensation claimed for this kind of damages can imply significant amounts, there can be no assurance that, despite the absence of a direct causal link between the event that occurred and the damage requested, the Issuer may be the unsuccessful party in case of any judgment on the merits. The occurrence of such events could have a material adverse effect on the Group's business, financial condition and results of operations.

***Inclement weather could adversely affect the Group's toll revenue.***

In Italy, traffic volumes may be affected by weather conditions and extraordinary events such as severe snow conditions and, to a lesser extent, strong winds and sleet. The occurrence of any such events generally results in precautionary measures to limit traffic for safety reasons. As a result, the occurrence of such events could lead to a proportional decrease in traffic volumes and thus a significant decline in toll revenue from the Group's motorways or a significant increase in expenditures for the operation, maintenance or repair of the Group's motorways.

In addition, such circumstances may result in the commencement of investigations by the authority granting the concession or the imposition of fines and penalties by other authorities and/or potential legal proceedings such as class actions by individual users of the Group's motorways. These events could have a material adverse effect on the Group's business, financial condition and results of operations. See "*Business Description of the Group — Legal Proceedings*".

***The Group could suffer losses due to environmental and social factors.***

The Group is subject to the risk of unforeseen, hostile or catastrophic events, many of which are outside of its control, including natural disasters, extreme weather events, explosions, fires, accidents, terrorist attacks or other hostile or catastrophic events. Any significant environmental change or external event (including increased frequency and severity of storms, floods and other catastrophic events such as earthquake, pandemic (such as Covid – 19), other widespread health emergencies, civil unrest or terrorism events) has the potential to disrupt business activities, impact the Group's operations or reputation, increase credit risk and other credit exposures, damage property and otherwise affect the value of assets and/or infrastructures held in the affected locations and the Group's ability to recover amounts owing to it. See also " *– The Group could be adversely affected by events that might cause reputational damage*".

The Group's businesses could also suffer losses due to climate change. Climate change is systemic in nature and is a significant long-term driver of both financial and non-financial risks. Climate change related impacts include physical risks from changing climatic conditions and transition risks such as changes to laws and regulations, technology development and disruptions and consumer preferences. A failure to respond to the potential and expected impacts of climate change may affect the Group's performance and could have wide-ranging impacts for the Group.

These circumstances could have a material adverse effect on the Group's business, financial condition and results of operations.

**Risks relating to the Issuer's ownership structure**

***The disposal of Atlantia's stake in Autostrade Italia requires waivers and consents to be obtained in connection with the Group's outstanding indebtedness.***

On 12 June 2021, Atlantia entered into a share purchase agreement (the "**SPA**") for the disposal of its entire shareholding held in Autostrade Italia (the "**Disposal**") with a consortium comprising CDP Equity S.p.A. (a subsidiary of CDP), The Blackstone Group International Partners LLP and Macquarie European Infrastructure Fund 6 SCSP.

The completion of the Disposal is subject to certain conditions precedent, which include also actions to be taken by the Issuer and its subsidiaries. In particular, the Disposal is subject to (i) the effectiveness of the Settlement Agreement and the EFP, substantially in the form submitted to the MIMS for approval and (ii) the receipt of waivers from the ASPI group's lenders, including bondholders, including the release of the guarantees provided by Atlantia in respect of certain indebtedness incurred by ASPI. Such actions may result in an increase of the Group's costs and may require the time and attention of the Group's management, diverting its focus from the

operation of existing businesses. Any of such situations could have a material adverse effect on the Group's business, financial condition and results of operations.

For additional information in connection with the Disposal, see "*Shareholders - Disposal of Atlantia's stake in ASPI*".

***The interests of the Issuer's shareholders may be inconsistent with the interests of holders of Notes.***

The interests of the Issuer's principal shareholders may, in certain circumstances, conflict with interests of holders of Notes. The Issuer's principal shareholders have, and will continue to have, directly or indirectly, the power, among other things, to affect its legal and capital structure, as well as the ability to elect and change its management and to approve any other changes to its operations. For example, the Issuer's principal shareholders could vote to cause it to incur additional indebtedness, to sell certain material assets or make dividend distributions. The interests of the Issuer's principal shareholders could conflict with interests of holders of Notes, particularly if the Issuer encounters financial difficulties or is unable to pay its debts when due. The Issuer's principal shareholders could also have an interest in pursuing acquisitions, divestitures, financings, dividend distributions or other transactions that, in their judgment, could enhance their equity investments although such transactions might involve risks to the holders of Notes. In addition, the Issuer's principal shareholders may come to own businesses that directly compete with the Issuer's business. Although the Issuer is not subject to the direction and coordination of any other company or entity and is fully independent in making decisions regarding its general strategic and operating guidelines, differences in views or disagreements between majority and minority shareholders of the Issuer may result in delayed decisions or in failures to agree on major matters, particularly when no dispute resolution procedures are in place (or in case of failure of such procedures). Any of the situations described above could have a material adverse impact on the Group's results of operations or financial condition.

**Risks relating to the Group's indebtedness and financial risks**

***The Group's leverage may have significant adverse financial and economic effects on the Group.***

As at 30 June 2021, the Group had approximately €11,518 million of gross indebtedness, including bank overdrafts (short-term credit extended by banks with which the Group has bank accounts). The Group's leverage could increase the Group's vulnerability to a downturn in its business or economic and industry conditions and have significant adverse consequences, including but not limited to:

- limiting the Group's ability to obtain additional financing to fund future working capital, capital expenditures, investment plans, strategic acquisitions, business opportunities and other corporate requirements;
- requiring the dedication of a substantial portion of the Group's cash flow from operations to the payment of principal of, and interest on, the Group's indebtedness, which would make such cash flow unavailable to fund the Group's operations, capital expenditures, investment plans, business opportunities and other corporate requirements; and
- limiting the Group's flexibility in planning for, or reacting to, changes in the Group's business, the competitive environment and the industry.

Any of these or other consequences or events could have a material adverse effect on the Group's ability to satisfy its debt obligations, including its obligations under the Notes.

A portion of the Group's indebtedness bears interest at variable rates. Although the Group has, to date, hedged a substantial portion of its interest exposure under such indebtedness, an increase in the interest rates on the Group's indebtedness may reduce its ability to repay the Notes and its other indebtedness and to finance operations and future business opportunities.

In addition, the Group is required to comply with certain financial covenant ratios in connection with a portion of its indebtedness. To the extent that the Group is unable to comply with such financial ratios, the Group may be required to seek consents or obtain waivers or repay such indebtedness; otherwise, the failure to comply with such financial covenants may result in the Group being in breach of the terms of such financial indebtedness,

which may ultimately trigger cross-default provisions under the terms of the Group's outstanding indebtedness, including the Notes.

The Group may incur substantial additional indebtedness in the future which could mature prior to the Notes or could be senior, if secured, to the Notes. In addition, there can be no assurance that the indebtedness of the Group may increase, even significantly, as a result of the acquisition of the control of ASPI by new investors. The terms and conditions of the Notes place certain limitations on the incurrence of additional secured indebtedness of the Group. See Condition 4(a) (*Negative Pledge*). The incurrence of additional indebtedness would increase the aforementioned leverage-related risks.

The occurrence of any of these events could have a material adverse effect on the Group's business, financial condition and results of operations and/or could have an adverse effect on the market price of the Notes.

***The Group requires a significant amount of cash to service its debt, and its ability to generate sufficient cash depends on many factors beyond its control.***

The Group's ability to make payments on, and to refinance its debt and to fund working capital, capital expenditures and research and development, will depend on its future operating performance and ability to generate sufficient cash. This depends, to some extent, on general economic, financial, competitive, market, legislative, regulatory and other factors, many of which are beyond the Group's control, as well as the other factors discussed in "*Risk Factors*", as well as on the Issuer continuing to operate the Autostrade Italia Concession; see "*— The Group is dependent on Concessions, and in particular the Autostrade Italia Concession, which account for substantially all of the Group's revenues*", "*— The early termination of the Autostrade Italia Concession, should the provisions of the Milleproroghe Decree be finally determined to be applicable to such termination, may negatively affect the Group's ability to repay its outstanding indebtedness, including the Notes, and result in mandatory prepayment or default of outstanding indebtedness*" and "*– Risks related to tariff adjustments and regulations*".

If certain extraordinary or unforeseen events occur, including a breach of financial covenants applicable to the Group, the financial creditors of the Group could take certain actions, including terminating their commitments and declaring all amounts that the Issuer has borrowed under its credit facilities and other indebtedness to be due and payable prior to the date on which they are scheduled for repayment.

No assurances can be given that the businesses of the Group will generate sufficient cash flows from operations or that future debt and equity financing will be available in an amount sufficient to enable the Group to comply with its financial covenants, to pay its debts when due (which may be earlier than the scheduled repayment date), including the Notes, or to fund other liquidity needs.

If the Group's future cash flows from operations and other capital resources (including borrowings under existing or future credit facilities) are insufficient to comply with its financial covenants or pay its obligations as they mature or to fund liquidity needs, the Group may be forced to:

- reduce or cancel the distribution of dividends;
- reduce or delay participation in certain non-Concession related business activities, including complementary activities and research and development;
- sell certain assets;
- seek consents or obtain waivers from the relevant creditors in connection with financial covenants;
- obtain additional debt or equity capital; or
- restructure or refinance all or a portion of its debt, including the Notes, on or before maturity.

No assurances can be given that the Group would be able to accomplish any of these alternatives on a timely basis or on satisfactory terms, if at all. In addition, the terms of the Group's debt, including the terms and conditions of the Notes, limit, and any future debt may limit, the ability of the Group to pursue some or all of these alternatives. Furthermore, the terms of certain of the Group's loan agreements contain restrictive

covenants and no assurances can be given that these covenants will not constrain the Group's ability to raise additional financing in the future.

The occurrence of any of these events could have a material adverse effect on the Group's business, financial condition and results of operations and/or could have an adverse effect on the market price of the Notes.

***The Group is exposed to interest rate risk***

A portion of the Group's indebtedness bears interest at variable rates. Although the Group has, to date, hedged a significant portion of its interest exposure under such indebtedness, an increase in the interest rates on the Group's indebtedness may reduce its ability to repay the Notes and its other indebtedness and to finance operations and future business opportunities.

As at 31 June 2021, 97 per cent. of the Group's indebtedness bore interest at a fixed rate or a rate fixed through hedges. Interest rates are highly sensitive to many factors beyond the Group's control, including central banks' policies, international and country-specific economic and political conditions, inflationary pressures, disruption to financial markets or the availability of bank credit. Any increases in interest rates in the Eurozone will require the Group to use a greater proportion of its revenues to pay interest expenses.

An increase in the interest rates of the Group's indebtedness may reduce its ability to repay the Notes and its other indebtedness and to finance operations and future business opportunities. The financial management of the Group regularly reviews market conditions and from time to time may adjust the balance of interest rate exposure in its debt profile. However, there can be no assurance that this interest rate management policy will adequately protect the Group against the risk of increased interest rates, which could be particularly damaging for the Group due to its high level of gross indebtedness (€11,518 million as at 30 June 2021), plus any hedging arrangements expose the Group to credit risk in respect of the hedging counterparty. In addition, the Group is subject to the risk that the instruments implemented by the Group to hedge its interest rate exposure may be ineffective as a result of changes to underlying conditions, which in turn may result in fair value losses recorded by the Group. There can be no assurance that future interest rate fluctuations will not have a material adverse effect on the Group's business, financial condition and results of operations.

***The Group is exposed to counterparty risk.***

The Group enters into transactions with respect to financial products with third parties. These transactions expose the Group to the risk that a counterparty may default on its obligations or becomes insolvent prior to maturity, leaving the Group with an outstanding claim against such counterparty and/or an unhedged position with respect to commodities or interest rates. Although the Group seeks to manage these risks through its internal guidelines and policies for risk management, there can be no assurance that a counterparty default with respect to an agreement entered into by a Group company and/or the insufficient value of the collateral, where available, may not have a material adverse effect on the Group's business, financial condition and results of operations.

***Risks associated with measuring intangible assets and goodwill***

The Group's balance sheet as at 31 June 2021 included intangible assets of €17,362 million (relating mainly to concession rights for an amount of €11,186 million and goodwill for an amount of €6,111 million), as compared to total assets amounting to €21,409 million. The Group assesses the recoverable amount of the intangible assets conducting impairment tests that are performed at the end of reporting periods if there are indications that such assets have been impaired. Irrespective of whether there is an indication of impairment, intangible assets with indefinite lives (such as goodwill) and those which are not yet available for use are tested for impairment at least annually. The impairment test involves a complex process that requires estimates to be made that include judgements and significant assumptions by the Group's management in the preparation of impairments, relating mainly to discount rates, macroeconomic variables, changes in traffic and tolls, future operating costs, and disbursements for future investments.

**Legal and regulatory risks**

***The Group is subject to legal proceedings which could adversely affect its consolidated revenues.***

As part of the ordinary course of business, companies within the Group are subject to a number of administrative, civil and criminal proceedings. The Group is currently party to various legal proceedings, including criminal proceedings.

In particular, ASPI is involved in criminal proceedings where a liability under Italian Legislative Decree No. 231/2001 (as amended from time to time, the "**Decree 231**") is alleged, such as the criminal proceeding before the court of Genoa in connection with the Polcevera Bridge Collapse and the criminal proceeding before the court of Ancona in connection with the collapse of a bridge on the A14 motorway. For additional information, see "*Business Description of the Group — Legal Proceedings*". Decree 231 provides that a quasi-criminal liability may attach to an entity for certain type of crimes committed in their interest or to their advantage by individuals which have a functional relationship with such corporate entities, such as employees, directors and representatives; entities may establish a defence against such liabilities if they have implemented compliance procedures, also known as the "organizational, management and control model under Decree 231"; however, the implementation of such compliance procedures will not *per se* discharge any liability under Decree 231. A quasi-criminal proceeding relating to alleged crimes subject to Decree 231, even if ultimately such proceeding discharges the relevant Group entity, could be costly and could divert management's attention away from other aspects of its business. Any such proceedings may also cause adverse publicity and reputational harm, and could have a material adverse effect on the Group's business, financial condition and results of operations.

As at 30 June 2021, the Group had accrued a € 1,685.5 million[1] provision in its financial statements for litigation. To the extent the Group is not successful in some or all of these matters, or in future legal challenges (including potential class actions or legal proceedings which the Group deems without merit or for which the potential Group liability cannot currently be estimated), the Group's business, financial condition and results of operations may be materially adversely affected.

***The Group operates in a highly regulated environment, and its operating results and financial condition could be adversely affected by a change in law, governmental policy and/or other governmental actions.***

The Italian motorway sector is governed by a series of Italian and local laws, ministerial decrees and resolutions, as well as by generally applicable laws and special legislation, including environmental laws and regulations. In turn, such laws must comply with, and are subject to, EU law. Each of the Concessions granted to the Motorway Companies is governed by the specific terms of such Concession, together with other generally applicable laws, ministerial decrees and resolutions. In addition, the operations of the Group are subject to compliance with obligations set under applicable laws and regulations relating to, *inter alia*, the protection of the environment, health, the safety of employees and contractors' employees, as well as road safety.

Changes in laws and regulations which affect the tariff formula or activities required to be performed under a concession and thereby adversely impact the economic or financial position of a concessionaire may give rise to a right by the concessionaire to renegotiate with the Concession Grantor the terms thereof in an effort to restore the financial balance between tariffs and required investments in existence prior to the relevant changes or terminate the Concession agreement with provision of compensation or indemnification. However, there can be no assurance that changes in any of these laws or regulations, including changes that may require the Group to make additional capital investments, will not materially adversely affect the financial results of the Group or that the Group shall be adequately indemnified.

In addition, changes in Italian Government policy with respect to motorway concessions, construction and related government grants can significantly affect the Group's results of operations. Furthermore, there can be no assurance that future tariff adjustments will enable the Group to generate adequate revenues or that its results of operations will not be materially adversely affected by future limitations on tariff adjustments or regulations.

[1] The amount of provisions for litigation as of 30 June 2021 includes also provisions related to the Settlement Agreement with the MIMS (totaling €1,602 million).

***The Group is exposed to risks relating to cyber-crime.***

The Group relies on internal and outsourced IT systems to manage its business and operations and to carry out services vis-à-vis its clients. The Group is exposed to the risk that functional problems in its technological and IT architecture could cause an interruption in its business, as well as the risk of unauthorised access to IT systems or the possible success of external cyber-attacks, which may result in damage, loss, removal or unlawful disclosure of the data managed by the Group which could expose the Group to financial penalties and fines and, in turn, may harm its image or reputation vis-à-vis its customers.

Although the Group regularly maintains and updates its IT systems, and within its IT security framework it has adopted solutions for information security, any problems associated with inefficient maintenance, a failure or delay in updating its IT systems, any unauthorised access to its computer systems or a successful external cyber-attack could have a material adverse effect on the Group's business, financial condition and results of operations.

***The Group's operations are subject to extensive environmental regulation.***

The Group's activities are subject to a broad range of environmental laws and regulations, which, among other things, require performance of environmental impact studies for future projects, application for and compliance with the terms of licenses, permits and other prescriptive approvals. Environmental risks inherent to the Group's activities include those arising from the management of residues, effluents, emissions and land on the Group's facilities and installations, as well as waste disposal and reduction of noise pollution. These risks are subject to strict national and international regulations and regular audits by government authorities.

Any of these risks may give rise to claims for damages and/or sanctions and may cause potential damage to the Group's image and reputation. In addition, these regulations may be subject to significant tightening or other modifications by national, European and international laws. The cost of complying with these regulations could be onerous. Although the Group has been making investments to comply with various environmental laws and regulations, any failure to comply with such laws and regulations, any adverse change to environmental regulation and/or additional requests for mitigating measures may have a material adverse effect on the Group's business, financial condition and results of operations. In addition, if such circumstances arise during the construction phase of a project, the Group may be subject to legal proceedings and resulting delays in the construction and termination of the works. The occurrence of any of such events could have a material adverse effect on the Group's business, financial condition and results of operations.

**RISKS RELATED TO THE NOTES**

**Risks related to the structure of a particular issue of Notes.**

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential Noteholders. Set out below is a description of the most common such features.

***Fixed Rate Notes.***

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes.

***Floating Rate Notes.***

Where the reference rate used to calculate the applicable interest rate turns negative, the interest rate will be below the margin, if any, or may be zero. Accordingly, where the rate of interest is equal to zero, the holders of such Floating Rate Notes may not be entitled to interest payments for certain or all interest periods.

***Risks associated with the reform of LIBOR, EURIBOR and other interest rate 'benchmarks'.***

The London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and other indices which are deemed "benchmarks" are the subject of recent national, international and other regulatory guidance and proposals for reform which are ongoing. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such "benchmarks" to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence

could have a material adverse effect on any Notes linked to such a "benchmark" including on the value, liquidity or return on such Notes.

Key international reforms of "benchmarks" include the International Organization of Securities Commission ("**IOSCO**")'s proposed Principles for Financial Market Benchmarks (July 2013) (the "**IOSCO Benchmark Principles**") and the Regulation (EU) No. 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No. 596/2014 (the "**EU BMR**").

On 17 May 2016, the Council of the European Union adopted the BMR, which entered into force on 30 June 2016. Subject to various transitional provisions, the BMR applies from 1 January 2018, except that the regime for 'critical' benchmarks has applied since 30 June 2016 and certain amendments to Regulation (EU) No. 596/2014 (the "**Market Abuse Regulation**") have applied from 3 July 2016. The BMR applies to the provision of "benchmarks", the contribution of input data to a "benchmark" and the use of a "benchmark" within the EU. The BMR applies to 'contributors', 'administrators' and 'users' of 'benchmarks' in the EU, and, among other things, (i) requires benchmark administrators to be authorised (or, if non-EU-based, to have satisfied certain 'equivalence' conditions in its local jurisdiction, to be 'recognised' by the authorities of a Member State pending an equivalence decision or to be 'endorsed' for such purpose by an EU competent authority) and to comply with requirements in relation to the administration of 'benchmarks' and (ii) bans the use of 'benchmarks' of unauthorised administrators (or, if non-EU based, not deemed equivalent or recognised or endorsed). Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the EUWA (the "**UK BMR**") among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed). The scope of the EU BMR and UK BMR is wide and, in addition to so-called 'critical benchmark' indices such as EURIBOR and LIBOR, will apply to many other interest rate indices, as well as equity, commodity and foreign exchange rate indices and other indices (including "proprietary" indices or strategies) which are referenced in listed financial instruments (including listed Notes), financial contracts and investment funds.

The EU BMR and/or the UK BMR, as applicable, could also have a material impact on any listed Notes linked to a "benchmark" index, including in any of the following circumstances:

(i) an index which is a "benchmark" could not be used as such if its administrator does not obtain appropriate authorisations or is based in a non-EU or non-UK (as applicable) jurisdiction which (subject to any applicable transitional provisions) does not have equivalent regulation. In such event, depending on the particular "benchmark" and the applicable terms of the Notes, the Notes could be delisted (if listed), adjusted, redeemed or otherwise impacted;

(ii) the methodology or other terms of the "benchmark" related to a series of Notes could be changed in order to comply with the terms of the EU BMR and/or the UK BMR, as applicable, and such changes could have the effect of reducing or increasing the rate or level of the "benchmark" or of affecting the volatility of the published rate or level, and could lead to adjustments to the terms of the Notes, including Calculation Agent determination of the rate or level in its discretion.

Any of the international, national or other reforms (or proposals for reform), the discontinuing of or the general increased regulatory scrutiny of "benchmarks" could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain "benchmarks", trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the disappearance of certain "benchmarks". The disappearance of a "benchmark" or changes in the manner of administration of a "benchmark" could result in adjustment to the terms and conditions, early redemption, discretionary valuation by the Issuer, delisting (if listed) or other consequence in relation to Notes linked to such "benchmark". Any such consequence could have a material adverse effect on the value of and return on any such Notes.

***If the relevant Reference Rate is discontinued, the rate of interest of the affected Floating Rate Notes will be changed in ways that may be adverse to holders of such Notes, without any requirement that the consent of such holders be obtained.***

The Conditions provide also for certain additional arrangements in the event that a published Original Reference Rate (including any page on which such Original Reference Rate may be published (or any successor service)) becomes unavailable, including the possibility that the rate of interest could be set by reference to a Successor Rate or an Alternative Rate, and that such Successor Rate or Alternative Rate may be adjusted (if required) by the application of an Adjustment Spread. The application of a Successor Rate or an Alternative Rate or an Adjustment Spread may result in the relevant Notes performing differently (which may include payment of a lower interest rate) than they would do if the relevant Original Reference Rate were to continue to apply in its current form. If no Adjustment Spread is determined, a Successor Rate or Alternative Rate may nonetheless be used to determine the rate of interest. In certain circumstances, the ultimate fallback of interest for a particular Interest Period may result in the rate of interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last used for the relevant Notes or last observed on the Relevant Screen Page.

In addition, due to the uncertainty concerning the availability of Successor Rates and Alternative Rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time. If the Independent Adviser or, as applicable, the Issuer determines that amendments to the Conditions or the Agency Agreement are necessary to ensure the proper operation of any Successor Rate or Alternative Rate and/or Adjustment Spread or to comply with any applicable regulation or guidelines on the use of benchmarks or other related document issued by the competent regulatory authority, then such amendments shall be made without any requirement for the consent or approval of Noteholders, as provided by Condition 5(k).

***Notes subject to optional redemption by the Issuer.***

If in the case of any particular Tranche of the Notes the relevant Final Terms specifies that the Notes are redeemable at the Issuer's option pursuant to the Conditions, the Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low.

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. Further, during any period in which there is an actual or perceived increase in the likelihood that the Issuer may redeem the Notes, the price of the Notes may also be adversely impacted. This also may be true prior to any redemption period.

The Issuer may elect to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time. See "*The Issuer may redeem the Notes prior to maturity and investors may be unable to reinvest the proceeds of any such redemption in comparable securities*".

***The Issuer may redeem the Notes prior to maturity and investors may be unable to reinvest the proceeds of any such redemption in comparable securities.***

Unless in the case of any particular Tranche of Notes the applicable Final Terms specify otherwise, in the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Italy or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with the Conditions.

In addition, if in the case of any particular Tranche of Notes the applicable Final Terms specify that the Notes are redeemable at the Issuer's option or in certain other circumstances, the Issuer may choose to redeem those Notes at times when prevailing interest rates may be relatively low (see also "*Notes subject to optional*

*redemption by the Issuer*" above). In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the Notes.

In addition, with respect to the Clean-up Call Option, there is no obligation on the Issuer to inform investors if and when 80 per cent. or more of original aggregate principal amount of the relevant Tranche of Notes has been redeemed or is about to be redeemed, and the Issuer's right to redeem will exist notwithstanding that immediately prior to the serving of a notice in respect of the exercise of the Clean-up Call Option the Notes may have been trading significantly above par, thus potentially resulting in a loss.

***Variable rate Notes with a multiplier or other leverage factor***

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

***Fixed/Floating Rate Notes***

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than the prevailing rates on its Notes.

***Notes issued at a substantial discount or premium***

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

***The value of fixed rate Notes may change***

Investment in Notes which bear interest at a fixed rate involves the risk that subsequent changes in market interest rates may adversely affect the value of the relevant Tranche of Notes.

***Investors will not be able to calculate in advance their rate of return on floating rate notes***

A key difference between floating rate notes and fixed rate notes is that interest income on floating rate notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of floating rate notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. If the terms and conditions of the notes provide for frequent interest payment dates, investors are exposed to reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing. In addition, the Issuer's ability to also issue fixed rate notes may affect the market value and the secondary market (if any) of the floating rate notes (and vice versa). Investment in Notes which bear interest at a floating rate comprise (i) a reference rate and (ii) a margin to be added or subtracted, as the case may be, from such base rate. Typically, the relevant margin will not change throughout the life of the Notes but there will be a periodic adjustment (as specified in the relevant final terms) of the reference rate (e.g., every three months or six months) which itself will change in accordance with general market conditions. Accordingly, the market value of floating rate Notes may be volatile if changes, particularly short term changes, to market interest rates evidenced by the relevant reference rate can only be reflected in the interest rate of these Notes upon the next periodic adjustment of the relevant reference rate.

***The Notes do not restrict the amount of unsecured debt which the Issuer may incur***

The Conditions of the Notes do not contain any restriction on the amount of unsecured indebtedness which the Issuer and its Subsidiaries may from time to time incur. In the event of any insolvency or winding-up of the

Issuer, the Notes will rank equally with the Issuer's other unsecured senior indebtedness and, accordingly, any increase in the amount of the Issuer's unsecured senior indebtedness in the future may reduce the amount recoverable by Noteholders. In addition, the Notes are unsecured and, save as provided in Condition 4(a) (*Negative Pledge*), do not contain any restriction on the giving of security by the Issuer and its Material Subsidiaries (as defined in the Conditions) over present and future indebtedness.

Where security has been granted over assets of the Issuer to secure indebtedness, in the event of any insolvency or winding-up of the Issuer, such indebtedness will rank in priority over the Notes and other unsecured indebtedness of the Issuer in respect of such assets. In relation to the indebtedness of the Issuer, see also "*— The Group's leverage may have significant adverse financial and economic effects on the Group*" above.

***The Notes contain limited provisions governing the Group's operations and the Issuer's ability to merge, effect asset sales or otherwise effect significant transactions that may have a material and adverse effect on the Notes and the holders thereof.***

The Conditions of the Notes contain limited provisions governing the Group's operations and the Issuer's ability to enter into a merger, asset sale or other significant transaction that could materially alter its existence, jurisdiction of organisation or regulatory regime and/or its composition and its business, such as Condition 10(i) (*Change of Business*). In the event the Group was to enter into such a transaction, Noteholders could be materially and adversely affected.

***The Issuer may amend the economic terms and conditions of the Notes without the prior consent of all holders of such Notes.***

The Trust Deed and the Conditions contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders, including Noteholders who did not attend and vote at the relevant meeting, and Noteholders who voted in a manner contrary to the majority. Any such amendment to the Notes may include, without limitation, lowering the ranking of the Notes, reducing the amount of principal and interest payable on the Notes, changing the time and manner of payment, changing provisions relating to redemption, limiting remedies on the Notes, and changing the amendment provisions. These and other changes may adversely impact Noteholders' rights and may adversely impact the market value of the Notes.

The Conditions also provide that the Trustee may, without the consent of Noteholders, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Trust Deed or (ii) the substitution of another company as principal debtor under any Notes in place of the Issuer, in the circumstances described in Condition 11 of the Terms and Conditions of the Notes.

***Risk connected with the possibility of changes to the tax regime of the Notes.***

It is not possible to predict whether the tax regime applicable on interest and on other income, including capital gains, deriving from the Notes, will undergo changes during the life of such Notes; therefore it cannot be ruled out that, in the event of such changes, the net values indicated may alter, perhaps significantly, from those that actually apply to the Notes at the various payment dates.

Any greater fiscal charges on profits or on capital gains in connection with the Notes, with reference to those payable under the applicable tax regulations, following legislative or regulatory changes, or as a result of a change of practice in terms of interpretation of the rules by the financial administration, will consequently mean a reduction in the return on the Notes, net of the tax charge, and this will not result in any obligation of the Issuer to pay the Noteholders any additional sum by way of compensation for such greater tax burden.

***Tax law in Italy may restrict the deductibility of all or a portion of the interest expenses of the Issuer or the Group's indebtedness, including interest expenses in respect of the Notes.***

Article 96 of Decree No. 917 of 22 December 1986 ("**Decree 917**") outlines the general rules on deductibility of interest expenses for Italian corporate income tax purposes. Specifically, subject to certain exceptions, such rules allow for the full tax deductibility of interest expenses and assimilated costs (collectively "**Interest Expenses**") incurred by an Italian tax resident company in each fiscal year up to the amount of the interest income and assimilated proceeds (collectively "**Interest Income**") accrued in the same fiscal year, as evidenced by the relevant annual financial statements. Any excess interest expense over that amount is deductible up to

30 per cent. of the gross operating income (i.e. earnings before interest, taxes, depreciation and amortization, EBITDA; or "**ROL**") derived through the core business of the company. If, in a fiscal year, there is an excess of 30% ROL over the net Interest Expenses, the excess may be carried forward without limitation and may be used to increase the relevant ROL threshold in the following fiscal years. Interest Expenses not deducted in a fiscal year can be carried forward to the following fiscal years, *provided that*, in such fiscal years, the amount by which Interest Expenses exceeds Interest Income is lower than 30% of ROL. In case a resident company is part of a domestic fiscal unit (tax consolidation), Interest Expenses that cannot be deducted at stand-alone level by an entity belonging to the fiscal unit due to a lack of sufficient ROL can be deducted at the fiscal unit level to the extent of the excess ROL of other companies belonging to the same fiscal unit. Under Article 4 of Legislative Decree No. 147 of 14 September 2015, published in the Official Gazette No. 220 of 22 September 2015 ("**Internationalisation Decree**"), starting from 1 January 2016 ROL of non-resident controlled companies is no longer taken into account for interest deduction purposes. Under certain conditions, however, dividends paid by non-resident controlled companies to their Italian parent companies will increase the ROL of the Italian receiving companies.

Italian Legislative Decree n. 142 of 29 November 2018, enacting the EU anti-tax avoidance package was published in the Italian official gazette on 28 December 2018. The Italian ATAD Decree transposes EU Directive 2016/1164 (ATAD 1) – as amended by EU Directive 2017/952 (ATAD 2) – into the Italian legal system, providing rules against the erosion of taxable bases in the internal market and the shifting of profits out of the Italian market. Such rules are aimed at tackling double deduction or "deduction without inclusion" (deduction of a negative income component in one country, such as interest expenses under the Notes, without any taxation in the other country) due to a different characterisation of financial instruments, payments, entities, and permanent establishments in various countries. The rules apply to mismatches occurring between taxpayers considered to be associated enterprises or arising in the context of a structured arrangement between two non-associated taxpayers.

The Italian tax authorities have in certain instances totally or partially limited the deductibility of the interest expenses arising in connection with certain acquisition financing, refinancing of previous acquisitions' indebtedness, dividend recapitalisations or other transactions with shareholders (such as transfer of shares intragroup). This position has been taken by arguing that the actual beneficiary of the transaction which generated the interest expense was not the acquiring entity, but its shareholders. Moreover, in circumstances where the Italian company deducting the interest expenses accrued on the aforementioned transactions was controlled by a non Italian resident entity, the Italian tax authorities argued that such interest expense should have been re charged at arm's length to the non Italian resident shareholders. To date, tax courts have not ruled in a consistent way with respect to these cases, although there is jurisprudence in favour of the taxpayer's position. The Italian tax authorities have recently ruled that the deduction of interest expenses arising from indebtedness, incurred with third parties in the context of the acquisition transactions, should not be denied when such acquisitions are genuinely held.

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 favourable 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).

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 Italian subsidiaries or changes in the tax treatment of Interest Expenses arising from any indebtedness incurred by the Issuer and its subsidiaries, including in respect of the Notes), the failure to satisfy the applicable Italian legal requirements relating to the deductibility of Interest Expenses incurred in respect of the Notes or the application by the Italian tax authorities of certain existing interpretations of Italian tax law may result in the Issuer or the Group's inability to fully deduct their Interest Expenses in respect of the Notes, which may have a material adverse impact on the Group's business, financial condition, results of operations or prospects.

***The value of the Notes could be adversely affected by a change in English or Italian law or administrative practice***

The Conditions of the Notes are based on English law in effect as at the Issue Date of the relevant Tranche of Notes. In addition, Condition 11 (*Meetings of Noteholders, Modification, Waiver, Authorisation and Determination*) and Schedule 3 (*Provisions for Meetings of Noteholders*) of the Trust Deed are subject to compliance with Italian law. No assurance can be given as to the impact of any possible judicial decision or change to English or Italian law or administrative practice after the Issue Date of the relevant Tranche of Notes and any such change could materially adversely impact the value of any Notes affected by it. See also "*— Noteholders' meeting provisions may change by operation of law or because of changes in the Issuer's circumstances*" below.

***Because the Global Notes are held by Euroclear and Clearstream, Luxembourg, Noteholders will have to rely on their procedures for transfer, payment and communication with the Issuer.***

Notes issued under the Programme may be represented by one or more Global Notes, which will be deposited with a common depositary or a common safekeeper for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the relevant Global Note and the applicable Final Terms, Noteholders will not be entitled to receive definitive Notes. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by one or more Global Notes, Noteholders will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg.

While the Notes are represented by one or more Global Notes, the Issuer will discharge its payment obligations under the Notes by making payments to the common depositary or common safekeeper for Euroclear and Clearstream, Luxembourg for distribution to their account holders. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the relevant Notes. The Issuer cannot assure holders that the procedures of Euroclear and Clearstream, Luxembourg will be adequate to ensure that holders receive payments in a timely manner. A holder of beneficial interests in the Global Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies.

***Denominations.***

In relation to any issue of Notes which have a denomination consisting of the minimum Specified Denomination plus a higher integral multiple of another smaller amount, it is possible that the Notes may be traded in amounts in excess of €100,000 (or its equivalent) that are not integral multiples of €100,000 (or its equivalent). In such a case, a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination may not receive a definitive Note (should definitive notes be printed) and may need to purchase a principal amount of Notes such that its holding is an integral multiple of the minimum Specified Denomination.

If Definitive Notes are issued, Noteholders should be aware that Definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

***The appointment of a Calculation Agent may result in conflicts of interest.***

The Issuer may appoint a Dealer as Calculation Agent in respect of an issuance of Notes under the Programme. In such a case the Calculation Agent is likely to be a member of an international financial group that is involved, in the ordinary course of its business, in a wide range of banking activities out of which conflicting interests may arise. Whilst such a Calculation Agent will, where relevant, have information barriers and procedures in place to manage conflicts of interest, it may in its other banking activities from time to time be engaged in transactions involving an index or related derivatives which may affect amounts receivable by Noteholders during the term and on the maturity of the Notes or the market price, liquidity or value of the Notes and which could be deemed to be adverse to the interests of the Noteholders.

**Risks related to the market generally**

***No prior market for Notes — if an active trading market does not develop for the Notes, the Notes may not be able to be resold.***

There is no existing market for the Notes, and there can be no assurance regarding the future development of a market for the Notes. Although application has been made to list the Notes issued under this Programme on Euronext Dublin, no assurance can be made that the Notes will become or remain listed.

No assurance can be made as to the liquidity of any market that may develop for the Notes, the ability of Noteholders to sell the Notes or the price at which Noteholders may be able to sell the Notes. The liquidity of any market for the Notes will depend on the number of Noteholders, prevailing interest rates, the market for similar securities and other factors, including general economic conditions and the Group's financial condition, performance and prospects, as well as recommendations of securities analysts. As a result, there can be no assurance that an active trading market for the Notes will develop or, if one does develop, that it will be maintained. Illiquidity may have a severely adverse effect on the market value of the Notes.

***Fluctuations in exchange rates may adversely affect the value of Notes.***

The Issuer will pay principal and interest on the Notes in the Specified Currency (as defined in the applicable Final Terms). This presents certain risks relating to currency conversions if a Noteholder's financial activities are denominated principally in a currency or currency unit (the "**Noteholder's Currency**") other than the Specified Currency. These include the risk that there may be a material change in the exchange rate between the Specified Currency and the Noteholder's Currency or that a modification of exchange controls by the applicable authorities with jurisdiction over the Noteholder's Currency will be imposed. The Issuer has no control over the factors that generally affect these risks, such as economic, financial and political events and the supply and demand for the applicable currencies. Moreover, if payments on the Notes are determined by reference to a formula containing a multiplier or leverage factor, the effect of any change in the exchange rates between the applicable currencies will be magnified. In recent years, exchange rates between certain currencies have been volatile and volatility between such currencies or with other currencies may be expected in the future. An appreciation in the value of the Noteholder's Currency relative to the Specified Currency would decrease (i) the Noteholder's Currency equivalent yield on the Notes, (ii) the Noteholder's Currency equivalent value of the principal payable on the Notes and (iii) the Noteholder's Currency equivalent market value of the Notes. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, Noteholders may receive less interest or principal than expected, or no interest or principal.

***Credit ratings may not reflect all risks.***

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will not necessarily be the same as the rating(s) assigned to the Issuer from time to time or to other Notes issued under the Programme. In addition, real or anticipated changes in the Issuer's credit ratings or the credit ratings of the Notes will generally affect the market value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under Regulation (EC) No.1060/2009 (as amended) (the "**CRA Regulation**") from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended). Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Furthermore, UK regulated investors are subject to similar restrictions under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA (the "**UK CRA Regulation**"). As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

If the status of the rating agency rating the Notes changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market.

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

Application has been made for the Notes issued under the Programme to be admitted to trading on the regulated market of Euronext Dublin and to be listed in the Official List of Euronext Dublin. However, such listing may not meet the listing requirements established by Italian Legislative Decree No. 239 of 1 April 1996 ("**Decree 239**") and by the Italian tax authorities, which in Circular Letter No. 4/E of 6 March 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 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 per cent. (potentially reduced (generally to a 10 per cent. rate) under certain applicable tax treaties entered into by Italy, subject to timely filing of the required documentation).

***Not all investors in the unlisted Notes will be able to obtain the benefits of the regime under Decree 239.***

Unlisted notes issued by companies other than banks, companies whose shares are traded on a regulated market or multilateral trading facility of an EU or EEA country which is included in the so-called Italian "white list" (as identified currently in Ministerial Decree of 4 September 1996, as subsequently amended and supplemented), and economic public entities transformed in joint-stock companies by virtue of a provision of law, will fall within the scope of Decree 239 only if all the notes are subscribed, held and circulated exclusively by qualified investors as defined under Article 100 of Legislative Decree No. 58 of 24 February 1998 ("**Decree No. 58**"), as amended from time to time. Based on the interpretation of the Italian tax authorities, if some of these unlisted notes are subscribed, held or circulated by investors other than qualified investors, then all the notes shall be outside the scope of Decree 239 (see Circular Letter No. 29/E of 26 September 2014).

***Not all non-Italian investors in the Notes will be able to obtain the benefits of the regime under Decree 239.***

The regime provided by Decree 239 applies if certain procedural requirements are met. There can be no assurance that all non-Italian resident investors will be able to claim the application of the substitute tax exemption regime.

***Notes may be affected by a proposal relating to Financial Transactions Tax ("FTT").***

On 14 February 2013, the European Commission issued proposals, including a draft Directive (the "**Commission's Proposal**") for a financial transaction tax ("**FTT**") to be adopted in certain participating EU member states (including Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia, although Estonia has since stated that it will not participate). The Commission's Proposal is still pending before the Council of the EU and its status is regularly discussed at the European and Financial Affairs Council. Moreover, in the course of 2020, the European Commission brought to the attention of the Council of the EU and the EU Parliament the possibility to propose, by June 2024, the introduction of a reshaped EU FTT as a new EU own resource. The Commission's Proposal has very broad scope and, if introduced in its current

form, could apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating EU member states. As a general rule, it would apply where at least one party is a financial institution and at least one party is established in a participating EU member state. A financial institution may be, or be deemed to be, "established" in a participating EU member state in a broad range of circumstances, including (i) by transacting with a person established in a participating EU member state or (ii) where the financial instrument which is subject to the financial transaction is issued in a participating EU member state.

The FTT may give rise to tax liabilities for the Issuer with respect to certain transactions (including concluding swap transactions and/or purchases of securities (such as authorised investments)) if it is adopted based on the Commission's Proposal. Any such tax liabilities may reduce amounts available to the Issuer to meet its obligations under the Notes and may result in investors receiving less interest or principal than expected. It should also be noted that the FTT could be payable in relation to relevant transactions by investors in respect of the Notes (including secondary market transactions) if the conditions for a charge to arise were satisfied and the FTT were adopted based on the Commission's Proposal. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

The FTT proposal, however, remains subject to negotiations between participating EU member states. It may therefore be amended before any implementation, the timing of which remains unclear. Additional EU member states may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

## INCORPORATION BY REFERENCE

This Offering Circular should be read and construed in conjunction with the sections of the documents incorporated by reference set out in the table below. The following documents which have previously been published and have been filed with Euronext Dublin and the Central Bank, shall be incorporated in, and form part of, this Offering Circular:

(a) the English translation of the audited consolidated annual financial statements of Autostrade Italia as at and for the years ended 31 December 2019 and 2020 with the accompanying notes and auditors' reports (available at: https://www.autostrade.it/documents/10279/4408513/RFA_2019_Gruppo_Autostrade_per_lItalia_Bozza_completa_ING.pdf/9b158be7-6b71-4857-bab0-dd4a9d5b0e97?t=1593165735000 and https://www.autostrade.it/documents/10279/42590885/RFA_ASPI_2020_ENG.pdf/2c87b7ee-ae71-6d09-898e-dbc3896a1536?t=1627466599149), including the information set out at the following pages in particular:

| | As at 31 December | |
|---|---|---|
| | **2019** | **2020** |
| **Audited consolidated annual financial statements of the Issuer** | | |
| Consolidated results of operations | Pages 34 – 38 | Pages 38 – 42 |
| Consolidated financial position | Pages 39 – 44 | Pages 43 – 48 |
| Consolidated cash flow | Pages 45 – 46 | Pages 49 – 50 |
| Reconciliation of the reclassified and statutory financial statements | Pages 47 – 51 | Pages 142 – 146 |
| Risk management | Pages 120 – 123 | Pages 120 – 123 |
| Consolidated statement of financial position | Pages 150-151 | Pages 154-155 |
| Consolidated income statement | Page 152 | Page 156 |
| Consolidated statement of comprehensive income | Page 153 | Page 157 |
| Statement of changes in consolidated equity | Page 154 | Page 158 |
| Consolidated statement of cash flow | Page 155 | Page 159 |
| Additional information on the statement of cash flow | Page 156 | Page 160 |
| Reconciliation of net cash and cash equivalents | Page 156 | Page 160 |
| Notes to the consolidated financial statements | Pages 157-254 | Pages 161-260 |
| Auditors' report | Pages 410-424 | Pages 406-414 |

(b) the English translation of the unaudited condensed interim consolidated financial statements of Autostrade Italia as at and for the six months ended 30 June 2020 and 2021 with the accompanying notes and auditors' reports (available at: https://www.autostrade.it/documents/10279/4408513/Relazione_finanziaria_semestrale_2020_ASPI_en.pdf/b8563bbf-5274-4686-94bb-7336b6653927?t=1599836873000 and https://www.autostrade.it/documents/10279/7727109/Relazione_ASPI_3062021_ENG.pdf/8852c8c0-20a3-8df1-c5ca-d25844a04595?t=1632302584843http://www.autostrade.it/documents/10279/4408513/Relazione+finanziaria+semestrale+al+30+giugno+2016+del+Gruppo+Autostrade+per+l%27Italia_ENG.pdf?s=28), including the information set out at the following pages in particular:

| | As at 30 June | |
|---|---|---|
| | **2020** | **2021** |
| **Unaudited condensed interim consolidated financial statements of the Issuer** | | |
| Consolidated results of operations | Pages 25 – 29 | Pages 25 – 29 |
| Consolidated financial position | Pages 30 – 34 | Pages 30 – 34 |
| Consolidated cash flow | Pages 35 – 36 | Pages 35 – 37 |
| Autostrade per l'Italia risk management | Pages 49 – 51 | Pages 48 – 51 |
| Reconciliation of the reclassified and statutory financial statements | Pages 37 – 41 | Pages 60 – 63 |
| Consolidated statement of financial position | Pages 66 - 67 | Pages 66 – 67 |
| Consolidated income statement | Page 68 | Page 68 |
| Consolidated statement of comprehensive income | Page 69 | Page 69 |
| Statement of changes in consolidated equity | Page 70 | Page 70 |
| Consolidated statement of cash flow | Page 71 | Page 71 |
| Additional information on the statement of cash flow | Page 72 | Page 72 |
| Reconciliation of net cash and cash equivalents | Page 72 | Page 72 |
| Notes to the consolidated financial statements | Pages 73 - 139 | Pages 73 - 135 |
| Auditors' review report | Pages 149-150 | Pages 139 - 140 |

Any information not listed in the cross-reference tables above but included in such documents incorporated by reference in this Offering Circular is either not relevant to investors or is covered elsewhere in this Offering Circular and it is provided for information purposes only.

(c) the English translation of the press release dated 10 November 2021 containing the unaudited condensed consolidated interim results of Autostrade Italia as at and for the nine months ended on 30 September 2021 (the "**Q3 Press Release**") (which is available on the website of the Issuer at: https://comunicati.atlantia.it/NCX-WS/api/bulletin/attachment/23e2abb0-1313-4901-bf59-44cf025109ff/Press%20Release.pdf).

Each document incorporated herein by reference is current only as at the date of such document, and the incorporation by reference herein of such documents shall not create any implication that there has been no change in the affairs of the Issuer or the Group since the date thereof or that the information contained therein is current as at any time subsequent to its date.

Following the publication of this Offering Circular, a supplement may be prepared by the Issuer and approved by the Central Bank in accordance with Article 23 of the Prospectus Regulation. Any statement contained in this Offering Circular or in a document that is incorporated by reference shall be deemed modified or superseded to the extent a statement contained in any subsequent document that is also incorporated by reference modifies or supersedes any such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offering Circular. References to this Offering Circular shall be taken to mean this document.

Copies of the documents incorporated by reference may be inspected, free of charge, at the specified offices of the relevant paying agents, on the website of Euronext Dublin (*https://live.euronext.com/*) and on the Issuer's web site at the links provided above.

## PRESENTATION OF FINANCIAL AND OTHER DATA

### General

Unless otherwise indicated or where the context requires otherwise, references in this Offering Circular to "**euro**" or "**Euro**" or "**€**" are to the single currency of the participating Member States in the Third Stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Union, as amended from time to time.

***Presentation of Financial Information***

Autostrade Italia prepares its financial statements in euro.

Autostrade Italia reports its financial information in accordance with the International Financial Reporting Standards adopted by the European Union ("**IFRS**"), as prescribed by European Union Regulation No. 1606 of 19 July 2002. Autostrade Italia's financial year begins on 1 January and terminates on 31 December of each calendar year. Italian law requires Autostrade Italia to produce annual audited financial statements.

Autostrade Italia became an issuer following its issue of bonds to retail investors in Italy, completed in the first half of 2015. The prospectus for such issue of bonds was approved by CONSOB, the Italian securities market authority.

***Non-IFRS financial measures***

The documents incorporated by reference in this Offering Circular contain references to EBITDA, EBITDA Like-for-Like, EBITDA Margin, EBITDA Margin Like-for-Like, Operating Cash Flow, Operating Cash Flow Margin, Operating Cash Flow Like-for-Like, Operating Cash Flow Like-for-Like Margin, Free Cash Flow and Capital Expenditure. In the Issuer's unaudited consolidated financial statements:

- EBITDA, as defined in the report on operations included in the Group's financial statements, is calculated by deducting all operating costs, with the exception of amortisation, depreciation, impairment losses on assets and reversals of impairment losses, provisions for renewal work and other adjustments, from operating revenue;

- EBITDA Like-for-Like is calculated by adjusting EBITDA by excluding, where present, the impact of: (i) changes in the scope of consolidation; (ii) the difference arisen from the different discount rates applied to the provisions accounted for among the Group's liabilities; and (iii) events and/or transactions not strictly connected with operating activities that have an appreciable influence on amounts for at least one of the comparative periods; in particular, in 2018 the main adjustment was related to the impact of the Polcevera Bridge Collapse (€509 million), in 2019 the main adjustment was related to the provisions set aside by the Issuer in connection with the Settlement Process (€1,500 million), in 2020 the main adjustments were related to (a) impact of the Polcevera Bridge Collapse (€60 million) and (b) the provisions set aside by the Issuer in connection with the Settlement Process (€190 million);

- EBITDA Margin is calculated as the ratio of EBITDA and operating revenues;

- EBITDA Margin Like-for-Like is calculated as the ratio of EBITDA Like - for - Like and operating revenues like-for-like;

- Operating revenues Like-for-Like is calculated as operating revenues less the impacts connected with the Polcevera Bridge Collapse (equal to €7 million in 2018, €19 million in 2019 and €44 million in 2020);

- Operating Cash Flow is calculated as the algebraical sum of the following items: (i) profit/(loss) for the period; (ii) amortisation/depreciation; (iii) impairments/reversals of impairments of assets; (iv) provisions/releases of provisions in excess of requirements and uses of provisions; (v) other adjustments; (vi) financial expenses from discounting of provisions; (vii) share of profit/loss of investees accounted for using the equity method in profit or loss; (viii) losses/ gains on sale of assets; (ix) other non-cash items; and (x) deferred tax assets/liabilities recognised in profit and loss;

- Operating Cash Flow Margin is calculated as the ratio Operating Cash Flow and operating revenues;

- Operating Cash Flow Like-for-Like is calculated by adjusting the Operating Cash Flow by excluding, where present, the impact of: (i) changes in the scope of consolidation, (ii) the difference arisen from the different discount rates applied to the provisions accounted for among the Group's liabilities; and (iii) events and/or transactions not strictly connected with operating activities that have an appreciable influence on amounts for at least one of the comparative periods; in particular, in 2018, 2019 and 2020 the main adjustment was related to the impact of the Morandi Bridge Collapse (€45 million, €234 million and €209 million, respectively);

- Operating Cash Flow Margin Like-for-Like is calculated as the ratio Operating Cash Flow Like-for-Like and operating revenue like-for-like;

- Free Cash Flow is calculated as EBITDA less Capital Expenditure;

- Capital Expenditure is calculated as the sum investment in assets held under concession, in property, plant and equipment and in other intangible assets, as shown in the consolidated statement of cash flows.

Such financial measures are not a measurement of performance under IFRS and should not be considered by prospective investors as an alternative to (a) net profit/(loss) as a measure of the Issuer's operating performance, (b) cash flows from operating, investing and financing activities as a measure of the Issuer's ability to meet its cash needs or (c) any other measure of performance under IFRS.

It should be noted that these non-IFRS financial measure are not recognised as a measure of performance under IFRS and should not be recognised as an alternative to operating income or net income or any other performance measures recognised as being in accordance with IFRS or any other generally accepted accounting principles. These non-IFRS financial measure are used by management to monitor the underlying performance of the business and operations but are not indicative of the historical operating results of the Issuer, nor are they meant to be predictive of future results. Since all companies do not calculate these measures in an identical manner, the Issuer's presentation may not be consistent with similar measures used by other companies. Therefore, undue reliance should not be placed on any such data it should be exercised caution in comparing this data to similar measures used by other companies.

***Rounding***

Certain numerical figures included in this Offering Circular, including financial information and data presented in millions or in thousands, have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

## USE OF PROCEEDS

Unless indicated otherwise in the applicable Final Terms, the net proceeds from each issue of Notes are expected to be applied by the Issuer for the Group's general corporate purposes, including capital expenditures and investments, and may also be used in whole or in part to repay existing indebtedness which may include indebtedness provided by some or all of the Dealers.

## THE ISSUER

### Autostrade Italia

#### *General*

Autostrade Italia was incorporated in Italy on 29 April 2003, as a *società per azioni* (joint stock company) under the laws of Italy for a limited term expiring on 31 December 2050. Autostrade Italia is registered with the *Registro delle Imprese* (Companies' Registry) in Rome under number 07516911000.

Autostrade Italia holds the Autostrade Italia Concession. Autostrade Italia's Memorandum and Articles of Association provide that the principal corporate purpose of Autostrade Italia is to build, manage and maintain motorways, transport infrastructure adjacent to the motorway system, and related activities. For further information on the business activities of Autostrade Italia, see "*Business Description of the Group*".

The activities listed in this article may be carried out both in Italy and abroad, either directly or by the acquisition, at any time, of participations in companies, consortia and associations, even temporary ones. In furtherance of its corporate purpose, Autostrade Italia may carry out any other activity, directly or indirectly, as well as any other commercial or financial transaction, involving rights and liabilities, movable or immovable assets, and issue guarantees, including mortgages, pledges and liens of any nature, for the benefit of companies, consortia and associations in which it holds a stake or which holds a stake in it.

As of 30 June 2021, the authorised and subscribed share capital (*capitale sottoscritto*) of Autostrade Italia is €622,027,000, divided into 622,027,000 fully paid up, registered ordinary shares with a nominal value of €1.00 each. On 12 June 2021, Atlantia, which currently owns 88.06% of Autostrade Italia, entered into a share purchase agreement for the disposal of its entire shareholding held in Autostrade Italia with a consortium comprising CDP Equity S.p.A. (a subsidiary of CDP), The Blackstone Group International Partners LLP and Macquarie European Infrastructure Fund 6 SCSP. For additional information in connection with the Disposal, see "*Shareholders - Disposal of Atlantia's stake in ASPI*".

#### *Registered Office*

The registered office of Autostrade Italia is at Via Alberto Bergamini, 50, 00159 Rome, Italy and its main telephone number is +39 06 43631.

#### *Board of Directors*

Autostrade Italia is administered by a Board of Directors (*Consiglio di Amministrazione*) composed of ten members since 27 January 2020, following the resolution of the shareholders' meeting of the same date to reduce the number of members of the Board of Directors from eleven to ten. The current members of the Board of Directors were elected on 22 November 2019 and will hold office until the shareholders' meeting called for the approval of the financial statements for the year ending 31 December 2021.

The current members of the Board of Directors are as follows:

| Name | Title |
|---|---|
| Giuliano Mari | Chairman |
| Roberto Tomasi | Chief Executive Officer |
| Carlo Bertazzo | Director |
| Massimo Bianchi | Director |
| Elisabetta De Bernardi Di Valserra | Director |
| Roberto Pistorelli | Director |
| Nicola Rossi | Director |
| Antonino Turicchi | Director |
| Hongcheng Li | Director |
| Christoph Holzer | Director |

For the purposes of their function as members of the Board of Directors of Autostrade Italia, the business address of each of the members of the Board of Directors is the registered office of Autostrade Italia (except for Mr. Bertazzo, Mr. Rossi and Mr. Turicchi, whose registered office is Via Tiepolo 19, 31057 Silea (TV), Via Delle Paste 111, 00186 Rome (RM) and Via Giulio Cesare Cordara 4, 00179 Rome (RM), respectively).



11/16/2021 10:00
EMEA 134793387 v12 [134793387_12.docx]

### *Board of Statutory Auditors*

The current Board of Statutory Auditors (*Collegio Sindacale*) of Autostrade Italia was appointed on 15 April 2021, except for Mr. Donato Liguori, who was appointed on 30 April 2021 by the Concession Grantor, in accordance with Autostrade Italia's Memorandum and Articles of Association, and will hold office until the shareholders' meeting called for the purpose of approving Autostrade Italia's financial statements for the year ending 31 December 2023.

The current members of the Board of Statutory Auditors of Autostrade Italia are as follows:

| Name | Title | Business Address |
|---|---|---|
| Giandomenico Genta | Chairman | Rome, Via Vittorio Amedeo II n. 3 |
| Donato Liguori | Auditor | Rome, Via Nomentana n. 2 |
| Roberto Colussi | Auditor | Milan, Via Pontaccio n. 10 |
| Alberto De Nigro | Auditor | Rome, Via dei Bresciani n. 23 |
| Giulia De Martino | Auditor | Rome, Via Archimede n. 44 |
| Francesco Orioli | Alternate Auditor | Rome, Via Savoia n. 37 |
| Lorenzo De Angelis | Alternate Auditor | Genoa, Corso Aurelio Saffi n. 9/7 |

The business address of each of the members of the Board of Statutory Auditors for the purposes of their function as members of the Board of Statutory Auditors is shown in the above table.

### *Conflicts of Interest*

As at the date hereof, the above mentioned members of the board of directors of the Issuer do not have potential conflicts of interests between any duties to the Issuer and their private interests or other duties.

Without prejudice to the above, for the sake of completeness, please note that some of the Directors of the Company hold offices also in other companies of Atlantia Group. See "*Management – Board of Directors – Other offices held by members of the Board of Directors*".

## BUSINESS DESCRIPTION OF THE GROUP

### Business of the Group

The Group is composed primarily of companies which hold concessions for the construction, operation and maintenance of toll motorways (including tunnels, bridges and viaducts) in Italy and other companies which supply services related to its principal motorway activities, including the development, supply and operation of road tolling, equipment and technology and the provision of traffic information services. Autostrade Italia is among the biggest investors in the Italian economy, with a construction and modernisation programme for the motorway network, which at 2,855 km of motorway is the main Italian motorway operator[2].

In 2020, the Group reported total revenue of €3,196.4 million and loss for the period of €408.7 million. In the first six months of 2021, the Group had total revenue of €1,764.3 million compared to €1,328.5 million in the same period of 2020 and profit for the period of €186 million compared to a loss of €479 million in the same period of 2020.

Autostrade Italia holds the Group's primary concession (the "**Autostrade Italia Concession**"), which is governed by the concession agreement entered into on 12 October 2007 (the "**Single Concession Contract**"). The Autostrade Italia Concession and the other concessions for motorways in Italy (each, a "**Concession**" and, collectively, the "**Concessions**") held by subsidiaries of the Group (together with Autostrade Italia, the "**Motorway Companies**") are granted by the MIMS as Concession Grantor pursuant to Law Decree 98 of 6 July 2011. Such concessions were previously granted by ANAS. Subsequently, the relationship has been transferred to the MIMS. See "*Regulatory*". Autostrade Italia operates the largest toll motorway concession in Europe and in Italy, with the highest daily average traffic volumes, the longest toll motorway concession maturity and the highest total revenues, compared to key peers.

Each Concession gives the relevant Motorway Company the right to finance, construct, operate and maintain the relevant motorways (collectively, the Group's networks of motorways in Italy, the "**Italian Group Network**") during the term of the Concessions. The Italian Group Network comprises 3,020 kilometres[3] of motorways in Italy, of which the Autostrade Italia Concession (the "**Autostrade Italia Network**") accounts for 2,855 kilometres or 94.5% of the Italian Group Network. Moreover, the Italian Group Network comprises 350 kilometres of tunnels and 16 toll motorways. Based on historical data of the Issuer, before the spread of the Covid-19 virus and enactment of containment measures, approximately 4 million of users and 2.5 million vehicles used the Italian Group Network on a daily basis. The average age of the Autostrade Italia Network is approximately 50 years. In terms of kilometres, as at 31 December 2020, the Italian Group Network accounted for approximately 50% of the entire Italian toll motorway system and approximately 43% of all motorways in Italy (serving 15 regions and 60 provinces), and, during the year ended 31 December 2020, carried approximately 61% of the total traffic volume on the Italian toll motorway system.

The Group derives approximately 87.3% of its revenue from tolls paid in Italy by users of its network. For the year ended 31 December 2020, revenues from tolls paid in Italy by the users of the Italian Group Network were €2,791 million (including €298 million in Additional Concession Fee – i.e. a fee payable to ANAS, determined on the basis of kilometres travelled on the relevant motorways, recovered by concessionaires through a corresponding tariff increase; for additional information see "*Regulatory – Concessions of the Group's Motorway Companies – The Autostrade Italia Concession – Pass Through Mechanism (Additional Concession Fee)*"), or approximately 85% (excluding consolidated adjustments) of the consolidated revenue of the Group. Toll revenue is a function of traffic volumes and tariffs charged. Tariff rates applied by Italian Concessions are regulated in accordance with Italian laws and the respective Concession contracts. Adjustments in tariff rates for the majority of the Group's Concessions are made on an annual basis and determined in accordance with their respective concession contracts. See "*Regulatory — Concessions of the Group's Motorway Companies — the Autostrade Italia Concession — Tariff Rates*".

---

2 Source: AISCAT: "Summary of Italian motorway network under concession as of 31 December 2020" ("*Quadro riassuntivo della rete autostradale in concessione al 31.12.2020*").

3 On 31 December 2012, the Autostrade Meridionali Concession expired, but upon request of the Concession Grantor, Autostrade Meridionali is carrying on the ordinary management of the relevant Concession whilst awaiting the transfer of the Concession to a new operator.

The Italian Group Network also includes 218 service areas, where petrol stations, shops and restaurants are located. These service areas are operated by third parties pursuant to subcontracts granted to them by the Group. After toll revenue, royalties paid to the Group by such third-party subcontractors, together with sales or leasing of automated toll collection technologies (and related services), fees from motorway-related services and contract works to third parties, account for substantially all of the remaining revenue of the Group. See "— *Service Areas*".

In the context of the acceleration of Autostrade Italia Network's maintenance programmes and further impetus for investment in major works and modernisation of such network, Autostrade Italia plans to invest a further €15.4 billion throughout the period 2020-2038, *provided that* it has already invested approximately €13.2 billion as of December 2020. This capital expenditures plan consisting of €14.1 billion of new investments is included in the proposed EFP submitted to the MIMS on 5 November 2021, which remains subject to the approval of the Concession Grantor and the Italian Inter-Ministerial Committee for Economic Planning and Sustainable Development (*Comitato Interministeriale per la Programmazione Economica e lo Sviluppo Sostenibile*) (for additional information, see "*Recent Developments – Settlement Agreement, EFP and Addendum*") and represents a transformational plan in terms of operating excellence, quality standard and engineering best practices. A further €1.3 billion may be invested, in accordance with the content of the amended EFP and if requested by the Concession Grantor, in additional modernisation projects (including barriers and other minor investments) of interest to the Concession Grantor, which Autostrade Italia would include among its investment commitments from 2025. In particular, the main components of such programmes, *inter alia*, are: (i) the Genoa By-Pass (*Gronda di Genova*), such project totalling 31% of the capital expenditure plan for the period 2020-2038; (ii) widening, upgrade and modernisation of the network, accounting for 20% of the capital expenditure plan for the period 2020-2038; (iii) the Bologna By-pass, accounting for 5% of the capital expenditure plan for the period 2020-2038; (iv) widening of the lane, accounting for 18% of the capital expenditure plan for the period 2020-2038; and (iv) other investments on the toll motorway infrastructure, accounting for 26% of the capital expenditure plan for the period 2020-2038. Moreover, Autostrade Italia's maintenance plan consists of more than €7 billion of expenditures (including additional costs for the demolition, reconstruction and other additional costs related to the Polcevera bridge of €583 million, of which €546 million already executed as of 30 September 2021, and the remaining part to be mainly executed by the end of 2021) for the period 2019-2038, aimed at increasing the quality of standards of the Autostrade Italia Network and adopting a more rigorous approach for the surveillance of its network.

Autostrade Italia has increased its expenditure in maintenance, safety and traffic plans on the Italian Group Network during the period 2018-2020, investing €303 million, €397 million[4] and €723 million, respectively. Maintenance costs are expected to further increase reaching approximately €500 million *per annum* in the period 2020-2024.

All of the Concessions held by the Motorway Companies are set to expire between 2038 and 2050. The Autostrade Italia Concession, which contributed 78% and 66% (in each case excluding consolidated adjustments) of the Group's revenue in 2020 and for the six months ended 30 June 2021. See "*Regulatory — Concessions of the Group's Motorway Companies — The Autostrade Italia Concession*". Following the Polcevera Bridge Collapse, the Italian Government initiated a procedure for the assessment of a serious breach of the Single Concession Contract, which could have ultimately led to the revocation of the Autostrade Italia Concession; on 14 October 2021, the Issuer and the Concession Grantor entered into the Settlement Agreement, providing for the closure of the Procedure. For additional information, see "*— Recent Developments*", "*Risk Factors – Risks and uncertainties related to the going concern basis of the Issuer and the Group*" and "*Risk Factors – The Group is dependent on Concessions, and in particular the Autostrade Italia Concession, which account for substantially all of the Group's revenues*". Each Concession provides that, upon its expiry, the toll motorways and the related infrastructure are to return to the Concession Grantor, or, in the case of the Mont Blanc Tunnel (as defined below), to the Italian and the French Governments, in a good state of repair and condition subject in some cases to the payment of compensation by the Concession Grantor. The Autostrade Meridionali Concession expired on 31 December 2012, but upon request of the Concession Grantor, Autostrade Meridionali is carrying on the ordinary management of the relevant Concession whilst awaiting the transfer of the Concession to a new operator. On 4 February 2020, the MIMS announced that the concession for the A3 Napoli-Pompei-Salerno motorway was provisionally awarded to the SIS consortium, subject to satisfaction of

[4] For the year ended 31 December 2019, maintenance expenditure does not include €226 million in costs relating to reconstruction of the Polcevera bridge.

certain requirements. Autostrade Meridionali challenged the MIMS's decision before the Regional Administrative Court of Campania; however, on 21 October 2020, the court rejected Autostrade Meridionali's claim and, therefore, maintained the legitimacy of the definitive awarding to the awarded bidder. The Court decision has been appealed before the Council of State. For additional information, see "*— Legal Proceedings — Concession for the A3 Naples-Pompei-Salerno motorway*".

Upon conclusion of the public tender procedure, Autostrade Meridionali will receive a payment from the new concessionaire, pursuant to the relevant concession agreement, up to €410 million. The determination of the termination payment is subject to the valuation of the completed works carried out by Autostrade Meridionali, in respect of which legal proceedings are ongoing. See "*– Legal Proceedings – Concession for the A3 Naples-Pompei-Salerno motorway*" and "*Regulatory*".

In addition, the Group carries out certain additional services linked to its core activities, such as the design, construction and maintenance of infrastructures (mainly through Tecne Gruppo Autostrade per l'Italia S.p.A. and Pavimental S.p.A.), the provision of digital mobility and sustainable mobility services (mainly through Autostrade Tech S.p.A. and Free To X S.r.l.) and other ancillary services. For additional information, see " – *Other Business Activities*".

In the first half of 2021, the Group had an average workforce of 8,622 employees, compared to 6,427 employees for the first half of 2020. The increase is mainly due to the consolidation of Pavimental and the start of operations of Tecne.

**Introduction**

***History***

Until May 2007, the Issuer's parent company Atlantia was named Autostrade S.p.A. ("**Autostrade**"). Autostrade was incorporated as a *società per azioni* (joint stock company) under the laws of Italy in September 1950 by IRI (Institute for Industrial Reconstruction (Istituto per la Ricostruzione Industriale)) in order to participate in Italy's post-war reconstruction with other large industrial groups. In April 1956, Autostrade was granted its original concession. The concession gave Autostrade the right to construct, operate and maintain the A1 (*Autostrada del Sole*) between Milan and Naples, which opened in 1964. Subsequent renewals of, and concession deeds auxiliary to, the original concession were granted in 1962 and 1968, which increased the length of the network and the adjacent service areas under the control of Autostrade.

A new concession agreement was signed in 1997; this agreement established the extension of the concession from 2018 to 2038 and the commitment to build the Variante di Valico (doubling of the motorway section between Bologna and Florence).

In 1999, Autostrade was privatised and the IRI Group was replaced as major shareholder by a stable core of private shareholders, united by the company Società Schemaventotto S.p.A. which held 30% of shares. The remaining 70% was listed on the Italian Stock Exchange.

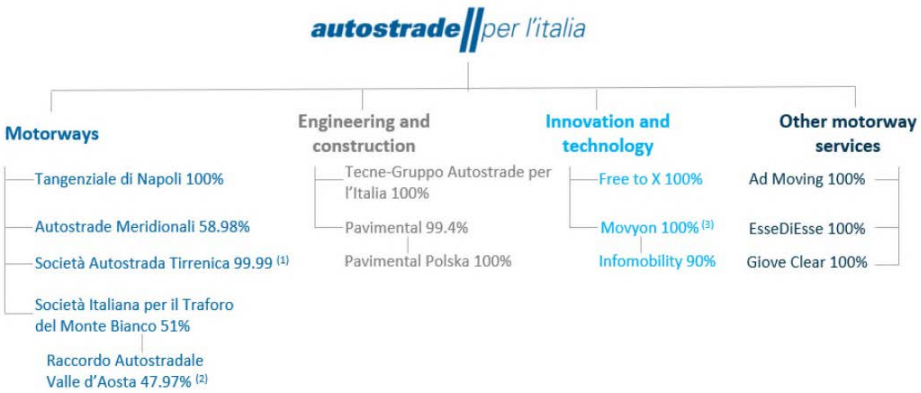
The Group was reorganised in 2003 in order to separate motorway concession operations from unrelated activities and Autostrade Italia, a wholly owned subsidiary of Autostrade S.p.A. (now Atlantia), was established.

As of the date of this Offering Circular, Autostrade Italia operates 2,855 km of toll motorways in Italy and its Italian subsidiaries manage further 165 km of toll roads under five different concession contracts.

During 2020 and 2021, Autostrade Italia has established and acquired new subsidiaries focusing on acitivities linked to the core business of the Group: engineering and design will be the main focus of Tecne Gruppo Autostrade per l'Italia, which will carry out a central role in the Group's investment and maintenance plan. To increase synergies on this front, Autostrade Italia has acquired control of Pavimental S.p.A. from Atlantia, whose mission will be increasingly focused on the construction of complex infrastructures using sustainable materials and techniques. Particular attention has been paid to the world of sustainability and the digital revolution, starting with Autostrade Tech, the Group's technology-focused subsidiary. Digital mobility services will be the core business of Autostrade Tech, which will offer solutions and technologies to the main players in the sector of the infrastructures or to public administrations faced with the challenge of managing new sustainable mobility needs. Finally, Free To X S.r.l. ("**Free To X**") will enable the Group to change the car

travel experience, offering Autostrade Italia's customers value-added services such as electric car charging and up-to-date travel forecasts with dynamic time-based pricing in case of construction sites.

The following chart sets forth the ownership structure of the principal companies within the Group as at 30 June 2021.




(1) The percentage shown refers to the total number of shares held by the Issuer in the share capital of Società Autostrada Tirrenica.
(2) The percentage shown refers to the interest in terms of the total number of shares in issue, whilst the interest in ordinary voting shares is 58.00%.
(3) Autostrade Tech S.p.A. currently operates under the trade name "Movyion". Autostrade Tech is in the process of changing its company name to Movyon S.p.A.

***Strategy***

On 16 January 2020, the Board of Directors of Autostrade Italia approved a strategic transformation plan, containing the guidelines on which the Issuer intends to base its business model, services and core values, with the aim of achieving a radical transformation (the "**Transformation Plan**"). The Transformation Plan sets out all the strategic steps that Autostrade Italia has begun to implement and intends to continue with in the next four years, representing a major commitment in terms of human and financial resources.

From an operational viewpoint, the Transformation Plan is made up of projects and initiatives falling within the scope of seven key pillars:

- **promotion of core values**: competence, integrity, transparency, responsibility;
- **360° safety culture**: implementing safety measures on roads, at construction sites and at places of work;
- **operational excellence**: ensuring the highest quality standards throughout the value chain, from planning to the execution of work on the network;
- **technological innovation and digitalisation**: developing information systems that will enable the Group to constantly keep pace with the highest technological standards in order to optimise operations, support improvements to internal processes and measure their performance securely, continuously and in a structured way;
- **putting customers first**: adopting a series of initiatives designed to improve customers experience before and during their trip and when stopping at service areas;
- **sustainable mobility for the future**: aiming at creating a "green infrastructure", through the development of smart roads, efforts to reduce the environmental impact and ongoing materials innovation and research;
- **development of people**: investing in talent and developing human capital represent key drivers for the Transformation Plan.

The Transformation Plan also aims to launch a deep assessment and renovation of key strategic network assets, including repairs to motorway surfaces, over 500 interventions on main bridges and viaducts and 130 works on overpasses.

**Business of the Group**

The following tables provide a breakdown of Group revenue by area of activity for the years ended 31 December 2019 and 2020 and for the six months ended 30 June 2020 and 2021.

| | Year ended 31 December | | | |
|---|---|---|---|---|
| | 2019 | | 2020 | |
| | *Audited (€ in millions)* | *% of Group Revenue* | *Audited (€ in millions)* | *% of Group Revenue* |
| Motorway Activities[(1)] | 3,690.3 | 87.2 | 2,791.3 | 87.3 |
| Service Areas[(2)] | 171.8 | 4.1 | 84.5 | 2.6 |
| Other Business Activities[(3)] | 369.0 | 8.7 | 320.6 | 10.1 |
| **Total** | **4,231.1** | **100.0** | **3,196.4** | **100.0** |

| | Six months ended 30 June | | | |
|---|---|---|---|---|
| | 2020 | | 2021 | |
| | *Unaudited (€ in millions)* | *% of Group Revenue* | *Unaudited (€ in millions)* | *% of Group Revenue* |
| Motorway Activities[(1)] | 1,167.0 | 87.8 | 1,442.3 | 81.7 |
| Service Areas[(2)] | 30.2 | 2.3 | 64.4 | 3.6 |
| Other Business Activities[(3)] | 131.3 | 9.9 | 257.6 | 14.6 |
| **Total** | **1,328.5** | **100.0** | **1,764.3** | **100.0** |

(1) Revenues from motorway activities are composed of toll revenue. The Additional Concession Fee for the years ended 31 December 2019 and 31 December 2020 recognised as Group revenue was equal to €384.9 million and €298.2million, respectively. The Additional Concession Fee for the six months ended 30 June 2020 and 30 June 2021 recognised as Group revenue was equal to €123.7 million and €153.5 million, respectively.

(2) Revenues from service areas are composed of service area royalties from subcontracts for Oil and Non-Oil services.

(3) Revenues from other business activities are composed of contract revenue, other sales and service revenues (relating to the sale of technology devices and services, advertising, maintenance, reimbursements, lease rentals and damages received), other non-recurring income and revenue from construction services.

The following table provides a breakdown of Group EBITDA, EBITDA Like-for-Like, EBITDA Margin, EBITDA Margin Like-for-Like, Operating Cash Flow, Operating Cash Flow Like-for-Like, Operating Cash Flow Margin Like-for-Like and Free Cash Flow for the years ended 31 December 2018, 2019 and 2020.

| | As of 31 December | | |
|---|---|---|---|
| | 2018 | 2019 | 2020 |
| | *(in € Bn, except for margins which are expressed in %)* | | |
| EBITDA | 1,991 | 710 | 629 |
| EBITDA Like-for-Like[(1)] | 2,478 | 2,231 | 947 |
| EBITDA Margin | 49.7% | 17.4% | 20.7% |
| EBITDA Margin Like-for-Like | 61.8% | 54.9% | 30.8% |
| Operating Cash Flow | 1,710 | 1,436 | 517 |
| Operating Cash Flow Like-for-Like[(1)] | 1,753 | 1,703 | 728 |
| Operating Cash Flow Margin | 42.7% | 35.2% | 17.1% |
| Operating Cash Flow Like-for-Like Margin | 43.7% | 41.9% | 23.7% |
| Free Cash Flow | 1,398 | 1,651 | 243 |

(1) The charts below show the reconciliation of (i) EBITDA Like-for-Like to EBITDA and (ii) Operating Cash Flow Like-for-Like to Operating Cash Flow:

| | As of 31 December | | |
|---|---|---|---|
| | 2018 | 2019 | 2020 |
| | | *(in € million)* | |
| EBITDA | 1,991 | 710 | 629 |
| Impact connected with the Polcevera Bridge Collapse[(a)] | 509 | -1 | 60 |
| Provisions in connection with the Settlement Process[(b)] | - | 1,500 | 190 |
| Changes in scope of consolidation[(c)] | - | - | 2 |
| Differences in discount rates applied to provisions[(d)] | -22 | 22 | 66 |
| EBITDA Like-for-Like | 2,478 | 2,231 | 947 |

| | As of 31 December | | |
|---|---|---|---|
| | 2018 | 2019 | 2020 |
| | | *(in € million)* | |
| Operating Cash Flow | 1,710 | 1,436 | 517 |
| Change in scope of consolidation[(c)] | - | - | 2 |
| Impact connected with the Polcevera Bridge Collapse[(a)] | 45 | 234 | 209 |
| Change in discount rate applied to provisions[(d)] | -2 | 1 | - |
| 3.5% IRES surtax on motorway operators[(e)] | - | 32 | - |
| Operating Cash Flow Like-for-Like | 1,753 | 1,703 | 728 |

(a) The item represents the after-tax impact on the income statement and on operating cash flow of (i) reductions in toll revenue, (ii) payments made at the request of the Special Commissioner for Genoa in relation to reconstruction of the Polcevera road bridge, and (iii) the compensation paid to victims' families and the injured, to cover legal expenses and to fund the financial support provided to small businesses and firms.

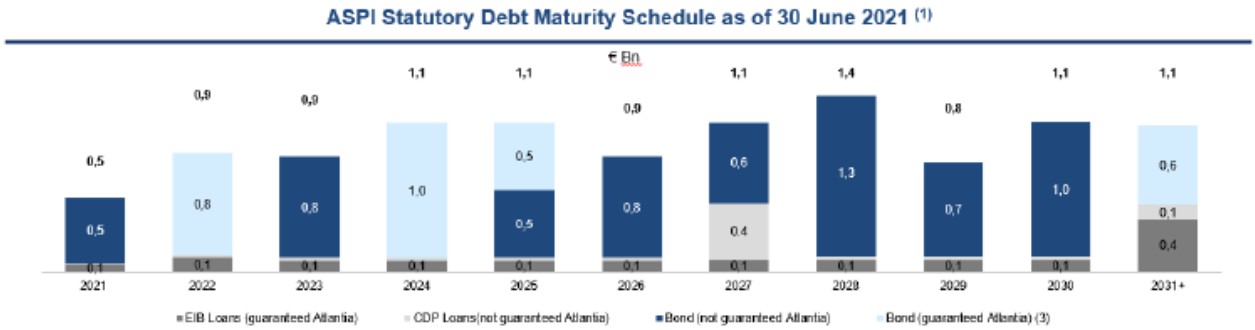
(b) The item represents the impact on the income statement of the estimated additional costs to be incurred in relation to the then ongoing talks with the Italian Government and the MIMS aimed at resolving the dispute between the parties, compared with the provisions already made as at the previous reference date.

(c) The item represents the contribution of Tecne Gruppo Autostrade per l'Italia S.p.A. in 2020.

(d) The item represents the after-tax impact of the difference in the discount rates applied to the provisions accounted for among the Group's liabilities.

(e) The item represents the overall impact linked to the increase in the then current tax expense and reassessment of the deferred tax assets and liabilities of operators resulting from the IRES surtax introduced with effect from 2019.

The following chart provides the Autostrade Italia maturity schedule in respect of its indebtedness represented by bank loans and bond issuances as of 30 June 2021.




(1) The downgrade of the credit ratings to sub-investment grade suffered by ASPI, could trigger, as a potential effect, the request from the EIB and the CDP of the early repayment of loans to ASPI.

(2) After cross-currency hedging for GBP and JPY denominated bonds.

## Motorway Activities

The Group derives the predominant part of its revenue from its motorway activities, primarily through collection of tolls in Italy. Toll revenue is a function of traffic volumes and tariffs charged. Revenue attributable to the Group's toll revenue accounted for 87.3% of the Group's revenue in the year ended 31 December 2020. For the six months ended 30 June 2021, the Group generated total toll revenues of €1,442.3 million (amounting to 81.7% of total Group revenue) compared to €1,167 million in the same period of 2020, representing 87.8% of total Group revenue. The increase in revenues in the first half of 2021 is due to a slight loosening during that period of the restrictions to the movements imposed by the Italian Government to address the effect of the Covid-19 pandemic. For additional information on the impact of the Covid-19 pandemic on the Group's operations, see "– *Recent Developments*".

### *Italian Motorway Activities*

Road transportation plays a leading role in meeting the demand for transportation in Italy. Based on information available from the Italian Ministry of Infrastructure and Transport[5], in 2020 transportation by road comprised

5 Source: Ministry of Infrastructure and Transport: "*Conto Nazionale delle Infrastrutture e dei Trasporti 2019 – 2020*".

56.46% of the total traffic of goods and 94.34% of total passenger traffic in Italy. The passenger traffic share has been substantially stable for the past five years while traffic goods share has slowly decreased in the same period. As at 31 December 2019, Italian toll and non-toll motorways, including tunnels, bridges and viaducts (the "**Italian Motorway Network**"), consisted of 6,977 kilometres of motorways, 6,027 kilometres of which were toll motorways operated by motorway concessionaires. The Group manages a total of 3,020 kilometres of the Italian Motorway Network, of which 2,855 kilometres are managed by Autostrade Italia (representing 94.5% of the Italian Group Network) and approximately 165 kilometres are managed by the other Motorway Companies of the Italian Group Network. The remaining 3,957 kilometres of the Italian Motorway Network are managed partly by other motorway concessionaires (3,017.9 kilometres) and partly by ANAS (939.1 kilometres of non-toll motorways) directly.

For a discussion on the competition between the Group and third-party toll roads and State-run motorways, as well as alternative modes of transportation, see "*— Competition*".

Autostrade Italia is the main concessionaire of the Group in Italy and exactly operates 2,854.6 km of toll roads. Its concession will expire in 2038. Autostrade Italia in turn controls the following Italian concessionaries:

- **Società Italiana per Azioni per il Traforo del Monte Bianco** which operates 5.8 km of the Italian stretch of the tunnel. The Concession will expire in 2050.
- **Raccordo Autostradale Valle d'Aosta**, which holds a Concession of 32.3 km for the operation of the highway connecting Aosta to Mont Blanc. The Concession will expire in 2032.
- **Tangenziale di Napoli**, which operates the ring road serving the metropolitan area of Naples, a concession of 20.2 km. The Concession will expire in 2037.
- **Autostrade Meridionali**, which operates the Concession of 51.6 km for the operation of the Naples-Pompei-Salerno highway. The Concession expired in 2012 and Autostrade Meridionali is operating the Concession pending its handover to the new operator. For additional information on the status of the concession, see "*— Legal Proceedings — Concession for the A3 Naples-Pompei-Salerno motorway*" below.
- **Autostrada Tirrenica S.p.A. (SAT)**, which holds the Concession for the A12 Livorno–Civitavecchia motorway (total originally planned extension of 242 km, of which 54.8 km already in operation). The Concession will expire in 2046, although Italian law No. 8/2020 introduced a provision shortening the SAT concession period from 2046 to 2028. However, such provision is subject to ongoing litigation and, once determined, will need to be reflected in the relevant single concession contract, which currently stipulates that the Concession expires in 2046. For additional information on the status of the Concession, see "*Business Description of the Group – Litigation Autostrada Tirrenica – judgment of the Court of Justice of 18 September 2019 and art. 35 of the Milleproroghe Decree*".

For additional information on the Concessions, see "*Regulatory*".

**Service Areas**

As at 30 June 2021, there are 218 service areas along the Italian Group Network, 204 of which are located on the network managed by Autostrade Italia. All service areas include full-service petrol stations ("**Oil**" services), and most include self-service mini-markets and offerings of food and beverages ("**Non-Oil**" services). Some service areas include additional accessory services, such as pet parks, play parks, repair garages, shops and information services (Hi-point, wi-fi). Service areas managed by Autostrade Italia are located, on average, at intervals of 28 kilometres along the Italian Group Network.

The Group does not directly manage any of the service areas, but instead grants subcontracts (each a "**Subcontract**" and together the "**Subcontracts**") to third parties (the "**Subcontractors**") for the management of various services in the service areas, with durations of 5-18 years, not automatically renewable. The Italian Motorway Companies are required to pay an annual fee derived from any subconcessions or subcontracts to the Concession Grantor. The royalties due under the Subcontracts are composed of a fixed rate and a variable rate, which is calculated based on the Subcontractor's revenue (based on determined components for Non-Oil services and litres of petrol supplied for Oil services).

Generally, the Subcontracts grant to each Subcontractor the right to perform one or more services in one or more service areas. Pursuant to the Subcontracts, the Subcontractor is typically required to build the structures necessary to provide the service and, subsequently, to manage and maintain those services either directly or through management contracts with third parties.

Independent appraiser Roland Berger Strategy Consultants currently conducts the bid process for the Group's food, beverage and mini-market Subcontracts. See "*— Regulatory — Subcontracts for Services on the Motorways*". Autostrade Italia monitors the quality of service provided by Subcontractors through regular inspections by an external specialised company. In addition, the Concession Grantor and Italian consumer associations periodically verify services offered. For contracts entered into after 1 January 2009, prices are monitored by an external specialised company both for Oil and Non-Oil operators.

Upon the expiry of a Subcontract, the land on which the service area is located and the buildings and infrastructure built by the Subcontractor must, in instances where the Group owns the land, be returned to the Group in a good state and condition with no compensation to the Subcontractor. In relation to service areas built on land owned by Subcontractors, upon the expiry of the Subcontract, the right of access to the motorway shall be subject to renegotiation. Under a Subcontract, the Subcontractor typically undertakes to pay to the relevant Motorway Subsidiary a percentage of the revenues, in the form of a royalty, generated from sales for both restaurants/shops and petrol services, based upon a relevant fixed component. The Group monitors the quality of the services offered by the Subcontractors at the service areas through periodic inspections of such areas.

Upon the expiry of a Subcontract, a new Subcontract may be granted only upon competitive bidding procedures in accordance with the Single Concession Contract and, with respect to food, beverage and mini-market Subcontracts, in accordance with the Anti-Trust Decision (as defined below).

Subcontracts for 80 restaurants and 83 petrol stations were renewed in 2008. 18 oil service, 5 food service and 11 combined service concessions were renewed by Autostrade Italia in 2018. See "*— Regulatory — Subcontracts for Services on the Motorways*".

Autostrade Italia introduced a series of measures to support Subcontractors, with the aim of (i) mitigating the negative impact on their businesses of the Covid-19 emergency, which led to a material reduction in customers as a result of the containment measures adopted by the Italian Government, and (ii) continuing to guarantee the quality of the services provided to motorway users, given the obligations imposed on the operators in accordance with the applicable laws and regulations. The measures include the suspension of all fees due to the Group between March and May 2020 and the application of variable royalties in derogation from the mechanisms provided for in existing agreements, with differing levels of royalty charged depending on the volume of sales in June 2020. In addition, the Group had a sharp decline in revenue from sub-concessions, primarily as a result of reduced royalties from motorway service areas linked to the decline in traffic and the suspension of royalty payments in order to support oil and food service providers during the lockdown linked to the Covid-19 health emergency.

The table below sets forth the total consolidated income from service areas at the Group in Italy derived from royalty payments from the Subcontractors, divided into major product and service lines, for the two years ended 31 December 2019 and 31 December 2020 and the six months ended 30 June 2020 and 2021.

| | Year ended 31 December | | Six months ended 30 June | |
|---|---|---|---|---|
| | **2019** | **2020** | **2020** | **2021** |
| | | *Unaudited (€ in millions)* | | |
| *Group royalties in Italy, of which* | | | | |
| Petrol sales and car services | 68.9 | 41.3 | 12.9 | 29.1 |
| Food and beverages and sales of goods | 100.4 | 41.0 | 16.6 | 34.2 |
| **Total Autostrade Italia royalties** | **169.3** | **82.3** | **29.5** | **63.4** |
| Other Italian Motorway Companies royalties | 2.5 | 2.2 | 0.7 | 1.0 |
| **Total Group Royalties in Italy** | **171.8** | **84.5** | **30.2** | **64.4** |

As at 30 June 2021, the largest food, beverage and retail Subcontractor of the Group was Autogrill, with 91 food service and 9 oil service concessions for service areas along the Italian Group Network. Autogrill is controlled by Edizione S.r.l., an investment company controlled by the Benetton family. See "*Shareholders*". Pursuant to the Anti-Trust Decision (as defined below), so long as Edizione is

its majority shareholder, Autogrill may not hold more than 72% of the Group's food, beverage and retail Subcontracts. See "— *Regulatory — Subcontracts for Services on the Motorways*".

**Other Business Activities**

In recent years, the Group has developed businesses that are related to its core toll motorway business. In particular, the Group currently provides the following services to Group companies as well as third parties:

(a) **engineering and construction**, which includes the activities involved in the design, construction and maintenance of infrastructures;

(b) **technology and innovation**, which includes the activities linked to (i) the creation of new free flow tolling platforms, (ii) the installation of digital infrastructures for smart roads and service areas, (iii) the development of an innovative system for the monitoring of infrastructures, and (iv) the services related to sustainable mobility;

(c) **other services**: they mainly include the service activities of Essediesse, Ad Moving and Giove Clear towards the other companies of the Group.

***Engineering and Construction***

*Tecne Gruppo Autostrade per l'Italia S.p.A.*

Tecne Gruppo Autostrade per l'Italia S.p.A. ("**Tecne**") is a wholly owned subsidiary of Autostrade Italia established in 2020. Its main purpose is to carry out the central coordination role in the network modernisation and digital infrastructure investments in the Italian Group Network. In particular, Tecne is entrusted with engineering services, such as the design, project management and control of the works financed by the Issuer's capital expenditure and maintenance plan, in conjunction with Autostrade Tech S.p.A., which will provide advanced technological solutions in order to digitise engineering processes, and with the local area offices.

*Pavimental S.p.A.*

Pavimental S.p.A. ("**Pavimental**") is a company 99.4% owned by Autostrade Italia. Pavimental, previously controlled by Atlantia, became a subsidiary of Autostrade Italia in January 2021, following a reorganisation pursuant to which Autostrade Italia increased its shareholding from 20% to 99.4%.

Pavimental is an integrated construction and maintenance operator which focuses on the application of sustainable technologies and construction practices, adopting the "circular economy" best practices. Pavimental has a central role in the realisation of major works and in the maintenance and modernisation of the Italian motorway network.

*Pavimental Polska Sp.Zo.O*

Pavimental Polska Sp.Zo.O was acquired by Autostrade Italia in January 2021, together with Pavimental S.p.A.

***Innovation and Technology***

*Free To X S.r.l.*

Free To X is a wholly owned subsidiary of Autostrade Italia established in January 2021. Free To X is a company dedicated to the development of advanced services for travellers, such as dynamic tariff management in the event of delays due to construction sites and sustainable mobility.

The company's has started its operations in order to create the most extensive network of high-voltage charging stations for electric vehicles on the Italian motorway network. Free To X plans to install between four and six multi-client recharging stations in each of the main 67 service areas located on the Autostrade Italia Network; such recharging stations will allow fast recharging of electric vehicles, allowing long-distance journeys with electric vehicles in the same time as a traditional internal combustion engine vehicles. The installation of the recharging stations started in early 2021 and in May 2021 the first two recharging stations for electric vehicles became operational on the motorway A1 in the service areas of Secchia Ovest and Flaminia Est. Free To X will manage the installation of the network of recharging stations, as well as all customer-traveller management systems.

*Autostrade Tech S.p.A. (Movyon)*

Autostrade Tech S.p.A. ("**Autostrade Tech**" or "**Movyon**") is wholly owned by Autostrade Italia. Autostrade Tech develops, supplies and operates integrated road tolling, charging, control and monitoring systems for urban areas, car parks and interports in Italy and around the world. The company's technology enables the user to determine the itinerary of vehicles and calculate the applicable toll, and monitor road conditions on high traffic networks. In 2020, Autostrade Italia has launched an ambitious growth and development plan for Autostrade Tech with the aim of strengthening its role as the Group's centre for research and development as well as exploit opportunities to expand its business. Expansion will initially focus on sectors closely related to Movyon's core business (tolling systems, onboard units, infrastructure monitoring, value added traffic management systems and services), before gradually diversifying into less familiar markets (such as smart and green cities, connected cars, logistics). This process will include the development of major partnerships involving start-ups and other innovation incubators.

The change of Autostrade Tech S.p.A.'s company name of into "Movyon S.p.A." is expected to occur in 2022.

*Infomobility S.r.l.*

At the end of March 2021, Autostrade Tech acquired 90% of the share capital of Infomobility S.r.l., a company 90% controlled by Autostrade Tech, specialises in infomobility, hardware and software related to the automotive world.

***Other Services***

***Giove Clear S.r.l.***

Giove Clear S.r.l. ("**Giove**") is a wholly owned subsidiary of Autostrade Italia established in 2007 to provide cleaning services to the service areas of the Italian Group Network without awarding these contracts to third parties. During 2012, Tirreno Clear S.r.l., a wholly owned company of Autostrade Italia also providing cleaning services, was merged with and into Giove.

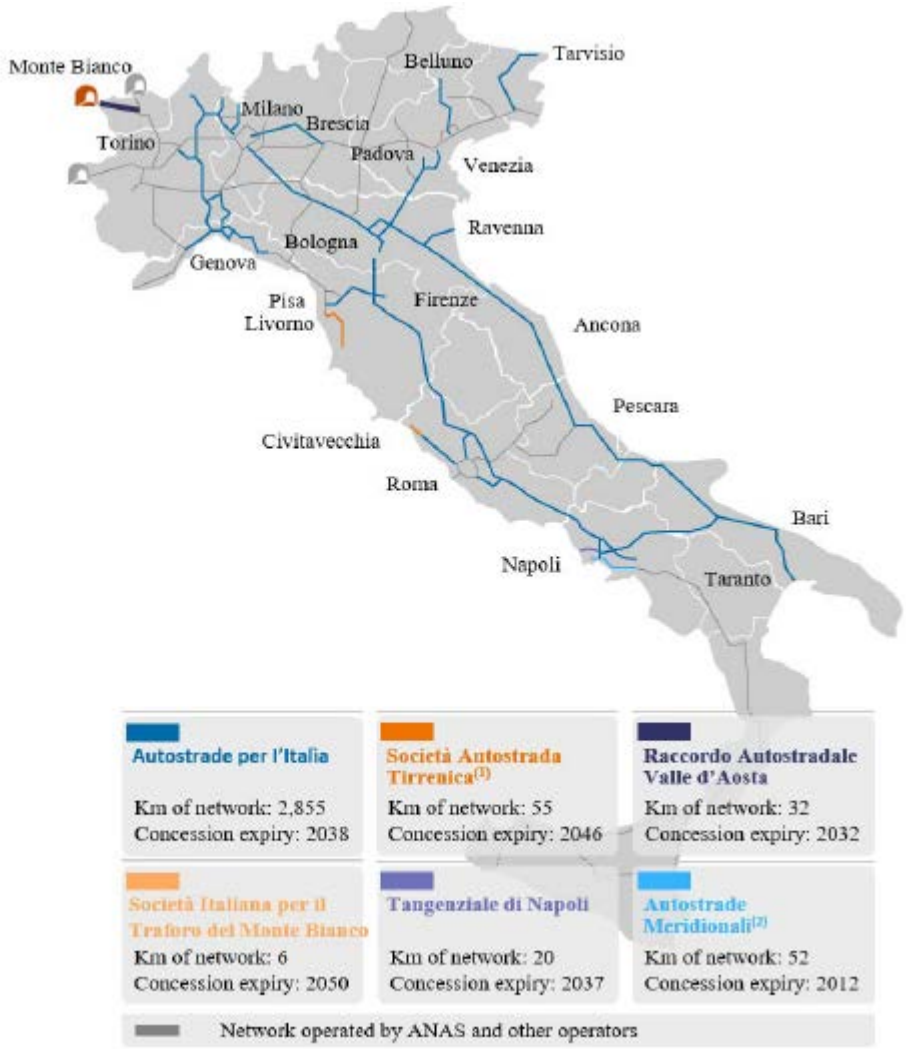
***EsseDiEsse Società di Servizi S.p.A.***

EsseDiEsse Società di Servizi S.p.A. is a wholly owned subsidiary of Autostrade Italia established in 2003 to offer the following services: (i) administrative-accounting; (ii) tax; (iii) debt collection and customer assistance; (iv) personnel administration and employee services; and (v) real estate and general services.

***AD Moving S.p.A.***

AD Movings S.p.A. is a wholly owned subsidiary of Autostrade Italia established in 2005 to sell advertising spaces and services and manage events at service areas.

**The Italian Group Network**




(1) Italian Law Decree no. 162 of 2019 converted into Italian law No. 8/2020 introduced a provision shortening the SAT concession period from 2046 to 2028 and which, by repealing certain provisions of Italian law no. 531 of 1982, limited the concession granted to SAT to the management of the sections of the A12 Livorno-Grosseto-Civitavecchia motorway open to the traffic as at the date of entry into force of the law of conversion itself; to this purpose the law provides for the revision of the concession agreement with the MIMS which is currently pending. However, such provision is subject to ongoing litigation and will have to be reflected in the relevant single concession contract which currently stipulates that the Concession expires in 2046. See "*Business Description of the Group – Litigation Autostrada Tirrenica – judgment of the Court of Justice of 18 September 2019 and art. 35 of the Milleproroghe Decree*" and "*Regulatory - Concessions of the Group's Motorway Companies*".

(2) The Concession held by Autostrade Meridionali expired in 2012 and Autostrade Meridionali is operating the Concession pending its handover to the new operator. For additional information on the status of the concession, see "*— Legal Proceedings — Concession for the A3 Naples-Pompei-Salerno motorway*" below.

The Italian Group Network is the largest concessionaire network in Italy in terms of length, constituting 43% of the Italian motorway system and 50% of the Italian toll motorway system as at 31 December 2020.

Traffic on the Italian Group Network in 2020 decreased by 27.1% compared with the previous year. The number of kilometres travelled by vehicles with "2 axles" is down by 30.3%, whilst the figure for those with "3 or more axles" is down by 6.4%. In fact, in 2020 traffic was significantly impacted by the progressive introduction of restrictions on movement linked to the spread of Covid-19 in Italy. For additional information, see "*— Traffic*" and "*— Recent Developments*" and "*Risk Factors — Risks Relating to the Business of the Group — The Covid-19 virus health emergency has had, and may continue to have in the future, a significant impact on the Group's toll revenues and other operating income and on the Issuer's ability to generate sufficient cash from the collection of tolls.*"

Concessions for the Italian Group Network are held by Autostrade Italia and the following other Motorway Companies: Mont Blanc Tunnel, Raccordo Autostradale Valle d'Aosta, Tangenziale di Napoli, Società Autostrada Tirrenica and Autostrade Meridionali. The Group also holds minority interests in companies which have been recently awarded concessions to operate toll motorways in Italy.

The two principal motorways of the Italian Group Network are the A1 Milan-Naples motorway and the A14 Bologna-Taranto motorway, which constitute approximately 53% of the total length of the Italian Group Network. These motorways are main arteries of the Italian motorway system, connecting northern and southern Italy. The other motorways that form the Italian Group Network permit access to the interior of Italy as well as to certain international connections.

As at 31 December 2020, the Italian Group Network comprises 21 toll motorway segments, the majority of which run across highly developed areas within Italy characterised by strong industrial presence with a network of infrastructure which favours economic development, and where the Group believes the highest portion of Italy's gross domestic product is generated.

The Italian Group Network's junctions with other motorways and roadways are located in areas designed to provide adequate access to the Italian Group Network, as well as to ordinary non-toll roads and other transportation networks. The Italian Group Network also comprises 271 toll stations and 218 service areas, where petrol stations, shops and restaurants are located. See "*— Service Areas*".

The Italian Group Network is also directly linked to the Italian motorways operated and managed by non-Group motorway concessionaires. See "*Business Description of the Group — Motorways Activities — Italian Motorway Activities*". This network also comprises three international toll tunnels (Mont Blanc, S. Bernard and Frejus) for a total length of 25.4 kilometres. The Italian Group Network controls four of the eight motorways that are connected to other European motorways through the Alps, including the Mont Blanc Tunnel.

The table below sets forth a list of the toll motorways included in the Italian Group Network, the length of each of these motorways in operation and the portion of each of these motorways having three or more lanes, as at 31 December 2020.

| Concessionaire | Motorway | In Operation | Portion Having At Least Three Lanes |
|---|---|---|---|
| | | *(in kilometres)* | |
| **Autostrade Italia** | A1 Milan-Naples (Autostrada del Sole)(1) | 803.5 | 564.8 |
| | A4 Milan-Brescia | 93.5 | 93.5 |
| | A7 Genoa-Serravalle | 50.0 | — |
| | A8/9 Milan-lakes | 77.7 | 52.2 |
| | A8/A26 link road | 24.0 | 11.0 |
| | A10 Genoa-Savona | 45.5 | 16.4 |
| | A11 Florence-Pisa North | 81.7 | — |
| | A12 Genoa-Sestri Levante | 48.7 | — |
| | A12 Rome-Civitavecchia | 65.4 | — |
| | A13 Bologna-Padua(2) | 127.3 | — |
| | A14 Bologna-Taranto(3) | 781.4 | 277.8 |
| | A16 Naples-Canosa | 172.3 | — |
| | A23 Udine-Tarvisio | 101.2 | 6.0 |
| | A26 Genoa-Gravellona Toce(4) | 244.9 | 129.0 |
| | A27 Mestre-Belluno | 82.2 | 41.2 |
| | A30 Caserta-Salerno | 55.3 | 55.3 |
| | **Total Autostrade Italia Network** | **2,854.6** | **1,264.7** |
| **Mont Blanc Tunnel** | T1 Mont Blanc Tunnel | 5.8 | — |
| **Raccordo Autostradale Valle d'Aosta** | A5 Aosta-Mont Blanc | 32.3 | — |
| **Tangenziale di Napoli** | Naples ring-road | 20.2 | 20.2 |
| **Autostrade Meridionali(5)** | A3 Naples-Salerno | 51.6 | 22.3 |
| **Società Autostrada Tirrenica(6)** | A12 Livorno-Civitavecchia | 54.8 | — |
| | **Total** | **164.1** | **42.5** |
| | **Total Italian Group Network** | **3,018.7** | **1,307.2** |

(1) Including connections to the Rome North and the Rome South exits.
(2) Including the connection to Ferrara and the branch to Padua South.
(3) Including the branch to Ravenna, the Casalecchio stretch and the Bari branch road.
(4) Including connections between Bettolle and Predosa and between Stroppiana and Santhia.
(5) The Autostrade Meridionali Concession expired on 31 December 2012, but upon request of the Concession Grantor, Autostrade Meridionali is carrying on the ordinary management of the relevant Concession whilst awaiting the transfer of the Concession to a new operator.
(6) Italian Law Decree no. 162 of 2019 converted into Italian law No. 8/2020 introduced a provision shortening the SAT concession period from 2046 to 2028 and which, by repealing certain provisions of Italian law no. 531 of 1982, limited the concession granted to SAT to the management of the sections of the A12 Livorno-Grosseto-Civitavecchia motorway open to the traffic as at the date of entry into force of the law of conversion itself; to this purpose the law provides for the revision of the concession agreement with the MIMS which is currently pending. However, such provision is subject to ongoing litigation and will have to be reflected in the relevant single concession contract which currently stipulates that the Concession expires in 2046. See "*Business Description of the Group – Litigation Autostrada Tirrenica – judgment of the Court of Justice of 18 September 2019 and art. 35 of the Milleproroghe Decree*" and "*Regulatory - Concessions of the Group's Motorway Companies*".

## Traffic

Traffic during 2020 was significantly impacted by the progressive introduction of restrictions on movement linked to the spread of Covid-19 in Italy starting from the last week in February 2020 and which have, in different forms, continued to apply throughout 2020 and at the beginning of 2021. See *Risk Factors — Risks Relating to the Business of the Group — The Covid-19 virus health emergency has had, and may continue to have in the future, a significant impact on the Group's toll revenues and other operating income and on the Issuer's ability to generate sufficient cash from the collection of tolls.*" While the lifting of containment measures during the summer resulted in a recovery of road traffic on the Italian Motorway Network, the new restrictions applied in the fourth quarter of 2020 resulted in a new decline in traffic volumes. During the first half of 2021, traffic on the motorway network operated by Autostrade Italia and its Group has increased by approximately 25.0% compared with the same period of 2020, thanks also to the loosening during the course of 2021 of the restrictive measures to the movements adopted by the Italian Government. However, the traffic volume during this period is still lower compared to the volume of the traffic of 2019 prior to the spread of

Covid-19 (decrease by 22.2% compared with the first half of 2019). See also "– *Recent Developments*" for a detailed analysis of traffic since January 2021. The increase primarily regarded the number of kilometres travelled by light vehicles (2 axles), which has increased by 26.6%, whilst the increase in the number of kilometres travelled for heavy vehicles (three or more axles) is 18.6%.

The table below sets forth traffic volumes (measured by the number of kilometres travelled) on the Italian Group Network for vehicles with two axles and vehicles with three or more axles, and the percentage variation from year to year for each of the foregoing categories, for the first six months ended 30 June 2021, showing changes as compared to traffic volumes registered in the same period of 2020.

| | **Kilometres Travelled [(1)]** | | | **Changes (%)** | | | **Average Daily Traffic[(2)]** |
|---|---|---|---|---|---|---|---|
| | **Vehicles with 2 axles** | **Vehicles with 3 or more axles** | **Total** | **vs 1st half 2020** | **vs 1st half 2019** | | **—** |
| | | | | *(in millions)* | | | |
| Autostrade Italia | 14,152.2 | 3,520.5 | 17,672.8 | 25.2 | (22.4) | | 34,204 |
| Autostrade Meridionali | 666.1 | 14.4 | 680.5 | 25.1 | (18.5) | | 72,864 |
| Tangenziale Napoli | 357.8 | 6.2 | 364.0 | 16.8 | (22.5) | | 99,555 |
| Autostrada Tirrenica | 94.0 | 11.7 | 105.6 | 35.7 | (17.9) | | 12,852 |
| Raccordo Autostradale Valle d'Aosta | 23.6 | 10.2 | 33.8 | (2.9) | (36.3) | | 5,832 |
| Società Italiana per il Traforo del Monte Bianco | 1.3 | 1.8 | 3.0 | (3.7) | (42.8) | | 2,898 |
| **Total Italian Motorway Companies** | **15,294.9** | **3,564.8** | **18,859.7** | **(25.0)** | **(-22.2)** | | **34,622** |

(1) Figures represesented in millions of kilometres travelled, rounded at the first decimal place. The half-year performance includes the leap-year effect, equal to 0.7%.

(2) ATVD - Average theoretical vehicles per day, equal to number of kilometres travelled/journey length/number of days.

In 2020, based on preliminary data the Group recorded a -27.1% reduction in traffic on the Italian Group Network (-30.5% for vehicles with two axles and -6.4% for vehicles with three or more axles).

The table below sets forth traffic volumes on the Italian Group Network for the two years ended 31 December 2019 and 2020.

| Company | Motorway | Year ended 31 December 2019 | Year ended 31 December 2020 | Changes versus December 2019 (%) |
|---|---|---|---|---|
| | | *(in millions of kilometres)* | | — |
| **Autostrade Italia** | A1 Milan-Naples | 18,697.5 | 13,978.1 | (25.2) |
| | A4 Milan-Brescia | 3,767.2 | 2,634.3 | (30.1) |
| | A7 Genoa-Serravalle | 596.4 | 418.6 | (29.8) |
| | A8/9 Milan-Lakes | 2,551.6 | 1,697.8 | (33.5) |
| | A8/A26 branch motorway | 513.1 | 362.5 | (29.4) |
| | A10 Genoa-Savona | 765.4 | 540.4 | (29.4) |
| | A11 Florence-Coast | 1,566.2 | 1,117.1 | (28.7) |
| | A12 Genoa-Sestri Levante | 819.8 | 570.9 | (30.4) |
| | A12 Rome-Civitavecchia | 659.9 | 501.2 | (24.0) |
| | A13 Bologna-Padua | 2,078.2 | 1,488.9 | (28.4) |
| | A14 Bologna-Taranto | 10,562.5 | 7,828.5 | (25.9) |
| | A16 Naples-Canosa | 1,390.4 | 988.1 | (28.9) |
| | A23 Udine-Tarvisio | 596.1 | 399.3 | (33.0) |
| | A26 Genoa-Gravellona Toce | 2,070.7 | 1,374.2 | (33.6) |
| | A27 Venice-Belluno | 793.1 | 599.7 | (24.4) |
| | A30 Caserta-Salerno | 887.1 | 700.6 | (21.0) |
| | Mestre By-Pass | 47.2 | 33.0 | (30.1) |
| | **Total Autostrade Italia** | **48,362.4** | **35,233.4** | **(27.1)** |
| **Mont Blanc Tunnel** | T1 Mont Blanc Tunnel | 11.6 | 7.7 | (33.6) |
| **Raccordo Autostradale Valled'Aosta** | A5 Aosta-Mont Blanc | 115.4 | 83.5 | (27.6) |
| **Tangenziale di Napoli** | Naples ring-road | 922.2 | 692.1 | (25.0) |
| **Autostrade Meridionali** | A3 Naples-Salerno | 1701.9 | 1,231.5 | (27.6) |
| **Società Autostrada Tirrenica[2]** | A12 Livorno-Civitavecchia | 302.4 | 237.4 | (21.5) |
| | **Total Subsidiaries** | **3,053.5** | **2,252.2** | **(26.2)** |
| | **Total Italian Group Network** | **51,415.9** | **37,485.7** | **(27.1)** |

(1) The Autostrade Meridionali Concession expired on 31 December 2012, but upon request of the Concession Grantor, Autostrade Meridionali is carrying on the ordinary management of the relevant Concession whilst awaiting the transfer of the Concession to a new operator.

(2) Italian Law Decree no. 162 of 2019 converted into Italian law No. 8/2020 introduced a provision shortening the SAT concession period from 2046 to 2028 and which, by repealing certain provisions of Italian law no. 531 of 1982, limited the concession granted to SAT to the management of the sections of the A12 Livorno-Grosseto-Civitavecchia motorway open to the traffic as at the date of entry into force of the law of conversion itself; to this purpose the law provides for the revision of the concession agreement with the MIMS which is currently pending. However, such provision is subject to ongoing litigation and will have to be reflected in the relevant single concession contract which currently stipulates that the Concession expires in 2046. See "*Business Description of the Group – Litigation Autostrada Tirrenica – judgment of the Court of Justice of 18 September 2019 and art. 35 of the Milleproroghe Decree*" and "*Regulatory - Concessions of the Group's Motorway Companies*".

The intensity and levels of traffic flows vary across different sections of the Italian Group Network, depending on a number of factors including geography and the presence of industrial activities in which the particular section of motorway is located, which are serviced by infrastructure which facilitate the development of economic activity and the advanced tertiary sector, and the presence of metropolitan areas. The motorways that lead to and from the major urban centres in Italy, including Bologna, Genoa, Florence, Milan, Naples and Rome, experience traffic flows in excess of the average of the Italian Group Network. Moreover, the decrease in fuel prices, recorded in the last few years, had a positive impact on traffic volumes on the Italian Group Network.

During peak periods, on a given day or as a result of seasonal factors, traffic on the Italian Group Network as well as on the majority of Italian motorways managed by concessionaires which are not part of the Group can vary significantly from the averages stated above due to seasonal factors, such as an increase of traffic due to tourism in the summer months and during holidays.

### Toll Collection

Toll revenue constitutes the principal source of the Group's revenue. Toll revenue is a function of traffic volumes and tariffs charged. In general, the toll rates applied to the Italian Group Network are in proportion to

the distance travelled (with the exception of the Mont Blanc tunnel and Autostrade Meridionali, where a fixed toll is charged regardless of the distance travelled), the type of vehicle used and the characteristics of the infrastructure (for example, tolls on mountain motorways, which have greater construction and maintenance costs, are higher than those on level-ground motorways). In compliance with the terms of their single concession agreements, Autostrade Italia and the other Italian Motorway Companies are entitled to vary tariffs based on the vehicle class or time of day. See "*Regulatory*" for further information.

As at 30 June 2021, there were 271 toll stations on the Italian Group Network. The Group is increasing automation of the Italian Group Network in order to shorten payment and waiting times at toll stations and thereby increase traffic flows, as well as to reduce the number of personnel required for toll collection. See "*— Introduction — Strategy*" and "*— Employees*".

Users of the Italian Group Network may choose between a wide range of electronic payment systems or cash, including:

- free flow gates equipped with the Telepass system, a technology through which on-board equipment rented by motorway users communicates via radio signals to Telepass toll booths, allowing non-stop transit and toll collection which is tied to an account holder's current account or credit card;
- Viacard payments, which permit users to charge tolls either through (i) the "Prepaid Viacard" system, whereby users purchase Viacards that contain varying amounts of prepaid credits for the payment of tolls, or (ii) the "Current Account Viacard" or "Viacard Plus", both of which are deferred payment systems in which account holders' current accounts are directly debited on a periodic basis for payment by the account holder for tolls and other services provided in the service areas;
- Fast Pay, which permits toll charges to be debited from personal debit cards;
- credit card payments, which have been accepted on the entire Italian Group Network since 1998; and
- note and coin machines, which accept automated cash toll payments without an attendant.

The Group manages its automated toll booths remotely. Any users, in need of assistance, may call from a toll booth and speak to an operator who can monitor the correct functioning of the relevant toll booth payment equipment.

**Traffic and Motorway Assistance Services**

***Motorway Police***

The Group's motorway management responsibilities include user assistance, which it provides through various agreements with the Italian Ministry of Internal Affairs, whereby the Italian national motorway police monitor the Italian Group Network 24 hours a day and organise emergency assistance in response to any disruption to traffic flows. These agreements also provide that the relevant Motorway Subsidiary is responsible for paying the expenses of the police incurred in connection with the provision of traffic assistance services and providing infrastructure, such as police barracks near the Italian Group Network, and police vehicles. A force of auxiliary traffic personnel also assists the police in monitoring the Italian Group Network, including monitoring traffic, preventing traffic congestion, managing accident scenes where no injuries have occurred and generally supporting motorway police in their activities.

***Traffic Assistance***

In order to facilitate monitoring activities and assistance and to ensure prompt intervention when necessary, the Motorway Companies use radio equipment to link their motorway operations centers to remote traffic, weather and toll collection monitoring units as well as distress call points for motorway users. Distress call points are located at intervals (approximately one to two kilometres) along the Italian Group Network. Information and user assistance, such as Telepass and Viacard sales and servicing, toll payment assistance and road related assistance, are also provided through the 64 "*Blue Point Centres*" located along the Italian Group Network, as well as through the Group website.

***Assistance and Recovery Services; First Aid Services***

Assistance and recovery services are provided by third parties, including Europ Assistance—VAI, ACI - Automobile Club d'Italia (the Italian Motor Club), ESA and AXA. The Group's motorway operations centers directly link a motorway user calling from a distress call unit on the motorway to the nearest assistance and recovery service provider. At certain times of the year when there is heavy traffic, temporary assistance stations, manned by both emergency service crews and emergency volunteers, are set up along the Italian Group Network. In situations where fire or accidents involving hazardous materials occur on the Italian Group Network, the Group's radio link is used to contact fire and rescue services.

***Accidents***

Since 1999, the death accident rate in Italian Group Network has been reduced by two-thirds. In 2020, the death rate (calculated as the number of fatalities per 100 million kilometres travelled) was 0.21, with a decrease compared to 2019 when the rate was 0.27. Approximately 165 specific initiatives were implemented during 2020, to add to the over 2,400 such initiatives carried out from 2002. The improvement was also achieved thanks to deployment of the "Tutor" system for measuring average speeds in a determined section of the toll road, in addition to the continuous improvement of quality standards and specific infrastructure and operational measures. These include the introduction of new specific guidelines and information campaigns designed to raise safety awareness among road users.

***Customer Service***

The Group uses numerical quality indices to measure the quality of service that the Group provides to its customers based on (i) accident rates, (ii) waiting times and number of vehicles at toll stations, (iii) a measurement of traffic congestion on the motorway stretches based on waiting times and number of vehicles, and (iv) a measurement of the quality of services provided to customers in service areas. The Group believes the quality indices establish an objective and transparent method of determining the quality of service it provides. The Group also sets targets for certain employees and incentivises them by paying bonuses if such targets are achieved. The Group has a customer charter, which includes a number of initiatives for the benefit of motorway users including undertakings, to the extent practicable, to maintain emergency, traffic monitoring and related motorway services, to consider suggestions made by motorway users and to provide technologically advanced services to motorway users in order to increase efficiency and the level of service provided.

***The Autostrade Italia Investment Plan***

*The Single Concession Contract*

The Single Concession Contract of Autostrade Italia unified the previous concession agreements relating to the Autostrade Italia Concession, including the concession agreement entered into with ANAS in 1997, providing for a detailed investment plan (the "**1997 Investment Plan**") and a series of supplementary addenda, the most significant of which was entered into in 2002 (the "**2002 Supplementary Agreement**") including further investments (the "**2002 Investment Plan**"). The Single Concession Contract, signed in 2007, confirmed the 1997 Investment Plan and the 2002 Investment Plan and provided for further investment (the "**2007 Investment Plan**").

Moreover, in accordance with the proposed EFP submitted to the Concession Grantor on 5 November 2021 following the entry into the Settlement Agreement (which remains subject to the approval of the Concession Grantor), Autostrade Italia plans to carry out a €14.1 billion (including costs for the reconstruction of the Polcevera bridge) capital expenditure plan from 2020 to the expiration of the Autostrade Italia Concession, set at 2038. A further €1.3 billion may be invested, in accordance with such EFP (which is subject to the approval of the Concession Grantor) and if requested by the Concession Grantor, in additional modernisation projects (including barriers and other minor investments) of interest to the Concession Grantor, which Autostrade Italia would include among its investment commitments from 2025.

*Major Projects under the 1997 Investment Plan*

As at 31 December 2020, 89% of the projects being carried out under the 1997 Investment Plan had been completed.

The most significant projects which have been completed under the 1997 Investment Plan include the improvement of the Bologna-Florence motorway and in particular, the Variante di Valico in the La Quercia-Aglio section. Variante di Valico was opened to traffic in December 2015.

In the course of 2020 also the upgrading of the third lane of the A1 motorway has been carried out in the segment included between Barberino and Firenze Nord and in the segment included between Firenze Sud and Incisa. Among the activities completed, the most significant one in the context of the enhancement of the A1 motorway in the segment Barberino–Firenze Nord, there was the excavation of the Santa Lucia natural tunnel, long about 8 kilometres, which is the natural continuation of the Variante di Valico. The works for the excavation of the tunnel, started on 26 April 2017, have been completed on 8 June 2020.

The total value of the works of the 1997 Investment Plan is estimated to be approximately €7.3 billion, while the total length of the sections is 232 kilometres. Delays in project completion have been primarily due to delays in obtaining certain regulatory approvals and overcoming certain opposition relating to the environmental impact at the planning stage. See "*Risk Factors — Risks Relating to the Business of the Group*". As of 31 December 2020, Autostrade Italia had completed work worth over €6.5 billion, and about 199 kilometres were opened to traffic.

Under the Single Concession Contract, Autostrade Italia has assumed the obligation to bear all cost overruns necessary to complete the investments that remain to be completed under the 1997 Investment Plan. See "*Risk Factors – Risks Relating to the Business of the Group – The Group may not be able to implement the investment plans required under the Single Concession Contract within the timeframe and budget anticipated and the Group may not be able to recoup certain cost overruns*.", and "*Regulatory – The Autostrade Italia Concession – Investments and Cost Overruns*".

*Other Projects under the 1997 Investment Plan*

In addition to the major works listed above, the Single Concession Contract also provides for a total amount of approximately €2 billion to be invested through 2038 in respect of additional works for enhancements on the Autostrade Italia Network, better identified under the Single Concession Contract.

*Major Projects under the 2002 Investment Plan*

In 2002, Autostrade Italia agreed to carry out certain works for the improvement and widening of certain stretches of the network. The 2002 Supplementary Agreement became effective in June 2004 and the Single Concession Contract executed in 2007 confirmed these commitments of Autostrade Italia. See "*— Regulatory — The Autostrade Italia Concession*".

As at 31 December 2020, 45% of the projects being carried out under the 2002 Investment Plan had been completed.

Pursuant to the Single Concession Contract, once the Concession Grantor has approved a final project Autostrade Italia assumes the obligation to complete the investment and is liable for cost overruns in excess of the Approved Investment Amount (as defined below), subject to certain exceptions. See "*— Regulatory — The Autostrade Italia Concession — Investments and Cost Overruns*". The 2002 Supplementary Agreement provides for specific tariff increases to enable Autostrade Italia to recover capital expenditures for required investments undertaken pursuant to such agreement. See "*— Regulatory — The Autostrade Italia Concession — Tariff Rates*".

The 2002 Investment Plan is designed to upgrade approximately 275 km of the network near several large metropolitan areas (Milan, Genoa, Rome) and along the Adriatic ridge. Some of the main works regard the Rimini Nord – Porto S. Elpidio section of the A14 motorway (155 kilometres), and the Lainate- Como Grandate section of the A9 motorway (23 kilometres), both opened to traffic. The 2002 Investment Plan also provides for other works such as exits and interchanges along the motorway network and implementation of the tunnel safety plan.

As of 31 December 2020 the investments provided in the 2002 Investment Plan amount to a total of approximately €8.6 billion, including €4.3 billion for the Genoa bypass. As of 31 December 2020, work progress shows that investments of €4.0 billion have been made, and that 233 kilometres of motorway sections have been opened to traffic.

*Investments under the 2007 Investment Plan*

Pursuant to the Single Concession Contract, Autostrade Italia has committed to invest approximately €1.2 billion (including the investments subject to tariffs) to complete the noise reduction plan, which involves installing noise reduction barriers on 1,000 kilometres of its network (the "**Noise Reduction Plan**"). Autostrade Italia is obliged to complete the investment and is liable for cost overruns in excess of the Approved Investment Amount (as defined below), subject to certain exceptions. See "*— Regulatory — The Autostrade Italia Concession — Investments and Cost Overruns*".

According to the first addendum to the Single Concession Contract signed in 2013, about the 70% of the interventions must be approved by the Concession Grantor and cost variances could be included in tariff increases through the "K factor". As of 31 December 2020, € 0.1 billion has been invested for this program. The 2007 Single Concession Agreement also introduced a commitment to implement a preliminary plan to upgrade 325 km of its network by adding additional lanes, for estimated €5 billion. In this respect, 13 relevant sections have been selected based on traffic forecasts and the need to ensure adequate sufficient capacity and service levels by 2020. Recently, Autostrade Italia and the Concession Grantor updated their analyses in relation to the works, prioritizing seven sections, for an overall 154 km of network enlargement, for which a positive cost-benefit ratio was evidenced. At the date of this Offering Circular, the expected value of these projects is € 2.4 billion.

Once the preliminary design is approved, the authority is entitled to ask Autostrade Italia to develop the final design and environmental impact report. The Concession Grantor may also request individual works to be added to Autostrade Italia's investment commitments. In this case, the Single Concession Contract provides for tariff increases to enable Autostrade Italia to recover capital expenditures for required investments undertaken pursuant to such agreement. See "*— Regulatory — The Autostrade Italia Concession — Tariff Rates*".

Once local authorities and the Concession Grantor have approved a formal project, Autostrade Italia and the Concession Grantor will enter into an addendum to the Single Concession Contract that will determine the tariff remuneration for those investments. Under such new agreement Autostrade Italia will assume the obligation to complete the investment and will be liable for cost overruns in excess of the Approved Investment Amount (as defined below), subject to certain exceptions.

If there is no agreement on the additional investment commitments, Autostrade Italia shall not receive any compensation for the costs incurred in connection with the preliminary design. See "*— Regulatory — The Autostrade Italia Concession — Investments and Cost Overruns*".

As of the date of this Offering Circular, the final design of four of the seven prioritised projects have been sent to the Concession Grantor for approval. The value of these projects is expected to be equal to €1.5 billion.

On 22 February 2018, a second addendum to the Single Concession Contract was signed (the "**Second Addendum**"). The Second Addendum involves a projected expenditure of up to approximately €158 million, of which approximately €3 million has already been disbursed for design works, and the remaining €155 million will be paid to ANAS, which is the entity in charge of carrying out the works and operating the infrastructure. The Second Addendum replaces two previous addendum, which were signed on 10 December 2015 and 10 July 2017 and for which the approval process was never completed.

*Major Projects of other Italian Motorway Companies*

Autostrade Meridionali, Raccordo Autostradale Valle d'Aosta and SAT have completed their planned investment in major works under their respective Concession Agreements.

In 2020, in connection with major projects of other Motorway Companies the other Italian subsidiaries made investments of approximately €7 million, compared to approximately €11 million in 2019.

The table below sets forth a summary of investments made in the years ended 2019 and 2020 by the Group:

| | 2020 | 2019 | Change vs 2019 |
|---|---|---|---|
| | *Unaudited (€ in millions, except percentages)* | | |
| Works under the 1997 Investment Plan | 120 | 214 | (43.9)% |
| Works under the 2002 Investment Plan | 119 | 98 | 21.4% |
| Investments in major projects – Italian Concessionaires | 7 | 11 | (36.4)% |
| Other investments and charges capitalised (personnel, maintenance, and other) | 270 | 194 | 39.2% |
| **Investments in motorway infrastructure** | **516** | **517** | **(0.2)%** |
| Purchases of intangible assets | 37 | 22 | 68.2% |
| Purchases of property, plant and equipment | 22 | 20 | 10% |
| **Total investments in operating assets** | **575** | **559** | **2.9%** |

## Maintenance Costs

The Group's maintenance activities are focused on maintaining adequate levels of safety and the proper functioning of the motorways, paving surfaces, bridges, tunnels, viaducts and drainage systems while complying with current and expected environmental laws. The Group believes that monitoring of its motorways is important in order to adequately maintain its infrastructure.

The Group divides maintenance activities into four categories: recurring maintenance, functional maintenance, paving and non-recurring maintenance. Non-recurring and recurring maintenance are presently performed by third parties chosen pursuant to public tender procedures, except that paving activities are performed by Pavimental.

Autostrade Italia has significantly changed the procedures for carrying out surveillance of the network, with the aim of adopting a more rigorous approach and relying on external engineering expertise available on the market. The Issuer has broken off relations with SPEA Engineering S.p.A., a subsidiary of Atlantia to which the Group outsourced the oversight and monitoring of the maintenance of a large portion of significant bridges, tunnels, viaducts and other infrastructure on the Italian Group Network, as regards statutory inspections of the network, with monitoring carried out by a temporary consortium consisting of Proger S.p.A., Bureau Veritas Nexta S.r.l., Tecno Piemonte S.p.A. and Tecno Lab S.r.l., chosen after a public tender. The consortium will provide this service until a contract for this type of activity has been awarded following a European tender process.

The new approach to the surveillance of network infrastructure is focused on planning, resulting in a faster performance of work as well as increasing of costs for the maintenance programme for the period 2019-2024 totalling €1.2 billion, as set out in the EFP which is subject to approval by the Concession Grantor.

The new approach has been reflected also on the monitoring and surveillance of tunnels. Following the incident that took place in the Bertè tunnel on the A26 on 30 December 2019 (see "– *Legal Proceedings*" below), Autostrade Italia has reached agreement with the Concession Grantor on an inspection programme designed to carry out detailed surveys of all the tunnels on the network, extending for a total of approximately 354 km.

The following table illustrates Group maintenance expenditures in Italy for maintenance costs for each of the two years ended 31 December 2019 and 2020.

| | Year ended 31 December[(1)] | |
|---|---|---|
| | 2019 | 2020 |
| | *Unaudited (€ in millions)* | |
| Recurring | 106 | 213 |
| Functional | 39 | 33 |
| Paving | 114 | 152 |
| Non-recurring | 104 | 284 |
| **Total** | **363** | **682** |

(1) Maintenance data does not include the cost related to the demolition, reconstruction and other additional costs for the Polcevera bridge.

### *Non-Recurring Maintenance*

Non-recurring maintenance consists mainly of repair of motorway infrastructure and is carried out on a regular basis on the bridges, tunnels, viaducts and overpasses of the Italian Group Network with the aim of avoiding

deterioration and maintaining the efficiency of such structures. Non-recurring maintenance includes major motorway reconstruction projects that involve the rebuilding of certain discrete sections of the Italian Group Network that have been destroyed or made uneven by wear and tear, landslides or other natural phenomena, such as inclement weather conditions. The rebuilding or additional reinforcement of embankments as protection against landslides and other natural phenomena and drainage projects are also included in non-recurring maintenance.

***Paving***

With respect to paving, the Group annually tests the motorways' smoothness and adherence, or "grip", and periodically examines the actual condition and wear of the roadway and the roadway's capacity to withstand weight. Draining pavement has been laid throughout Autostrade Italia Network, with the exception of roads liable to ice over, tunnels and roads where high traction paving has been laid or sections where major works are due to take place or are in progress. In its monitoring activities, particular attention is paid to reviewing new paving works in order to assure that the quality standards set by the Group are met. After conducting such monitoring activities, in Italy the Group instructs Pavimental to conduct the necessary repairs or plan future paving works as appropriate. In addition, the price-cap mechanism takes into account the quality of motorway paving and the Single Concession Contract sets certain annual objectives with respect to such paving.

***Recurring Maintenance***

Recurring maintenance activities include the cleaning of ditches, landscaping, lawn mowing, general cleaning projects and the reconstruction of road signs, as well as minor repairs of structures such as crash barriers that have been damaged by accidents. Also included in recurring maintenance activities is the maintenance of the buildings located on the Italian Group Network, including those structures located at exit junctions, and treatment of the roads to counter ice and snow and other adverse weather conditions.

**Research and Development**

The Group's research and development activities focus on all aspects of the toll motorway business and, in particular, on noise pollution, maintenance and toll collection technology. Group' total expenditure on innovation, research and development in 2020 amounted to approximately €19 million, an increase of €6 million compared with 2019. This sum represents the total amount spent by the Group on research and development, including operating costs, staff costs and capital expenditure.

Research and development is conducted in connection with numerous projects, some of which are co-financed at the European or Italian level, and include: production of a multi-lane electronic toll system, in conformity with European legislation; a European satellite system study, particularly the European Galileo project; integrated toll collection systems including multi-technology devices for vehicles; development of innovative systems for the real-time gathering and processing of traffic data; econometric models to long-term traffic forecasts; development of innovative technologies supporting vehicle to vehicle and vehicle to infrastructure communications to disseminate traffic information; study on the use of wind power for motorways; new innovative safety and noise level systems (noise walls and safety barriers); development of information systems to support the Noise Reduction Plan; study of new technologies for eco-compatible pavement laying and maintenance; applicability and effectiveness of reinforced fibre composites for use in bridge roadway paving; integrated systems for managing fixed transport infrastructure; techniques and methods for monitoring and maintaining fixed infrastructure; and the implementation of a control system designed to optimise the management of tunnel systems in relation to traffic conditions and the behaviour of road users.

**Environmental**

Autostrade Italia's activities have an environmental impact, and the awareness that this impact must be addressed has gradually resulted in the increasing adoption of policies, procedures, technical and organizational solutions and instruments aimed at analyzing and regulating aspects linked to the environment and local problems from the outset. This approach entails taking account of environmental elements such as water, green spaces, land, air, flora, fauna, climatic factors and the landscape, tangible assets and cultural heritage. Autostrade Italia's activities are characterised by specific processes focusing on "environmental management", which have been integrated into its operations. Repercussions for the ecosystem are examined and assessed starting from the design stage. They are then monitored and managed during construction, management and

operation of the motorway network. Autostrade Italia is focused on reducing its environmental footprint and is fully committed to improving environmental compatibility, streamlining energy consumption (*e.g.* by developing renewable sources and extending LED lighting on the network) and tackling climate changes (*e.g.* by reducing direct and direct CO2 emissions).

**Intellectual Property**

The Group holds Italian and European patents relating to a number of its technologies. The Group also has some Italian and European trademarks.

**Employees**

As at 30 June 2021, the Group had an average of 8.622 full-time and part-time employees, in increase compared to the average workforce of 6,427 as at 30 June 2020.

Management believes that industrial relations within the Group have been characterised by a willingness to collaborate and to avoid conflicts, and strikes in recent years have been rare. The Group is subject to an industry-wide collective bargaining agreement covering motorway concessionaires which has been in effect since 1962. The principal terms of the collective bargaining agreement are typically renegotiated every three years. The prior collective bargaining agreement expired on 31 December 2009 and was renewed on 4 August 2011. Further to its expiry, on 31 December 2012, new collective bargaining agreements were signed on 1 August 2013 and 29 July 2016, respectively. On 16 December 2019, the collective bargaining agreement currently in force was signed.

**Competition**

The Group faces limited competition from third-party concessionaires and State-run motorways as well as competition from alternate forms of transportation. See "*Risk Factors – Competition from the development or improvement of alternative motorway stretches or networks or of alternative means of transportation, including high speed rail networks, may decrease traffic volumes on the Italian Group Network or limit the Group's ability to expand the Italian Group Network, thereby adversely affecting the Group's revenues and growth*". In Italy, the Group, which holds concessions for approximately 50% of the toll motorways in Italy, is the largest motorway operator, while the second largest motorway operator is the Gavio group (which comprises Autostrade Torino Milano and SIAS), which holds concessions for approximately 17% of the toll motorways in Italy[6]. The Group believes competition from toll motorways operated by third-party concessionaires, such as the Gavio group, and State-run motorways is limited because these motorways usually serve origins and destinations which are different from those in the Italian Group Network and, in the limited instances where the Group has direct competition from third-party concessionaires or State-run motorways, the Group believes that its services are attractive to users because of the Italian Group Network's quality of services offered.

The Group regards rail and air travel as the principal alternative modes of transportation to the motorways. However, these alternative modes of transportation provide competition primarily for long distance travel point-to-point or the transport of goods for distances greater than 400 kilometres. Management believes that the flexibility and speed of road transportation and the lack of integration of other forms of transportation are the principal reasons for the continuing popularity of road transportation.

The Group also faces increased competition in its efforts to obtain new concessions. This is due to the European Union legislation which requires all awards of motorway concessions (including renewals of old concessions) to be granted pursuant to an open bid process on a Europe-wide basis. See "*Regulatory – Legislative Decree No. 50/2016 and provisions impacting motorway concessionaires*".

**Insurance**

The Group maintains various insurance policies as protection against certain risks associated with operating and maintaining the Italian Group Network and associated infrastructure as well as activities of its subsidiaries. In addition, each construction company hired by the Group is required under Italian law to have all risks insurance, workers insurance and liability insurance covering all damages to the particular project it is constructing for the

6 Source: AISCAT: "Summary of Italian motorway network under concession as of 31 December 2020" ("*Quadro riassuntivo della rete autostradale in concessione al 31.12.2020*").

Group. The Group's policies, however, do not cover labour unrest, and the Group does not carry business interruption insurance to cover operating losses it may experience, such as reduced toll revenue, resulting from work stoppages, strikes or similar industrial actions. In addition, the Group carries only limited risk and business interruption insurance to cover damages or operating losses resulting from terrorist acts. See "*Risk Factors – The Group may be required to make significant payments for damages and its insurance coverage might not be adequate or available in all circumstances*".

**Properties**

With the exception of certain office buildings in Rome and Florence, which are owned by the Group, most of the real property occupied by the Group's subsidiaries in connection with their activities will revert to the State at the expiry of the relevant Concessions.

**Legal Proceedings**

As part of the ordinary course of its business, companies within the Group are subject to a number of administrative, civil and criminal proceedings relating to the construction, operation and management of the Italian Group Network. As at 30 June 2021, the Group had accrued a € 1,685.5 million[7] provision in its financial statements for litigation. In accruing such amount, which the Issuer believes to be appropriate, the following factors have been taken into account: (i) risks associated with the relevant legal proceeding; and (ii) relevant accounting principles, which require accrual of liabilities for probable and measurable risks. Consistent with accounting principles, no accrual has been made with respect to legal proceedings whose value cannot be determined, or for which the likelihood of an unfavourable outcome is only possible or remote. However, it is not possible to exclude unfavourable outcomes. Notwithstanding the above, the Issuer believes that such legal proceedings will not determine any material adverse effect on its financial statements, for amounts exceeding those allocated in the provisions for litigation, risks and charges in the financial statements as at and for the six months ended 30 June 2021.

A summary of the main legal proceedings involving the Group is set out below. For additional information, see the paragraph entitled "10.7 Significant legal and regulatory events" starting on page 126 of the 2021 Half Year Interim Report (which is incorporated by reference in this Offering Circular) and the paragraph entitled "10.7 Significant legal and regulatory aspects" starting on page 242 of the 2020 Consolidated Financial Statements (which are incorporated by reference in this Offering Circular).

***Litigation connected to Polcevera Bridge Collapse***

A section of the Polcevera bridge on the A10 Genoa-Ventimiglia collapsed on 14 August 2018, causing the death of 43 persons. The causes of such tragic incident are yet to be identified at the date of this Offering Circular. On 14 October 2021, the Issuer and the MIMS entered into a settlement agreement providing for the termination of the procedure alleging Autostrade Italia's serious breach of the Single Concession Contract, which was initiated by the Italian Government following the Polcevera Bridge Collapse. For additional information, see "*Recent Developments – Settlement Agreement, EFP and Addendum*". The most significant legal proceedings arising from this incident are described below.

*Investigation by the Public Prosecutor's Office in Genoa*

The Polcevera Bridge Collapse has resulted in criminal action before the Court of Genoa, currently against 32 employees of Autostrade Italia, including executives and other employees located at the Issuer's headquarters in Rome and the relevant area office in Genoa, in relation to offences provided for in articles: 449-434 of the criminal code ("accessory to culpable collapse"); 449 of the criminal code ("violation of transport safety regulations aggravated by culpable disaster"); art. 437, 1 and 3 paragraph of the criminal code ("the removal or willful omission of precautions against workplace accidents aggravated by the disaster"); art. 589 (previous wording) and/or art. 589 bis of the criminal code ("manslaughter with breach of health and safety legislation aggravated by the violation of accident prevention regulations and / or the violation of road traffic regulations"); art. 590 (previous wording) and/or art. 590 bis of the criminal code ("negligence causing multiple injuries with breach of health and safety legislation aggravated by the violation of accident prevention regulations and / or

[7] The amount of provisions for litigation as of 30 June 2021 includes also provisions related to Settlement Agreement with the MIMS (totaling €1,602 million).

the violation of road traffic regulations"); articles 61 n. 3 and 9 of the Criminal Code (the aggravating circumstances referred to therein consists in having acted with anticipation of the event and in having committed the act in violation of the duties inherent in a public function or a public service).

Only some of the individuals are under investigations also for the following crimes: refusal of official documents (art 328 of the criminal code); ideological falsity in electronic document (articles 476-479-491 bis of the criminal code.

As part of the same procedure, Autostrade Italia is also under investigation pursuant to art. 25-septies of Legislative Decree 231/2001, relating to "culpable homicide or grievous or very grievous bodily harm resulting from breaches of occupational health and safety regulations" and to (ii) art. 24 bis concerning "IT-related felonies and unlawful processing of data".

Pre-trial hearings were held at the beginning of 2021, which discussed the technical report on the causes of the collapse prepared by the technical experts appointed by the preliminary investigating magistrate, which was filed with the court on 21 December 2020. On 20 July 2021, the preliminary hearing judge (*GUP*) notified the parties of the request for indictment raised against the Issuer and the defendants in the criminal proceeding. At the preliminary hearing which started on 15 October 2021, certain defendants requested the removal (*ricusazione*) of the preliminary hearing judge (*GUP*); the Court of Appeal will hear the removal request at a hearing scheduled for 3 November 2021. The next hearing of the criminal proceeding is scheduled on 8 November 2021 to discuss the admissibility of the requests to intervene in the proceeding as civil parties filed by certain parties, including the Prime Minister's Office and the MIMS.

*Legal challenges brought by the company before Liguria Regional Administrative court against the actions taken by the Special Commissioner pursuant to Law Decree 109/2018*

Between December 2018 and January 2019, Autostrade Italia brought a number of legal challenges against the actions taken by the special commissioner for the reconstruction of the Polcevera bridge in Genoa (the "**Special Commissioner**") with regard to certain measures taken by the Special Commissioner in connection with the demolition and reconstruction of the Polcevera bridge. These measures were taken on the basis of Law Decree 109/2018, which the Issuer has challenged with regard to the fact that it contains numerous breaches of EU and Italian constitutional law.

Following the hearing of 22 May 2019, the Regional Administrative Court of Liguria (TAR Liguria) requested the Italian Constitutional Court to issue a preliminary ruling on the matter.

Subsequently, on 5 January 2020, the authorities - the Italian Government, the Concession Grantor and the Special Commissioner - appealed against the rulings of the Regional Administrative Court of Liguria (TAR Liguria) before the Council of State.

A public hearing before the Italian Constitutional Court was held on 8 July 2020. Following the above hearing, in its announcement dated 8 July 2020 and judgment 168/2020 (containing reasons) published on 27 July 2020, the Italian Constitutional Court ruled that the issues regarding the lawfulness of Law Decree 109/2018, as raised by Autostrade Italia and as referred to the Italian Constitutional Court by the Regional Administrative Court of Liguria (TAR Liguria) for a preliminary ruling, were in part without grounds and in part inadmissible, thus maintaining the lawfulness of Law Decree 109/2018. Therefore, the Regional Administrative Court of Liguria (TAR Liguria), following the filing of relevant requests for the scheduling of a hearing by Autostrade Italia on 9 October 2020, scheduled the hearing for 10 February 2021. Following a request by the State Attorney's Office (*Avvocatura dello Stato*), such hearing has been postponed to 15 December 2021.

On 5 January 2020 the respondent administrations (the Prime Minister's Office, the Ministry of Infrastructure and Sustainable Mobility and the Extraordinary Commissioner) brought appeal before the Council of State against the orders by which the Regional Administrative Tribunal rejected the preliminary questions raised by the administrations in the related first instance proceedings. On 30 September 2020, Autostrade Italia, with the support of the Attorney General's Office and the cross-appellants, filed an application for postponement of the hearing before the Council of State. This request is motivated by the fact that an agreed solution to the dispute procedure initiated by the Ministry of the Infrastructures and Sustainable Mobility on 16 August 2018 is currently being finalised, which, should it be finalised, would entail the lack of interest and therefore the waiver of the litigation activated. The Council of State therefore adjourned the hearing to 16 June 2022.

***Extraordinary tunnel inspections – Ministerial Circular no. 6736/61A1 of 19 July 1967 – Launch of a procedure for serious breach pursuant to art. 8 of the Single Concession Contract***

On 22 July 2020, following a one-off inspection conducted by the Concession Grantor, with the aim of verifying the correct implementation of the planned checks being carried out by Autostrade Italia on tunnels around the network it operates, with particular regard to those in the Liguria region, the Concession Grantor announced the "launch of a procedure pursuant to art. 8 of the Single Concession Contract in force", having identified "operational problems, delays and a failure to comply with the instructions given".

The above procedure is based on a report prepared by inspectors from the Local Inspection Department based in Rome. The report sets out details of the alleged problems identified during onsite inspections carried out on a number of sections of motorway located in the provinces of Genoa and Pescara.

The alleged breaches of the Single Concession Contract regard (i) the failure, when carrying out the inspections, to employ the methods provided for in circular no. 6736 of 19 July 1967, which requires checks to be conducted on the tunnel's entire surface area, involving the disassembly of any ducts; (ii) the failure to observe the terms and conditions provided for in the above circular, resulting in "major delays in assessing the state of repair of the infrastructure and the need to repeat inspections previously carried out unilaterally, in order to identify any defects in the structure that constitute a danger to traffic"; (iii) the failure to meet the deadlines set out in the schedule of work to be carried out, with particular regard to 4 tunnels indicated in the report; (iv) delays to completion of the inspections indicated by Autostrade Italia.

Based on the above findings, the Concession Grantor has concluded that there are shortcomings in the operator's management of the infrastructure, as it has failed to comply with the requirements contained in the above circular and the instructions issued by the Concession Grantor. These shortcomings in management of the infrastructure have, in the Concession Grantor's opinion, "not only led to a situation constituting a risk to motorway traffic and a danger to the public, but have also led to delays in conducting the surveys, resulting in major disruption to traffic in the Liguria region".

In the announcement of the launch of the procedure, dated 22 July 2020, the Concession Grantor gave Autostrade Italia 30 days to conduct the required checks and to provide its responses. ASPI responded to the Concession Grantor requesting the withdrawal of the procedure due to the absence of the serious breaches to the Single Concession Agreement.

Subsequently, on 28 July 2020, the Rome local inspection department extended the above procedure for serious breach by requesting, for each tunnel, detailed reasons for the delays in completing the inspections and the related works.

Article 8 of the Single Concession Contract requires the operator to report on its inspection activity to the Concession Grantor within the deadline set by the latter, indicating where it is in compliance or providing justifications. Following the announcement issued by the Concession Grantor on 22 July 2020, claiming the alleged serious breach of the Single Concession Contract by Autostrade Italia for failure to perform its inspections activities on tunnels of the Autostrade Italia Network (with particular reference to those located in the Region of Liguria) and in order to report on the actual state of progress in implementing work on the tunnels and to clarify its position with regard to compliance with the law, on 21 August 2020, Autostrade Italia delivered to the Concession Grantor its counter-arguments, requesting the dismissal of the proceeding due to the allegation against it of the serious breach being without grounds and requesting a meeting, in order to provide further clarifications.

The counter-arguments submitted by Autostrade Italia contain a report on the state of discussions and correspondence with the Concession Grantor regarding the inspection of motorway tunnels. The purpose of such report is to show the several changes in the Concession Grantor's interpretation of the applicable provisions in the period from the end of May to July 2020 to which, nonetheless, Autostrade Italia promptly complied with.

On 23 February 2021, at the invitation of the Concession Grantor, a hearing was held at which Autostrade Italia filed further documentation in support of its position. Following further hearings during which ASPI once again confirmed the legitimacy of its position and the absence of the objections that were raised against it, on 24 April 2021 the Concession Grantor issued a measure whereby, as conclusion of the sanction proceeding that had been initiated, imposed to ASPI an administrative penalty equal to Euro 100,000.00. ASPI challenged such

measure by submitting an appeal before the Regional Administrative Court of Lazio (*TAR Lazio*) filed on 21 June 2021 and currently pending.

As part of the Agreement for the negotiated settlement of the alleged serious breach, with specific reference to this dispute it is specified that it does not entail possible termination and/or revocation consequences of the Single Concession Contract, without prejudice to the possible application of the penalties provided for in the Single Concession Contract as amended by the Supplementary Agreement attached to the Agreement itself.

***Application for a ruling from the Regional Administrative Court of Lazio (TAR Lazio) on the validity and effectiveness of articles 8, 9 and 9-bis of the Single Concession Contract***

Following the conversion into law of the Milleproroghe Decree, Autostrade Italia filed a legal challenge with the Regional Administrative Court of Lazio (TAR Lazio) to ascertain – upon exclusion of the application of art. 35 of the Milleproroghe Decree, or subject to the referral of questions of interpretation of European law and incidental matters of constitutional legitimacy of such article 35 of the Milleproroghe Decree to the Italian Constitutional Court or to the EU Court of Justice, as applicable - that articles 8, 9 and 9-*bis* of the Single Concession Contract (which set out the termination clauses applicable to the Single Concession Contract) are still valid and in force.

On 3 April 2020, Autostade Italia filed an application for the legal challenge to be accelerated and for a hearing for discussion of the case to be held as soon as possible. The hearing for discussion of the case has been scheduled for 12 January 2022.

***Investigation by the Genoa Public Prosecutor's office of bridges and road bridges managed by Autostrade Italia and the initiatives undertaken by the Issuer***

As part of a second investigation initiated by the Genoa Public Prosecutor's office of a series of allegations regarding false statements in relation to monitoring reports relating to certain bridges and road bridges on Autostrade Italia's network, four executives and a company employee, among others, were investigated.

According to the charge, some reports prepared by the technicians responsible for testing, monitoring and design were improperly drafted in order to make the maintenance conditions of the road bridges appear better than they actually were.

The alleged offences are those provided for in articles 81, 110 and 479 of the criminal code ("*false statements by a public officer in a public office*").

In September 2019, the preliminary investigating magistrate issued an injunction applying a personal precautionary measure (house arrest) and a prohibitive measure (suspension from work for a period of 12 months) against, among others, two of the above-mentioned Autostrade Italia managers.

In opposition to these measures, the lawyers of the persons under investigation proposed a review, which led to the house arrest measure being replaced with suspension from practising a public service for one year and a ban on exercising any professional activity similar to the one carried out previously for one year, while the prohibitive measure was confirmed, and following the subsequent rejection of the appeal before the Court of Cassation became enforceable.

Once the Issuer became aware of the prohibitive injunctions, it promptly initiated disciplinary proceedings against the four executives under investigation, which then led to their dismissal. At the date of this Offering Circular the investigations are still pending.

***Investigation by the Vasto and Florence Public Prosecutor's office of the alleged inclusion of false data in the technical documentation relating to the Giustina Viaduct (A14 motorway) and other viaducts***

These criminal investigations are linked to the investigation in Genoa discussed above under "– *Legal Proceedings – Investigation by the Genoa Public Prosecutor's office of bridges and road bridges managed by Autostrade Italia and the initiatives undertaken*" and follows the provision of evidence gathered by the Public Prosecutor's Office in Genoa to the Vasto and Florence Public Prosecutor's office.

As to the Giustina Viaduct, on 26 June 2020, the Public Prosecutor asked the preliminary investigating magistrate at the Court of Vasto for an extension of the deadline for completing the preliminary investigation

to 3 February 2021 and such request has been granted by the Court of Vasto. The persons under investigation are the former head of operational maintenance and investment, the former director of local office VIII and Autostrade Italia's then sole project manager, who are accused of breaching articles 110 and 479 of the criminal code ("*false* statements by a public officer in a public office").

On 29 January 2021 the Vasto Public Prosecutor delivered the second request of postponement of the preliminary investigations until 3 September 2021 to the preliminary investigating magistrate, who granted it.

On 27 August 2021, the Public Prosecutor delivered the third request of postponement of the preliminary investigations until 3 March 2022 to the preliminary investigating magistrate, who granted it.

As to the Florence investigations related to certain viaducts of competence of the management of the IV section ("*Direzione IV Tronco*"), the former head of operational maintenance and investment is under investigation. The specific charges are not known yet at this stage.

***Investigation by the Genoa Public Prosecutor's office regarding the installation of integrated safety and noise barriers on the A12 motorway***

On 10 December 2019, the Italian Financial Police of Genoa made several visits to the Genoa and Rome offices of Autostrade Italia and a number of Group companies in order to seize technical documents (i.e. designs, calculation reports, test certificates) and organisational documents (i.e. service orders and organisational arrangements in place since 2013) regarding the installation and maintenance of "Integautos" model noise barriers. The persons subject to the investigation for their alleged responsibility at the time the offences were committed are the head of operational maintenance and investment, the central operations director, the joint general manager for new works at Autostrade Italia and the chief executive officer of SPEA Engineering S.p.A., who are suspected of the offences under articles 110 (*aiding and abetting*), 81 (*continuing offence*), 356 (*public procurement fraud, with the aggravating circumstances referred to in paragraph 2 of art. 355, paragraph 2.1*), categorised as a breach of a public procurement contract, where the offence was committed in relation to goods or works to be used for land transport), 432 (*violation of transport safety regulations*) and 61.9) (*with the aggravating circumstance that the offence was committed in breach of the duties associated with a public role in management of the motorway network operated under concession*) of the criminal code).

On 11 November 2020, the preliminary investigating magistrate imposed precautionary measures on four former managers and two engineers still employed by Autostrade Italia.

Specifically, the Issuer's three former managers have been put under house arrest, whilst one former manager and the two current employees of ASPI have been suspended from holding any public office for a period of 12 months. They are also banned from carrying out any related activity, and are temporarily banned from carrying out any similar activity for any public or private entity, with regard to road or transport safety, for a period of 12 months. As regards its two employees, the Issuer suspended them, whilst reserving the right to take further action once the full facts are known.

On this point, it should be noted that, having completed further investigations and the respective disciplinary proceedings, the Company has ordered the dismissal of one of them, while a further suspension measure is being issued for the other. All of the barriers (located on approximately 60 km of the Autostrade Italia Network) were inspected and steps were taken to secure them between the end of 2019 and January 2020, following a careful inspection of the entire Autostrade Italia Network conducted by the Issuer in order to assess the barriers' collision- and wind-resistance.

At the same time, at the beginning of 2020, Autostrade Italia agreed with the Concession Grantor that it will replace the barriers. The cost of replacement, amounting to approximately €170 million, will be borne entirely by Autostrade Italia.

An initial analysis of the above-mentioned precautionary measures, which refers to extensive excerpts of telephone and environmental wiretaps, a report prepared by the technical consultant appointed by the Public

Prosecutor, as well as summary information provided by persons informed about the facts, revealed the following:

- the 'integautos' barriers, due to design defects, underestimation of the action of the wind and the use of materials for anchoring to the ground that do not comply with European certifications, are dangerous because they are at risk of overturning;

- fraud is also alleged in the context of the contractual relationship with the Concession Grantor for having failed to inform the latter of the onset of the problems encountered on the network and the consequent provisional restoration actions (i.e. the removal of the tippers).

Considering the seriousness of the facts covered by the order, the Company, also at the outcome of a more exhaustive reconstruction of the matter in question, has reserved any further assessment to protect its reputation at the most appropriate venues.

Lastly, the lawyers of all the suspects affected by the above-mentioned precautionary measures filed a petition for review or appeal against the order. These motions were partly granted.

At the date of this Offering Circular the investigation is still pending.

***Investigation launched by the Italian Competition Authority***

On 16 June 2020, officials from the Italian Competition Authority, assisted by the Italian finance police, conducted an inspection of the Issuer's headquarters in Rome and the Cassino 6 local area office. The inspection was accompanied by notification of the launch of an investigation pursuant to article 27, paragraph 3 of the Italian Consumer Code.

The investigation PS no. 11644 – launched by the Italian Competition Authority following complaints from consumers and local press reports – is looking into allegations that Autostrade Italia has engaged in unfair trading practices. The investigation regards the decision to narrow lanes and reduce speed limits on sections of the A16 and A14 motorways, focusing above all on the information provided to road users on reductions and suspensions of tolls in order to compensate users for the disruption caused.

On 26 June 2020, Autostrade Italia requested an extension to the deadline of 6 July 2020 for submitting all the related documentation and representations, also requesting that the documents removed during the inspection be kept confidential. The request for an extension was accepted and the deadline was postponed to 21 July 2020, when the requested documentation and related notes were delivered by ASPI. Moreover, on 31 July 2020, Autostrade Italia submitted the list of commitments provided for in the regulation governing consumer protection investigations, with a view to reaching a rapid and positive resolution of the proceedings. The list commits the Issuer to revise the form and content of the information provided to road users on speed limits and to make available a webform to be used by motorists in order to claim a refund of tolls.

However, the proposed commitments were rejected by the Italian Competition Authority in its decision of 24 September 2020, in which it also extended the subject of the proceeding, extending the objections already contained in the opening of the proceeding to further motorway sections managed by ASPI (A/14 Bologna/Taranto, A/26 Genoa Voltri Gravellona -Toce and, for the parts under its responsibility, the A/7 Milan-Serravalle-Genoa, A/10 Genoa-Savona-Ventimiglia and A/12 Genoa-Rosignano). According to the Italian Competition Authority, the worsening of the service provided by ASPI on these sections of motorway constitutes a breach of Article 20 of the Italian Consumer Code, because the increase in journey times due to traffic problems is not matched by an adequate reduction in tolls. It is also alleged that there has been a breach of Articles 24 and 25 of the Italian Consumer Code because the user is forced to access the motorway network and then pay the full amount of the toll despite the inconvenience experienced. On 23 December 2020, the Italian Competition Authority formulated the results of the preliminary investigation, confirming and specifying the charges against ASPI. The Italian Competition Authority, in confirming the rejection of the proposal of commitments made in the course of the procedure illustrates the prejudicial aspects of ASPI's conduct, considering that it has demonstrated that the inconveniences caused to users in terms of traffic have not been adequately compensated by measures to eliminate/suspend/reduce the toll.

The Italian Competition Authority considers that the conduct of ASPI has led to a significant deterioration in the quality of the service offered and as such constitutes an unfair and aggressive commercial practice.

With a measure notified on 26 March 2021, the Italian Competition Authority fined ASPI €5 million for unfair commercial practices. With an appeal dated 25 May 2021 brought before the Lazio Regional Administrative Court, ASPI requested the cancellation, subject to the adoption of suitable precautionary measures, of the Italian Competition Authority's measure.

By decree of 24 June 2021, the Regional Administrative Court accepted the request for precautionary measures limited to the suspension of the obligation to publish the sanction measure. However, since it did not consider the conditions of extreme seriousness and urgency to be met, it did not rule on the adoption of measures to eliminate the existence of the unfair commercial practice.

In this regard, it must be pointed out that, while noting ASPI's particular interest in having certainty on an issue that is still open to the Italian Competition Authority, such as the request for compliance, the Company cannot decide independently on this issue, but only following a necessary agreement with the Ministry of the Infrastructures and the Sustainable Mobility and the Transport Regulatory Authority, concerning the criteria for determining the tariffs.

The Regional Administrative Court adjourned the hearing to 23 February 2022 for the discussion of the merits.

It should be noted that in the meantime, without taking into account the decree of the Regional Administrative Court of Lazio (*TAR Lazio*), the Italian Competition Authority on 20 July 2021 initiated the IP / 346 non-compliance procedure, deeming the part of the provision in which it ordered the adoption of suitable measures to discontinue the commercial practice.

However, it should be noted that, pending the proceedings, ASPI had already submitted a proposal consisting of a series of precise and effective information commitments in favour of the users.

Discussions were therefore initiated with the Italian Competition Authority to represent in a formal hearing the cashback initiative currently being tested and to which it was possible to give impetus only following the formal authorisation received from the Ministry on 21 July 2021.

The Italian Competition Authority, with a provision notified on 6 October 2021, announced that it had approved the extension of the deadline for the conclusion of the procedure, which will therefore end on 14 January 2022.

It should be noted that any negative ruling may be challenged by ASPI, by means of an appeal for additional reasons, within 60 days of the communication, as part of the proceedings already pending before the Regional Administrative Court of Lazio (*TAR Lazio*).

***Challenge against article 13 of the Milleproroghe Decree***

On 15 June 2018, Autostrade Italia submitted a proposal to the Concession Grantor regarding a five year update of the EFP relating to the Autostrade Italia Concession; following a delay in the approval process by the Concession Grantor, on 2 December 2019, the Regional Administrative Court of Lazio (TAR Lazio) established that the Concession Grantor must issue an express determination within 30 days. The Attorney General's office appealed the judgment before the Council of State.

In a subsequent letter dated 3 January 2020, the Concession Grantor, in compliance with the decision of the Regional Administrative Court of Lazio (TAR Lazio), informed Autostrade Italia that the proposal to update the EFP submitted on 15 June 2018 was unacceptable as (i) the EFP submitted would not implement Resolution No. 71/2019 of the Transport Regulatory Authority (implementing, for ASPI, the new tariff regime envisaged under Transport Regulatory Authority's Resolution No. 16/2019); (ii) application of the new regime introduced by the Transport Regulatory Authority would be a qualifying and essential element of the concession relationship; (iii) article 13 of the Milleproroghe Decree would require operators to submit new proposals for updating their EFPs on the basis of the Transport Regulatory Authority's resolutions, entailing cancellation of the EFPs already submitted, by 30 March 2020. Autostrade Italia challenged the Concession Grantor's letter dated 3 January 2020 and article 13 of the Milleproroghe Decree before the Regional Administrative Court of Lazio (TAR Lazio). For additional information on the new regime applicable to tariffs, see "*Regulatory – Concessions of the Group's Italian Motorway Companies – The Autostrade Italia Concession*".

Autostrade Italia filed an appeal before Regional Administrative Court of Lazio, challenging the legitimacy of the determination implemented by the Concession Grantor in the letter dated 3 January 2020, pursuant to which

the MIT found the Issuer's proposed EFP dated 15 June 2018 unacceptable as inconsistent with Resolution No. 71/2019 of the Transport Regulatory Authority and article 13 of the Milleproroghe Decree, on a number of grounds, and also due to the alleged EU and constitutional illegitimacy of article 13 of the Milleproroghe Decree, requesting its disapplication or, alternatively, referral of the matter to the European Court of Justice, for manifest violation of EU principles, or to the Constitutional Court, for manifest violation of constitutional principles.

At the date of this Offering Circular the hearing for discussion of the case has not been scheduled yet.

***Transport Regulatory Authority - methodology for quantifying motorway concessionaires' compensation for losses incurred as a result of the Covid-19 health emergency***

On the basis of a specific request from AISCAT, the Ministry of the Infrastructures and Sustainable Mobility asked the Transport Regulatory Authority to define a clear and unambiguous methodology to be applied to all motorway concessionaires in order to quantify the amount of compensation to be paid by individual concessionaires following the losses incurred as a result of the Covid-19 health emergency.

In a note dated 4 May 2021, the Transport Regulation Authority acknowledged the above request and, subsequently, in a note dated 15 July 2021, provided further clarification on the matter.

***Challenges to the Transport Regulatory Authority's tariff calculation decisions***

On 29 March 2019, Autostrade Italia alongside other motorway operators, including Raccordo Autostradale Valle d'Aosta, Tangenziale di Napoli and Società Autostrada Tirrenica lodged an appeal before the Regional Administrative Court of Piemonte (*TAR Piemonte*) against Resolution No. 16/2019 issued by the Transport Regulatory Authority on 18 February 2019. The legal action challenges the legality of the resolution, alleging that the Transport Regulatory Authority has exceeded its powers and does not have the authority to establish tariff regimes relating to the Single Concession Contract, as well as claiming that the Transport Regulatory Authority breached EU and constitutional rules regarding legal certainty and legitimate expectations. Moreover, the Issuer took part in the relevant consultation process, challenging the scope of application of the tariff regime drawn up by the Transport Regulatory Authority on the basis of the same arguments presented in the above legal challenge and submitting its observations on the related operational and financial aspects.

In Resolution No. 71 of 19 June 2019 (the "**Resolution No. 71/2019**"), the Transport Regulatory Authority announced its approval of a toll regime based on the price cap method with five yearly determination of the productivity measure X for the Single Concession Contract.

Autostrade Italia thus appealed on additional grounds against the Transport Regulatory Authority's Resolution No. 71/2019, on the basis of the same grounds for challenging the Transport Regulatory Authority's Resolution No. 16/2019.

On 5 October 2021 the hearing for discussion took place, at the end of which the case was retained for decision.

Other Italian motorway operators, including Raccordo Autostradale Valle d'Aosta, Tangenziale di Napoli and Autostrada Tirrenica, also appealed on additional grounds against the specific determinations relating to them issued by the Transport Regulatory Authority.

At the date of this Offering Circular the appeals are still pending.

***Concession for the A3 Naples-Pompei-Salerno motorway***

*Award of the concession for the A3 Naples – Pompei – Salerno motorway*

In 2012, the Concession Grantor issued a call for tenders for the new concession for the A3 Naples – Pompei – Salerno motorway. Following the Council of State judgment confirming the disqualification of two competing bidders, Autostrade Meridionali and the SIS consortium, on 9 July 2019 the Concession Grantor informed Autostrade Meridionali that, in awarding the concession, it intended to use the negotiated procedure permitted by art. 59, paragraph 2.b) and paragraph 2-bis of Legislative Decree 50/2016.

On completion of the assessment of the bids submitted by Autostrade Meridionali and the SIS Consortium, on 4 February 2020, the Concession Grantor announced that the concession for the A3 Naples-Pompei-Salerno

motorway had been provisionally awarded to the SIS consortium. The Concession Grantor also specified that the award will be effective, pursuant to art. 32, paragraph 7 of Legislative Decree 50 of 18 April 2016, as amended, once confirmation that the winning bidder meets the related legal requirements has been completed, and once the winning bidder has received notice of any requirements imposed by the European Commission in accordance with art. 7-nonies of Directive 1999/62/EC, as amended.

On 3 March 2020, Autostrade Meridionali challenged the decision to award the SIS consortium before the Regional Administrative Court of Campania (*TAR Campania*) requesting its cancellation after suspension of the award. At a hearing on 25 March 2020, the judge did not grant the precautionary suspension requested by Autostrade Meridionali and scheduled collective discussion of the precautionary phase for a hearing on 22 April 2020. At such hearing, having noted the submission of a cross-appeal by the SIS consortium, requesting the disqualification of Autostrade Meridionali's bid, the hearing on the application for injunctive relief was adjourned until 13 May 2020. At such hearing, the court rejected Autostrade Meridionali's request for a provisional injunction halting the award and, at the same time, scheduled a hearing on the merits of the case to be held on 7 October 2020. Finally, by decision on the merits No 4669/2020 dated 21 October 2020, the Regional Administrative Court of Campania (*TAR Campania*) rejected Autostrade Meridionali's claim and, therefore, maintained the legitimacy of the definitive awarding to the awarded bidder. On 9 November 2020 Autostrade Meridionali appealed the Court decision before the Council of State. The appeal is currently pending before the Council of State and the hearing for the discussion of the appeal has been scheduled for 28 October 2021.

Moreover, the MIMS, with a note dated 3 August 2021, communicated to Autostrade Meridionali that on 29 July 2021 the deed of concession of the activities for the management and maintenance of the A3 was entered into with the Project Company "Salerno Pompei Napoli S.p.A." established by the successful bidder SIS Consortium.

With appeal to the Regional Administrative Court of Campania - Napoli (*TAR Campania - Napoli*) dated 28 September 2021, Autostrade Meridionali challenged also such note of the MIMS.

*Appeal on the definition of the takeover value (valore di subentro)*

Pending the definition of the litigation on the EFP, the Concession Grantor, with notes dated at the end of May and June 2021, following the report of the Takeover Value (*Valore di Subentro*) as at 31 December 2020 submitted by Autostrade Meridionali, communicated to the latter that (i) the definition of the compensation for takeover (*indennizzo da subentro*) pursuant to the interministerial Decree no. 283/1998 is not identified unilaterally by the expired concessionaire on the basis of the results of the financial statements communicated from time to time; (ii) the compensation for takeover (*indennizzo da subentro*) shall acknowledge "the economic values obtained from the interim EFP prepared in accordance with the CIPE Resolution no. 38/19", for the period until the date of effective takeover of the new concessionaire; and (iii) the value of the revertible assets (*cespiti devolvibili*) that can be recognised for regulatory purposes shall result from a unitary calculation procedure that can be verified in a specific document.

Autostrade Meridionali responded to such observations with a note dated 3 June 2021, rebutting the Concession Grantor's findings and it submitted an appeal on 23 July 2021.

*Adoption of Autostrade Meridionali's financial recovery plan*

In connection with the legal action brought by Autostrade Meridionali in relation to the failure to adopt a financial plan for the period following expiry of its concession, the Council of State judgment published on 30 November 2016 found in the company's favour, requiring the Concession Grantor to adopt a viable financial plan.

Subsequently, not having received approval of the proposed financial plans submitted by Autostrade Meridionali to the Concession Grantor (the latest on 24 May 2019), on 25 October 2019, Autostrade Meridionali brought a new action before Regional Administrative Court of Campania (*TAR Campania*), alleging the Concession Grantor's failure to respond to the proposed financial plan for the period 2013-2022.

In this context, on 30 October 2019, CIPE Resolution 38/2019 was published. This sets out criteria for the assessment and definition of financial relations with motorway operators, exclusively regarding the period between the expiry date of the concession and the actual date it is taken over by the new operator.

In a subsequent letter of 13 November 2019, the Concession Grantor requested Autostrade Meridionali to prepare and submit, by 25 November 2019, a special transitional financial plan regarding the period from 1 October 2013 until the new operator of the A3 Naples - Pompei - Salerno takes over, in accordance with the criteria established by the above CIPE Resolution 38/2019.

The latter introduces a method for calculating the return on Net Invested Capital (NIC), as well as any imbalance between revenue and eligible costs. Such new calculation method penalises Autostrade Meridionali and is not provided for in any previous legislation or regulations, and is also "special" as it only applies retroactively to expired concession relationships.

In challenging the content of the resolution, and recalling the regulations established in the single concession contract relating to the Concession held by Autostrade Meridionali, on 22 November 2019 Autostrade Meridionali submitted its financial plan for the period 2013-2022, drawn up in compliance with the criteria set out in the previous CIPE resolution 37/2007 and consistent with the single concession contract signed in July 2009.

In a subsequent legal challenge, filed with Regional Administrative Court of Lazio (*TAR Lazio*) on 31 December 2019, Autostrade Meridionali requested that the Concession Grantor's determination of 13 November 2019 and the relevant CIPE resolution be set aside.

Following the ruling of 29 January 2020 by the Campania Regional Administrative Court of Campania (*TAR Campania*), which declared that it lacked territorial jurisdiction to hear the case brought by Autostrade Meridionali to ascertain the illegitimacy of the silence of the Ministry of Infrastructure and Sustainable Mobility regarding the company's request to adopt a financial plan for the period 2013-2022, on 12 February 2020, the company resumed the proceedings before the Regional Administrative Court of Lazio (*TAR Lazio*), asking the Court to ascertain the illegitimacy of the continuing silence of the Granting Ministry on the petitions for the adoption of an Economic Financial Plan and on the proposed EFP submitted by the company with the memorandum of 24 May 2019, and consequently to order the Concession Grantor to proceed on the merits. Subsequently, following the aforementioned Resolution 38/2019, the Concession Grantor asked the company to incorporate in the EFP the rate of remuneration established in the said Resolution. The Company appealed on additional grounds against the aforementioned Resolution 38/2019 and for the illegality of the Concession Grantor's request. Given the above, Autostrade Meridionali believes that there is no basis for recognizing the impact of CIPE Resolution 38/2019 in its accounts, as it has filed an appeal requesting that the Concession Grantor's determination and the resolution be set aside. On 31 December 2020, the Concession Grantor delivered the joint MI/MEF decree, whereby it established that the tariffs update applicable by Autostrade Meridionali starting from 1 January 2021 is equal to zero. Such denial was justified by the fact that Autostrade Meridionali failed to submit the interim EFP – i.e. the EFP referred to the period between the expiry of the concession and the date of effective transfer of the motorway to the new concessionaire – prepared on the basis of the CIPE Resolution 38/2019 which indicated the criteria for the preparation of the EFPs related to the expired concessions. Autostrade Meridionali, deeming such resolution unlawful and penalising, challenged it before the same Regional Administrative Court (*TAR*), with appeal for additional grounds in the context of the abovementioned appeal for the failure to approve the EFP prepared in accordance with the previous CIPE Resolution 39/2007. On 2 February 2021 the Regional Administrative Court of Lazio (TAR Lazio) published a ruling accepting Autostrade Meridionali's request, ordering: (i) annulment of the Concession Grantor's decision on the grounds that Resolution 38/2019 does not apply in cases where the rate of remuneration is set in the Agreement, as is the case for Autostrade Meridionali; (ii) the illegality of the silence regarding Autostrade Meridionali's request, with an order to the Ministry of the Infrastructures and Sustainable Mobility to adopt the final decision within thirty days of notification of the ruling on 2 February 2021. On 2 March 2021, the MIMS filed an appeal before the Council of State in order to obtain, subject to the adoption of precautionary measures of suspension of the intervened ruling, the revision of the judgment of the Regional Administrative Court of Lazio (*TAR Lazio*). Following the hearing of 8 July 2021 the cause was retained by the court for decision.

In parallel, still on 2 March 2021, the MIMS formalised, in execution of the judgment of first instance, the final objection to the proposed EFP submitted by Autostrade Meridionali on 24 May 2019. Subsequently, on

10 March 2021, Autostrade Meridionali, responded to such measure, highlighting the reasons why it deemed the measure groundless and invited the MIMS to revise autonomously (*in autotutela*) such measure, clarifying that, if it failed to do so, Autostrade Meridionali will challenge it before the competent administrative judge. Then, such appeal has actually been submitted before the Regional Administrative Court of Campania (*TAR Campania*), which, at the meeting held on 9 June 2021 in order to discuss the motion for suspension of the challenged judgment, postponed the discussion of the merits of the appeal to the phase of merit (*fase di merito*) by scheduling the hearing for 3 November 2021.

***Autostrada Tirrenica - judgment of the Court of Justice of 18 September 2019 and art. 35 of the Milleproroghe Decree***

In a ruling dated 18 September 2019, European the Court of Justice set out the proceedings brought by the European Commission challenging the extension from 2028 to 2046 that was granted to Società Autostrada Tirrenica ("**SAT**") under the single concession contract signed on 11 March 2009.

In particular, the Court of Justice rejected the European Commission's appeal in which it challenged the legitimacy of the extension of the concession for the Cecina-Grosseto and Grosseto-Civitavecchia sections of the A12 motorway, thus confirming the legitimacy of the extension to 2046 for these sections. However, the Court upheld the appeal with regard to the Cecina-Livorno section, for which the expiry date was brought back to 2028.

Ahead of the Court of Justice rulings and following the same, SAT confirmed to the Concession Grantor its willingness to identify shared solutions that could support mutually beneficial investments, through the development of potential intervention scenarios and the determination of concession periods in order to find a proactive solution to the issue.

Subsequently, Law No. 8 of 28 February 2020, converting the Milleproroghe Decree, introduced art. 1-*ter* (art. 35 of the Milleproroghe Decree relating to provisions regarding motorway concessions) with which, on the one hand, art. 9 of Law 531 of 1982, which authorised SAT to build the Livorno-Grosseto-Civitavecchia motorway, was repealed, and on the other hand, on the basis of the current agreement, SAT was made exclusively responsible for management of the sections of the A12 motorway already open to traffic (Livorno-Grosseto-Civitavecchia), as well as the review of the current agreement with the Concession Grantor, taking into account the regulations regarding public contracts and in compliance with the Transport Regulatory Authority's resolutions as to the tariff calculations.

In particular, art. 1-ter states that "Article 9 of Law No. 531 of 12 August 1982 has been repealed. Consequently, until 31 October 2028, SAT, pursuant to the Single Concession Agreement signed on 11 March 2009, will exclusively manage the sections of the A12 Livorno-Grosseto-Civitavecchia motorway link that were open to traffic on the date of entry into force of Law No. 8 of 28 February 2020. The Concession Grantor and SAT will review the single concession contract, taking into account the current provisions regarding public contracts and the provisions of the first sentence of this paragraph, in accordance with the resolutions adopted by the Transport Regulatory Authority pursuant to art. 37 of Law Decree 201 of 6 December 2011, converted, with amendments, into Law 214 of 22 December 2011". The expiry date included in the single concession contract has so far not been altered and remains 31 December 2046. See "*Regulatory - Concessions of the Group's Motorway Companies*".

On 14 May 2020, SAT filed a challenge with the Regional Administrative Court of Lazio (TAR Lazio). SAT has requested the court to rule on whether the articles in its single concession contract are still valid and in force, subject to granting relief in the form of non-application of art. 35, paragraphs 1 and 1-ter of the Milleproroghe Decree, or relief in relation to issues regarding the interpretation of EU law and connected issues relating to Italian constitutional law, the validity of the clauses of the Single Concession Contract regulating the concession of SAT.

In particular, the company in the appeal requests, primarily, to ascertain the validity and enforceability of the contractual clauses, subject to the disapplication of Article 35(1) and (1b) of the Milleproroghe Decree on the ground that they are contrary to a number of constitutional provisions, as well as to the fundamental rules of the European law and, in particular, to the principles of legal certainty and legitimate expectations underlying the fundamental freedoms enshrined in Articles 49 et seq. and 63 et seq. of the TFEU.

Alternatively, the application seeks to ascertain the validity and force of the clauses of the Single Concession Contract, subject to a preliminary ruling by the Court of Justice of the European Union, or to the submission of a question of constitutional legitimacy to the Italian Constitutional Court. The hearing for discussion of the case has been scheduled for 12 January 2022.

***Litigation relating to the oil service competitive tender at the Novate Nord service area***

With reference to the appeal proceedings pending before the Council of State brought by EG Italia S.p.A. against the decision of the Regional Administrative Court of Lombardia (TAR Lombardia) - which annulled the decision awarding the oil service contract at the Novate Nord service area to the appellant (following the appeal by Tamoil Italia S.p.A., which came second in the ranking) - following the hearing on 25 June 2020, the Board of Arbitrators adjourned the case for decision.

The ruling, which took place on 26 January 2021, upheld the appeal against the ruling of the first instance and, accordingly, annulled the ruling of the Regional Administrative Court of Lombardia (TAR Lombardia), confirming the full legitimacy of the work of the tender commission.

***Investigation by the Genoa Public Prosecutor's office in Genoa relating to the event that took place in the Bertè tunnel on the A26 motorway on 30 December 2019***

Following the collapse of a section of the ceiling in the Bertè tunnel on the A26 motorway on 30 December 2019, the Genoa Public Prosecutor's office opened an investigation into the alleged failure to conduct the quarterly inspections provided for in Ministry of Public Works Circular no. 6736 of 9 July 1967.

Documents relating to the roles and responsibilities of departments within Autostrade Italia, in relation to tunnel maintenance and relations between ASPI and the Concession Grantor regarding such matters, were seized, on behalf of the Public Prosecutor's office, by the Italian finance police at the offices in Rome of Autostrade Italia and at the relevant local area office.

The director of Genoa local office I was notified that he was under investigation for the offence provided for and punishable under art. 328 of the Italian criminal code ("dereliction of duty"). The director made a number of statements during interviews conducted at the end of June 2020.

Afterwards, the Genoa preliminary investigation magistrate issued an order extending the preliminary investigation until 22 July 2021, from which it emerged that, in addition to the competent director of local office, whose indictment has been supplemented with the offences of breach of public supply contracts, obstruction of transport safety and wilful removal or omission of precautions against accidents at work, five former managers and three other employees with technical functions at ASPI have also been investigated exclusively for the aforementioned offence of breach of public supply contracts.

Lastly, on 6 September 2021, the preliminary investigation magistrate of Genoa, upon request of the public prosecutor, ordered the second extension of the term of the preliminary investigations until 22 January 2022.

It should be noted that, with respect to the first registrations, the reference to the crime of non-fulfillment of public supply contracts has been eliminated with the simultaneous inclusion of the incriminating case of fraud in public supplies.

***Accident on the Acqualonga viaduct on the A16 Naples-Canosa motorway on 28 July 2013***

*Criminal proceedings*

The trial before a single judge at the Court of Avellino has been completed, with a judgment at first instance regarding the accident that occurred on 28 July 2013 on the Acqualonga Viaduct, involving a coach travelling on the A16 Naples-Canosa motorway. The defendants included a total of twelve managers and former managers and employees of Autostrade Italia, who were charged with being accessories to culpable multiple manslaughter and criminal negligence.

Specifically, at the hearing held on 11 January 2019, the judge acquitted the accused who at the time of the accident held the roles of Autostrade Italia's Chief Executive Officer, General Manager for Operations & Maintenance, Head of the "Road Surfaces and Safety Barriers" unit, Head of the "Safety Barriers, Laboratories and RD" operations unit and the two Coordinators at the VI Section Operations Centre in Cassino not guilty

pursuant to art. 530, paragraph 1 of the code of criminal procedure, as they were found to be innocent of the crime of which they were accused. Instead, the then managers and heads of operations at the VI Section office in Cassino were found guilty.

The Public Prosecutor and the lawyers defending the accused who were found guilty have lodged appeals. The first hearing, initially scheduled for 24 March 2020, was adjourned to 1 October 2020 in accordance with Law Decree 11 of 8 March 2020, containing "Extraordinary and urgent measures to combat the Covid-19 epidemic and contain the negative impact on the judicial system". At the hearing held on 1 October 2020, the judge postponed the hearing to 7 January 2021 for the presentation of the report of the General Attorney and the discussion of the case.

The first hearings of 7 January 2021 and 28 January 2021 were devoted to the reading of the report by the Judge-Rapporteur and the appeal documents filed by the defendants and ASPI's civil representative. The hearing of 25 February 2021 was then scheduled for the formulation of the requests to renew the preliminary investigation.

At the hearing of 25 February 2021, the General Prosecutor requested the renewal of the examination of nine witnesses already heard in the first instance hearing, in addition to the acquisition of certain documents from other proceedings. The lawyer of ASPI, sued as civil liable party, requested a new expert's report, a new examination of the expert witnesses and the acquisition of a new technical report refuting certain technical aspects contained in the expert's report ordered in the first instance proceedings. The lawyer of the defendants of the Direction of the local office made similar requests for renewal and to acquire the correspondence between ASPI and MIMS regarding the replacement of the Liebig anchor bolts with threaded rods. Finally, all the defendants opposed the requests for renewal made by the General Prosecutor, also requesting a term of defence to discuss the documentation whose acquisition was requested, which was only filed during the hearing. The Court of Appeal granted the request for a time limit (*termine*) and adjourned the hearing to 25 March 2021.

During the subsequent appeal proceedings, at the hearing of 25 March 2021, the Court, at the end of the council chamber (*camera di consiglio*):

- admitted the renewal of the hearing of nine witnesses;
- rejected the request for the acquisition of the documentary evidence of the General Prosecutor, including the wiretaps authorised within the framework of the criminal proceedings filed at the Court of Genoa for the collapse of the Polcevera bridge;
- maintained the reservation on further requests for renewal of the defence, subject to the hearing of the aforementioned witnesses.

At the subsequent hearings on 8 April, 6 May and 1 July 2021, only five of the nine witnesses initially indicated by the General Prosecutor's Office were examined, while with regard to the other four, the General Prosecutor waived their examination.

During the hearing on 30 September 2021, further requests for renewal of the trial were discussed by lawyers of some of the defendants.

The Court of Appeal has maintained its reservation on the requests in question, including those formulated during the previous hearings, with the exception of that relating to the examination of the expert appointed by the Court of Avellino, who will report on the circumstances set out in the documents of appeal.

The hearing of 11 November 2021 has already been scheduled, which will also be attended by the technical advisers of the parties already appointed and admitted in the first instance, to ask any questions through the defence counsel.

*Civil proceedings*

In addition to the criminal proceedings, a number of civil actions have been brought by persons not party to the criminal trial, all of which were aimed at obtaining compensation for damages. These actions have been combined by the Civil Court of Avellino.

Autostrade Italia's legal counsel appealed the judgment handed down by the Court of Avellino, which had ruled that Autostrade Italia and Mr. Gennaro Lametta, the owner of the agency that hired the bus insured with Reale Mutua, were concurrently and jointly liable (50% each). An appeal was lodged also by Mr. Lametta, who has challenged the judgment awarding damages.

The first hearing was scheduled for 17 March 2020 but was adjourned to 20 October 2020 following the issue of law Decree 11 of 8 March 2020. As a result of the urgent measures adopted by the Italian Government to contain the Covid-19 pandemic, the hearing has been further postponed to 1 December 2020.

At the hearing on 1 December 2020, the two appeal cases brought by ASPI and Mr Lametta were joined and the Court, not considering it necessary to serve ASPI's notice of appeal also on some of the parties who had remained in default in the first instance proceedings, set the hearing for the specification of the conclusions for 17 May 2022.

***Investigation by the Prato Public Prosecutor's office of a fatal accident to a worker employed by Pavimental***

On 27 August 2014, an employee of Pavimental S.p.A. – the company contracted by Autostrade Italia to carry out work on a section of carriageway on the A1 – was involved in a fatal accident whilst at work. In response, the Prato Public Prosecutor's office has brought criminal charges against, among other people, Autostrade Italia's sole project manager, who is charged with reckless homicide due to the violation of occupational health and safety regulations.

The trial is in progress. The hearing scheduled for 26 May 2020, in order to hear testimony from the witnesses called by the prosecution and those called by the defendant, was adjourned to 8 and 29 April 2021.

The hearing of 8 April 2021 was dedicated to the examination of a witness cited by the Public Prosecutor, while the hearing of 27 May 2021 was dedicated to the acquisition of the technical expert for the medical-legal aspects. Finally, a hearing has already been scheduled for 27 January 2022 to conclude the examination of the witnesses cited by the Public Prosecutor.

***Claim for damages from the Italian Ministry of Environment***

A criminal case is pending before the Supreme Court, following the *per saltum* appeal filed by the Florence Public Prosecutor's office against the judgment issued by the Court of Florence, acquitting Autostrade Italia's Joint General Manager for Network Development and Project Manager, as the court ruled that "there was no case to answer".

The criminal case regards alleged violations of environmental laws relating to the excavation work during construction of the Variante di Valico (offences provided for and punished in accordance with art. 260, "organised trafficking in waste", in relation to art. 186, paragraph 5 "use of soil and rocks from excavation work as by-products and not as waste" in the Consolidated Law on the Environment no. 152/06; art. 256, paragraph 1(a) and (b) "unauthorised management of waste" and the paragraph three, "fly tipping" of the Consolidated Law).

The hearing originally scheduled on 9 June 2020 has been postponed to 19 January 2021, as a result of the urgent measures adopted by the Italian Government to contain the Covid-19 pandemic.

At the outcome of the above-mentioned hearing, the Court of Cassation, accepting the appeal "per saltum", annulled the acquittal sentence and referred the case back to the Court of Appeal of Florence for a new trial.

Finally, on 15 March 2021, the explanatory findings of the judgment were filed. More specifically, the Supreme Court has set the following principles that the Court of Appeal will have to follow in carrying out its assessments:

- the Court of Appeal will have to examine all the complex technical assessments performed on the excavated materials by personnel of the Tuscany regional agency for the protection of the environment (*Agenzia Regionale per la Protezione dell'Ambiente – ARPA*), which was not used by the Court in the first instance judgment, on the basis that ARPA personnel is entrusted with investigative powers even in the absence of an express delegation by the Public Prosecutor. It should be noted that even these investigations are not dissimilar, as far as the technical / scientific content is concerned, from those

carried out by ARPA personnel on the same materials, transferred to the trial file and on the basis of which the Court acquitted the defendants from the allegation on the basis that "the fact does not exist" because such materials do not overcome the legal parameters (columns A and B, table I, annex 5, part IV of Legislative Decree 152/2006, Consolidated Environmental Law);

- on the application of the statute of limitations with respect to the crime of illegal landfill, the Supreme Court has established that such crime also encompasses the so-called post-operative phase, a phase that can end, among others, with the first instance sentence. Therefore, the limitation period starts from that last moment, with the consequence that the alleged crime would be barred in October 2022 (5 years from the cessation of the alleged unlawful conduct);

- on the rules applicable to excavation rocks and by-products, the Supreme Court recognises the correctness of the logical argumentative path followed by the Court in considering the regulatory evolution in this particular area. In particular, the Supreme Court recognised the possibility of qualifying lime stabilisation as a "normal industrial practice" allowed on excavation rocks and by-products to give compactness to excavation rocks for their reuse. Although having recalled that ASPI had obtained the administrative documents necessary for the management of the excavation rocks and by-products, the Supreme Court referred to the Court of Appeal to verify case by case the effective and correct use of such excavation rocks and by-products and the absence of the alleged contamination and environmental damage, in accordance with the authorisations received.

***Investigation by the Ancona Public Prosecutor's office following the collapse of the motorway bridge on the SP10 crossing the A14 Bologna-Taranto motorway***

On 9 March 2017, the collapse of a bridge on the SP10, as it crosses the A14 motorway at km 235+794, caused the deaths of the driver and a passenger in a car and injuries to three employees of a sub-contractor of Pavimental S.p.A., to which Autostrade Italia had previously awarded the contract for the widening to three lanes of the Rimini North–Porto Sant'Elpidio section of the A14 Bologna-Bari-Taranto motorway. Criminal proceedings have been brought regarding the offences provided for and punished by Articles 113, 434, paragraph 2, and 449 of the criminal code ("culpable collapse"), 113 and 589, last paragraph, of the Italian Criminal Code ("multiple negligent homicide"), 113 and 589-bis, paragraph 1, and the last paragraph of the criminal code, ("homicide") and article 590 ("negligent injuries"), against the Client, the three sole project managers who have been in charge through the period for completing the works, the director and the operations manager of the Pescara VII area office and the head of Autostrade Italia's tender management department, as well as Autostrade Italia pursuant to art. 25-septies of Legislative Decree 231/2001 ("culpable homicide or grievous or very grievous bodily harm resulting from breaches of occupational health and safety regulations").

On 7 October 2019, the preliminary investigating magistrate dismissed the charges against four of Autostrade Italia's managers: the principal, the director and the head of operations at the Pescara VII area office and the head of the tender management department.

The criminal proceedings thus continued solely against the three Autostrade Italia sole project managers and Autostrade Italia pursuant to Legislative Decree 231/2001.

During the preliminary hearing held on 9 December 2019, the parties appeared before the court and the preliminary investigating magistrate scheduled the next hearing for 23 April 2020, partly in order to define the preliminary questions regarding the civil claims brought and to start to hear the respective evidence.

Following the entry into force of Law Decree 11 of 8 March 2020, containing "Extraordinary and urgent measures to combat the Covid-19 epidemic and contain the negative impact on the judicial system", the hearing was adjourned to 15 October 2020. Upon request of the Public Prosecutor, the judge ruled for the indictment of all the accused persons and companies involved in the proceedings and scheduled the next hearing for 21 September 2021.

On 21 September 2021, the judge abstained for incompatibility and scheduled the next hearing on 26 November 2021 for preliminary matters.

***Investigation by the Public Prosecutor's Office of Genoa concerning the dismantling of the panels of the noise barriers installed on the urban section of the A7 and A10 motorways***

Following the investigation opened in December 2019 by the Public Prosecutor's Office of Genoa on the alleged dangerousness of the integrated safety and noise barriers model "Integautos", the competent Directorate of the I Section of ASPI took steps to remove on several Ligurian sections, including the A7 and the A10, part of the soundproofing structures.

In the meantime, pending approval of the projects aimed at upgrading the barriers in question, the dismantled panels, which were intended to mitigate traffic noise towards neighbouring homes, have not yet been replaced.

Hence the further and independent investigation, which stems from the complaints submitted by the inhabitants of the sections under investigation and involves the then Head of Operations of the 1st Section Management of Autostrade Italia for the offences of disturbing the occupation or rest of persons and dangerous throwing of things.

At the date of this Offering Circular the investigations are still pending.

***Investigations by the Public Prosecutor's Office of Genoa for alleged failure to carry out maintenance work on the Valle Ragone viaduct***

On 31 May 2021, an order of seizure was served at the offices of the Directorate of the 1st Section of Genoa as part of a new criminal proceeding at the local Public Prosecutor's Office.

More specifically, the Judicial Police, on behalf of the Public Prosecutor, requested all the documentation, including technical documentation, relating to the "Valle Ragone" viaduct in order to verify the safety conditions of the work of art in question.

Subsequently, on 6 July 2021, a notice of indictment was served on the then Director of the 1st Section of Genoa, the Network Management Director and the Head of the Operational Unit of Maintenance Engineering, for the offences of omission of official acts and obstruction of transport safety.

At the date of this Offering Circular the investigations are still pending.

***Proceedings involving Autostrade Italia and Craft S.r.l. and Alessandro Patané***

*Summoning by ANAS S.p.A. in the lawsuit against Alessandro Patanè*

By writ dated 13 October 2020, ANAS S.p.A. summoned both ASPI and Autostrade Tech to appear in the proceedings brought against it and the Ministry of the Interior by Alessandro Patané. In this case, Patané is requesting confirmation of the defendants' unlawful exploitation of the SICVe (Vergilius) system and related software, with a consequent claim for pecuniary and non-pecuniary damages (the former amounting to approximately €21 million).

The first hearing was held on 18 June 2020. ANAS joined the proceedings, summoning ASPI and Autostrade Tech to be indemnified and held harmless.

Both ANAS, ASPI and Autostrade Tech filed a motion to suspend the proceedings due to the fact that the proceedings at the Court of Appeal of Rome are pending with Patané, regarding the ownership of the software, and with CRAFT, regarding the infringement.

On 14 January 2021, the judge set the hearing for 15 September 2021 for the admission of preliminary measures and also declared the Ministry of the Interior to be in default.

At this hearing of 15 September 2021 the judge suspended the judgment pending the conclusion of both the judgment with Patanè, pending before the Rome Court of Appeal regarding ownership of the software, and that with Craft, pending before the Rome Board of Directors regarding infringement.

*Proceeding before the Court of Appeal of Rome - ASPI and Autostrade Tech v. Alessandro Patanè*

With judgment no. 120/2019, the Court of Rome dismissed Patané's claim for a declaration of groundlessness in respect of the SICVe software, on the grounds that the ownership of such software had not been proved. The

Court also rejected Patané's counterclaim. ASPI and Autostrade Tech appealed against the judgment before the Court of Appeal of Rome.

The Court of Appeal set the hearing for 15 June 2021, when Patané filed a new suit of forgery (*querela di falso*) against the documents filed by ASPI and Autostrade TECH.

Before allowing the lawsuit, the Court will have to rule on the relevance of the documents for the decision.

The Court granted a double deadline for notes (*doppio termine per note*) until 30 July and 20 September 2021 and adjourned the hearing to 5 October 2021. The notes should relate exclusively to the question of the admissibility of the complaint and the relevance of the documents.

At the hearing of 5 October 2021 the board reserved its right.

***Proceeding before the Court of Appeal of Rome - ASPI v. CRAFT***

In judgment No. 21405 of 14 August 2019, the Supreme Court, in upholding Autostrade Italia's appeal, quashed the judgment issued by the Court of Appeal in Rome in 2018. The Supreme Court deemed the Court of Appeal's decision regarding the infringement of the plaintiff's patent to be based on erroneous criteria, and has requested the Court of Appeal in Rome to hear the case again, applying the legal principle indicated by the Supreme Court. The Italian Supreme Court decided that Craft's cross-appeal had lapsed.

As a result of the Italian Supreme Court judgment, all the actions required under the Appeal Court ruling are inapplicable.

Autostrade Italia has reopened the case before the Court of Appeal in Rome which, on 19 February 2020, reserved judgment.

In the proceedings resumed by ASPI before the Court of Appeal of Rome following the referral ordered by the Court of Cassation with sentence 21405/2019, the Court, on 13 April 2021, published sentence no. 2658 whereby it rejected in full the appeal brought by CRAFT against sentence no. 10887/2009 of the Court of Rome, sanctioning the difference between the vehicle detection devices, for the purposes of calculating the average speed, of CRAFT and ASPI

CRAFT appealed to the Court of Cassation and ASPI has constituted itself.

The Court also ordered CRAFT to pay ASPI the legal costs of all previous instances for a total amount of Euro 93,601.49. As a result, it should also repay the legal fees it received in execution of the 2018 judgment of the Court of Appeal of Rome, totalling Euro 80,468.95.

ASPI is taking action to recover such expenses.

***Tax disputes regarding ground tax and ground rent (TOSAP and COSAP)***

In recent years, city councils and provincial authorities notified Autostrade Italia of numerous demands for the payment of considerable sums in the form of ground tax (*Tassa per l'Occupazione di Spazi ed Aree Pubbliche* or TOSAP) and ground rent (*Canone per l'Occupazione di Spazi ed Aree Pubbliche* or COSAP). The levies are allegedly payable in return for the occupation of public land owned by the relevant councils and provincial authorities by motorway infrastructure (road bridges, viaducts and underpasses, etc.). Assessment proceedings by the local authorities were further intensified following a number of judgments handed down by the Supreme Court, which found against the Company. As the Company is not in agreement with the basis for the judgments, the relevant demands have been appealed and provisions have been made to cover the sums involved in "Other provisions for risks and charges". Recent judgments on the merits have found in the company's favour, ignoring the rulings of the Supreme Court.

With judgment no. 8628 of 7 May 2020, the United Sections of the Supreme Court ruled on the matter, partially overcoming the guidelines previously expressed and stating that the parties holding a municipal/provincial concession are required to pay the tax, regardless of who derives economic benefit from the exploitation of the property. Consequently, the TOSAP should not be applied to occupations carried out by means of motorway infrastructures, since they are works built and managed on the basis of a concession granted by the State and not by the local authority.

Recently, the Supreme Court has again intervened on the matter, with judgment no. 16395 of 10 June 2021, pronounced against a concessionaire company, stating that (i) COSAP is payable by the person who derives an economic benefit from the exploitation of the asset occupying the municipal/provincial property, regardless of whether the public land is taken away from collective use, and (ii) occupations without a concession from the local authority must be considered "abusive", regardless of whether they were carried out for the construction of an infrastructure of institutional interest.

Given the importance of this issue for motorway concession companies as a whole, AISCAT has already initiated institutional discussions with the Ministry of the Infrastructures and Sustainable Mobility, which is responsible for this matter.

Finally, it should be noted that, as of tax year 2021, the previous regulations on TOSAP and COSAP have been replaced by the Single Property Tax (*Canone Unico Patrimoniale* or CUP), which has borrowed the tax requirements.

***Litigation concerning Società Italiana per il Traforo del Monte Bianco (SITMB)***

With reference to the SITMB Extraordinary Shareholders' Meeting of October 2017, at which an amendment was made to the Articles of Association concerning the "statutory reserves" and the distribution of the "retained earnings" allocated therein by previous Shareholders' Meetings, the shareholder ANAS, in disagreement with both the amendment to the articles of association, which set out the criteria for the distribution of those profits, after voting against both resolutions, brought an action against SITMB requesting the annulment of the resolutions.

In the course of the subsequent hearings and following the judge's exhortations to find a settlement agreement for the disputes, having failed, despite the attempts made by SITMB, to reach a settlement of the dispute, the panel of judges of the Court of Turin - Civil Division 1 of the Companies, in judgment no. 231/2021 published on 18 January 2021, on the one hand dismissed ANAS's appeal against the resolution of the Extraordinary Shareholders' Meeting of 24 October 2017 relating to the amendments to Articles 13 and 20 of the company's articles of association and, on the other hand, annulled the resolution of the Company's Ordinary Shareholders' Meeting of 24 October 2017 relating to the distribution of retained earnings and ordered the Company to pay ANAS the sum of €28,136, plus CPA and VAT, by way of reimbursement of 50% of the costs of the proceedings.

On 16 July 2021, SITMB gave a mandate to appeal against the decision of the panel of judges, concerning the annulment of the distribution of retained earnings and the order to pay the costs of the proceedings. Also on 16 July 2021, SITMB's lawyer received notification of an independent notice of appeal brought by ANAS, which challenged the judgment on the grounds that it held that the appeal against the resolution of the extraordinary shareholders' meeting of 24 October 2017 concerning the 2017 amendment of articles 13 and 20 of the articles of association was unfounded. Moreover, with regard to two further disputes concerning the challenge of the 2018 and 2019 financial statements, the Court of Turin, with two separate orders of 19 July 2021, with a view to pursuing a settlement of the disputes has ordered the trial of the mediation procedure during the course of the proceedings (so-called mediation delegated by the Judge), assigning the parties a deadline of 15 days to submit the mediation request before an appointed body and inviting them to take, in that occasion, a precise conciliatory position and to devote their best efforts to ensure a positive outcome.

The mediation process must take place within three months from the date of the filing of the mediation request, unless postponed or extended. The two appeal proceedings are intended to be merged.

In consideration of the facts commented above, the provisions for risks and charges already allocated reflect, on the basis of the information available at the date, the best estimate of the risk of losing the case and of the charges potentially connected with the disputes described above.

**Recent developments**

***Procedure for the assessment of Autostrade Italia's serious breach of the Single Concession Contract in connection with the Polcevera Bridge Collapse***

Following the Polcevera Bridge Collapse, the Concession Grantor initiated a procedure alleging Autostrade Italia's serious breach of the Single Concession Contract (the "**Procedure**"). Despite ASPI's belief that such

Procedure was groundless, Autostrade Italia, with notes dated 11, 13, 14 and 15 July 2020, the latter two signed jointly with Atlantia, communcated its proposal to the Italain Government. In such proposal Atlantia expressed its willingness, *inter alia*, to proceed with the disposal of its entire stake in ASPI to a state-owned entity (Cassa Depositi e Prestiti S.p.A., "**CDP**"). The proposed disposal was subject to the agreement on the conclusion of such procedure, which needed to include the definition of ASPI's regulatory and tariff framework, through the execution of a new addendum (the "**Addendum**") to the Single Concession Contract, including a new Economic and Financial Plan ("**EFP**"). In response, on 15 July 2020, the Italian Government announced that, in view of the proposed settlement, it "*has decided to begin the settlement process as provided for by law, without prejudice to the fact that the right to revoke the concession will only be waived once the settlement agreement has been finalised*" (the "**Settlement Process**").

Following such announcement, ASPI and the Concession Grantor discussed the terms of a settlement agreement for the closure of the Procedure (the "**Settlement Agreement**"), which included a €3.4 billion compensation relating to the Polcevera Bridge Collapse in the form of support for the people of Genoa, toll discounts and additional works, as well as the Addendum. In addition, ASPI prepared revised versions of the EFP.

In the context of such interactions, ASPI held discussions with the representatives of the Italian Government and with the local authorities of the Liguria Region (the Region, the Municipality of Genoa and the Harbour Authority) in connection with the Settlement Agreement. Upon demand of the local authorities, which have been significantly impacted by the Polcevera Bridge Collapse, on 1 October 2021 the Issuer requested the Concession Grantor and to the administrations involved to concentrate the compensation measures envisaged in the Settlement Agreement in the area of the Liguria Region, by redistributing their destination – as envisaged under the agreement itself – in order to identify the best public interest in their utilisation.

***Settlement Agreement, EFP and Addendum***

Following such discussions, on 14 October 2021, the Issuer and the MIMS entered into the Settlement Agreement providing for the closure of the Procedure, which took up the above mentioned measures required by the affected local authorities of the Liguria Region, object of a specific agreement entered into on the same date by ASPI and the same local authorities.

The Settlement Agreement confirmed the overall €3.4 billion compensation due by the Issuer while modifying the split of the compensation in order to provide €1.4 billion for initiatives benefitting the local community in Liguria, including: (i) the construction of a tunnel under the port of Genoa and of a tunnel improving the road network in the Fontanabuona valley in the Province of Genoa; (ii) delivery of mobility, logistics and digital projects in the Genoa area; (iii) initiatives benefitting the port of Genoa; and (iv) compensation payable to residents of the properties located beneath the Bisagno Viaduct (located in Genoa).

The Settlement Agreement will satisfy all claims for compensation claimed by the Concession Grantor against the Issuer, as well as the claims of the local authorities in Liguria.

The effectiveness of the Settlement Agreement is subject to (i) the registration with the Italian Court of Auditors (*Corte dei Conti*) of the decree approving the Settlement Agreement; (ii) the approval of the Addendum, including the updated EFP, and the registration with the Italian Court of Auditors (*Corte dei Conti*) of the related decree of the MIMS and MEF approving such Addendum and EFP; (iii) the completion of the Disposal

The updated EFP and Addendum are subject to the approval of the Italian Inter-Ministerial Committee for Economic Planning and Sustainable Development (*Comitato Interministeriale per la Programmazione Economica e lo Sviluppo Sostenibile*); following such approval and the registration thereof with the Italian Court of Auditors (*Corte dei Conti*), the Issuer and the MIMS will enter into the Addendum, to which the EFP will be annexed; the effectiveness of the Addendum and the EFP will be subject to their registration with the Italian Court of Auditors (*Corte dei Conti*).

On 25 October 2021, following the execution of the Settlement Agreement, the MIMS requested, *inter alia*, ASPI to update the Addendum and the EFP in order to incorporate: (i) certain amendments to provisions applicable to sanctions and penalties; (ii) the contents of the agreement reached with the local authorities of the Liguria Region; (iii) the economic effects deriving from the COVID-19 health emergency, according to the indications of the Transport Regulatory Authority addressed to the entire motorway sector; (iv) the reduction of ASPI's capital invested, which entails the recalculation of the remuneration on the capital invested,

corresponding to the cost of the "Integautos" model noise barriers which ASPI replaced on the Autostrade Italia Network. ASPI is in the process of responding to the requests of the Concession Grantor. On 5 November 2021, the Issuer submitted an updated EFP to the MIMS.

***Launch of a consent solicitation on certain series of existing Notes issued by ASPI***

On 20 October 2021, the Issuer announced invitations to holders of the outstanding notes listed in the table below to consent to the release of the guarantee issued by Atlantia in respect of such notes and the modifications of the terms and conditions of each series by approving an extraordinary resolution of the holders of such series (such invitations in respect of the affected series, the "**Consent Solicitation**"). The Consent Solicitation is being carried out in connection with the disposal by Atlantia of its entire shareholding in the Issuer to a consortium comprising CDP Equity S.p.A. (a subsidiary of Cassa Depositi e Prestiti S.p.A. ("**CDP**")), funds advised or managed by affiliates of Blackstone Inc. (individually or together with its affiliates as the context may require ("**Blackstone**")) and entities controlled or managed by affiliates of Macquarie Group Limited ("**Macquarie**") pursuant to a share purchase agreement entered into on 12 June 2021. For additional information, see "*Shareholders - Disposal of Atlantia's stake in ASPI*"

| Description of the Notes | Maturity Date | ISIN | Principal Amount Outstanding | Coupon per annum |
|---|---|---|---|---|
| £500,000,000 6.25 per cent. Notes due 2022 | 9 June 2022 | XS0193942124 | £500,000,000 | 6.250 per cent. |
| €1,000,000,000 5.875 per cent. Notes due 2024 | 9 June 2024 | XS0193945655 | €1,000,000,000 | 5.875 per cent. |
| €500,000,000 Senior Guaranteed Notes due 2025 | 16 September 2025 | XS0542534192 | €500,000,000 | 4.375 per cent. |
| €135,000,000 Zero Coupon Senior Guaranteed Notes due 2 April 2032 | 2 April 2032 | XS0761524205 | €135,000,000 | 0 per cent. |
| €35,000,000 4.800 per cent. Senior Notes due 9 June 2032 | 9 June 2032 | XS0789521480 | €35,000,000 | 4.800 per cent. |
| €75,000,000 3.750 per cent. Senior Notes due 9 June 2033 | 9 June 2033 | XS0928529899 | €75,000,000 | 3.750 per cent. |
| €125,000,000 3.24 per cent. Senior Notes due 10 June 2034 | 10 June 2034 | XS1075052024 | €125,000,000 | 3.240 per cent. |
| €75,000,000 3.625 per cent. Senior Notes due 9 June 2038 | 9 June 2038 | XS1024746353 | €75,000,000 | 3.625 per cent. |
| ¥20,000,000,000 Fixed Rate Notes due 10 December 2038 | 10 December 2038 | XS0468468854 | ¥20,000,000,000 | 2.730 per cent. |

In respect of the Consent Solicitation, the Issuer convened the meetings of holders of the affected notes on 22 November 2021 in first call and, if required, on 26 November 2021 in second call.

At the end of the early voting period, which expired at 5.00 p.m. CET on 3 November 2021, a majority of the holders of each series of notes subject of the Consent Solicitation have issued voting instructions in favour of the proposed extraordinary resolutions. Such voting instructions may be revoked until 19 November 2021.

***Credit Rating Actions***

On 22 October 2021, Moody's upgraded the Issuer' senior unsecured rating from Ba3 to Ba2, while concurrently placing its credit rating and outlook under review for upgrade. The rating action taken by Moody's follows the entry into of the Settlement Agreement, which according to Moody's "*significantly decreases the likelihood of a revocation of ASPI's concession and reduces the political pressure and downside risks for ASPI*".

***Covid-19 impacts on traffic volumes***

The global spread of the Covid-19 virus around the world, and the Italian Government's resulting declaration of a health emergency, have limited or halted activity in many sectors of the economy and led to the imposition of quarantine measures or, in any event, restrictions on movement. These measures have had a major negative impact on traffic throughout the Italian Group Network.

Following the outbreak of the Covid-19 pandemic, the Italian economy contracted sharply during 2020 and entered a new recession. In 2021 GDP recovered, although it remains below the levels reached before the COvid-19 pandemic.

The following table shows weekly traffic figures from the beginning of 2021 until the most recently available data in 2021, compared with the corresponding period in 2020 and in 2019, for the Autostrade Italia Network:

| **Toll Roads (% ch. in Km travelled)**<br>**Autostrade Italia** | | | | |
|---|---|---|---|---|
| | | | | |
| *(Preliminary figures subject to update)* | | | **Change vs equivalent week of 2020** | **Change vs equivalent week of 2019** |
| | | | | |
| **Year to date**<br>(1/1/2021 to 7/11/2021) | | | **18.5%** | **-11.8%** |
| week 45 | | | 37.6% | -2.4% |
| week 44 | | | 35.9% | -1.0% |
| week 43 | | | 17.5% | -2.8% |
| week 42 | | | 10.3% | -0.4% |
| week 41 | | | 5.9% | -4.5% |
| week 40 | | | 10.0% | -0.4% |
| week 39 | | | 10.7% | 0.9% |
| week 38 | | | 7.8% | 2.2% |
| week 37 | | | 11.7% | 6.4% |
| week 36 | | | 12.3% | 8.9% |
| week 35 | | | 11.4% | 5.5% |
| week 34 | | | 9.2% | 4.6% |
| week 33 | | | 8.3% | 4.9% |
| week 32 | | | 10.1% | 5.1% |
| week 31 | | | 12.8% | 0.2% |
| week 30 | | | 14.0% | -0.2% |
| week 29 | | | 15.0% | -1.4% |
| week 28 | | | 14.7% | -5.4% |
| week 27 | | | 15.6% | -2.2% |
| week 26 | | | 15.7% | -6.1% |
| week 25 | | | 18.0% | -8.4% |
| week 24 | | | 22.0% | -10.4% |
| week 23 | | | 36.0% | -7.7% |
| week 22 | | | 74.1% | -7.7% |
| week 21 | | | 77.5% | -7.3% |
| week 20 | | | 107.4% | -9.9% |
| week 19 | | | 122.4% | -10.6% |
| week 18 | | | 283.5% | -12.3% |
| week 17 | | | 218.4% | -39.6% |
| week 16 | | | 280.4% | -40.4% |
| week 15 | | | 231.3% | -36.6% |
| week 14 | | | 257.6% | -33.8% |
| week 13 | | | 234.3% | -36.1% |
| week 12 | | | 144.9% | -38.9% |
| week 11 | | | 66.2% | -33.4% |
| week 10 | | | -8.0% | -29.7% |
| week 9 | | | -8.6% | -24.3% |
| week 8 | | | -20.6% | -20.6% |
| week 7 | | | -20.8% | -21.2% |
| week 6 | | | -17.4% | -17.5% |
| week 5 | | | -22.3% | -17.3% |
| week 4 | | | -27.2% | -25.1% |
| week 3 | | | -26.0% | -25.4% |
| week 2 | | | -42.3% | -40.6% |

## REGULATORY

*The Group's core business is heavily regulated under EU and Italian law and this may affect the Group's operating profit or the way it conducts business. Although this summary contains all the information that the Issuer considers material in the context of the issue of the Notes, it is not an exhaustive account of all applicable laws and regulations. Prospective investors and/or their advisers should make their own analysis of the legislation and regulations applicable to the Group and of the impact they may have on the Group and any investment in the Notes and should not rely on this summary only.*

### Introduction

The Italian toll road sector is governed by a series of laws, ministerial decrees, resolutions of the Italian Interministerial Committee for Economic Planning (*Comitato Interministeriale per la Programmazione Economica*) ("**CIPE**"), which have been issued and amended over time, and resolutions of the Transport Regulatory Authority, as well as generally applicable laws and special legislation, such as the road traffic code. In turn, such laws must comply with, and are subject to, EU laws and regulations applicable either during the award/renewal phase of the concessions or during the life of the concessions. Motorway concessionaires must operate pursuant to this regulatory framework, as well as pursuant to the concession agreements entered into by the concessionaires and the Concession Grantor.

The Italian Group Network is operated under six motorway Concessions granted by the MIMS. As a result of Law Decree 98 of 6 July 2011, converted into law with amendments by Law No. 111 of 15 July 2011, certain policymaking, supervision and oversight functions previously exercised by ANAS, a joint-stock company owned by the Italian Ministry of Economics and Finance, which acted as Concession Grantor for Autostrade Italia until the effective date of such Law Decree n. 98/2011, were supposed to be transferred to a newly-established Roads and Highways Agency within the MIMS which would have assumed such functions, as well as the role of grantor for existing motorway concessions, and administrator and grantor for any subsequent concessions put to public tender. However, since the required corporate documents were not approved by 30 September 2012, the Roads and Highways Agency was abolished and the responsibilities allocated to it were transferred to the MIMS as of 1 October 2012 as Concession Grantor.

As a result of such reorganization process, ANAS will continue to: (i) build and operate toll public roads and motorways, including those reverted to State control as a result of the expiry or early termination of a relevant concession; (ii) perform upgrades and improvements of public roads and motorways and the road signs system; (iii) acquire, maintain and improve the tangible and intangible assets of the road and motorway network; (iv) provide traffic police services along the motorway network; and (v) approve projects relating to works on the non-toll road and motorway network which are of public interest. Therefore, the MIMS's step-in (i) does not refer to rights and obligations that have arisen pursuant to the motorway concessions before 1 October 2012 (so called *ex nunc* effectiveness) and (ii) does not affect the judicial proceedings commenced by (or against) ANAS before such date.

Law Decree 201/2011 (the so-called *Salva-Italia*, or "**Save Italy**", legislation), converted, with amendments, into Law 214/2011, set up the Transport Regulation Authority (*Autorità di Regolazione dei Trasporti*) to oversee conditions of access and prices for rail, airport and port infrastructure and the related urban transport links to stations, airports and ports. This legislation was subsequently amended by article 36 of Law Decree 1/2012 (the so-called *Liberalizzazioni*, or "**Deregulation**", legislation), extending the scope of the new regulator's responsibilities to include the motorway sector. The new authority is, among other things, responsible for (i) determining tariff mechanisms based on the "price cap" mechanism for (a) new concessions and (b) those concessions existing at the date of the entering into force of Save Italy Law Decree (i.e., 28 December 2011), if an update (*aggiornamento*) or amendment (*revisione*) occurs, with the calculation of the X factor (i.e. the Annual Tariff Adjustment Percentage Factor described below) every five years for each concession; (ii) deciding the concession schemes to be included in tenders for management and construction; (iii) defining the arrangements of tenders intended for motorway companies for new concessions; (iv) determining the ideal management areas of motorway sections in order to promote a plural management of the sections and to enhance competition; (v) approving proposals formulated by the MIMS regarding the regulation and the tariff adjustments for motorway concessions; and (vi) helping grantors in verifying the criteria to determine the toll tariffs when an update (*aggiornamento*) or amendment (*revisione*) of the concessions occurs, taking into account the

implementation status of the investments already included in the relevant toll tariff. The Transport Regulatory Authority started its activity on 17 September 2013.

More generally, the Transport Regulatory Authority may, *inter alia*:

- propose the suspension, termination or revocation of concession agreements, public service contracts, program contracts and any other instrument that can be regarded as equivalent, if legal and regulatory conditions allow so;
- order the cessation of any action that does not comply with the regulatory requirements and of contractual undertakings entered into with entities subject to regulation, taking the appropriate measures; and
- issue fines of up to 10% of the turnover of the relevant company in the case of: (i) non-compliance with criteria for the setting and updating of the tariffs, fees, tolls, rights and prices subject to administrative control (ii) non-compliance with criteria for accounting separation and disaggregation of costs and revenues related to the activities of public services; (iii) breach of the regulations relating to access to the networks and to infrastructure or conditions imposed by the Transport Regulatory Authority itself; as well as (iv) non-compliance with orders issued and measures taken by the Transport Regulatory Authority itself.

Although the Transport Regulatory Authority has been granted the above-mentioned powers and responsibilities, strengthened under Law Decree No. 109 of 28 September 2018 (the so-called "**Decreto Genova**"), Article 36 of the Save Italy Law Decree specifies that the MIMS, the MEF and the CIPE keep their regulatory powers, as detailed in the paragraphs above, on the approval of program agreements and concession deeds, with particular reference to matters concerning public finance. In particular, article 16, paragraph 1, of the Decreto Genova strengthened the powers of the Transport Regulatory Authority on motorway concessions, conferring the Transport Regulatory Authority powers to issue new guidelines for the determination of tariffs and to assess regulatory aspects also for concessions already granted (and therefore, not only for new and future concessions). Moreover, the Milleproroghe Decree imposed the adoption of the new scheme to all concessionaires at the time of approval of their EFPs at the end of the five-year regulatory period. See "- *The Autostrade Italia Concession - Five-year update to the financial plan*".

The Transport Regulatory Authority, by Resolution No. 16 of 18 February 2019 started the procedure, with notice and comment period, aimed at determining the tariff system based on a price cap methodology and on a productivity index X to be updated every five years for new concession agreements and already existing ones whose regulatory period have already expired. As of the date of this Offering Circular, the (new) tariff system applies to 16 concession agreements as listed in the addendum (*appendice*) of Annex A to Resolution No. 16/2019 (i.e., concession agreements for which the five year regulatory period has expired: a) in the period following the entry into force of Decreto Genova; and b) before the entry into force of such decree, without the process of updating the economic-financial plan having been completed by such date). Consistently, on 19 June 2019, the Transport Regulatory Authority issued for each of the above mentioned 16 concession agreements the relevant resolution approving the new tariff systems, including Autostrade Italia, Raccordo Autostradale Valle d'Aosta, Società Autostrada Tirrenica and Tangenziale di Napoli.

In particular, similarly to the previous system under CIPE Resolution No 39/2007, the new tariff system presents the following features:

- a five year regulatory period;
- a differentiation of activities between:
    - activities which are directly subject to tariff regulation (which directly refer to the operation motorway);
    - activities which are not directly subject to tariff regulation, but are relevant for the purpose of allocating the extra profitability from the performance of ancillary activities (i.e. ancillary activities such as service stations);

- activities which are not relevant for the tariff system (as not directly or indirectly related to the concession);

- identification of the methods for determination of toll tariffs, through:

  - identification of the perimeter of the concessionaire's eligible costs (i.e. capex and opex) and related evaluation;

  - identification of the initial maximum tariff level, in relation to each tariff component and to the estimated traffic volumes;

  - application of the "price cap method", with determination of the productivity factor X every five years for the operational tariff component;

- a tariff reduction mechanism, in case of increased revenues resulting from higher actual traffic volumes compared to those estimated under the traffic forecasts (potentially underestimated);

- a comprehensive penalty/premium system for the quality of the service;

- an automatic of tariff adjustment mechanism associated with actual degree of implementation of investments, with provision of penalties if the delay in carrying out the investments is attributable to the concessionaire;

- accounting separation obligations for the concessionaire and provision of related regulatory accounting system.

As far as investments are concerned, it is *provided that* existing and ongoing investments (the "**RAB ante**"), already contracted out at the time of application of the new Transport Regulation Authority regime, continue to be regulated under the previous regime, with reference especially to the remuneration criteria, on the basis of which the remuneration of the RAB ante is equal to the implied internal rate of return. Conversely, new investments (the "**RAB post**") shall be assessed under the new Transport Regulatory Authority regulation (as of the date of its application) and their remuneration is equal to the weighted average cost of the capital as calculated below. The RAB post criteria provides a strong safeguard on returns blending historical rate of returns on existing assets with a weighted average cost of the capital approach on new investments. In general terms, the RAB-based tariff regime provides protection to traffic volumes changes. See "- *The Autostrade Italia Concession - Transport Regulatory Authority – Tariff Resolutions*".

In particular, the rate of return due the new works is determined, similarly to the previous regime, according to the weighted average cost of the capital method (WACC, called R under the new regulation), based on the following components:

- Rd: cost of debt;

- Re: cost of equity;

- g: % of financial debt (gearing);

- (1 - g): % of equity;

- t: tax shield, i.e. corporate income tax (IRES) rate;

- T: income tax rate, i.e. IRES+IRAP (corporate income tax + regional tax on productive activities).

Law Decree 1/2012, converted into Law 27/2012 (as amended by Law Decree 83/2012 converted into law, with amendments, by Law 134/2012), contains a range of provisions impacting, among other things, on motorway concessions, including (i) article 51, which, from 1 January 2014, has raised the minimum percentage of works to be contracted out to third-party contractors by the providers of construction services under concession to 60%; and (ii) article 17, which has introduced a new regime for the holders of fuel service licences, who may now offer other goods and services for sale at their service stations.

**Legislative Decree No. 50/2016 and provisions impacting motorway concessionaires**

Starting from 19 April 2016, the legal framework governing the concessions and public contracts has been significantly reformed. By means of Legislative Decree No. 50/2016, the Italian Government has adopted the new code of public contracts, implementing European Directives 2014/23/EU, 2014/24/EU and 2014/25/EU, concerning the award of concession and public contracts as well as the awarding procedure by entities operating in the water, energy, transport and postal services sectors (as amended, including by Legislative

Decree No. 56/2017, the "**Public Contracts Code**"). The Public Contracts Code – which replaces Legislative Decree No. 163/2006 – is effective from its publication in the Italian Gazette (*i.e.*, 19 April 2016).

In general terms, the Public Contracts Code has significantly changed the regime of the concessions, affecting the revision of the financial and economic plans, the risk allocation between grantor and concessionaire, early termination events and termination payments, step-in-right, conditions for contractual changes, variations and additional works, regime of works, services and supplies subcontracted by the concessionaires, designs etc. Notwithstanding the above, Article 216, paragraph 1, of the Public Contracts Code provided a specific provisional regime whereby, without prejudice to the provisions under Article 216 or to specific provisions set forth under the Public Contracts Code, the latter shall apply:

(i) to tenders and contracts whose calls for tender or tender notice have been published after its entry into force (*i.e.* 19 April 2016); or

(ii) in case of contracts awarded without any publication of call for tender or public notice, to the tenders and contracts in relation to which invitations to submit bids have not been sent to the candidates at the date of entry into force of the Public Contracts Code.

Therefore, based on this provisional regime, the Public Contracts Code shall not apply to existing concessions at the date of entry into force of the Public Contracts Code save for specific provisions stating their applicability to concession agreements existing at the date of entry into force of the Public Contracts Code.

Article 177 of the Public Contracts Code, concerning "concessionaire awarding", has introduced the obligation to award to a third party 60% of the works, services and supply contracts for €150,000 or more, via public and open tender procedure for state or private entities which do not operate in the so called "excluded sectors" and which have been granted motorway concessions as of the entry into force of the Public Contracts Code, and which have not been subject to project financing or awarded through a public tender procedure in accordance with the European framework of rules. Furthermore, the above Public Contracts Code provides that the remaining part (equal to 40%), in particular for private entities, can be carried out through companies directly or indirectly controlled or connected. The Italian Anticorruption Authority ("**ANAC**") is entitled to verify annually that the concessionaires comply with the above mentioned percentages according to procedures to be defined through specific guidelines. In case of repeated imbalance found by ANAC, specific penalties may be applied by ANAC. The concessionaires shall implement the provisions under Article 177 within a transitional period until 31 December 2020, as set forth by Article 1, paragraph 20, letter bb), Law No. 55/2019.

Following the publication of the ANAC guidelines under article 177 of the Public Contracts Code, AISCAT (the association of the motorway toll operators) and the operators, including Autostrade Italia, have challenged such guidelines before the Regional Administrative Court of Lazio, which has ruled the challenges as inadmissible as they did not meet the requirement that the guidelines would cause immediate harm. The decision of the Regional Administrative Court of Lazio has been appealed before the Council of State, where judgment is pending.

Article 178 of the Public Contracts Code, concerning motorway concessions and the interim regime, *provides that* the grantor of a motorway concession that has expired as of 19 April 2016, shall, within 6 months from the date thereof, call a tender offer to award the concession. However, article 178 also provides that the grantor may operate the motorway in-house. In addition, article 178 (i) prohibits the extension of the term of concessions, (ii) provides that the operational risk set forth in article 3, paragraph 1, lett. zz), shall also include the "traffic risk" and (iii) provides that the former concessionaire will be entitled to receive from the new concessionaire an indemnity for investment made and not yet amortised, net of amortizations and certain assets.

The new legislation, which repealed Legislative Decree no. 163 of 2006, entered into force on 20 April 2016 and concessionaries shall implement the new provision within a transitional period (*i.e.* a period of 24 months from the date of entry into force).

In addition, on 22 August 2017 the Decree n. 120 of 13 June 2017, published in the Official Gazette n. 183 of 7 August 2017, entered into force. The decree provides simplified rules for management of lands and excavated earth and rocks.

**Concessions of the Group's Motorway Companies**

With regard to motorway service areas, the terms and conditions of sub-concession arrangements in force at 31 January 2012 are unaffected, as are the restrictions linked to competitive tenders for motorway areas under concession, conducted in accordance with the format required by the Transport Regulation Authority.

The following table lists the Concessions held by the Group's Italian Motorway Companies as at 30 June 2020, specifying the expiry date and the number of kilometres granted under each Concession:

| Concession Holder | Concession | Kilometres of Motorway | Expiry Date |
|---|---|---|---|
| Autostrade Italia | Autostrade Italia Network | 2,855 | 2038 |
| Autostrade Meridionali(1) | A3 Naples-Salerno | 52 | 2012 |
| Raccordo Autostradale Valle d'Aosta | A5 Aosta-Mont Blanc | 32 | 2032 |
| Tangenziale di Napoli | Naples ring-road | 20 | 2037 |
| Mont Blanc Tunnel | T1 Mont Blanc Tunnel | 6 | 2050 |
| Società Autostrada Tirrenica(2) | A12 Livorno-Civitavecchia | 55 | 2046 |

(1) The Autostrade Meridionali Concession expired on 31 December 2012, but upon request of the Concession Grantor, Autostrade Meridionali is carrying on the ordinary management of the relevant Concession whilst awaiting the transfer of the concession to a new operator.

(2) Italian Law Decree no. 162 of 2019 converted into Italian law No. 8/2020 introduced a provision shortening the SAT concession period from 2046 to 2028 and which, by repealing certain provisions of Italian law no. 531 of 1982, limited the concession granted to SAT to the management of the sections of the A12 Livorno-Grosseto-Civitavecchia motorway open to the traffic as at the date of entry into force of the law of conversion itself; to this purpose the law provides for the revision of the concession agreement with the MIMS which is currently pending. However, such provision is subject to ongoing litigation and will have to be reflected in the relevant single concession contract which currently stipulates that the Concession expires in 2046. See "*Business Description of the Group – Litigation Autostrada Tirrenica – judgment of the Court of Justice of 18 September 2019 and art. 35 of the Milleproroghe Decree*" and "*Regulatory - Concessions of the Group's Motorway Companies*".

The Autostrade Italia Concession, the concession governing the Autostrade Italia Network, the Group's most significant motorway network, is governed pursuant to a concession agreement entered into on 12 October 2007 (the "**Single Concession Contract**"). The Single Concession Contract replaced a series of earlier agreements and implemented the regulatory provisions set out in Law Decree 262/2006, converted into Law 286/2006 (as defined below). See "*— Regulatory Background — Important Developments in the Regulatory History of the Concessions*". The Group's other motorway concessions are governed pursuant to a series of different concession agreements.

The Autostrade Meridionali Concession expired on 31 December 2012, but upon request of the Concession Grantor, Autostrade Meridionali is carrying on the ordinary management of the relevant Concession whilst awaiting the transfer of the Concession to a new operator. As requested by the Concession Grantor, Autostrade Meridionali is engaged in drawing up a plan for safety measures to be implemented on the motorway. The Concession Grantor published the call for tenders in the Official Gazette of 10 August 2012 in order to award the concession for maintenance and operation of the Naples-Pompei-Salerno motorway. On 4 February 2020, the MIMS announced that the concession for the A3 Napoli-Pompei-Salerno motorway was provisionally awarded to the SIS consortium, subject to satisfaction of certain requirements. Autostrade Meridionali challenged the MIMS's decision before the Regional Administrative Court of Campania; however, on 21 October 2020, the court rejected Autostrade Meridionali's claim and, therefore, maintained the legitimacy of the definitive awarding to the awarded bidder. The Court decision has been appealed before the Council of State. For the details related to the litigation brought by Autostrade Meridionali see "*Business Description of the Group — Legal Proceedings*".

As at 31 December 2010, the Motorway Companies (with the exception of the Mont Blanc Tunnel, which operates under a different concession regime, and Autostrade Italia, whose Single Concession Contract came into effect in 2008) and MIMS (at the time ANAS) entered into new single concession agreements provided for

by Law Decree 262/2006, as amended. These single concession agreements became effective for the Group's Motorway Companies following certain approvals by CIPE in November and December 2010.

Società Tangenziale di Napoli is the concessionaire of the Naples motorway under the relevant Concession entered into with the Concession Grantor on 28 July 2009, which will expire on 31 December 2037.

On 22 February 2018, the first additional deed was signed, updating the EFP for the 2014 -2018 regulatory period. The company sent, in June 2020 and then in October 2020 with updates, the EFP for the 2020 - 2024 regulatory period, in accordance with the new tariff model set out in the resolutions of the Transport Regulatory Authority (being subject to an appeal by Società Tangenziale di Napoli as well as by the other Motorway Companies). Tangenziale di Napoli also challenged before the Campania Regional Administrative Court (TAR Campania) the Concession Grantor's decision dated 31 December 2019, by which - in compliance with article 13 of the *Milleproroghe* Decree – the Concession Grantor ordered the suspension of the 2020 tariff increase until the completion of the EFP update. Moreover, Tangenziale di Napoli, as well as the other concessionaires of the Group, challenged the note of the Concession Grantor dated 31 December 2020 in the part where it is established that the company should apply, starting from 1 January 2021, a tariff adjustment "equal to 0.00 per cent", pursuant to article 13 of the Milleproroghe Decree. This latter provision ordered, for the motorways concessionaires with expired economic financial plans, the postponement of the deadline for the adjustment of the motorways tariffs related to the year 2020 and the year 2021 until the approval of new economic financial plans, prepared in accordance with the resolutions adopted by the Transport Regulatory Authority. The deadline for the preparation of economic financial plans has been extended to 31 December 2021 from the original deadline set for 31 July 2020.Società Autostrada Tirrenica (SAT) is the concessionaire of the Livorno - Civitavecchia motorway under the relevant Concession entered into with the Concession Grantor on 11 March 2009, which will expire on 31 December 2046.

Article 35, paragraph 1-*ter*, of the *Milleproproghe* Decree provides that the subject matter of the SAT Concession no longer refers to the entire Livorno - Civitavecchia motorway, but only to the sections in operation (*i.e.* Livorno - S. Pietro in Palazzi and Civitavecchia - Tarquinia), setting the expiry date of the relevant Concession in 2028. Therefore, SAT brought an appeal before the Lazio Regional Administrative Court (*TAR Lazio*) to ascertain the European and constitutional illegality of the above rule. However, such provision is subject to ongoing litigation and, once determined, will need to be reflected in the relevant single concession contract which currently stipulates that the Concession expires in 2046. See "*Business Description of the Group – Litigation Autostrada Tirrenica – judgment of the Court of Justice of 18 September 2019 and art. 35 of the Milleproroghe Decree*" and "*Regulatory - Concessions of the Group's Motorway Companies*".

In June 2020 and most recently in November 2020, SAT sent its EFP for the regulatory period 2020 - 2024, including references to the above-mentioned sections in operation and considering the anticipated expiry date of the relevant Concession, in accordance with Article 35, paragraph 1-*ter*, of the *Milleproproghe* Decree and with the new tariff model set out in the resolutions of the Transport Regulatory Authority.

SAT appealed before the Lazio Regional Administrative Court (*TAR Lazio*) the MIMS /MEF measures, not recognising or partially recognising tariff increases for the years 2014, 2016, 2017, 2018, 2019 and 2020. Following the decisions ruled by the Lazio Regional Administrative Court (*TAR Lazio*) in 2019, relating to the appeals filed for the years 2014, 2016, 2017 and 2018, the *Commissioner ad acta* (appointed by the Lazio Regional Administrative Court (*TAR Lazio*) to enforce such rulings (due to the *inertia* of the MIMS /MEF)) redetermined the tariff increases due to the company. The Commissioner issued a first decree, related to the judgment whereby the tariff increase due to SAT for the year 2014 has been recognised, by virtue of which SAT applied, starting from 9 November 2020, an increase equal to 2.54%.

As a result of the subsequent decrees of the Commissioner *ad acta* related to the judgments concerning the tariff increases for the years 2016, 2017 and 2018, SAT applied from 28 December 2020 an overall increase equal to 11.30%.

Without prejudice to the above, since the abovementioned decrees related to these latter judgments (increases for 2016, 2017 and 2018) did not fully recognise the tariff increases requested by SAT, the latter brought an appeal against such decrees in order to obtain the portion not recognised for the years 2019 and 2020. Moreover, also SAT, as Tangenziale di Napoli, challenged the note of the Concession Grantor dated 31 December 2020

whereby it was notified that the tariff increase starting from 1 January 2021 was equal to zero, by virtue of article 13 of the Milleproroghe Decree.

SAT appealed to the Lazio Regional Administrative Court (*TAR Lazio*) against the Concession Grantor's decision limiting the toll on the Civitavecchia - Tarquinia section to only 5 km instead of 15 km corresponding to the actual extension of the section. See "*Business Description of the Group — Legal Proceedings*".

Raccordo Autostradale Valle d'Aosta is the concessionaire of Raccordo Autostradale Valdostano under the relevant Concession entered into with the Concession Grantor on 29 December 2009, which will expire on 31 December 2032.

Raccordo Autostradale Valle d'Aosta sent, first in June 2020, and then in October 2020 with updates, the EFP for the 2020 - 2024 regulatory period, in accordance with the new tariff model set out in the resolutions of the Transport Regulatory Authority (being subject to appeal by Società Tangenziale di Napoli as well as by the other Motorway Companies).

Raccordo Autostradale Valle d'Aosta also challenged before the Valle D'Aosta Regional Administrative Court (TAR Valle d'Aosta) the MIMS /MEF measures, stating that tariff increases for the years 2014 - 2019 were recognised to be lower than those required under the terms and conditions of the relevant Concession, obtaining, for the years 2016 and 2018, the upholding of the related appeals. However, the Valle d'Aosta Regional Administrative Court (*TAR Valle d'Aosta*) rejected the company's appeal against the Concession Grantor's decision to suspend the 2020 tariff increase. On 29 January 2021, the Company therefore submitted an appeal to the Council of State against the judgment of first instance issued by the Regional Administrative Court of Valle d'Aosta (*TAR Valle d'Aosta*).

Lastly, Raccordo Autostradale Valle d'Aosta, as the other concessionaires mentioned above, challenged the note of the Concession Grantor dated 31 December 2020 whereby it was recognised a tariff increase for the year 2021 equal to zero.

See "*Risk Factors — Risks Relating to the Business of the Group*" and "*— Other Group Concessions — Legal Framework.*"

***Regulatory Background — Important Developments in the Regulatory History of the Concessions***

Motorway concessions were historically granted by the State. In 1992, Law No. 498/92 granted CIPE the authority to issue directives in relation to the revision of existing motorway concessions and toll rates.

CIPE, by a resolution dated 21 September 1993, established the criteria for the review and renewal of motorway concessions. Pursuant to such criteria, any bid:

(i) must contain an investment plan (which provides estimates of the economic and financial performance of the concessionaire and includes the expected works to be performed by the concessionaire during the concession, the estimated cost of such works and expected State subsidies, if any) which is complying with a standard model approved by the former Ministry of the Public Works (now MIMS) and the former Ministry of the Budget and of the Economic Programming and Treasury Ministry (now MEF);

(ii) must set out rules for the allocation of works according to applicable law in force, including EU environmental legislation;

(iii) can broaden the concessionaire's scope of activity, with the aim of improving its management and diversifying services offered to customers; and

(iv) must eliminate restrictions on the shareholding structure of the concessionaire companies.

Since 1993, CIPE has issued several directives regarding the relationship between ANAS and the individual concessionaires, which form the basis for a standard concession agreement prepared by the MIMS (the "**Standard Concession Agreement**"). The Standard Concession Agreement provided the general terms which were expected to govern subsequent concession agreements with the concessionaires.

Regulatory changes were also introduced in the legal framework governing motorway concessions to clarify the roles of the State vis-à-vis the Italian regions. Italy's regions have administrative, legislative and executive

powers at the local level, and can act in matters specifically under their domain or in areas which are not specifically reserved for the State. Regions are responsible for managing the network of roads and motorways which do not have a national interest and may grant concessions for the construction and management of regional toll motorways.

Law Decree No. 262 of 3 October 2006, which was converted into law on 24 November 2006 as Law No. 286/2006 (as subsequently amended, "**Law 286/06**") and subsequently amended by Law No. 296/2006 ("**Law 296/06**") and by Law No. 101/2008, established a new regime for motorway concessions primarily through the requirement that concessionaires enter into a comprehensive new concession agreement following specific binding guidelines. All concessionaires are required to enter into such new concession agreement upon the earlier to occur of an update to the relevant concession's financial plan (the "**Concession's Financial Plan**") or revision of the relevant concession agreement following the effectiveness of the new legislation. Law 286/06 provides, among other things, for:

(i) the rate to be used in calculating annual tariff adjustments based on traffic and cost trends and the concessionaire's efficiency and service quality;

(ii) the terms for the allocation of additional profits generated by the commercial use of motorway areas;

(iii) the terms for the recovery of toll revenues related to commitments under investment plans;

(iv) the recognition of tariff adjustments in return for investments included in the investment plan only after the related investments have been verified by the grantor of the concession to have been effectively carried out;

(v) the documentation to be provided to the Concession Grantor; and

(vi) a system of sanctions and penalties in the event of a breach of the concession.

New concession agreements are subject to the technical review by the Consulting Unit for the implementation and regulation of public utility services (*Nucleo di consulenza per l'attuazione delle linee guida sulla regolazione dei servizi di pubblica utilità* or "**NARS**") as well as the CIPE and the Transport Regulatory Authority, followed by a review by the relevant Parliamentary Commissions. New concession agreements are approved by interministerial decree from the Ministry of Infrastructure and Transport and the Ministry of Economy and Finance, subject to a preliminary review of legitimacy by the *Corte dei Conti*, the independent institute responsible for supervising public finances, among others.

Pursuant to Article 43 of Law Decree No. 201/2011, any updating (at the end of each five year regulatory period) or revision (due to the occurrence of extraordinary events) of concession agreements relating to toll roads, as well as of the relevant Concession's Financial Plan which are an integral part thereto, shall undergo the following approval procedure:

- if such updating (aggiornamento) or revision (revisione) determines a variation or a modification of the investment plan or to regulatory aspects impacting on public finance, the MIMS provides, after consultation with the Transport Regulatory Authority for the matters of its competence pursuant to article 37 of the same Law Decree, for its transmission to the CIPE which, subject to prior examination of the NARS, shall provide its opinion through an ad hoc resolution within 30 days of such transmission. The final approval is then granted by an inter-ministerial decree of MIMS and MEF within 30 days of the transmission of the relevant modification proposal by the competent grantor; and

- if such updating or revision does not determine a variation or a modification of the investment plan or to regulatory aspects impacting on public finance, the final approval is granted by an inter-ministerial decree of MIMS and MEF within 30 days of the transmission of the relevant modification proposal by the competent grantor.

On the other hand, the rebalancing process, if in line with the above described provisions set out under the relevant concession agreement and the applicable regulatory framework, does not require, in principle, any authorisation from the EU Commission. In fact, Article 43 of EU Directive 2014/23/EU concerning concession contracts expressly allows modifications to concession contracts being made, where such modifications, irrespective of their value, are not substantial. Changes are deemed not substantial when they do not render the

concession materially different in character from the one initially concluded. In principle, a modification is considered substantial, if, for example: (i) it introduces conditions which, had they been part of the initial concession award procedure, would have allowed for the admission of applicants other than those initially selected or for the acceptance of a tender other than that originally accepted or would have attracted additional participants in the concession award procedure; (ii) it changes the economic balance of the concession in favour of the concessionaire in a manner which was not provided for in the initial concession; (iii) it extends the scope of the concession considerably; or (iv) it is a modification where a new concessionaire replaces the one to which the contracting authority or contracting entity had initially awarded the concession in other cases than those legitimately provided for under the concession agreement or otherwise.

Law 286/06 and Law Decree 69/13, converted into Law 98/13, made substantial changes in the tariff adjustment procedure. In particular, Law 98/13, amending Law 355/03, provides that the concessionaire notifies the grantor, within 15 October of each year, a proposal containing the variations to the tariffs that it intends to apply, further to the investment item of parameters X and K regarding new additional works. By 15 December of each year, the MIMS, in agreement with the MEF, should enact a decree, approving or rejecting the proposed variations. The decree may concern exclusively the verifications regarding the accuracy of the values inserted in the revisioning formula and related calculations or the occurrence of severe violations of the provisions set forth in the concession and that have already been formally notified to the concessionaire by the previous 30 June.

In accordance with Law 286/06, CIPE issued a directive in June 2007 ("**CIPE Resolution 39/07**") that introduced criteria and parameters for determining motorway tariffs. CIPE Resolution 39/07 was applicable to all new concessions and existing concessions where the concessionaire requests a re-alignment of the Concession's Financial Plan, as well as to new investments under existing concessions which were not yet approved at 3 October 2006, or which were approved but not included in the investment plan at such date. CIPE Resolution 39/07 introduced a new tariff formula which provides for a re-alignment of tariffs every five years to reflect traffic and cost trends and investment costs in an effort to provide the concessionaire with an agreed rate of return.

Supplementing CIPE Resolutions 39/07, 27/2013 and 68/2017 established criteria and methods for the updating of EFPs at the expiry of the regulatory period.

Law Decree 59/2008, converted into law by Law 101/2008, as amended, approved all concessions entered into with ANAS as of 31 July 2010 and enabled motorway concessionaires to agree to a simplified formula for the annual tariff rate adjustment calculation based, for the entire term of the concession, on a fixed percentage of real inflation, as well as terms for the return of invested capital.

Law Decree 201/2011 (the so-called *Salva-Italia* or "**Save Italy**" legislation) also introduced a simplified approval procedure for amendments to existing concessions, which shall be approved by decree by the Ministry of Infrastructure and Transport, together with the Ministry of Economy and Finance. Updates or amendments to existing concessions which result in amendments to the investment plans or regulatory aspects relating to public finance, shall be reviewed by CIPE, following consultation with NARS which shall provide any comments within 30 days.

Starting from the entry into force of the Decreto Genova, the Transport Regulatory Authority is, *inter alia*, bound to establish, by virtue of Article 37, paragraph 2, letter of Law Decree No 201/2011 (so called "**Decreto Salva Italia**"), the toll tariff systems in accordance with a price cap methodology and a productivity index X to be updated every five years:

(a) for new concession agreements (as it was required by the Decreto Salva Italia before the entry into force of Decreto Genova); and

(b) for ongoing concession agreements at the date of the entry into force of the Decreto Salva Italia when an update (*aggiornamento*) or amendment (*revisione*) occurs under Article 43, paragraph 1 and, for the matters regarding the Transport Regulatory Authority competence, paragraph 2 of the same decree, whether such updates or revisions involve (paragraph 1), or not (paragraph 2), changes or modifications to the investment plan or to regulatory aspects impacting on public finance.

The Transport Regulatory Authority Resolution No. 16/2019 is focused on establishing, as a priority, the tariff systems for the 16 ongoing concession agreements listed in the addendum of Annex A to Resolution No. 16/2019 (including Autostrade Italia, Raccordo Autostradale Valle d'Aosta, Società Autostrada Tirrenica and Tangenziale di Napoli) for which the five year regulatory period has expired:

(a) in the period following the entry into force of Decreto Genova; and

(b) before the entry into force of the Decreto Genova, without the process of updating the EFP having been completed by such date.

In particular, the tariff systems established for each of the above 16 concession agreements applied starting from 1 January 2020 and include a safeguard measure aimed at ensuring that concessionaires recover those investments already carried out or ongoing in compliance with the level of profitability resulting from the application of the previous tariff systems.

This tariff system allows each of the 16 concessionaires to establish the Concession's Financial Plan and regulatory plan that the grantor, subject to its own evaluation, will submit to the Transport Regulatory Authority, which will then issue its opinion as stipulated in Article 43 of the Decreto Sblocca Italia.

Motorway concessionaries affected by the resolutions eventually adopted by the Transport Regulatory Authority may challenge the new tariff system before the Administrative Tribunal within 60 days from the publication of such resolution and may request a suspension of the effectiveness of the new tariff pending the judgment.

The Transport Regulatory Authority's Resolution No. 16/2019 as well as its explanatory report (*relazione illustrativa*) specifies that the it shall issue further resolutions - based on the same tariff methodology under Resolution No. 16/2019 - in respect of the remaining ongoing concession agreements (other than the above 16 concession agreements) both at the end of the relevant five year regulatory period (i.e., an update of the Concession's Financial Plan) and in case of a revision of the Concession's Financial Plan due to extraordinary events. In this respect, the explanatory report (*relazione illustrativa*) specified that (i) the new tariff methodology shall not have an innovative nature (being just an application of the current price cap/X factor method) and (ii) it is expressly recognised that, in relation to the investments already carried out, the remuneration of investment costs shall be recognised in compliance with the previous tariff system, in order to ensure certainty and reliance on the existing arrangements.

As per the general principles set out in Resolution No. 16/2019, the main aspects are, *inter alia*:

- the determination of toll tariffs is based on:
    - the identification of the admissible costs of the concessionaire and relevant amounts;
    - the identification of the initial maximum toll tariff, to be determined *ex ante* using the references and criteria specified under Resolution No. 16/2019 in relation to the individual tariff components and the related traffic volume forecasts; and
    - the application of the price cap methodology, with determination of the productivity index X every five years as established by the Transportation Authority and to be applied to the management tariff component;
- the determination of an effective safeguard mechanism, consistent with the price-cap methodology. The mechanism addresses, via a toll tariff reduction, the issue of potential "extra-revenues" related to the underestimation of traffic volumes by the concessionaries;
- the determination of a system of penalty and reward mechanism with respect to the quality of the services provided; and
- the determination of a mandatorily distinct accounting system to be implemented by the concessionaire through the related regulatory accounting system.
- concluding the proceeding started with the Resolution no. 16/2019, which involved a public consultation in the context of which the participants have been able to express observations and

comments related to the contents of the resolution, subsequently assessed by the Offices of the Authority, 16 different measures have been issued, each related to each of the concessions involved, containing the specific implementation of the tariff System to be applied to each of them. In particular, the resolution that affected ASPI is the resolution no. 71/2019.

*Law Decree 162 of 30 December 2019 (the Milleproroghe Decree)*

The Milleproroghe Decree introduced two provisions that have a direct impact on motorway operators, with the stated aim of amending the terms and conditions of existing concession contracts.

Article 13 of the Milleproroghe Decree (as modified by article 13 of Law Decree No. 183 of 31 December 2020 and subsequently by the Law Decree no. 121 of 2021) provides for postponement of the deadline for increasing motorway tolls for 2020 and 2021 for operators whose regulatory period had expired when it came into force, until the procedure for revising the operators' financial plans, drawn up in accordance with the Transport Regulatory Authority's resolutions, has been completed. Specifically, paragraph 3 states that: "For operators whose five year regulatory period has expired, the deadline for increasing motorway tolls for 2020 and 2021 has been postponed until the procedure has been defined for revising the financial plans prepared in compliance with the resolutions adopted pursuant to art. 16, paragraph 1 of Law Decree 109 of 2018, by the Transport Regulatory Authority, pursuant to art. 37 of Law Decree 201 of 6 December 2011, converted, with amendments, into Law 214 of 22 December 2011. By 30 March 2020, the operators are to submit proposals to the Grantor for revising their financial plans, to be reformulated in accordance with the above regulations, which annul and replace any previous update proposals. The update of the financial plans submitted by the deadline of 30 March 2020 must be completed by 31 December 2021 at the latest".

Article 35 of the Milleproroghe Decree introduced new regulations regarding termination of the concession for a breach of the arrangement by the motorway operator, providing for: on the one hand, pending completion of the tender to award the concession, the possibility for ANAS to provisionally manage the concession; and, on the other hand, (i) the application of article 176, paragraph 4 letter (a) of the Legislative Decree no. 50/2016 which provides for new criteria for calculating the compensation due to an operator in the event of early termination of the concession due to a breach of the concession contract by the operator, which would result in a significantly lower amount than the one provided for in the existing Single Concession Contract of Autostrade Italia and (ii) the decoupling of the payment of the termination amount from the effectiveness of the early termination of the relevant concession; such provisions are intended to prevail on any different provisions in the relevant concession contracts. See "*-The Autostrade Italia Concession – Expiry or Termination of Concession*".

Specifically, article 35 has established that "revocation, forfeiture or termination of road or motorway concessions, including those for toll roads and motorways, whilst awaiting the conduct of the tender process for the award of the concession to a new operator, during the period strictly necessary for the operator's selection, ANAS, in implementation of article 36, paragraph 3 of law Decree 98 of 6 July 2011, converted, with amendments, into Law 111 of 15 July 2011, may assume responsibility for managing the related motorways, and carry out routine and non-routine maintenance and investment in upgrades. This is without prejudice to any provisions in the concession arrangement that exclude payment of compensation in the event of early termination of the concession arrangement, and has no effect on ANAS's right, in order to carry out the activities referred to in the first paragraph, to acquire any designs produced by the outgoing operator against payment of a fee based on the design costs alone and any intellectual property rights, as defined by art. 2578 of the Civil Code. The Minister of Infrastructure and Transport, in agreement with the Minister of the Economy and Finance, shall issue a decree governing the purpose and the procedures to be adopted for the provisional management of the concession by ANAS. If termination of the concession is due to a breach on the part of the operator, art. 176, paragraph 4(a) of Legislative Decree 50 of 18 April 2016 shall apply, replacing any non-compliant substantive and procedural provisions in the concession arrangement, even if approved by law, which are to be considered null and void in accordance with art. 1419, paragraph two of the Civil Code, without there being, as a result of this measure, any termination by law. Effectiveness of the revocation, forfeiture or termination of the concession is no longer subject to payment by the grantor of the sums provided for ion the above art. 176, paragraph 4(a)".

Autostrade Italia has obtained legal opinions from EU and constitutional law experts, as well as leading professionals on the lawfulness or otherwise of the provisions contained in articles 13 and 35 of the Milleproroghe Decree, and on the validity and effectiveness of the provisions of the concession arrangement

that are inconsistent with the above legislation (which the Milleproroghe Decree refers to as "null and void"), with particular reference to the one governing forfeiture of the concession for breach of contract by the operator and the compensation due to the operator. Such opinions deemed that the provisions in the above legislation were unlawful with regard to numerous procedural and substantive aspects, as they are in breach of EU principles, including those of legal certainty ("*pacta sunt servanda*") and legitimate expectations, as well as with constitutional principles.

Similar issues of conflict with EU and constitutional law were raised with regard to article 13 of the Milleproroghe Decree in the legal challenges filed before Regional Administrative Court of Lazio by Autostrade Italia, challenging the measures implementing the provisions of the legislation. For additional information on such litigation, see "*Business Description of the Group – Legal Proceedings – Challenge against article 13 of the Milleproroghe Decree*" and "*Business Description of the Group – Legal Proceedings – Application for a ruling from Lazio Regional Administrative Court of Lazio (TAR Lazio) on the validity and effectiveness of articles 8, 9 and 9-bis of the Single Concession Contract*".

With regard to art. 35 of the Milleproroghe Decree, Autostrade Italia has initiated proceedings in front of the Regional Administrative Court of Lazio requesting the court to rule on whether articles 8, 9 and 9-bis of the Single Concession Contract are still valid and in force. For additional information on such litigation, see "*Business Description of the Group – Legal Proceedings – Application for a ruling from Lazio Regional Administrative Court of Lazio (TAR Lazio) on the validity and effectiveness of articles 8, 9 and 9-bis of the Single Concession Contract*".

***The Autostrade Italia Concession***

*Legal Framework*

On 6 June 2008 the Italian Parliament passed Law No. 101/2008 which approved all the draft concession agreements with ANAS already executed by motorways concessionaires and, consequently, the Single Concession Contract entered into by Autostrade Italia and ANAS as Concession Grantor on 12 October 2007 in accordance with Law 286/2006. The Single Concession Contract replaced the previous agreements between the parties relating to the Autostrade Italia Concession. Prior to the enactment of the Single Concession Contract, the Autostrade Italia Concession was governed by a concession agreement entered into with ANAS in 1997 and a series of supplementary addenda, the most significant of which was entered into in 2002 (the "**2002 Supplementary Agreement**"). The 2002 Supplementary Agreement approved a new investment plan at that time and introduced new criteria for determining some of the elements of the price-cap mechanism previously instituted to regulate tariff increases in order to compensate Autostrade Italia for the additional capital expenditure commitments undertaken at that time. See "*—Works*" and "*— The Autostrade Italia Concession — Tariff Rates*".

Certain amendments to the Single Concession Contract are under discussion, in the context of the discussions on the overall settlement of the outstanding issues, aimed, *inter alia*, at amending the provisions relating to the tariff calculation and the termination clause in case of serious breach of the Single Concession Contract. Such amendments have not yet been approved by the CIPE as of the date of this Offering Circular. For additional information, see "*Business Description of the Group – Legal Proceedings*", "*Business Description of the Group – Recent Developments*" and the paragraphs below.

*Key Concession Terms*

The Single Concession Contract grants Autostrade Italia the right to continue to operate and manage the motorways and related infrastructure granted under the concession until 31 December 2038.

The Single Concession Contract implemented (i) a new formula based on the consumer price index for tariff adjustments; (ii) new detailed rules on Autostrade Italia's rights and obligations; and (iii) a revised investment plan. The investment plan and tariff formula are set forth in more detail below.

*Autostrade Italia's Obligations*

In particular, Autostrade Italia's main obligations include the duty:

(i) to manage and maintain the motorway infrastructure;

(ii) to organise, maintain and promote motorist assistance services;

(iii) to design and execute works specified in the Single Concession Contract, such as the construction of additional lanes and motorway sections and junctions;

(iv) to keep detailed financial accounts, including traffic data, for each section of motorway;

(v) to include a clause in the by-laws of Autostrade Italia requiring that its Board of Statutory Auditors include an officer of the Concession Grantor;

(vi) to maintain a debt service coverage ratio ("**DSCR**") throughout the period of the applicable concession;

(vii) for activities directly connected to the construction and maintenance of highways (not including activities already specified in the Single Concession Contract), to grant works, services and supplies in accordance with existing laws and regulations;

(viii) to reserve, on an annual basis, a portion of shareholders' equity in an amount equal to the net benefits it has received from delays in investments that are not compensated through tariffs (such as those under the Single Concession Contract), until such time as the originally planned investment amounts have been made;

(ix) to have available irrevocable financing or cash or cash equivalents committed to investment funding in an amount equal to the investment gap (the difference between planned and realised investments) with respect to a particular investment plan;

(x) not to provide financing to or guarantees for entities that are controlling, controlled by, otherwise under common control or affiliated with Autostrade Italia pursuant to Article 2359 of the Italian Civil Code, except for subsidiaries of affiliated companies operating in roadway infrastructure or in order to enable larger capital raising at more favourable terms; and

(xi) to establish and maintain procedures to prevent conflicts of interests and independence requirements for the members of its board of directors.

In addition, the entity controlling Autostrade Italia shall be required, for the duration of the Single Concession Contract, to maintain a net worth of at least €10 million for every percentage point of share capital of Autostrade Italia held by it, and shall maintain its registered office in a white-list country and ensure that the offices and management of Autostrade Italia are located in Italy.

The Single Concession Contract sets forth the sanctions and penalties applicable in the event of violations of the obligations set forth above. Penalties vary from €10,000 to €2 million. Sanctions vary from €25,000 to €5 million. The highest fine is imposed in connection with the failure to request prior authorisation of the Concession Grantor for the execution of extraordinary transactions, within the terms of article 10 *bis* of the Convention. The maximum aggregate annual amount of such sanctions may not exceed 10% of total annual revenue of Autostrade Italia, and in any case may not exceed €150 million per year. In the event that such amount is exceeded for two consecutive years, the Concession Grantor may propose the termination of the concession to the relevant Ministries.

*Extraordinary Transactions*

Certain extraordinary transactions involving Autostrade Italia, such as mergers, de-mergers, liquidation, winding-up, change in purpose or movement of its headquarters, require the prior express approval of the Concession Grantor. The Concession Grantor must also give prior approval to the sale of the controlling interest in the majority of the Group's Concessions. If the DSCR of Autostrade Italia is within certain limits and consideration exceeds €50 million, the prior approval is not required for the disposal of other financial assets by Autostrade Italia. Such consent is not required for the acquisition of financial assets or for transactions that could result in a change of control of Atlantia. However, the Concession Grantor's consent is required for transactions that could result in a change of control of Autostrade Italia, unless certain minimum conditions and requirements relating to the transferee are met.

*Revenue Sharing*

In addition, there is a built-in revenue sharing mechanism for toll revenue deriving from traffic growth that exceeds the traffic growth figures forecasted in the Single Concession Contract. Autostrade Italia is required to pay net revenue from traffic exceeding such forecasted amounts into a fund dedicated to investments for quality improvements along the Autostrade Italia Network. Where average annual traffic growth exceed such forecasts by 1%, then 50.0% of any such net profit exceeding such percentage must be allocated to the fund. Where average annual traffic growth exceed such forecasts by between 1.0% and 1.5%, then 50.0% of any such net profit must be allocated to the fund; where average annual traffic growth exceeds such forecasts by more than 1.5%, then 75.0% of any such net profit must be allocated to the fund.

Autostrade Italia is required to pay penalties and sanctions for each event of non-performance or default of certain specified obligations under the Single Concession Contract.

*Pass-Through Mechanism (Additional Concession Fee)*

The Single Concession Contract has a pass-through mechanism which provides that Autostrade Italia shall have a right to adjust tariff rates (applying a surcharge) in order to be compensated in the event of an increase in the concession fee or the introduction of taxes having a specific impact on the motorway. Prior to 2009, a surcharge levied on tolls paid in Italy by users of the Italian Group Network (the "**Surcharge**") was passed through directly to ANAS.

Pursuant to Law Decree 78/2009 and Law Decree 78/2010, from August 2009 the Surcharge was abolished and Law Decree 78/2010 introduced an additional concession fee payable to ANAS (the "**Additional Concession Fee**") calculated on the basis of the number of kilometres travelled amounting to 6 thousandths of a euro per kilometre for toll classes A and B and 18 thousandths of a euro per kilometre for classes 3, 4 and 5. The amount of such Additional Concession Fee, payable to ANAS, is recovered by the concessionaire through a corresponding increase in tariffs. As a result, such Additional Concession Fee is recognised in toll revenue and offset by an equivalent amount in operating costs.

The Additional Concession Fee for the years ended 31 December 2020 and 2019 recognised as Group revenue was equal to €298.2 million and €384.9 million, respectively. The Additional Concession Fee for the six months ended 30 June 2021 and 2020 recognised as Group revenue was equal to €153.5 million and €123.7 million, respectively.

*Concession Payments*

Under the Single Concession Contract, in accordance with Law 296/2006, Autostrade Italia is required to pay an annual fee equal to 2.4% of net toll revenue (net of VAT and the Additional Concession Fees) and 5.0% of the revenues derived from any subconcessions or subcontracts, including fees related to the commercial use of the telecommunications networks, which annual fee on subconcessions or subcontracts increases to 20.0% for new services coming into existence after 8 June 2008 or which relate to services in new service areas.

*Expiry or Termination of Concession*

Upon the expiry of the Single Concession Contract, Autostrade Italia is required to transfer to the Concession Grantor the motorways and related infrastructure without compensation and in a good state of repair.

The Single Concession Contract sets out procedures for early termination of the concession in the event of material and continuing non-performance by Autostrade Italia of the material terms of the concession. Similarly, the concession is subject to early termination by Autostrade Italia in the event of non-performance by the Concession Grantor or material changes in the legal framework of the concession. In the event of early termination of the Autostrade Italia Concession, the Concession Grantor would step into the shoes of Autostrade Italia, assuming all its obligations and rights under the Autostrade Italia Concession.

In return, Autostrade Italia is entitled to receive a cash payment based on the net present value, discounted at market rate, of revenues from operation until the end of the term of the concession, net of projected costs, liabilities, investments and projected taxes for such period, *plus* taxes due payable by the concessionaire following receipt of such indemnification amount by the Concession Grantor, less (i) the outstanding financial debt assumed by the Concession Grantor at the date of transfer from Autostrade Italia, (ii) and projected cash

flows from ordinary business until the end of the term of the concession. Pursuant to article 9-bis of the Single Concession Contract, a similar indemnification amount is provided for in the event of the concessionaire withdraws from the Single Concession Contract in case of material changes of the legal and regulatory framework. In the event that the early termination is due to Autostrade Italia's failure to meet its obligations, such payment is reduced by 10.0% *plus* any damages. In the event of termination of the Single Concession Contract for reasons other than the failure by Autostrade Italia to fulfil its obligations, such penalty shall not apply.

In the event that the Concession Grantor finds material and continuing non-performance by Autostrade Italia of material terms of the concession, it must issue a notice to Autostrade Italia requiring it to rectify such non-performance within a specified and reasonable timeframe or provide the reasons for the non-performance. If the reasons provided are not acceptable or the non-performance is not rectified within the specified timeframe, then the Concession Grantor may, following confirmation of the continuing material breach, commence proceedings to terminate the concession. Such proceedings are a preliminary phase in which Autostrade Italia is given notice of the breach and formally requested to cure the breach within a set time period, which cannot be less than 90 days. During this time, Autostrade Italia can present its position and objections. At the end of such time period, if the breach continues or in the event that the Concession Grantor rejects the concessionaire's objections, the Concession Grantor is required to set out another time period of not less than 60 days within which the concessionaire must cure the breach. If Autostrade Italia does not cure the breach within this 60 day period, the Concession Grantor may, jointly with the Ministry of Economy and Finance, issue a decree declaring the termination of the concession. In such an event, the concessionaire is obliged to continue managing the concession until management of the concession is transferred.

As discussed under " *– Law Decree 162 of 30 December 2019 (the Milleproroghe Decree)*" above, article 35 of the Milleproroghe introduced a new regime governing the termination of concession agreement; the effect of article 35 of the Milleproroghe Decree on the Single Concession Contract is subject to ongoing litigation, as discussed in "*Business Description of the Group – Legal Proceedings*".

In addition, the current discussions with the Concession Grantor entail an amendment to the Single Concession Contract aimed, *inter alia*, at aligning it to Article 35 of the Milleproroghe Decree, whilst including certain additional details which would result in the inclusion of a new provision governing serious breaches to the Single Concession Contract by Autostrade Italia, which would lead to the revocation of the Autostrade Italia Concession.

Therefore, in the draft of the new Addendum to the Single Concession Contract, currently being defined between ASPI and the Italian Government, it is established that in case of a serious breach of the obligations set forth in the Single Concession Contract (defined as an event causing a definitive and very serious damage to the functionality or safety of a significant part of the motorway network), the Concession Grantor will have the right to claim the non-compliances to ASPI, which will have the faculty to present its counter –arguments. If such counter-arguments are not accepted, the Concession Grantor will request a Commission (whose members will be appointed by the Concession Grantor and ASPI) to prepare a detailed preliminary report on the disputed facts in order to ascertain the seriousness of the breach.

If the serious breach is ascertained, the Grantor will declare the termination of the concession, effective by law. In such event, ASPI will be entitled to receive an amount equal to the value of the works carried out *plus* ancillary charges, net of depreciation (determined on the basis of the Italian generally accepted accounting principles). The effectiveness of the termination is not subject to the payment by the Concession Grantor of such termination amount, which will be paid by the new concessionaire on the date of the handover of the motorway assets of the Autostrade Italia Concession. The Concession Grantor will also have the right to be compensated for damages suffered as a consequence of ASPI's breach of the Single Concession Contract. The new concessionaire will take over all assets and liabilities owned by the concessionaire under the Single Concession Contract. However, pending the handover to a new concessionaire (which will only occur upon payment of the termination amount to ASPI), and notwithstanding the termination of the concession, ASPI will have the obligation (unless otherwise indicated by the Concession Grantor) to continue the management of the motorway network (and, therefore, to continue to collect revenues generated pursuant to the Autostrade Italia Concession) under the same terms and conditions of the Single Concession Contract, within the limits strictly necessary to guarantee needs, going concern and regularity of service and without prejudice to the maintenance obligations to guarantee traffic safety.

*Investments and Cost Overruns*

The Single Concession Contract provides for capital expenditures as described under "*—Works*".

Under the Single Concession Contract, Autostrade Italia has assumed the obligation to pay all cost overruns necessary to complete the investments that remain to be completed under the Single Concession Contract. See "*—Works*". For the planned project investments under the 2002 Supplementary Agreement and the new investments to be undertaken pursuant to the Single Concession Contract (the "**New Investment Plan**"), Autostrade Italia will assume the obligation to finance cost overruns that are incurred in excess of the approved investment amount resulting after the Concession Grantor's approval of the final project, (the "**Approved Investment Amount**") with the exception of cost overruns due to force majeure or resulting from acts by third parties.

The Single Concession Contract also provides that, in the event the final expenditure for a given investment is less than the amount approved for such investment, 80% of the amount saved (net of the effect of any taxes) must be used to finance new investments which would otherwise be financed through tariff increases.

*Five year update to the financial plan*

On 15 June 2018, Autostrade Italia submitted a proposal to the Concession Grantor regarding a five year update of its financial plan, which the Concession Grantor has not yet approved, citing, among other things, with a determination of 4 December 2018, the regulatory powers attributed to the Transport Regulatory Authority by the Decreto Genova.

With regard to this position taken by the Concession Grantor, Autostrade Italia has filed:

- an extraordinary appeal to the Head of State, notified on 24 March 2019, requesting annulment of the determination by which the Concession Grantor, acknowledging the delay in approval of the updated financial plan submitted by Autostrade Italia, due to a change in the regulatory framework, has *de facto* halted its approval;

- an appeal, notified on 14 June 2019, before the Regional Administrative Court of Lazio (TAR Lazio), requesting a ruling on the unlawfulness of the Concession Grantor's failure to respond to the proposed update of Autostrade Italia's financial plan for the regulatory period 2018-2022.

In relation to the latter proceeding, on 2 December 2019, Regional Administrative Court of Lazio (TAR Lazio) established that the Concession Grantor must issue an express determination within 30 days. The Attorney General's office appealed the judgment before the Council of State.

In a subsequent letter dated 3 January 2020, the Concession Grantor, in compliance with the decision of the Regional Administrative Court of Lazio (TAR Lazio), informed Autostrade Italia that the proposal to update the financial plan submitted on 15 June 2018 was unacceptable. These reasons were given: (i) the proposal submitted would not implement Resolution No. 71/2019 of the Transport Regulatory Authority (implementing, for ASPI, the new tariff regime envisaged under Transport Regulatory Authority's Resolution No. 16/2019 examined above); (ii) application of the new regime introduced by the Transport Regulatory Authority would be a qualifying and essential element of the concession relationship; (iii) article 13 of the Milleproroghe Decree would require operators to submit new proposals for updating their EFPs on the basis of the Transport Regulatory Authority's resolutions, entailing cancellation of the EFPs already submitted, by 30 March 2020. Autostrade Italia challenged the Concession Grantor's letter dated 3 January 2020 and article 13 of the Milleproroghe Decree before the Regional Administrative Court of Lazio (TAR Lazio). See "*Business Description of the Group – Legal Proceedings*".

Subsequently, in a memorandum dated 20 March 2020 and sent to all motorway operators, referring to article 103 of Law Decree No. 8 of 17 March 2020, which, as part of the emergency measures adopted to address the spread of the Covid-19 pandemic, suspended the deadlines of administrative proceedings, the Concession Grantor announced, with regard to the application of art. 13 of Legislative Decree 162/2019 that the deadline of 30 March 2020 for submission of financial plans should be deemed automatically postponed in accordance with the provisions of Law No. 8 of 17 March 2020.

On 15 July 2020, the Concession Grantor requested Autostrade Italia to submit the revised EFP. Autostrade Italia responded to the request by sending the revised plan with a letter dated 23 July 2020. On 3 August 2020, Autostrade Italia received comments on the EFP dated 23 July 2020; therefore, a new EFP was submitted on 14 September 2020. In particular, the new EFP envisages a regulatory period of five years and a price cap formula to set tariffs, based on the new tariff regime introduced by the Transport Regulatory Authority with Resolution No. 71/2019 equal to 1.75% per annum over the 2021-2038 period. However, it should be noted that Autostrade Italia submitted its updated EFP, in compliance with the new tariff regime pursuant to the Transport Regulatory Authority resolutions, only in the context of the Settlement Process and has reiterated to the Concession Grantor that it reserves its rights and protections provided under the Single Concession Contract, should a settlement with the Italian Government were not to be reached.

In addition, on 14 October 2020, the opinion of the Transport Regulatory Authority submitted to the Ministry of Infrastructure and Transport was published and a new letter, sent by the Concession Grantor to Autostrade Italia on 22 October 2020 requesting to further amend the EFP submitted by ASPI in September 2020. In particular, in its opinion, the Transport Regulatory Authority made comments on annual toll increases, inclusion in the tariff of negative effects arising from Covid-19 pandemic and criteria for the calculation of the regulated asset base (*capitale investito netto*) of Autostrade Italia calculated in accordance with and for the purposes of the new tariff regime.

Following the letter sent on 22 October 2020, Autostrade Italia held meetings with the MIMS and MEF to reach a common and agreed interpretation of the Transport Regulatory Authority's opinion. As a result, a new EFP has been delivered to the Concession Grantor on 19 November 2020 and is subject to its approval. The new EFP set tariff increases at 1.64% (excluding tariffs discounts for €1.5 billion) *per annum*, over the 2021-2038 period; such 1.64% *per annum* tariff increases reflect also the negative effect on traffic volumes arising from the Covid-19 pandemic for the period from March to June 2020; however, a subsequent ministerial decree - applicable to all toll roads concessionaries - will determine the criteria to recover Covid-19 related losses beyond June 2020. In addition, the new EFP amended the regulated asset base (*capitale investito netto*) to €13.7 billion, of which €11.7 corresponding to the value of the works carried out plus ancillary charges, net of depreciation (determined on the basis of the Italian generally accepted accounting principles).

On 3 December 2020, Autostrade Italia sent to the Concession Grantor an additional version of the EFP shared with the MIMS and the MEF, in accordance with the opinion issued by Transport Regulatory Authority in October 2020, together with the addendum and the other attachments to the same.

Following further discussions, most recently, with note dated 15 July 2021, ASPI delivered to the Italian Government and to the Ministry of the Infrastructures and of the Sustainable Mobility, the scheme of the Addendum to the Single Concession Contract, together with the updated EFP and the other attachments. Following the entry into the Settlement Agreement, on 5 November 2021 the Issuer delivered an updated EFP to the Concession Grantor. For additional information, see "*Business Description of the Group – Recent Developments – Settlement Agreement, EFP and Addendum*".

The updated EFP and Addendum are subject to the approval of the Italian Inter-Ministerial Committee for Economic Planning and Sustainable Development (*Comitato Interministeriale per la Programmazione Economica e lo Sviluppo Sostenibile*); following such approval and the registration thereof with the Italian Court of Auditors (*Corte dei Conti*), the Issuer and the MIMS will enter into the Addendum, to which the EFP will be annexed; the effectiveness of the Addendum and the EFP will be subject to their registration with the Italian Court of Auditors (*Corte dei Conti*). See "*Business Description of the Group -Recent Developments - Settlement Agreement, EFP and Addendum*".

*Second Addendum to the Convenzione Unica of Autostrade Italia*

The Second Addendum to the Single Concession Contract, governing the inclusion of the Casalecchio Interchange – Northern section among Autostrade Italia's investment commitments, was signed on 22 February 2018. On 18 July 2019, the Grantor communicated the signature of the Agreement between the Grantor, ANAS and Autostrade Italia, governing Autostrade Italia's payment of approximately €155 million to ANAS in return for construction of the Northern Section of the Casalecchio Interchange. The amount will then be recouped through the specific "K" tariff component.

*Agreement on the upgrade of the existing motorway system/ring road interchange serving Bologna*

With regard to the agreement on the upgrade of the existing motorway system/ring road interchange serving Bologna, on 15 April 2016, Autostrade Italia, the Ministry of Infrastructure and Transport, Emilia-Romagna Regional Authority, the Bologna Metropolitan Authority and Bologna City Council signed an agreement for the upgrade of the existing motorway system/ring road interchange serving the city of Bologna. Further discussions and an in-depth review at the request of the Ministry then resulted in the production of a revised design to be included in an addendum to the agreement of 15 April 2016, signed on 6 November 2019.

At the services conference held on 16 June 2020, the authorities involved requested reinstatement of the previously identified design solution, to which they wish to see certain changes made. Once updated, the final project was sent to the Conference of Services and, on 29 July 2021, a new meeting of the Conference of Services set out new requirements for such project. ASPI carried out a technical analysis of such requirements and delivered them to the MIMS.

*Tariff Rates*

The tariff rate adjustment, applicable from 1 January of each year as per the Single Concession Contract, is calculated in accordance with the following formula:

$$70\% * \mathrm{CPI} + \mathrm{X} + \mathrm{K}$$

In this formula:

- CPI represents the actual rate of inflation for the previous twelve month period from 1 July to 30 June as measured by the Italian Institute for Statistics (*Istituto Nazionale di Statistica*, or ISTAT);
- X is added to the formula when calculating tariff rate adjustments relating to works being carried out under the 2002 Supplementary Agreement. It is an investment factor that remunerates the investments from the 2002 Supplementary Agreement using the rate of return agreed under the 2002 Supplementary Agreement for the additional capital programme of 7.2% real post-tax; and
- K is added to the formula when calculating tariff rate adjustments under the New Investment Plan. It is an investment factor that remunerates the new investments in the Single Concession Contract calculated using the regulated asset base (RAB) system, in which a return on investment equal to WACC pre-tax is acknowledged.

Annual tariff increases must be communicated to the Concession Grantor and approved in accordance with the procedures set out in Law 98/2013. Once approved, such increases become effective by the first day of the following year.

With respect to the 2019 tariff increase, a decree issued by the Concession Grantor and the MEF on 31 December 2018 set the toll increase to be applied on the Autostrade Italia at 0.81% (instead of the 0.87% requested by ASPI), deferring its application until 1 July 2019, unless otherwise agreed by Autostrade Italia and the Concession Grantor. Implementation of this deferral reflects the willingness of Autostrade Italia and other motorway operators to postpone application of the net toll increase for a period of six months.

The increase of 0.81% included the adjustment equal to 0.43% designed to compensate for the discounts applied to tolls for frequent motorway users in 2018 under the agreement between the Concession Grantor, AISCAT and motorway operators.

The willingness to postpone the toll increase was presented by Autostrade Italia with the aim of entering discussion with the Concession Grantor regarding a number of major issues. In this regard, the Concession Grantor, in a letter dated 31 December 2018, announced that it would shortly schedule specific meetings.

Following further talks between Autostrade Italia and the Concession Grantor, and after specific requests were made by the Concession Grantor, during 2019 the company announced and then temporarily extended postponement of the toll increase, with the tolls charged to road users remaining unchanged through to 31 December 2019.

In response to the Concession Grantor's request of 19 December 2019 to further extend the suspension of the 2019 toll increase, in a letter dated 27 December 2019 Autostrade Italia expressed its willingness to meet the request, without prejudice to the company's right to apply the increase at any time and at its sole discretion. Such willingness was based on the assumption that the Concession Grantor's request was part of the ongoing discussions aimed at finding a negotiated solution to the procedure alleging a serious breach of the concession agreement brought by the Concession Grantor on 16 August 2018, whilst reaffirming that the suspension is a voluntary initiative on the part of the company, which is not based on any legal or contractual obligation (for additional information, see "*Business Description of the Group – Recent Developments*").

At present, partly due to the crisis that has arisen in Italy following the spread of the Covid-19 virus, Autostrade Italia has extended the suspension of application of the 2019 toll increase until 30 June 2020, subsequently extended to 31 December 2020, then further extended until 31 May 2021 and lastly until 31 December 2021.

Autostrade Italia's request for a toll increase for 2020, submitted on 15 October 2019, amounted to 1.21% (0.84% corresponding to the 70% inflation rate, and 0.37% to the "X" component), which the Concession Grantor, after conducting its review, had reduced by 0.02% due to ineligible costs relating to investment, initially resulting in an overall increase of 1.19%.With regard to the 2020 tariff increase, the Concession Grantor informed Autostrade Italia that in view of the provisions of Article 13 of the Milleproroghe Decree, no toll increase would be applied from 1 January 2020. Moreover, given the willingness Autostrade Italia expressed in its letter of 27 December 2019 to further extend the initiative to suspend the toll increase for 2019 - without prejudice to ASPI's right to apply the increase at any time and at its sole discretion - with the above determination, the Concession Grantor notified that the toll increase for 2019 would also not be applied.

Autostrade Italia appealed against the Grantor's decision to freeze tolls before the Lazio Regional Administrative Court, challenging its legitimacy on a number of grounds, claiming in particular that the Grantor's determination (i) was adopted in contravention of the Single Concession Contract and Legislative Decree 355/2003, as amended, which expressly provide for the determination of annual toll increases, and the adoption of a decree signed by the MIMS in agreement with the MEF; (ii) is inconsistent with the Grantor's review – accessed by the company - which recognised the toll increase of 1.19%; (iii) was adopted in execution of article 13 of the Milleproroghe Decree, unilaterally and coercively amends the regulatory and contractual provisions, contrary to the constitutional and EU principles of legal certainty and legitimate expectations. The hearing for the discussion of the case has been scheduled by the Lazio Regional Administrative Court (*TAR Lazio*) for 12 January 2022.

ASPI, with letter dated 15 October 2020 submitted to the MIMS the proposal of tariff increase starting from 1 January 2021, based on two alternative increases: (i) 0.47%, in the event that as at 1 January 2021 the Addendum to be entered into in compliance with the new tariff model pursuant to the resolution of the Transport Regulatory Authority has not become effective; or (ii) 1.75%, in the event that as at 1 January 2021 the abovementioned Addendum has become effective. Such increase had been determined on the basis of the EFP submitted to the Concession Grantor with letter dated 14 September 2020.

The Concession Grantor, by making reference to article 13 of the Milleproroghe Decree, communicated to ASPI that the tariff increase starting from 1 January 2021 was equal to zero.

On 1 March 2021, ASPI submitted appeal before the Regional Administrative Court of Lazio (*TAR Lazio*) against such decision of the Concession Grantor.

On 15 October 2021 ASPI submitted the request of tariff adjustment related to the year 2022 in accordance with the new criteria established by the resolutions of the Transport Regulatory Authority no. 16/2019 and 71/2019. The other companies of the Group, namely Raccordo Autostradale Valle d'Aosta, SAT and Tangenziale di Napoli submitted similar requests in accordance with the specific resolutions of the Transport Regulatory Authority, while Autostrade Meridionali, not affected by the new tariff regulation, submitted the request pursuant to the terms of the convention and Traforo del Monte Bianco is subject to a different legal regime.

Following subsequent requests of the MIMS and the MEF in relation to the opinion of the Transport Regulatory Authority, the EFP submitted by ASPI on 5 November 2021 provides for a rebalancing with an annual tariff increase of 1.61%, starting from 2021 to 2038.

*Transport Regulatory Authority – Tariff Resolutions*

With specific regard to the motorway sector, the Transport Regulatory Authority is responsible, among other tasks, for the establishing, with respect to existing and new concessions, of the tariff systems based on the price cap mechanism by defining the X parameter (so called productivity factor) every 5 years for each concession.

For such purposes, the Transport Regulatory Authority issued the resolution No. 16/2019 ("**Resolution No. 16/2019**"), by means of which (i) described the tariff system based on the price cap mechanism and defined the "X productivity factor" and (ii) commenced the procedure to establish the tariff systems for the concession of the Italian motorway operators, after specific public consultations. Such procedure has been completed by means of several resolutions defining the tariff system applicable to the concessions, including the Single Concession Agreement and the single concession agreements of ASPI's subsidiaries.

The Annex A to the Resolution No. 16/2019 ("**Annex A**") sets forth the following principles on which the tariff system is based on:

a) definition of five year regulatory period at the end of which both the business plan and the regulatory financial plan shall be updated, in compliance with the principles and criteria set out in the Resolution No. 16/2019, also with regard to the revision of the price cap parameters (including costs referred to base year, traffic forecasts and productivity factor X) and of the weighted average cost of capital ("**WACC**");

b) differentiation of activities between (i) motorway activities which are directly subject to tariff regulation, related to design, construction, operation, ordinary and extraordinary maintenance of motorway sections; (ii) ancillary activities which are not directly subject to tariff regulation, but are relevant for the purpose of allocating the extra profitability deriving from their performance, related to the commercial exploitation of motorway areas and related appurtenances (e.g., fuel and lubricant distribution services and commercial and catering services in rest areas, ducts, road signs and information boards, technology and information services); (iii) activities which are not relevant for the tariff system related to activities different from the activities sub (i) and (ii); in this respect, the tariff system relates to motorway activities only, without prejudice to the takeover of extra-profits from ancillary activities;

c) definition of the methods for determination of tariffs through (I the identification of the perimeter of the concessionaire's eligible costs, (ii) the identification of an initial maximum tariff level in relation to each tariff component and related traffic forecast (iii) the application of the price cap method with determination of the productivity factor X as established by Transport Regulatory Authority;

d) provision of effective safeguarding systems aimed at directly transferring, in terms of tariff reduction, any "extra-profits" resulting from final traffic volumes disproportionately higher than the (potentially underestimated) traffic forecasts;

e) provision of a reward/penalty system for the quality of the services offered allowing the grantor to (i) identify the indicators and the quality targets, (ii) monitor their achievement and the motorway concessionaire's performance, and consequently (iii) immediately apply penalty/reward mechanisms directly impacting the tariffs applied to the user;

f) accounting separation obligations for the concessionaire and provision of the related regulatory accounting system.

On the basis of such principles, the tariff system defined by the Transport Regulatory Authority pursues two pivotal purposes.

On one side, it is intended to ensure annual dynamics of the operational tariff component based on the price cap method and consistent with the achievement of the productivity recovery target.

On the other side, it is aimed to allow the concessionaire, with reference to the concession term and in accordance with the cost-orientation principle set forth by Regulatory Authority, a return on invested capital equal to the pre-tax rate of return referred to under paragraph 16 of the Annex A, with respect to the investments:

- made on (reversible) assets provided in concession, including the termination value (*valore di subentro*) actually paid to the out-coming concessionaire, consisting of the value of approved works, that have already been already executed and have been not yet amortised upon expiry of the previous concession, net of: (i) pre-established reserves for late investments, subject to assessments of the grantor; (ii) "debt from imputed value" (*debito da poste figurative*), allocated to the risks and charges funds, consisting of toll revenues exceeding the costs eligible as remuneration by the grantor (the "**Construction Component**");

- made on the concessionaire's (non-reversible) operating assets, where relevant and efficient (the "**Opex Component**").

Compared with the formula currently used during the annual review of Autostrade Italia's tolls, in which 70% of the increase to the average unit toll applied is made of the real inflation rate, the "X" component providing a return on investment carried out under the IV Addendum to the Single Concession Contract of 1997 and the "K" component that covers works decided on after 2007 ( T = 70% P + X Investment + K), the new tariff regime introduced by the Transport Regulatory Authority's Resolution No. 71/2019, redefines the average unit toll, calculating it on the basis of three separate components: "Opex", "Construction" and a remaining item "Additional Expenses" (T = Tg, + Tk, + Toi).

In more detail:

a) "Opex Component" primarily designed to recover operating costs (*e.g.* labour costs, materials etc.) *plus* average maintenance costs of the last five years measured on the utilization of renewal fund and such costs being reduced by the extra margins from ancillary services (*e.g.* services area); and (ii) capital charges, including depreciations and remuneration of non convertible assets (calculated based on a WACC nominal pre-tax set by the Transport Regulatory Authority at 7.09% for the first five year regulatory period), estimated with reference to the so-called "base" year and adjusted annually on the basis of:

   (i) 100% of the target inflation rate;

   (ii) the above "X" productivity indicator or efficiency indicator, the latter established by the Transport Regulatory Authority for every five-year regulatory period;

   (iii) penalties/bonuses relating to quality of service.

After the first regulatory period, the operational charge is re-calculated every five years starting from the costs accounted in the base year of the new regulatory period

b) the "Construction Component" designed to cover the cost of capital (depreciation and a return on Net Invested Capital attributable to assets to be handed over to the Concession Grantor at the end of the concession term) and divided into:

   (i) a sub-component ("**RAB ante**") relating to (a) assets to be handed over at the expiration of the concession that, as of the entry into force of the new tariff regime, have been completed or (b) investments in progress. RAB ante is remunerated at an internal rate of return used under the previous tariff regime in application of the so-called safeguard mechanism; with respect to the Autostrade Italia Concession, on the basis of the EFP submitted to the Concession Grantor on 19 November 2020 and subject to its approval, the internal rate of return calculated on the basis of the Single Concession Agreement is equal to 13.87% (on a nominal pre-tax basis) and will continue to apply until the termination of the Autostrade Italia Concession;

   (ii) a sub-component ("**RAB post**") relating to assets to be handed over at the expiration of the concession for which, as of the entry into force of the new tariff regime, investments have not yet been agreed. RAB post is remunerated at a WACC which is set every five years according

to market conditions by the Transport Regulatory Authority and equal to 7.09% (on a nominal pre-tax basis) for the first five-year regulatory period.

The Concession Component may be subject to adjustments ("***poste figurative***") in order to smooth tariff increases through the concession term; the application of lower tariff increases corresponds to a credit to be included in the RAB;

c) the "Additional Expenses Component", which covers specific costs that the operator is required to pay to the State or to other previously identified entities.

Moreover, with regard to the Single Concession Contract, the Transport Regulatory Authority issued Resolution No. 71/2019; separate resolutions have been issued for the other members of the Group. Specifically, Autostrade Italia appealed initially against the Transport Regulatory Authority Resolution no. 16/2019 and subsequently, on the basis of additional grounds, against the above-mentioned resolution no. 71/2019. See "*- The Autostrade Italia Concession – Five year update to the financial plan*". Several resolutions of the Transport Regulatory Authority relating to the tariff calculation are subject to ongoing litigation, as discussed under "*Business Description of the Group – Legal Proceedings*".

Upon the entering into by the relevant motorway concessionaires with the MIMS of *ad hoc* additional deeds to the relevant concession contracts, the above provisions should apply in lieu of those under "*Tariff Rates*" above.

*Infrastructural enhancement agreement concerning the motorway/freeway Bologna junction*

On 15 April 2016, Autostrade Italia, the Ministry of Infrastructure and Transportation, the Region of Emilia – Romagna, the City of Bologna and the County Council of Bologna signed the agreement for the infrastructural enhancement agreement concerning the motorway/freeway Bologna junction that governs the various steps in the carrying out of the enhancement of the three-lane A14 and of the parallel roads, as well as the selection of the improvement works for the motorway/freeway connection. On 16 December 2016, a final memorandum was signed as a result of a public meeting. The memorandum confirms that ASPI has modified the project's design in full compliance with the principles set out in the agreement, and that it will carry out all the relevant authorisation processes pursuant to the agreement.

***Other Group Concessions***

*Legal Framework*

As at 31 December 2009, the Motorway Companies (with the exception of the Mont Blanc Tunnel, which operates under a different concession regime, and Autostrade Italia, whose Single Concession Contract came into effect in 2008) and ANAS entered into new single concession agreements provided for by Law Decree 262/2006, as amended. These single concession agreements became effective for the Group's Motorway Companies following certain approvals by CIPE with the signing of the relevant agreements in November and December 2010.

*Key Concession Terms*

The concessionaire's duties under the Standard Concession Agreement are to:

(i) manage and maintain the motorway infrastructure in conditions of "financial and economic" equilibrium;

(ii) maintain and repair the relevant motorway sections;

(iii) organise and maintain motorist assistance services;

(iv) design works specified in the Concession such as the construction of additional lanes and motorway sections and junctions, both to meet traffic safety requirements and to maintain the level of services offered;

(v) award contracts for works and for the supply of assets and services by competitive tender, in accordance with existing laws;

(vi) keep its accounts in the manner specified by the Standard Concession Agreement;

(vii) provide the Concession Grantor, upon request, with information relating to revenues, expenses and the holding of shares in subsidiaries and other affiliated companies; and

(viii) maintain a clause in the by-laws requiring that the Board of Statutory Auditors include an officer of the Concession Grantor as well as an officer from the Ministry of Economy and Finance, who shall act as Chairman.

*Expiry or Termination of Concession*

The motorway sections and related infrastructure which are the subject of the concession are required to be transferred without compensation and in good state of repair to the Concession Grantor upon the expiry date of the concession. In the event of any loans taken out for works that have not been repaid in full during the concession period, the Motorway Subsidiary needs to negotiate a provision for the early repayment of such loans at the concession expiry date.

A concession may be terminated early in the event of a relevant and predefined material and continuing non-performance by the concessionaire of its obligations. In such cases, the Concession Grantor may issue a notice requiring the concessionaire to rectify any non-performance of its obligations within a specified and reasonable timeframe. During such timeframe, the concessionaire may object to the contents of that notice. If these objections are not accepted or it does not rectify such non-performance in the specified timeframe, then the Concession Grantor is entitled to request a declaration of termination of the concession. Upon the Concession Grantor's request, the Ministry of Infrastructure and Transport, jointly with the Ministry of Economy and Finance, can issue a decree declaring the termination of the concession. In such event, the concessionaire is obliged to continue managing the concession until a ministerial decree granting the concession to another entity is enacted. In the event of early termination of the concession, the concessionaire would be required to transfer to the Concession Grantor all of the concession's assets. The concessionaire is entitled to receive a compensation to be determined in accordance with the criteria set out in the relevant concession.

*Investments and Cost Overruns*

For project investments of the other Motorway Companies, the relevant Motorway Subsidiary assumes the obligation to pay cost overruns necessary to complete the committed investments.

Pursuant to Law 286/06 and CIPE Resolution 39/07, the other Motorway Companies (except for Società Italiana per Azioni per il Traforo del Monte Bianco) have entered into "realignment/rebalancing" concession, which provides for a realignment of tariffs every five years to reflect investment costs. Such Motorway Companies have therefore assumed the obligation to finance cost overruns only in excess of the Approved Investment Amount, with the exception of cost overruns due to force majeure or resulting from acts by third parties.

*Five year update to the financial plan*

See "- *Concessions of the Group's Italian Motorway Companies*".

*Tariff Rates*

Annual tariff increases must be approved in accordance with the procedures set out in Law 98/13. See "— *Regulatory Background — Important Developments in the Regulatory History of the Concessions*". The Transport Regulatory Authority's resolutions on tariff calculation will apply also to the Motorway Companies, as provided under the provisions introduced by the Law Decree no. 109/2018 and subsequent amendments and integrations. For additional information, see "- *The Autostrade Italia Concession – Transport Regulatory Authority – Tariff Resolution*" above.

With respect to the 2019 annual tariff increase, the Concession Grantor and MEF issued decrees on 31 December 2018 determining toll increases with effect for the Group's Italian Motorway Companies in 2019, as follows:

a) in Raccordo Autostradale Valle d'Aosta's case, the toll increase is 6.32%, in line with its request. The decree acknowledges that the company, in a memo dated 27 December 2018, had accepted the Grantor's request and announced its willingness to suspend the toll increase effective 1 January 2019

for residents/commuters in the Val d'Aosta area who have and who have registered to participate in the initiative;

b) in Tangenziale di Napoli's case, a toll increase of 1.82% has been granted, compared with a request for 1.21%. Despite the increase being higher than requested, the company has filed a legal challenge, citing the failure to take into account certain investments;

c) in SAT's case, compared with a requested increase of 36.41%, taking into account the difference between the requested increase and the amount allowed by the Grantor in the period 2014-2018, did not grant any toll increase in view of the ongoing EU infraction proceedings (no. 2014/4011) against the Italian state with regard to its extension of the concession. The company has filed a legal challenge contesting the decree;

d) in Autostrade Meridionali's case, no toll increase was granted with respect to the requested 1.20%, as the concession had expired on 31 December 2012. The company has challenged this determination.

In the case of Traforo del Monte Bianco which operates under a different regulatory regime, the Intergovernmental Committee for the Mont Blanc Tunnel awarded a toll increase of 1.78% for 2019.

This is based on the average of the inflation rates registered in Italy (1.57%) and France (1.98%), *plus* 0.95% linked to the extraordinary increase for the Frejus Tunnel and also applied to Traforo del Monte Bianco.

With respect to the 2020 annual tariff increase, in determinations issued on 31 December 2019, the Concession Grantor also notified Raccordo Autostradale Valle d'Aosta, Tangenziale di Napoli and Società Autostrada Tirrenica that, in view of the provisions of the disputed Article 13 of the Milleproroghe Decree of 31 December 2019, "no toll increases would be applied from 1 January 2020". It should be noted that, under the agreements in force, Raccordo Autostradale Valle d'Aosta had submitted a proposal to increase tolls by 6.51%, Tangenziale di Napoli by 1.33%, and Società Autostrada Tirrenica by 41.03%, taking into account the difference between the companies' requests and the amounts recognised by the Grantor for the years 2014-2019. All of the above companies have brought an action to have the Grantor's provisions annulled, for similar reasons to the action brought by Autostrade Italia.

In particular, Raccordo Autostradale Valle d'Aosta brought an action before the Regional Administrative Court of Aosta challenging the Concession Grantor's decision to award no toll increase for 2020 and to impose an obligation on the operator, in common with the other operators affected by the amendments to legislation introduced by art. 13 of the Milleproroghe Law Decree, to submit by 30 March 2020 a revised financial plan in compliance with the new tariff regime introduced by the Transport Regulatory Authority's Resolution No. 16/2019.

On 29 June 2020, the court dismissed the challenge, ruling that the measures challenged were lawful, and that they did not represent a refusal to approve a toll increase for 2020, but rather a postponement of determination and application of the increase until the company's submission of a revised EFP that complies with the Transport Regulatory Authority's resolutions, as required by article 13 of the Milleproroghe Decree.

The court also ruled against the plaintiff's claim that the new regulations are in conflict with EU legislation and in breach of the constitution. Raccordo Autostradale Valle d'Aosta submitted an appeal against the decision of the Regional Administrative Court (*TAR*) before the Council of State.

With regard to Autostrade Meridionali, which had submitted a proposal for a 2.41% increase, in a memo dated 31 December 2019, the Grantor, taking into account that the increase for 2019 had not been granted, forwarded the decree adopted on the same date by the MIMS and the MEF, which ruled that no increase would be applied, given that the transitional financial plan - which governs the contractual relationship for the period after the agreed expiry of the Arrangement in 2012 – has not yet been approved. Autostrade Meridionali has also challenged this decree.

With respect to the absence or partial application of toll increases for the years 2014, 2016, 2017 and 2018, Società Autostrade Tirrenica has filed several challenges against the related decrees of the Concession Grantor and the MEF before the Regional Administrative Court of Lazio. For more detailed information see the previous section "*Regulatory - Concessions of the Group's Motorway Companies*".

All the above challenges were upheld by Regional Administrative Court of Lazio in a ruling dated 7 February 2019, which set aside the related interministerial decrees, ordering the Concession Grantor and the MEF to review their decision regarding the toll increases.

Later, at SAT's request in view of the defendants' failure to act, on 18 November 2019, the Regional Administrative Court of Lazio ordered the Concession Grantor and the MEF to comply with the court's judgment within 60 days.

SAT subsequently returned to court in order to request action be taken in response to the defendants' failure to comply with the Regional Administrative Court orders within the required deadline.

In orders published on 30 June 2020, the Regional Administrative Court of Lazio upheld SAT's requests, appointing an acting commissioner to assume the role of the ministries in deciding on the toll increases for the years 2014, 2016, 2017 and 2018, complying with the principles set out in the Regional Administrative Court of Lazio's rulings within 90 days.

The Commissioner issued an initial decree, concerning the judgement recognising the tariff increase due to SAT for the year 2014, by virtue of which SAT applied an increase of 2.54% starting from 9 November 2020.

As a result of the subsequent decrees of the Commissioner *ad acta* relating to the judgments concerning the tariff increases for the years 2016, 2017 and 2018, SAT applied an overall increase of 11.30% from 28 December 2020.

Notwithstanding the foregoing, since the aforementioned decrees relating to these latter judgments (2016, 2017 and 2018 increases) did not fully recognise the tariff increases requested by SAT, the latter lodged appeals against such decrees in order to obtain the unrecognised portion. For the years 2019 and 2020 the tariff increases are still pending. In addition, SAT, like Tangenziale di Napoli, appealed against the note of the Concession Grantor dated 31 December 2020 with which it was informed that the tariff increase starting from 1 January 2021 was equal to zero, pursuant to article 13 of the Milleproroghe Decree.

Tangenziale di Napoli, SAT and Raccordo Autostradale Valle d'Aosta submitted their requests for the tariff adjustments for the year 2021 within the prescribed deadlines.

Similarly to what happened to Autostrade Italia, the Concession Grantor informed all three concessionaires, with a note dated 31 December 2020, that the adjustment recognised for the year 2020 is "equal to 0.00%", pursuant to article 13 of the Milleproroghe Decree, which, for the motorway concessionaires with expired financial plans, postponed the deadline for adjusting the motorway tariffs for the year 2020 and the year 2021 until the procedure for updating the economic and financial plans, prepared in accordance with the resolutions adopted by the Transport Regulatory Authority, has been finalised. The deadline for the completion of the economic financial plans has been extended to 31 July 2021 – instead of the previous deadline of 31 July 2020 established by the Milleproroghe Decree of December 2019 – and subsequently extended to 31 December 2021.

All three companies challenged the measure before the Regional Administrative Court of Lazio (*TAR Lazio*) and as at the date of this Offering Circular the related litigations are pending. See "*Business Description of the Group – Legal Proceedings*".

In the case of Traforo del Monte Bianco, which operates under a different regulatory regime based on a bilateral agreement between Italy and France, an increase of 1.54% was applied, corresponding to the sum of 0.59% (representing to the average inflation rate recorded in Italy and France from 1 September 2018 August to 31 August 2019), and an additional extraordinary increase of 0.95% based on the principle of application of parallel increases to be agreed upon for the Frejus and Mont Blanc tunnels requested by the Frejus company and also applicable to the Italian company, Traforo del Monte Bianco, regarding which allocation of the higher revenues should be defined.

**Concession Fees and Surcharges**

Pursuant to Article 1, Paragraph 1020, of Law No. 296 of 27 December 2006 ("**Law 296/2006**") the motorway concessionaires must pay to the grantor, as of 1 January 2007, a concession fee equal to 2.4 per cent of the net revenues of toll fees[8].

Law No. 102 of 3 August 2009 ("**Law 102/2009**") converting into law (with amendments) Law Decree 78 of 1 July 2009, introduced an increase of the concession fee charged to the motorway concessionaire (the "**Surcharge**") to be remitted to the MIMS and the Ministry of Economy and Finance and to be calculated on the basis of the distance in kilometres covered by each vehicle using the motorway (the Surcharge is equal to Euro 0.003 per kilometre for vehicles in classes A and B and to Euro 0.009 per kilometre for vehicles in classes 3, 4 and 5).

Law Decree 78/2010 has introduced a further increase of the Surcharge due to the grantor by the motorway concessionaires. In particular, Article 15, paragraph 4, of Law Decree 78/2010 set forth that the motorway concessionaires shall pay to the grantor the following extra charges:

(a) Euro 0.001 per kilometre for vehicles in classes A and B and Euro 0.003 per kilometre for vehicles in classes 3, 4 and 5. Such amounts shall be paid starting from the first day following the second month from the entrance into force of the Stabilisation Law Decree; and

(b) Euro 0.002 per kilometre for vehicles in classes A and B and Euro 0.006 per kilometre for vehicles in classes 3, 4 and 5 starting from 1 January 2011.

In any event, the concessionaire recovers the greater fee to be paid to the grantor (*i.e.* the Surcharge) by proportionally increasing the relative toll tariffs.

As of 1 January 2011, the total amount of extra charges is equal to Euro 0.006 per kilometre for vehicles in classes A and B and Euro 0.018 per kilometre for vehicles in classes 3, 4 and 5.

**Subcontracts for Services on the Motorways**

Subcontracts for food and beverage and mini-market and petrol service stations are granted to third parties for the management of service areas through competitive procedures. The offers proposed by the candidates are evaluated on technical, qualitative and economic bases. Generally, the Subcontracts grant each Subcontractor the right to perform one or more services in a single service area. Pursuant to the Subcontracts, the Subcontractor is typically required to build the structures necessary to provide the service and, subsequently, to manage and maintain those services either directly or through management contracts with third parties. Upon the expiry of a Subcontract, the buildings and infrastructure built by the Subcontractor must be transferred to the Group in a good state and condition with no compensation to the Subcontractor. Under a Subcontract, the Subcontractor undertakes to pay to the relevant Motorway Company a fixed amount *plus* a royalty based on the revenues generated from sales.

Upon the expiry of a Subcontract, a new Subcontract must be granted following a competitive bidding procedure, in accordance with the concession agreement, relevant law and, with respect to food and beverage Subcontracts, pursuant to decision number 8090 of the Italian Anti-Trust Authority dated 2 March 2000 (the "**Anti-Trust Decision**"). Pursuant to the Anti-Trust Decision, so long as Edizione ultimately controls Atlantia, through Sintonia or otherwise, and concurrently controls Autogrill, directly or indirectly, the granting of a Subcontract is subject to the following conditions: that (i) Autostrade Italia and the other Motorway Companies may only award food and beverage and mini-market Subcontracts pursuant to an open, competitive, non-discriminatory bid procedure set forth by the Concession Grantor, (ii) that an independent expert is engaged to manage all aspects of such bid process and (iii) that Autogrill does not increase its percentage market share of said food and beverage and mini-market Subcontracts above 72%.

Pursuant to an indemnification agreement between Autostrade Italia and Edizione, Autostrade Italia is required to indemnify Edizione for certain liabilities incurred by it as a result of violations or misapplications by Autostrade Italia of the Anti-Trust Decision. In December 2002 and November 2004, Edizione was subject to

[8] Currently, a percentage of 42% is destined to ANAS. Pursuant to Article 1, paragraph 362, of Legislative Decree No. 90/2014, starting from 2017 such percentage will be reduced to 21%.

sanctions by the Italian Anti-Trust Authority in connection with violations of the Anti-Trust Decision. See "*Risk Factors – Autostrade Italia has been the subject of anti trust proceedings and is party to an indemnification agreement that may require it to cover certain liabilities which arise as a result of its subcontract operations or these proceedings*".

## MANAGEMENT

### Board of Directors

The Board of Directors of Autostrade Italia (the "**Board of Directors**") has been composed of ten members since 27 January 2020, following the resignation of Mr. Tommaso Barraco and the resolution of the shareholders' meeting of the same date to reduce the number of members of the Board of Directors from eleven to ten. The current members of the Board of Directors were elected on 22 November 2019 and will hold office until the shareholders' meeting called for the approval of the financial statements for the year ending 31 December 2021. The current members of the Board of Directors are as follows:

| Name | Title | Age |
|---|---|---|
| Giuliano Mari | Chairman | 75 |
| Roberto Tomasi | Chief Executive Officer | 53 |
| Carlo Bertazzo | Director | 55 |
| Massimo Bianchi | Director | 64 |
| Elisabetta De Bernardi Di Valserra | Director | 43 |
| Christoph Holzer | Director | 41 |
| Hongcheng Li | Director | 51 |
| Roberto Pistorelli | Director | 67 |
| Nicola Rossi | Director | 69 |
| Antonino Turicchi | Director | 55 |

As at 30 June 2021, the Group had no outstanding loans to members of the Board of Directors.

## Other offices held by members of the Board of Directors

The table below sets forth the offices on the Boards of Directors, other than those within the Issuer, held by the members of Autostrade Italia's Board of Directors.

| Name | Title | Principal activities outside of Issuer |
|---|---|---|
| Giuliano Mari | Chairman of the Board of Directors | Chairman of the Board of Directors of Assietta Private Equity SGR. |
| Roberto Tomasi | Chief Executive Officer | Deputy Chairman of AISCAT – Associazione Italiana Società Concessionarie Autostrade e Trafori |
| Carlo Bertazzo | Director | Chief Executive Officer of Atlantia S.p.A.<br>Director of Getlink SE<br>Director of Abertis Infraestructuras S.A. |
| Massimo Bianchi | Director | Member of the Board of Statutory Auditors and Supervisory Body of REAM SGR<br><br>Member of the Board of Statutory Auditors and Supervisory Board of Permicro S.p.A.<br><br>Chairman of the Board of Statutory Auditors of Con I Bambini Impresa Sociale S.r.l. |
| Elisabetta De Bernardi Di Valserra | Director | Director of Aeroporti di Roma S.p.A.<br>Director of Getlink SE<br>Director of Aéroports de la Côte d'Azur<br>Director of Telepass |
| Christoph Holzer | Director | Director of Allianz Leben Infrastrukturfonds GmbH<br>Director of APKV Infrastrukturfonds GmbH<br>Director of AZ-SGD Infrastrukturfonds GmbH<br>Chairman of the Board of Directors of Appia Investments S.r.l.<br>Member of the Management Board of AS Gasinfrastruktur GmbH<br>Member of the Management Board and Chairman of the Board of Directors of AS Gainfrastrultur Beteiligung GmbH<br>Non-executive Director of ITALO Nuovo Trasporto Viaggiatori S.p.A.<br>Director of NeuConnect Britain Ltd.<br>Director of NeuConnect Deutschland GmbH. |
| Hongcheng Li | Director | Director of Silver Amber Investment Ltd.<br>Director of PEHP Inc.<br>Director of SDMG Inc.<br>Director of BNR Lotus Holding Limited<br>Director of ACWA Power Harbin Holdings Limited<br>Director of China Three Gorges South Asia Investment Limited |
| Roberto Pistorelli | Director | Member of the Board of Directors of Gasplus S.p.A.<br>Chairman of Supervisory Body of Humanitas S.p.A.<br>Chairman of Supervisory Body of C Gavazzeni S.p.A.<br>Chairman of Supervisory Body of MCH S.r.l.<br>Chairman of Supervisory Body of ECAS S.p.A. |
| Nicola Rossi | Director | Director of Aeroporti di Roma S.p.A.<br>Director of Blu Banca S.p.A.<br>Chairman of the Board of Directors of Sistan Sgr S.p.A.<br>Director of Fondazione Bruno Leoni<br>Director of Fondazione Bruno Leoni<br>Full Professor at Rome University "Tor Vergata" |
| Antonino Turicchi | Director | Chief Executive Officer of Fintecna S.p.A.<br>Chairman of the Board of Directors of STMicroelectronics Holding N.V.<br>Chairman of the Board of Directors of Gardant Investors Sgr |

## Supervisory Body

Autostrade Italia's Supervisory Body was established in implementation of the provisions of Decree 231 with the task of defining an organisation, management and control model for all the companies of the Group, in order to notify Autostrade Italia's responsibility with regard to unlawful administrative actions. The current Supervisory Body is chaired by Anna Doro Tempestini.

## Senior Management

The principal executive officers of Autostrade Italia and of the Group are as follows:

| Name | Title | Age |
|---|---|---|
| Giuliano Mari | Chairman | 75 |
| Roberto Tomasi | Chief Executive Officer – General Manager | 54 |
| Nicola Allocca | Risk, Compliance and Quality Director. | 44 |
| Amedeo Gagliardi | Director of Legal Affairs – Director of Procurement ad interim | 49 |
| Diego Maletto | Internal Audit Director | 43 |
| Alberto Milvio | Chief Financial Officer | 62 |
| Gian Luca Orefice | Human Capital, Organization and HSE Director | 51 |
| Roberto Tomasi *ad interim* | External Relations, Institutional Affairs and Marketing Director | 54 |
| Umberto Vallarino | Director of Finance | 57 |
| Roberto Ramaccia | Director of Administration and Economic Planning | 62 |
| Francesco Del Greco | Director of IT and Digital Trasformation | 51 |
| Massimo Iossa | Marketing, Brand Strategy and Customer Experience Director | 53 |
| Giulio Bozzini | Planning, Control and Company Transformation Director | 58 |
| Luca Fontana | Engineering and Construction Business Unit Director | 53 |
| Fernando De Maria | Operation Business Unit Director | 46 |
| Giorgio Moroni | Director of Service Areas | 53 |
| Marco Perna | Maintenance and Plant Engineering Director | 45 |

## Board of Statutory Auditors

Pursuant to Italian law, the Board of Statutory Auditors (*Collegio Sindacale*) must oversee Autostrade Italia's compliance with applicable laws and bylaws, proper administration, the adequacy of internal controls and accounting reporting systems as well as the adequacy of provisions concerning the supply of information by subsidiaries. The Board of Statutory Auditors is required to report specific matters to shareholders and, if necessary, to the relevant court. Autostrade Italia's directors are obliged to report to the Board of Statutory Auditors promptly, and at least quarterly, regarding material activities and transactions carried out by Autostrade Italia. Any member of the Board of Statutory Auditors may request information directly from Autostrade Italia and any two members of the Board of Statutory Auditors may convene meetings of the shareholders, the Board of Directors, seek information on management from the Directors, carry out inspections and verifications at the company and exchange information with Autostrade Italia's external auditors. The members of the Board of Statutory Auditors are required to be present at meetings of the Board of Directors and shareholders' meetings.

Members of the Board of Statutory Auditors are elected by the shareholders for a three year term and may be re-elected. Members of the Board of Statutory Auditors may be removed only for just cause and with the approval of an Italian court. The term of office of the present members of the Board of Statutory Auditors, who were appointed on 15 April 2021, except for Mr. Donato Liguori, who was appointed on 30 April 2021 by the Concession Grantor, is scheduled to expire at the shareholders' meeting called for the purpose of approving Autostrade Italia's financial statements for the year ending 31 December 2023.

The current members of the Board of Statutory Auditors are as follows:

| Name(*) | Title | Principal activities outside of Issuer |
|---|---|---|
| Giandomenico Genta | Chairman | Chairman of the Board of Statutory Auditors of Noovle Group S.p.A.<br>Chairman of the Board of Statutory Auditors of Cassa Depositi e Prestiti Immobiliare S.r.l.<br>Chairman of the Board of Statutory Auditors of EKAF – Industria Nazionale del Caffè S.p.A.<br>Chairman of the Board of Statutory Auditors of FIN. S.I. S.p.A.<br>Chairman of the Board of Statutory Auditors of Carruggio S.p.A.<br>Director of Fondaco SGR S.p.A.<br>Director of F2i SGR S.p.A.<br>Alternate Statutory Auditor of Tecno S.p.A. |
| Donato Liguori | Auditor | Statutory Auditor of Autovie Venete S.p.A.<br>Member of the Auditors' Board of Società Geasar S.p.A. |
| Roberto Colussi | Auditor | Chairman of the Board of Statutory Auditors of Italthierry Auto Leather S.p.A.<br>Statutory Auditor of Titan Italia S.p.A.<br>Statutory Auditor of Italtractor ITM S.p.A.<br>Statutory Auditor of Turboden S.p.A.<br>Statutory Auditor of Clarios Italia S.r.l. |

| Name(*) | Title | Principal activities outside of Issuer |
|---|---|---|
| | | Statutory Auditor of Eni Mediterranea Idrocarburi S.p.A.<br>Chairman of the Board of Statutory Auditors of Malo S.p.A.<br>Chairman of the Board of Statutory Auditors of Mase Generators S.p.A.<br>Statutory Auditor of Patheon Italia S.p.A.<br>Chairman of the Board of Statutory Auditors of Goppion S.p.A.<br>Chairman of the Board of Statutory Auditors of Suez Trattamento Acque S.p.A.<br>Statutory Auditor of Tupperware Italia S.p.A.<br>Statutory Auditor of M.M. Automobili Italia S.p.A.<br>Special Prosecutor of Deutsche Bank Trust Company Americas<br>Statutory Auditor of S&P Global Italy S.r.l.<br>Statutory Auditor of Blockbuster Italia S.p.A. in liquidazione<br>Chairman of the Board of Statutory Auditor of Altroconsumo Edizioni S.r.l.<br>Statutory Auditor of Kodak S.p.A.<br>Shareholder and Director of Immobiliare Pontaccio di Giuseppe Deiure e C. S.N.C.<br>Alternate Statutory Auditor of Versalis S.p.A.<br>Statutory Auditor of 3lettronica Industriale S.p.A.<br>Alternate Statutory Auditor of AGB N.M.R. Holding S.p.A.<br>Chairman of the Board of Statutory Auditors of Expertise S.r.l.<br>Statutory Auditor of ITNET S.r.l.<br>Sole Director of Archimede Securitisation S.r.l.<br>Statutory Auditor of The Nielseniq (Italy) S.r.l.<br>Statutory Auditor of Valassis S.r.l.<br>Statutory Auditor of Eni Gas e Luce S.p.A.<br>Chairman of the Board of Statutory Auditors of Farmo S.p.A.<br>Statutory Auditor of IPG Photonics (Italy) S.r.l.<br>Statutory Auditor of Autostrade and Logistics S.p.A.<br>Chairman of the Board of Statutory Auditors of Fermi S.p.A.<br>Statutory Auditor of Wind Tre Italia S.p.A.<br>Statutory Auditor of Affidea Lombardia S.r.l.<br>Statutory Auditor of Wind Tre S.p.A.<br>Chairman of the Board of Statutory Auditors of Belron Italia S.p.A.<br>Statutory Auditor of Symi S.p.A.<br>Chairman of the Board of Statutory Auditors of PIA S.p.A.<br>Liquidator of Tasso S.r.l. in liquidazione<br>Chairman of the Board of Statutory Auditors of Transmed S.p.A.<br>Chairman of the Board of Statutory Auditors of IEOC S.p.A.<br>Chairman of the Board of Statutory Auditors of IGS S.p.A.<br>Statutory Auditor of Johnson Control Systems and Service Italy S.r.l.<br>Statutory Auditor of Affidea S.r.l.<br>Liquidator of Clearview S.r.l. in liquidazione<br>Statutory Auditor of Wind Tre Retail S.r.l.<br>Alternate Statutory Auditor of Urban Vision S.p.A.<br>Statutory Auditor of Objectway S.p.A.<br>Chairman of the Board of Statutory Auditors of Suez RR IWS Italia S.r.l.<br>Liquidator of NL Investments I S.r.l.<br>Alternate Statutory Auditor of Eni West Africa S.p.A.<br>Statutory Auditor of McGraw-Hill Education (Italy) S.r.l.<br>Chairman of the Board of Statutory Auditors of Nuova Castelli Group S.p.A.<br>Statutory Auditor of Johnson Controls Italia S.r.l.<br>Statutory Auditor of Johnson Controls Automotive S.r.l.<br>Sole Director of Panthom S.r.l.<br>Chairman of the Board of Statutory Auditors of UCFS Italia S.p.A.<br>Sole Shareholders and Chairman of the Board of Directors of CFO S.r.l.<br>Statutory Auditor of RB S.r.l.<br>Statutory Auditor of Konki S.p.A.<br>Statutory Auditor of Polos S.r.l.<br>Chairman of the Board of Statutory Auditors of DGG S.r.l.<br>Sole Director of THXD S.r.l.<br>Chairman of the Board of Statutory Auditor of Elce Energia S.r.l.<br>Alternate Statutory Auditor of Mater-Biopolymer S.r.l.<br>Statutory Auditor of Iniziativa Medica S.p.A.<br>Statutory Auditor of Stern Energy S.p.A.<br>Chairman of the Board of Statutory Auditors of Gen Set S.p.A. |

| Name(*) | Title | Principal activities outside of Issuer |
|---|---|---|
| | | Statutory Auditor of Nuova L.A.M.P. S.r.l.<br>Chairman of the Board of Statutory Auditors of Innogest SGR S.p.A.<br>Chairman of the Board of Statutory Auditors of Salvaterra, Save The Land, La Castellana, Antica Vigna, S.T., G.A.N., V.L.C., S.T.L., L.A.C., Corte Giona, Tenute Salvaterra, Riposato S.p.A. |
| Alberto De Nigro ..... | Auditor ..... | Chairman of the Board of Statutory Auditors of Aim Group International S.p.A.<br>Chairman of the Board of Statutory Auditors of Engineering D. Hub S.p.A.<br>Statutory Auditor of IGT Games and Participation S.r.l.<br>Director and Member of the Board of the Control on the Management of Nexen S.p.A.<br>Chairman of the Board of Statutory Auditors of Vianini S.p.A.<br>Chairman of the Board of Statutory Auditors of CONI Comitato Olimpico Nazionale Italiano<br>Chairman of the Board of Statutory Auditors of CFI Compagnia Ferroviaria Italiana S.p.A.<br>Chairman of the Board of Statutory Auditors of Consorzio per i Servizi di Telefonia Mobile S.c.p.A. |
| Giulia De Martino ..... | Auditor ..... | Director of INPS Servizi S.p.A.<br>Statutory Auditor of Saipem S.p.A.<br>Chairman of the Board of Statutory Auditors of Versalis S.p.A.<br>Chairman of the Board of Statutory Auditors of e-geos S.p.A.<br>Statutory Auditor of Eni Trading & Shipping S.p.A.<br>Statutory Auditor of Floaters S.p.A.<br>Statutory Auditor of Agi S.p.A.<br>Chairman of the Board of Statutory Auditors of Novasim S.p.A. in liquidazione<br>Statutory Auditor of Società Italiana per il Traforo del Monte Bianco S.p.A.<br>Statutory Auditor of International Energy Services S.p.A.<br>Chairman of the Board of Statutory Auditors of Banca Widiba S.p.A.<br>Commissioner Liquidator of Advam Partners Sgr S.p.A. in L.C.A.<br>Member of Surveillance Board of Credito Cooperativo Interprovincial Veneto in L.C.A.<br>Member of Surveillance Board of Valore Italia Holding di Partecipazioni S.p.A.<br>Statutory Auditor of Eni Trading & Biofuels SpA.<br>Member of Surveillance Board of Independent Private Bankers Sim S.p.A. |
| Francesco Orioli..... | Alternate Auditor ..... | Chairman of Statutory Auditors of Unareti S.p.A.<br>Alternate Statutory Auditor of Paheon Italia S.p.A.<br>Statutory Auditor of Goppion S.p.A.<br>Chairman of the Board of Statutory Auditors of Bose S.p.A.<br>Chairman of the Board of Statutory Auditors of Ellesse Int. S.p.A.<br>Statutory Auditor of Bristol Myers Squibb S.r.l.<br>Chairman of the Board of Statutory Auditors of Rohde & Schwarz Italia S.p.A.<br>Statutory Auditor of Nike Italy S.r.l.<br>Alternate Statutory Auditor of Sistemi 2000 S.p.A.<br>Statutory Auditor of Unilever Italy Holdings S.r.l.<br>Statutory Auditor of Sestante Finance S.r.l. |
| Lorenzo De Angelis ..... | Alternate Auditor ..... | Chairman of the Board of Statutory Auditors of Autostrade dell'Atlantico S.r.l.<br>Sole Statutory Auditor of Autostrade Portugal S.r.l.<br>Statutory Auditor of Azzurra Aeroporti S.p.A.<br>Statutory Auditor of Bank of Italy<br>Controller of Confederazione Italiana della Proprietà Edilizia<br>Statutory Auditor of Consorzio PattiChiari<br>Chairman of the Board of Statutory Auditors of Energycalor S.r.l.<br>Chairman of the Board of Statutory Auditors of Disma S.p.A.<br>Statutory Auditor of Esso Italiana S.r.l.<br>Chairman of the Board of Statutory Auditors of Immobiliare Monterosso S.p.A.<br>Statutory Auditor of Infineum Italia S.r.l.<br>Chairman of the Board of Statutory Auditors of La Rustichella S.p.A.<br>Statutory Auditor of Mozambique Rovuma Venture S.p.A.<br>Controller of Registro Italiano Navale |

| Name(*) | Title | Principal activities outside of Issuer |
|---|---|---|
| | | Member of the Supervisory Committee of Rhone Méditerrannée S.p.A., in liquidazione coatta amministrativa<br>Chairman of the Board of Statutory Auditors of Roma Terminal Container S.r.l.<br>Chairman of the Board of Statutory Auditors of Sindacato Italiano Memore<br>Statutory Auditor at VECON S.p.A.<br>Member of the Board of Directors at Conciliatore Bancario e Finanziario |

(*) As at 30 June 2021, the Group had no outstanding loans to members of the Board of Statutory Auditors.

## SHAREHOLDERS

### *Current Ownership Structure*

As of the date of this Offering Circular, Autostrade Italia is a subsidiary of Atlantia, which holds 88.06% of the share capital of ASPI. Other shareholders of Autostrade Italia are Appia Investment S.r.l., holding 6.94% of the share capital of ASPI, and Silk Road Fund Co., Ltd, holding 5% of the share capital of ASPI. On 12 June 2021, Atlantia entered into a share purchase agreement (the "**SPA**") for the disposal of its entire shareholding held in Autostrade Italia (the "**Disposal**") with a consortium comprising CDP Equity S.p.A. (a subsidiary of CDP), The Blackstone Group International Partners LLP and Macquarie European Infrastructure Fund 6 SCSP. For additional information in connection with the Disposal, see "*Shareholders - Disposal of Atlantia's stake in ASPI*".

The following table shows all shareholders of Autostrade Italia as of 23 September 2021, based on the Autostrade Italia's company search.

| **Shareholder**[(1)] | **Number of shares held** | **Ownership Interest** |
|---|---|---|
| Atlantia S.p.A. | 547,776,698 | 88.06% |
| Appia Investment S.r.l. | 43,148,952 | 6.94% |
| Silk Road Fund Co., Ltd | 31,101,350 | 5.00% |
| **Total** | 622,027,000 | 100.00% |

(1) Source: Autostrade Italia's company search, dated 15 November 2021.

As at the date of this Offering Circular, Sintonia S.p.A, wholly controlled through Edizione S.r.l., is the controlling shareholder of Atlantia.

The following table shows all shareholders of Atlantia as of 15 November 2021, based on publicly available filings.

| **Shareholder**[(1)] | **Ownership Interest** |
|---|---|
| Sintonia S.p.A. (and, indirectly, Edizione S.r.l.) | 31.00% |
| InvestCo Italian Holdings S.r.l. and GIC Private Limited (and, indirectly, GIC Private Limited) | 8.29% |
| HSBC Holdings PLC. | 5.01% |
| Fondazione Cassa di Risparmio di Torino | 4.54% |
| Treasury shares (*azioni proprie)* | 0.94% |
| Free Float | 50.22% |
| **Total** | 100.00% |

(1) Source: Commissione Nazionale per le Società e la Borsa ("**CONSOB**", the Italian regulator of companies and the exchange), website of Atlantia and other publicly available information – last source available: 15 November 2021.

### *Disposal of Atlantia's stake in ASPI*

In connection with the Settlement Process among ASPI, Atlantia and the Italian Government, in July 2020 Atlantia started a process for the disposal of its shareholding in ASPI, including through discussions with the consortium comprising CDP Equity S.p.A. (a subsidiary of CDP), The Blackstone Group International Partners LLP and Macquarie European Infrastructure Fund 6 SCSP.

Following the delivery of several non-binding and binding offers by the Consortium from October 2020 to March 2021, on 29 April 2021 the Consortium submitted a new binding offer (the "**Offer**") for the purchase of Atlantia's stake in ASPI with improved legal and economic terms. In particular, the Offer set a price for the entire share capital of ASPI of €9.1 billion.

In addition to the offered price, Atlantia would be entitled to a ticking fee accruing from 1 January 2021 to the date of completion of the disposal and an earn-out mechanism which takes into account the possible recovery of the reduction in traffic deriving from the Covid-19 pandemic.

The board of directors of Atlantia considered the Offer, taking into account the alternative scenarios likely to happen in the event of non-acceptance of the Offer, including the fact that the MIMS has confirmed on 26 March 2021 that the disposal of the stake held in ASPI was a condition to the MIMS entering into the

Settlement Agreement with ASPI. As a result of such consideration, on 30 April 2021 the board of directors of Atlantia convened a shareholders' meeting to resolve upon the Offer. On 31 May 2021, the shareholders' meeting of Atlantia approved the Offer.

The Offer was then approved by the board of directors of Atlantia and, on 12 June 2021 Atlantia entered into a share purchase agreement (as may be amended and supplemented from time to time, the "**SPA**") for the disposal of its entire shareholding held in ASPI (the "**Disposal**") with the Consortium.

*The Conditions Precedent applicable to the Disposal*

The obligation of the parties to complete the Disposal is conditional upon the following conditions precedent having been fulfilled or waived:

(a) the effectiveness of the Settlement Agreement and the EFP, substantially in the form submitted to the MIMS for approval;

(b) the concessions held by ASPI and other ASPI group companies being valid and effective;

(c) clearance of the Disposal by the competent antitrust authority without remedies or conditions having a negative impact on ASPI, the Disposal, Holding Reti Autostradali S.p.A. (the purchaser), the purchaser's shareholders and/or their affiliates and/or Atlantia and/or its affiliates;

(d) the receipt of waivers from the ASPI group's lenders, including bondholders, including the release of the guarantees provided by Atlantia in respect of certain indebtedness incurred by ASPI;

(e) the receipt of waivers from Atlantia's lenders;

(f) CONSOB having confirmed that ASPI shall not be subject to public tender offer obligations with regard to Autostrade Meridionali S.p.A.'s shares as a consequence of completion of the Disposal;

(g) the Italian Government's decision not to exercise its special powers (the so-called "golden power") or powers having a negative impact on ASPI, the Disposal, the purchaser, the purchaser's shareholders and/or their affiliates and/or Atlantia and/or its affiliates;

(h) receipt of the necessary change of control consents from the MIMS;

(i) no authority having issued any measures, guidelines or opinions that may prevent execution of the Disposal in accordance with the terms set out in the SPA or, in any case, may have a negative impact on the Disposal, ASPI and/or its subsidiaries and/or the purchaser.

The conditions precedent must be fulfilled (or waived) by 31 March 2022 or by such other date to be agreed by Atlantia and the Consortium, but in any event no later than 30 June 2022.

In relation to waivers of the conditions precedent to the Disposal, the SPA provides that:

- the conditions precedent under letters (a), (b), (c), (d) and (g) may be waived solely by agreement between Atlantia and the purchaser, *provided that* - in relation to the condition under (a) – in the event that the approved version of the EFP is less favourable that the draft EFP agreed and annexed to the SPA, such condition precedent may be waived only by the purchaser;
- the conditions precedent under letters (f), (h) and (i) may be waived only by the purchaser; and
- the conditions precedent under letter (e) may be waived only by Atlantia.

The procedure for obtaining any such waivers must be initiated by Atlantia in accordance with the timing to be agreed on by the parties.

In the event that the conditions precedent are not fulfilled or waived by 31 March 2022 (unless extended by written agreement of the parties), the SPA shall be automatically terminated and have no further effect.

*Status of the conditions precedent*

As of the date of this Offering Circular:

- the Issuer and its subsidiaries have requested all necessary consents and waivers from their respective lenders under existing credit facilities to complete the Disposal and release Atlantia as guarantor, where applicable. As of the date of this Offering Circular, CDP, in its capacity as lender to the Issuer under certain credit facility agreements, has provided its consent with respect to the Disposal;

- Atlantia has obtained all necessary consents and waivers from its lenders under existing credit facilities to complete the Disposal;

- In July 2021, the Issuer submitted a revised draft of the Settlement Agreement and EFP to the Concession Grantor, substantially in the form agreed in principle with the Concession Grantor in November 2020, specifying that ASPI is available to finalise and sign them as soon as reasonably practicable;

- On 6 August 2021, the Italian Government notified the Consortium that it will not exercise the golden powers in respect of the Disposal;

- On 13 October 2021, CONSOB confirmed that ASPI will not be subject to public tender offer obligations with regard to Autostrade Meridionali S.p.A.'s shares as a consequence of completion of the Disposal;

- On 14 October 2021, the Issuer and the MIMS entered into the Settlement Agreement. For additional information, see "*Business Description of the Group – Recent Developments – Settlement Agreement, EFP and Addendum*";

- On 4 August 2021, ASPI requested the MIMS to authorise the change of control of ASPI itself for the purposes of the Single Concession Contract in relation to the entering into the SPA. The MIMS requested additional information in this respect, which has been provided by ASPI;

- On 5 November 2021, the Issuer submitted an updated EFP to the Concession Grantor (for additional information, see "*Business Description of the Group – Recent Developments – Settlement Agreement, EFP and Addendum*").

*Completion of the Disposal*

The completion of the Disposal (the "**Closing**") shall take place at the thirtieth business day after the date on which the last of the conditions precedent has been fulfilled (or waived in writing) or such other date as the parties may agree in writing, and in any case not before 30 November 2021. At the Closing:

- Atlantia shall (i) transfer its holding of shares in ASPI to the purchaser; (ii) deliver a copy of a letter of resignation from office from three of ASPI's directors designated by Atlantia, using its best effort to procure the resignation of the rest of ASPI's directors who were appointed by Atlantia's designation. In the event that no resignation is obtained from any director, Atlantia shall procure that their office is terminated in any event pursuant to ASPI's Articles of Association (to allow expiration of the term of office of the Board as a whole); (iii) use its best efforts so that Atlantia's standing and alternate statutory auditors resign; (iv) cause ASPI to repay any outstanding shareholder loan granted to ASPI by Atlantia or its affiliates; (v) convene a meeting of ASPI's shareholders to appoint the new directors and statutory auditors (if any); and

- the Purchaser shall (i) pay the purchase price; (ii) attend the above meeting of ASPI's shareholders; (iii) in case of exercise by any minority shareholder of their tag-along right provided for in ASPI's Articles of Association, complete the purchase of the relevant shares; (iv) pay or cause to be paid, the full amount of any stamp, transfer, notarial or similar taxes due for the Disposal.

***Expected Ownership Structure after the Completion of the Disposal***

Upon completion of the Disposal, the expected ownership structure of the Issuer will be as set out in the chart below.

| **Shareholder** | **Number of shares held** | **Ownership Interest** |
|---|---|---|
| Holding Reti Autostradali S.p.A. | 547,776,698 | 88.06% |
| Appia Investment S.r.l. | 43,148,952 | 6.94% |
| Silk Road Fund Co., Ltd | 31,101,350 | 5.00% |
| **Total** | 622,027,000 | 100.00% |

Currently, Holding Reti Autostradali S.p.A. ("**HRA**") is owned 51% by CDP Equity S.p.A., 24.5% by funds advised or managed by affiliates of Blackstone Inc. (individually or together with its affiliates as the context may require ("**Blackstone**")) and 24.5% is owned by entities controlled or managed by affiliates of Macquarie Group Limited ("**Macquarie**").

## FORMS OF THE NOTES

The Notes of each Series will either be in bearer form ("**Bearer Notes**"), with or without interest coupons attached, or in registered form ("**Registered Notes**"), without interest coupons attached. Bearer Notes will be issued outside the United States in reliance on Regulation S and Registered Notes will be issued both outside the United States in reliance on Regulation S or otherwise in private transactions that are exempt from the registration requirements of the Securities Act.

### Bearer Notes

Each Tranche of Notes will initially be in the form of either a Temporary Global Note, without interest coupons, or a Permanent Global Note, without interest coupons, in each case as specified in the applicable Final Terms. Each Bearer Global Note which is not intended to be issued in NGN form, as specified in the applicable Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Notes with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and each Bearer Global Note which is intended to be issued in NGN form, as specified in the applicable Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Notes with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. The clearing system will be notified prior to the Issue Date of each Tranche of Notes as to whether the Notes are to be issued in NGN form or CGN form.

On 13 June 2006 the European Central Bank (the "**ECB**") announced that Notes in NGN form are in compliance with the "Standards for the use of EU securities settlement systems in ESCB credit operations" of the central banking system for the euro (the "**Eurosystem**"), *provided that* certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Notes in NGN form will be offered by Euroclear and Clearstream, Luxembourg as at 30 June 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after 31 December 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.

In respect of the Notes in bearer form, the applicable Final Terms will also specify whether U.S. Treasury Regulations §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**")) ("**TEFRA C**") or U.S. Treasury Regulations §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) ("**TEFRA D**") are applicable in relation to the Notes, or that TEFRA is not applicable.

#### *Temporary Global Note exchangeable for Permanent Global Note*

If the applicable Final Terms specify the form of Notes as being "Temporary Global Note exchangeable for a Permanent Global Note", then the Notes will initially be in the form of a Temporary Global Note without interest coupons, interests in which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Note to the bearer of the Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

(i) presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Principal Paying Agent; and

(ii) receipt by the Principal Paying Agent of a certificate or certificates of non-U.S. beneficial ownership,

within seven days of the bearer requesting such exchange.

The principal amount of the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership; *provided, however, that* in no circumstances shall the principal amount of the Permanent Global Note exceed the initial principal amount of the Temporary Global Note.

***Temporary Global Note exchangeable for Definitive Notes***

If the applicable Final Terms specify the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specify that TEFRA C is applicable or that TEFRA is not applicable, then the Notes will initially be in the form of a Temporary Global Note, without Coupons, interests in which will be exchangeable, in whole but not in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes.

If the applicable Final Terms specify the form of Notes as being "Temporary Global Note exchangeable for Definitive Notes" and also specifies that TEFRA D is applicable, then the Notes will initially be in the form of a Temporary Global Note, without Coupons, interests in which will be exchangeable, in whole or in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever the Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the applicable Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Principal Paying Agent within 60 days of the bearer requesting such exchange.

Where the Temporary Global Note is to be exchanged for Definitive Notes, Notes may only be issued in denominations which are integral multiples of the minimum denomination and may only be traded in such amounts whether in global or definitive form.

***Permanent Global Note exchangeable for Definitive Notes***

If the applicable Final Terms specify the form of Notes as being "Permanent Global Note exchangeable for Definitive Notes", then the Notes will initially be in the form of a Permanent Global Note, without Coupons, interests in which will be exchangeable in whole, but not in part, for Definitive Notes:

(i) on the expiry of such period of notice as may be specified in the applicable Final Terms; or

(ii) at any time, if so specified in the applicable Final Terms; or

(iii) if the applicable Final Terms specify "in the limited circumstances described in the Permanent Global Note", then if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 10 of the Terms and Conditions of the Notes occurs.

Where interests in the Permanent Global Note are to be exchanged for Definitive Notes in the circumstances described in (i) and (ii) above, Notes may only be issued in denominations which are integral multiples of the minimum denomination and may only be traded in such amounts, whether in global or definitive form. As an exception to the above rule, where the Permanent Global Note may only be exchanged in the limited circumstances described in (iii) above, Notes may be issued in denominations which represent the aggregate of a minimum denomination of €100,000 and integral multiples of €1,000 in excess thereof, *provided that* such denominations are not less than €100,000 nor more than €199,000 or €99,000. For the avoidance of doubt, each holder of Notes of such denominations will, upon exchange for Definitive Notes, receive Definitive Notes in an amount equal to its entitlement to the principal amount represented by the Permanent Global Note. However, a Noteholder who holds a principal amount of less than the minimum denomination may not receive a Definitive Note and would need to purchase a principal amount of Notes such that its holding is an integral multiple of the minimum denomination.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the applicable Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Principal Paying Agent within 60 days of the bearer requesting such exchange. Where the Notes are listed on Euronext Dublin and its rules so require, the Issuer will give notice of the exchange of the Permanent Global Note for Definitive Notes pursuant to Condition 17 of the Terms and Conditions of the Notes.

***Terms and Conditions applicable to the Notes***

The terms and conditions applicable to any Definitive Note will be endorsed on that Note and will consist of the terms and conditions set out under "Terms and Conditions of the Notes" below and the provisions of the applicable Final Terms which supplement, amend and/or replace those terms and conditions.

**Registered Notes**

Each Tranche of Registered Notes will initially be represented by a global note in registered form ("**Registered Global Notes**"). Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to each Tranche of Notes, beneficial interests in a Registered Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person, save as otherwise provided in Condition 2 of the Terms and Conditions of the Notes, and may not be held otherwise than through Euroclear or Clearstream, Luxembourg and such Registered Global Note will bear a legend regarding such restrictions on transfer. The clearing system will be notified prior to the Issue Date of each Tranche of Notes as to whether the Notes are to be held under the NSS or otherwise.

In a press release dated 22 October 2008, "*Evolution of the custody arrangement for international debt securities and their eligibility in Eurosystem credit operations*", the ECB announced that it has assessed the new holding structure and custody arrangements for registered notes which the ICSDs had designed in cooperation with market participants and that Notes to be held under the new structure (the "**New Safekeeping Structure**" or "**NSS**") would be in compliance with the "*Standards for the use of EU securities settlement systems in ESCB credit operations*" of the central banking system for the euro (the "**Eurosystem**"), subject to the conclusion of the necessary legal and contractual arrangements. The press release also stated that the new arrangements for Notes to be held in NSS form will be offered by Euroclear and Clearstream, Luxembourg as at 30 June 2010 and that registered debt securities in global registered form held issued through Euroclear and Clearstream, Luxembourg after 30 September 2010 will only be eligible as collateral in Eurosystem operations if the New Safekeeping Structure is used.

Each Note represented by a Registered Global Note will either be: (a) in the case of a Certificate which is not to be held under the NSS, registered in the name of a common depositary (or its nominee) for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and the relevant Registered Global Note will be deposited on or about the issue date with the common depositary; or (b) in the case of a Registered Global Note to be held under the NSS, be registered in the name of a common safekeeper (or its nominee) for Euroclear and/or Clearstream, Luxembourg and the relevant Registered Global Note will be deposited on or about the issue date with the common safekeeper for Euroclear and/or Clearstream, Luxembourg.

Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

The Registered Global Notes will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 1 of the Terms and Conditions of the Notes) as the registered holder of the Registered Global Notes. None of the Issuer, the Trustee, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the

Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 7(b) of the Terms and Conditions of the Notes) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (1) in the case of Notes registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg, the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available, or (2) the Issuer has or will become obliged to pay additional amounts as provided for or referred to in Condition 8 of the Terms and Conditions of the Notes which would not be required were the Registered Notes represented by the Registered Global Note in definitive form or (3) such other event as may be specified in the applicable Final Terms. The Issuer will promptly give notice to Noteholders in accordance with Condition 17 of the Terms and Conditions of the Notes if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Registered Global Note) may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (2) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 15 days after the date on which the relevant notice is received by the Registrar.

**Transfer of Interests**

Interests in a Registered Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in another Registered Global Note. No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear and Clearstream, Luxembourg, in each case to the extent applicable. Registered Notes are also subject to the restrictions on transfer set forth therein and will bear a legend regarding such restrictions, see "*Subscription and Sale and Transfer and Selling Restrictions*".

**General**

Pursuant to the Agency Agreement, the Principal Paying Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes, the Notes of such further Tranche shall be assigned an ISIN and a common code by Euroclear and Clearstream, Luxembourg.

A Note may be accelerated by the holder thereof in certain circumstances described in Condition 10 of the Terms and Conditions of the Notes. In such circumstances, where any Note is still represented by a Global Note and a holder of such Note so represented and credited to his account with the relevant clearing system(s) gives notice that it wishes to accelerate such Note, unless within a period of 15 days from the giving of such notice payment has been made in full of the amount due in accordance with the terms of such Global Note, holders of interests in such Global Note credited to their accounts with the relevant clearing system(s) will become entitled to proceed directly against the Issuer on the basis of statements of account provided by the relevant clearing system(s) on and subject to the terms of the relevant Global Note.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear and/or Clearstream, Luxembourg each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and its agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer and its agents as the holder

of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions "**Noteholder**" and "holder of Notes" and related expressions shall be construed accordingly.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

**Redemption at the Option of the Issuer**

For so long as any Bearer Notes are represented by Bearer Global Notes and such Bearer Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, no selection of Notes to be redeemed will be required under Condition 6(f) of the Terms and Conditions of the Notes at the option of the Issuer in the event that the Issuer exercises its option pursuant such Condition 6(f) in respect of less than the aggregate principal amount of the Notes outstanding at such time. In such event, the partial redemption will be effected in accordance with the rules and procedures of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion).

**Payment Business days**

Notwithstanding the definition of "business day" in Condition 7(g) (*Non-Business days*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, "business day" means: (i) (in the case of payment in euro) any day which is a TARGET Business Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or (ii) (in the case of a payment in a currency other than euro) any day which is a day on which dealings in foreign currencies may be carried on in the principal financial centre of the currency of payment and in each (if any) Additional Financial Centre.

**Notices**

Notwithstanding Condition 17 (*Notices*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 17 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system; except that for so long as such Notes are admitted to trading on Euronext Dublin and it is also a requirement of applicable laws or regulations, such notices shall also be published on the website of Euronext Dublin, which as of the date of this Offering Circular is https://live.euronext.com/, the Issuer's website and through other appropriate public announcements and/or regulatory filings pursuant to mandatory provisions of Italian law.

## TERMS AND CONDITIONS OF THE NOTES

*The following is the text of the terms and conditions that, subject to completion and amendment and as completed in accordance with the provisions of the applicable Final Terms, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of the Final Terms or (ii) these terms and conditions as so completed (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the applicable Final Terms. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be. References in the Conditions to "**Notes**" are to the Notes of one Series only, not to all Notes that may be issued under the Programme.*

The Notes are constituted by a Trust Deed (as amended or supplemented as at the date of issue of the Notes (the "**Issue Date**"), the "**Trust Deed**") dated 16 November 2021 between Autostrade per l'Italia S.p.A. ("**Autostrade Italia**" or the "**Issuer**", which expression shall include any company substituted in place of the Issuer in accordance with Condition 11(d) or any permitted successor(s) or assignee(s)) and BNY Mellon Corporate Trustee Services Limited (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the Noteholders (as defined below). These terms and conditions (the "**Conditions**") include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bearer Notes, Certificates, Coupons and Talons referred to below. An Agency Agreement (as amended or supplemented as at the Issue Date, the "**Agency Agreement**") dated 16 November 2021 has been entered into in relation to the Notes between the Issuer, the Trustee, The Bank of New York Mellon as initial issuing and paying agent and the other agents named in it. The issuing and paying agent, the paying agents, the registrar, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the "**Issuing and Paying Agent**", the "**Paying Agents**" (which expression shall include the Issuing and Paying Agent), the "**Registrar**", the "**Transfer Agents**" (which expression shall include the Registrar) and the "**Calculation Agent(s)**".

Copies of, *inter alia*, the Trust Deed and the Agency Agreement are available for inspection by appointment during normal business hours at the principal office of the Trustee (presently at One Canada Square, E14 5AL London, United Kingdom) and at the specified office of each of the Issuing and Paying Agent, the Registrar and any other Paying Agents and Transfer Agents (such Paying Agents and the Transfer Agents being together referred to as the "**Agents**") at the Trustee's and the relevant Agent's option, such inspection may be provided electronically. Copies of the applicable Final Terms are obtainable by appointment during normal business hours at the specified office of each of the Agents at the relevant Agent's option, such inspection may be provided electronically save that, if this Note is an unlisted Note, the Final Terms will only be obtainable by a Noteholder holding one of more unlisted Notes and such Noteholder must produce evidence satisfactory to the Issuer and the relevant Agent as to its holding of such Notes and of the Noteholder's identity.

The Noteholders, the holders of the interest coupons (the "**Coupons**") relating to interest bearing Bearer Notes and, where applicable in the case of such Notes, talons for further Coupons (the "**Talons**") (the "**Couponholders**") are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and are deemed to have notice of those provisions applicable to them of the Agency Agreement.

## 1. Form, Denomination and Title

The Notes are issued in bearer form ("**Bearer Notes**"), or in registered form ("**Registered Notes**") in each case in the Specified Denomination(s) as specified in the applicable Final Terms.

All Registered Notes shall have the same Specified Denomination.

The Notes may be Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes or a combination of any of the foregoing, depending upon the Interest and Redemption/Payment Basis shown in the applicable Final Terms.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable.

Registered Notes are represented by registered certificates ("**Certificates**") and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

Title to the Bearer Notes and the Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "**Register**"). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, "**Noteholder**" means the bearer of any Bearer Note or the person in whose name a Registered Note is registered (as the case may be), "holder" (in relation to a Note, Coupon or Talon) means the bearer of any Bearer Note, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them herein or in the applicable Final Terms, the absence of any such meaning indicating that such term is not applicable to the Notes.

## 2. Transfers of Registered Notes

(a) **Transfer of Registered Notes**

One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or the Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.

(b) **Exercise of Options or Partial Redemption in Respect of Registered Notes**

In the case of any redemption of the Notes at the option of the Issuer or Noteholders in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(c) **Delivery of New Certificates**

Each new Certificate to be issued pursuant to Conditions 2(a) or (b) shall be available for delivery within three business days of receipt of the request for exchange, form of transfer or Exercise Notice (as defined in Condition 6(e)) and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such request for exchange, form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(c), "business day" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

(d) **Exchange Free of Charge**

Exchange and transfer of Notes and Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

(e) **Closed Periods**

No Noteholder may require the transfer of a Registered Note to be registered (i) during the period of fifteen (15) days ending on the due date for redemption of that Note, (ii) during the period of fifteen (15) days prior to any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 6(f), (iii) after any such Note has been called for redemption or (iv) during the period of seven (7) days ending on (and including) any Record Date.

## 3. Status

The Notes constitute "*obbligazioni*" pursuant to Article 2410 et seq. of the Italian Civil Code. The Notes and the Coupons relating to them constitute (subject to the provisions of Condition 4(a) (*Negative Pledge*)) unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves and at least *pari passu* with all senior, unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application.

## 4. Negative Pledge

(a) **Negative Pledge**

So long as any of the Notes or Coupons remains outstanding (as defined in the Trust Deed) neither the Issuer nor any Material Subsidiary shall create or permit to subsist any mortgage, charge, pledge, lien or other form of encumbrance or security interest ("**Security**") upon the whole or any part of its undertaking, assets or revenues present or future to secure any Relevant Debt, or any guarantee of or indemnity in respect of any Relevant Debt, except for Permitted Encumbrances (as defined below) unless, at the same time or prior thereto, the Issuer's obligations under the Notes, the Coupons and the Trust Deed (A) are secured equally and rateably therewith to the satisfaction of the Trustee or benefit from a guarantee or indemnity in substantially identical terms thereto, as the case may be, in each case to the satisfaction of the Trustee or (B) have the benefit of such other security, guarantee, indemnity or other arrangement as the Trustee in its absolute discretion shall deem to be not materially less

beneficial to the interests of the Noteholders or as shall be approved by a Resolution (as defined in the Trust Deed) of the Noteholders.

(b) **Definitions**

In these Conditions:

"**Autostrade Italia Concession**" means the legal concession granted by the MIMS as concession grantor to Autostrade Italia pursuant to the Roadway Regulations, to construct and commercially to operate part of the toll highway infrastructure in Italy under terms and conditions provided under the Single Concession Contract;

"**Consolidated Assets**" means, with respect to any date, the consolidated total assets of the Group for such date, as reported in the most recently published consolidated financial statements of the Group;

"**Consolidated Revenues**" means, with respect to any date, the consolidated total revenues of the Group for such date, as reported in the most recently published consolidated financial statements of the Group;

"**Entity**" means any individual, company, corporation, firm, partnership, joint venture, association, foundation, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"**Group**" means Autostrade Italia and its Subsidiaries from time to time;

"**Holding Company**" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

"**Material Subsidiary**" means any member of the Group which accounts for more than 10% of the Consolidated Assets or Consolidated Revenues of the Group;

"**MIMS**" means the Ministry of the Sustainable Infrastructure and Transport of the Republic of Italy;

"**Permitted Encumbrance**" means:

(i) any lien arising by operation of law or required by the Autostrade Italia Concession;

(ii) any Security in existence on the Issue Date of the Notes;

(iii) in the case of any Entity which becomes a Subsidiary (or, for the avoidance of doubt, which is deemed to become a Material Subsidiary) of any member of the Group after the Issue Date of the Notes, any Security securing Relevant Debt existing over its assets at the time it becomes such a Subsidiary or Material Subsidiary (as applicable) *provided that* the Security was not created in contemplation of or in connection with it becoming a Subsidiary or Material Subsidiary (as applicable) and the amounts secured have not been increased in contemplation of or in connection therewith;

(iv) any Security created in connection with convertible bonds or notes where the Security is created over the assets into which the convertible bonds or notes may be converted and secures only the obligations of the Issuer or any relevant Material Subsidiary, as the case may be, to effect the conversion of the bonds or notes into such assets;

(v) any Security securing Relevant Debt created in substitution of any Security permitted under paragraphs (i) to (iv) above over the same or substituted assets *provided that* (1) the principal amount secured by the substitute security does not exceed the principal amount outstanding and secured by the initial Security and (2) in the case of substituted assets, the market value of the substituted assets as at the time of substitution does not exceed the market value of the assets replaced, as determined and confirmed in writing to the Trustee by the Issuer; and

(vi) any Security other than Security permitted under paragraphs (i) to (iv) above directly or indirectly securing Relevant Debt, where the principal amount of such Relevant Debt (taken on the date such Relevant Debt is incurred) which is secured or is otherwise directly or indirectly preferred to other general unsecured financial indebtedness of the Issuer or any Material Subsidiary, does not exceed in aggregate 10% of the total net shareholders' equity of the Group (as disclosed in the most recent annual audited and unaudited semi-annual consolidated balance sheet of Autostrade Italia);

"**Project Finance Indebtedness**" means indebtedness where the recourse of the creditors thereof is limited to any or all of (a) the relevant Project (or the concession or assets related thereto), (b) the share capital of, or other equity contribution to, the Entity or Entities developing, financing or otherwise directly involved in the relevant Project; and (c) other credit support (including, without limitation, completion guarantees and contingent equity obligations) customarily provided in support of such indebtedness;

"**Project**" means any project carried out by an Entity pursuant to one or more contracts for the development, design, construction, upgrading, operation and/or maintenance of any infrastructure or related/ancillary businesses, where any member of the Group has an interest in the Entity (whether alone or together with other partners) and any member of the Group finances the investment required in the Project with Project Finance Indebtedness, shareholder loans and/or its share capital or other equity contributions;

"**Relevant Debt**" means any present or future indebtedness in the form of, or represented by, bonds, notes, debentures, or other securities that are for the time being, or are intended to be, quoted, listed or ordinarily dealt in on any stock exchange or any other securities market (including any over-the-counter market) except that in no event shall indebtedness in respect of any Project Finance Indebtedness (or any guarantee or indemnity of the same) be considered as "Relevant Debt";

"**Roadway Regulations**" means the regulatory framework for the granting by the MIMS to third parties of the concessions to construct and commercially operate part of the toll highway infrastructure in Italy (including, but not limited, to laws No. 462/1955; No. 729/1961; No. 385/1968; No. 531/1982; No. 498/1992; No. 537/1993; No. 286/2006; No. 296/2006; No. 101/2008; CIPE Directive 39/2007 and Law Decree 98 of 6 July 2011; Law Decree 109 of 28 September 2018; Legislative Decree 50 of 18 April 2016; Law Decree 162 of 30 December 2019; ART Resolution 16 of 18 February 2018 and ART Resolution 71 of 19 June 2019);

"**Single Concession Contract**" means the concession agreement entered into on 12 October 2007 between Autostrade Italia and ANAS S.p.A. (subsequently replaced by the MIMS) which governs the Autostrade Italia Concession, as approved by Law No. 101/2008, as from time to time amended and supplemented; and

"**Subsidiary**" means, in respect of any Entity at any particular time, any company or corporation in which:

(a) the majority of the votes capable of being voted in an ordinary shareholders' meeting is held, directly or indirectly, by the Entity; or

(b) the Entity holds, directly or indirectly, a sufficient number of votes to give the Entity a dominant influence (*influenza dominante*) in an ordinary shareholders' meeting of such company or corporation,

as provided by Article 2359, paragraph 1, No. 1 and 2, of the Italian Civil Code.

## 5. Interest and other Calculations

(a) **Interest on Fixed Rate Notes**

Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. If a Fixed Coupon Amount or a Broken Amount is specified in the applicable Final Terms, the amount of interest payable on each Interest Payment Date will amount to the Fixed Coupon Amount or, if applicable, the Broken Amount so specified and in the case of the Broken Amount will be payable on the particular Interest Payment Date(s) specified in the applicable Final Terms. The amount of interest payable in respect of each Fixed Rate Note for any period for which no Fixed Coupon Amount or Broken Amount is specified shall be calculated in accordance with Condition 5(g) below.

(b) **Interest on Floating Rate Notes**

(i) **Interest Payment Dates**

Each Floating Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. Such Interest Payment Date(s) is/are either shown in the applicable Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the applicable Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period shown in the applicable Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(ii) **Business Day Convention**

If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) **Rate of Interest for Floating Rate Notes**

The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the applicable Final Terms and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified in the applicable Final Terms.

(A) **ISDA Determination for Floating Rate Notes**

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this

sub-paragraph (A), "ISDA Rate" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(x) the Floating Rate Option is as specified in the applicable Final Terms;

(y) the Designated Maturity is a period specified in the applicable Final Terms; and

(z) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified in the applicable Final Terms.

For the purposes of this sub-paragraph (A), "Floating Rate", "Calculation Agent", "Floating Rate Option", "Designated Maturity", "Reset Date" and "Swap Transaction" have the meanings given to those terms in the ISDA Definitions.

(B) **Screen Rate Determination for Floating Rate Notes**

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent at or about the Relevant Time on the Interest Determination Date in respect of such Interest Accrual Period in accordance with the following:

(1) if the Primary Source for Floating Rate is a Page, subject as provided below, the Rate of Interest shall be:

(I) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity); or

(II) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,

in each case appearing on such Page at the Relevant Time on the Interest Determination Date;

(2) if the Primary Source for the Floating Rate is Reference Banks or if sub-paragraph (1)(I) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (1)(II) above applies and fewer than two Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be the arithmetic mean of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent; and

(3) if paragraph (y) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) that the Issuer determines to be the rates (being the nearest equivalent to the Benchmark) in respect of a Representative Amount of the Specified Currency that at least two out of five leading banks selected by the Issuer in the principal financial centre of the country of the Specified Currency or, if the Specified Currency is euro, in the Euro-zone as selected by the Issuer (the "**Principal Financial Centre**") are quoting

at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (I) to leading banks carrying on business in Europe, or (if the Issuer determines that fewer than two of such banks are so quoting to leading banks in Europe) (II) to leading banks carrying on business in the Principal Financial Centre; except that, if fewer than two of such banks are so quoting to leading banks in the Principal Financial Centre, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, Rate Multiplier or Maximum or Minimum Rate of Interest applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).

(c) **Zero Coupon Notes**

Where a Zero Coupon Note is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Zero Coupon Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such Zero Coupon Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(c)(i)).

(d) **Accrual of Interest**

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 8).

(e) **Margin, Maximum/Minimum Rates of Interest and Redemption Amounts, Rate Multipliers and Rounding**

(i) If any Margin or Rate Multiplier is specified in the applicable Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with Condition 5(b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin or multiplying by such Rate Multiplier, subject always to the next paragraph.

(ii) If any Maximum or Minimum Rate of Interest or Redemption Amount is specified in the applicable Final Terms, then (subject to Condition 6(a)) any Rate of Interest or Redemption Amount shall be subject to such maximum or minimum, as the case may be.

(iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes "unit" means the lowest amount of such currency that is available as legal tender in the country(ies) of such currency.

(f) **Calculations**

The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount of such Note by the

Day Count Fraction, unless an Interest Amount (or a formula for its calculation) is specified in respect of such period, in which case the amount of interest payable in respect of such Note for such period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period shall be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods. Where the Specified Denomination of a Note comprises more than one Calculation Amount, the amount of interest payable is respect of such Note shall be the aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

(g) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts and Optional Redemption Amounts**

As soon as practicable after the Relevant Time on each Interest Determination Date or such other time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, it shall determine such rate and calculate the Interest Amounts in respect of each Specified Denomination of the Notes for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount to be notified to the Trustee, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made with the consent of the Trustee by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 10, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made unless the Trustee otherwise requires. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(h) **Definitions**

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"**Business Day**" means:

(i) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or

(ii) in the case of euro, a day on which the TARGET system is operating (a "**TARGET Business Day**"); and/or

(iii) in the case of a currency and/or one or more Business Centres (specified in the applicable Final Terms) a day (other than a Saturday or a Sunday) on which

commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres.

"**Calculation Amount**" means, in respect of a Series of Notes, an amount specified in the relevant Final Terms, which may be less than, or equal to, but not greater than, the Specified Denomination for such Series.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period, the "***Calculation Period***"):

(i) if "**Actual/365**" or "**Actual/Actual — ISDA**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "**Actual/365 (Fixed)**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365;

(iii) if "**Actual/360**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360;

(iv) if "**30/360**", "**360/360**" or "**Note Basis**" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30 day months (unless (a) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30 day month, or (b) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30 day month));

(v) if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1}{360}$$

where:

"**Y1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

"**D2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30;

(vi) if "**Actual/Actual - ICMA**" is specified in the applicable Final Terms:

(a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

(b) if the Calculation Period is longer than one Determination Period, the sum of:

(x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

(y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

(vii) if "**30E/360 – ISDA**" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360\times(Y_2-Y_1)]+[30\times(M_2-M_1)]+(D_2-D_1}{360}$$

where:

"**Y1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D1**" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

"**D2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30;

where:

"**Determination Period**" means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

"**Determination Date**" means the date specified as such in the applicable Final Terms or, if none is so specified, the Interest Payment Date.

"**Effective Date**" means, with respect to any Floating Rate to be determined on an Interest Determination Date, the date specified as such in the applicable Final Terms or, if none is so

specified, the first day of the Interest Accrual Period to which such Interest Determination Date relates.

"**Euro-zone**" means the region comprised of Member States of the European Union that adopt the single currency in accordance with the Treaty establishing the European Union, as amended.

"**Extraordinary Resolution**" has the meaning given it in the Trust Deed.

"**Interest Accrual Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

"**Interest Amount**" means the amount of interest payable, and in the case of Fixed Rate Notes, means the Fixed Coupon Amount or Broken Amount, as the case may be.

"**Interest Commencement Date**" means the Issue Date or such other date as may be specified in the applicable Final Terms.

"**Interest Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

"**Interest Period Date**" means each Interest Payment Date unless otherwise specified in the applicable Final Terms.

"**ISDA Definitions**" means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. (as amended and/or supplemented from time to time), unless otherwise specified in the applicable Final Terms.

"**Noteholders' Representative**" has the meaning given it in the Trust Deed.

"**Page**" means such page, section, caption, column or other part of a particular information service (or any successor replacement page, section, caption, column or other part of a particular information service) (including, but not limited to, Reuters EURIBOR 01 ("**Reuters**")) as may be specified for the purpose of providing a Relevant Rate, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to that Relevant Rate.

"**Rate of Interest**" means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions in the applicable Final Terms.

"**Reference Banks**" means the institutions specified as such in the applicable Final Terms or, if none, four major banks selected by the Issuer in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the Benchmark (which, if EURIBOR is the relevant Benchmark, shall be the Euro-zone).

"**Relevant Financial Centre**" means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the financial centre as may be specified as such in the applicable Final Terms or, if none is so specified, the financial centre with which the relevant Benchmark is most closely connected (which, in the case of EURIBOR, shall be the Euro-zone) or, if none is so connected, London.

"**Relevant Rate**" means EURIBOR (or any successor or replacement rate) as specified on the relevant Final Terms.

"**Relevant Time**" means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the applicable Final Terms or, if no time is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Specified Currency in the interbank market in the Relevant Financial Centre or, if no such customary local time exists, 11.00 hours in the Relevant Financial Centre and for the purpose of this definition "local time" means, with respect to Europe and the Euro-zone as a Relevant Financial Centre, Brussels time.

"**Representative Amount**" means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the amount specified as such in the applicable Final Terms or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time.

"**Reserved Matter**" has the meaning ascribed to it in the Trust Deed.

"**Specified Currency**" means the currency specified as such in the applicable Final Terms or, if none is specified, the currency in which the Notes are denominated.

"**Specified Duration**" means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the duration specified in the applicable Final Terms or, if none is specified, a period of time equal to the relative Interest Accrual Period, ignoring any adjustment pursuant to Condition 5(b)(ii).

"**TARGET System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System or any successor thereto.

(i) **Calculation Agent and Reference Banks**

The Issuer shall procure that there shall at all times be four Reference Banks (or such other number as may be required) with offices in the Relevant Financial Centre and one or more Calculation Agents if provision is made for them in the applicable Final Terms and for so long as any Note is outstanding. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the Issuer shall (with the prior approval of the Trustee) appoint another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Period or Interest Accrual Period or to calculate any Interest Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall (with the prior approval of the Trustee) appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

(j) **Benchmark Discontinuation**

(i) **Independent Adviser**

Notwithstanding the provisions in this Condition 5, if the Issuer determines that a Benchmark Event has occurred in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, the Issuer shall use reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate, and in each case an Adjustment Spread (if any) and whether any Benchmark Amendments are necessary to ensure the proper operation

of such Successor Rate, Alternative Rate and/or Adjustment Spread no later than three (3) Business Days prior to the Interest Determination Date relating to the next Interest Period (the "**IA Determination Cut-off Date**", and such next succeeding Interest Period, the "**Affected Interest Period**") for the purposes of determining the Rate of Interest applicable to the Notes for such next Interest Period and for all other future Interest Periods (subject to the subsequent operation of this Condition 5(j) during any other future Interest Period(s)).

An Independent Adviser appointed pursuant to this Condition 5(j) shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith, fraud and gross negligence, the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, any Paying Agent, the Noteholders or the Couponholders for any determination made by it pursuant to this Condition 5(j).

If prior to the IA Determination Cut-off Date the Issuer is unable to appoint an Independent Adviser or the Independent Adviser appointed by the Issuer fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5(j), then the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5(j) no later than two Business Days prior to the Reset Determination Date (the "**Issuer Determination Cut-Off Date**") for the purposes of determining the Rate of Interest applicable to the Affected Interest Period and all Interest Periods thereafter (subject to the subsequent operation of this Condition 5(j) during any other future Interest Period(s)).

For the avoidance of doubt, if a Successor Rate or an Alternative Rate is not determined pursuant to the operation of this Condition 5(j) prior to the relevant Issuer Determination Cut-off Date, then the Rate of Interest for the next Interest Period shall be determined by reference to the fallback provisions of Condition 5(b)(iii).

(ii) **Successor Rate or Alternative Rate**

If the Independent Adviser or the Issuer (if it is unable to appoint an Independent Adviser or if the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5(j) prior to the IA Determination Cut-off Date) prior to the Issuer Determination Cut-Off Date acting in good faith and in a commercially reasonable manner determines that:

(A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5(j)(iii) (*Adjustment Spread*)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest for all future payments of interest on the Notes (subject to the subsequent operation of this Condition 5(j) during any other future Interest Period(s)); or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5(j)(iii) (*Adjustment Spread*)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest for all future payments of interest on the Notes (subject to the subsequent operation of this Condition 5(j) during any other future Interest Period(s));

(iii) **Adjustment Spread**

If the Independent Adviser or the Issuer (if it is unable to appoint an Independent Adviser or if the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 5(j)(i) (*Independent Adviser*) prior to the IA Determination Cut-off Date) prior to the Issuer Determination Cut-Off Date acting in good faith and in a commercially reasonable

manner determines (A) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (B) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

(iv) **Benchmark Amendments**

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5(j) and the Independent Adviser or the Issuer (if it is unable to appoint an Independent Adviser or if the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 5(j)(i) (Independent Adviser) prior to the IA Determination Cut-off Date) prior to the Issuer Determination Cut-Off Date acting in good faith and in a commercially reasonable manner determines (A) that amendments to these Conditions and the Agency Agreement, including but not limited to any Reference Banks, Additional Business Centre(s), Business Day, Business Day Convention, Day Count Fraction, Interest Determination Date, Relevant Financial Centre and/or Relevant Screen Page (all as defined in the Final Terms) applicable to the Notes are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread and/or necessary or appropriate to comply with any applicable regulation or guidelines on the use of benchmarks or other related document issued by the competent regulatory authority (such amendments, the "**Benchmark Amendments**") and (B) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(j)(v) (*Notices*), without any requirement for the consent or approval of the Trustee, the Noteholders or Couponholders, vary these Conditions and the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 5(j)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading. At the request of the Issuer, but subject to receipt by the Trustee of a certificate signed by two Authorised Signatories of the Issuer pursuant to this Condition 5(j), the Trustee shall (at the expense of the Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, inter alia, by the execution of a deed supplemental to or amending the Trust Deed) whether or not such amendments are prejudicial to the interests of the Noteholders, provided that the Trustee shall not be obliged so to concur if in the opinion of the Trustee doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) in any way.

Notwithstanding any other provision of this Condition 5(j), the Calculation Agent or any Paying Agent is not obliged to concur with the Issuer or the Independent Adviser in respect of any changes or amendments as contemplated under this Condition 5(j) to which, in the sole opinion of the Calculation Agent or the relevant Paying Agent, as the case may be, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Calculation Agent or the relevant Paying Agent (as applicable) in the Agency Agreement and/or these Conditions.

Notwithstanding any other provision of this Condition5(j), if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (if any), in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 5(j), the Calculation Agent shall

promptly notify the Issuer thereof and the Issuer shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own gross negligence, willful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, willful default or fraud) shall not incur any liability for not doing so.

(v) **Notices**

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5(j) will be notified immediately by the Issuer to the Trustee and each of the Paying Agents and, in accordance with Condition 17, the Noteholders and Couponholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(vi) **Survival of Original Reference Rate**

Without prejudice to the obligations of the Issuer under Conditions 5(j)(i) to 5(j)(iv), the Original Reference Rate and the fallback provisions provided for in Condition 5(b)(iii) above will continue to apply unless and until a Benchmark Event has occurred.

(vii) **Definitions**

For the purpose of this Condition 5(j):

"**Adjustment Spread**" means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in each case required to be applied to the Successor Rate or the Alternative Rate (as the case may be) as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate),

(B) the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner), is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or (if the Issuer or the Independent Adviser determines that no such spread is customarily applied),

(C) the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner), is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) has replaced the Original Reference Rate in accordance with Condition 5(j)(ii) (Successor Rate or Alternative Rate) is customary in market usage in the international debt capital markets for the purposes of determining floating rates of interest (or the relevant component part thereof) in respect of notes

denominated in euro and of a comparable duration to the relevant Interest Period, or, if such Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as such Independent Adviser or the Issuer (as applicable) determines in its discretion is most comparable to the Original Reference Rate.

"**Benchmark Event**" means:

(A) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or

(B) a public statement by the administrator of the Original Reference Rate that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(C) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or

(D) a public statement by the supervisor of the administrator of the Original Reference Rate that (a) the Original Reference Rate is no longer representative of its relevant underlying market or (b) the methodology to calculate the Original Reference Rate has materially changed; or

(E) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes; or

(F) it has become unlawful for any Paying Agent, the Issuer or other party to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate,

*provided that* in the case of paragraphs (B), (C) and (E) above, the Benchmark Event shall occur on:

(1) in the case of (B) above, the date of cessation of publication of the Original Reference Rate;

(2) in the case of (C) above, the discontinuation of the Original Reference Rate;

(3) in the case of (E), the date on which the Original Reference Rate is prohibited from use,

and *further provided that* a change of the Original Reference Rate methodology that is not material does not constitute a Benchmark Event. In the event of a change in the formula and/or (mathematical or other) methodology used to measure the Original Reference Rate, reference shall be made to the Original Reference Rate based on the formula and/or methodology as changed.

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 5(j)(i) (*Independent Adviser*).

"**Original Reference Rate**" means:

(A) the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes; or

(B) any Successor Reference Rate or Alternative Reference Rate which has been determined in relation to such benchmark or screen rate (as applicable) pursuant to the operation of this Condition 5(j).

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities, or (d) the Financial Stability Board or any part thereof.

"**Successor Rate**" means the rate that the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) is a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

## 6. Redemption, Purchase and Options

(a) **Redemption Amount**

The Notes are *obbligazioni* pursuant to Article 2410, et seq. of the Italian Civil Code and, accordingly, the Redemption Amount of each Note shall not be less than its nominal amount. For the purposes of this Condition 6(a), "**Redemption Amount**" means, as the case may be, the "**Final Redemption Amount**", the "**Early Redemption Amount**" or the "**Optional Redemption Amount**".

(b) **Final Redemption**

Unless previously redeemed, purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified in the applicable Final Terms (the "**Maturity Date**") at its Final Redemption Amount (which, unless otherwise provided in the applicable Final Terms, is its nominal amount) (the "**Final Redemption Amount**").

(c) **Early Redemption**

The Early Redemption Amount payable in respect of the Notes (the "**Early Redemption Amount**") shall be determined as follows.

(i) **Zero Coupon Notes**:

(A) The Early Redemption Amount payable in respect of any Zero Coupon Note upon redemption of such Note pursuant to Condition 6(d) or upon it becoming due and payable as provided in Condition 10 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified in the applicable Final Terms.

(B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown in the applicable Final Terms, shall be such rate as would produce an Amortised Face

Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.

(C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(d) or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (as well after as before judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 5(c).

Where such calculation is to be a made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown in the applicable Final Terms.

(ii) **Other Notes**:

The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 6(d) or upon it becoming due and payable as provided in Condition 10, shall be the Final Redemption Amount unless otherwise specified in the applicable Final Terms.

(d) **Redemption for Taxation Reasons**

The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date or, if so specified in the applicable Final Terms, at any time, on giving not less than thirty (30) nor more than sixty (60) days' notice to the Trustee and the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption) at their Early Redemption Amount (as described in Condition 6(c) above) (together with interest accrued and unpaid to the date fixed for redemption), if (i) the Issuer satisfies the Trustee immediately before the giving of such notice that it has or will become obliged to pay additional amounts as described under Condition 8 as a result of any change in, or amendment to, the laws or regulations of a Relevant Taxing Jurisdiction (as defined in Condition 8), or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date (or the date that any successor to the Issuer following a Permitted Reorganisation assumes the obligations of the Issuer hereunder), and (ii) such obligation cannot be avoided by the Issuer taking commercially reasonable measures available to it, *provided that* no such notice of redemption shall be given earlier than ninety (90) days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Before the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Trustee (a) a certificate signed by two authorised signatories of the Issuer stating that the obligation referred to in (i) above cannot be avoided by the Issuer taking reasonable measures available to it; and (b) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of the change or amendment and the Trustee shall be entitled to accept, without further enquiry or liability, such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above in which event it shall be conclusive and binding on all Noteholders and Couponholders.

(e) **Redemption at the Option of Noteholders on the Occurrence of a Relevant Event**

If, at any time while any of the Notes remains outstanding (as defined in the Trust Deed), a Relevant Event (as defined below) occurs, then, unless at any time the Issuer shall have given a notice under Condition 6(d), 6(f), 6(g) or 6(h) in respect of the Notes, in each case expiring

prior to the Relevant Event Date (as defined below), each Noteholder will, upon the giving of a Relevant Event Notice (as defined below), have the option to require the Issuer to redeem any Notes it holds on the Relevant Event Date at their principal amount, together with interest accrued and unpaid up to, but excluding, the Relevant Event Date.

For the purposes of this Condition 6(e):

(i) a "**Relevant Event**" occurs if:

(a) a Concession Event has occurred; and/or

(b) a Trigger Event has occurred;

(ii) a "**Concession Event**" occurs if:

(a) the Autostrade Italia Concession or the Single Concession Contract is revoked for public interest reasons (*revoca per ragioni di interesse pubblico*) and the revocation becomes effective, in each case, pursuant to the applicable provisions of the Single Concession Contract and of Italian law; or

(b) the Autostrade Italia Concession or the Single Concession Contract is terminated for failure by the MIMS to fulfil its obligations thereunder (*risoluzione per fatto imputabile al Concedente*) and the termination becomes effective, in each case, pursuant to the applicable provisions of the Single Concession Contract and of Italian law; or

(c) either Autostrade Italia or the MIMS withdraws from the Autostrade Italia Concession or the Single Concession Contract (*recesso*) and the withdrawal becomes effective, in each case, pursuant to the applicable provisions of the Single Concession Contract and of Italian law; or

(d) the Autostrade Italia Concession or the Single Concession Contract is terminated for failure by Autostrade Italia to fulfil its obligations thereunder (*decadenza dalla concessione*) and the termination becomes effective, in each case, pursuant to the applicable provisions of the Single Concession Contract and of Italian law,

where in each case under (a), (b), (c) and (d) above Autostrade Italia receives a termination payment to be determined in accordance with the Autostrade Italia Concession and/or the Single Concession Contract (such payment, the "**Termination Payment**"), *provided that* if any of the events described in (a), (b), (c) and (d) above occur and the Termination Payment has not been received by Autostrade Italia, such circumstances will result in the occurrence of a Concession Event unless Autostrade Italia continues to manage the toll road network object of the Autostrade Italia Concession and during such period of management, Autostrade Italia continues to collect revenues generated pursuant to the Autostrade Italia Concession (which, *inter alia*, may be used to service the Issuer's debt obligations, including the Notes) until Autostrade Italia receives the Termination Payment;

(iii) a "**Trigger Event**" occurs in respect of any Trigger Event Notes if the Issuer announces that a put event (as defined under the terms and conditions of the relevant Trigger Event Notes) has occurred and that holders of such Trigger Event Notes become entitled as a result thereof to request that Autostrade Italia redeem their Trigger Event Notes;

(iv) "**Trigger Event Notes**" means any Relevant Debt in respect of which Autostrade Italia is the principal debtor, irrespective of whether any such Notes are guaranteed by any other entity.

(A) In the case of a Trigger Event, at the same time as holders of Trigger Event Notes are notified of the occurrence of a put event (howsoever described) in accordance with the terms

and conditions of the relevant Trigger Event Notes and (B) in the case of a Concession Event, promptly upon becoming aware that a Concession Event has occurred, and in any event not later than 21 days after the occurrence of the Concession Event, the Issuer shall give notice (a "**Relevant Event Notice**") to the Noteholders in accordance with Condition 17 (*Notices*), specifying the nature of the Relevant Event and providing all relevant information and the procedure for exercising the option contained in this Condition 6(e).

To exercise the option to require the Issuer to redeem a Note under this Condition 6(e), the Noteholder must deliver such Note at the specified office of any Paying Agent, on any day which is a day on which banks are open for business in London and in the place of the specified office falling within the period (the "**Relevant Event Period**") of 45 days after the date on which a Relevant Event Notice is given, accompanied by a duly signed and completed exercise notice in the form available from each office of the Paying Agents (the "**Exercise Notice**"). The Note must be delivered to the Paying Agent together with all Coupons, if any, appertaining thereto maturing after the date (the "**Relevant Event Date**") being the seventh day after the date of expiry of the Relevant Event Period, failing which deduction in respect of such missing unmatured Coupons shall be made in accordance with Condition 7(e). The Paying Agent to which such Note and Exercise Notice are delivered will issue to the Noteholder concerned a non-transferable receipt (a "**Relevant Event Receipt**") in respect of the Note so delivered. Payment by the Issuer in respect of any Note so delivered shall be made, if the holder duly specified in the Exercise Notice a bank account to which payment is to be made, by transfer to that bank account on the Relevant Event Date, and in every other case, on or after the Relevant Event Date against presentation and surrender of such Relevant Event Receipt at the specified office of any Paying Agent. An Exercise Notice, once given, shall be irrevocable. For the purposes of these Conditions and the Trust Deed, Relevant Event Receipts issued pursuant to this Condition 6(e) shall be treated as if they were Notes.

(f) **Redemption at the Option of the Issuer and Exercise of Issuer's Options**

If Call Option (as defined below) is specified in the applicable Final Terms, the Issuer may, on giving not less than fifteen (15) nor more than thirty (30) days' irrevocable notice to the Noteholders (or such other notice period as may be specified in the applicable Final Terms) and, on giving not less than fifteen (15) days irrevocable notice before the giving of the notice to the Noteholders, to the Issuing and Paying Agent and the Trustee and, in the case of a redemption of Registered Notes, the Registrar, redeem ("**Call Option**"), or exercise any Issuer's option (as may be described in the applicable Final Terms) in relation to, all or, if so provided in such notice, part of the Notes on any Optional Redemption Date or Option Exercise Date, as the case may be, each as specified in the applicable Final Terms. Any such redemption of Notes shall be at their Optional Redemption Amount specified in the applicable Final Terms together with interest accrued and unpaid to the date fixed for redemption. Any such partial redemption or partial exercise must relate to Notes of a nominal amount at least equal to the minimum nominal amount to be redeemed specified in the applicable Final Terms and no greater than the maximum nominal amount to be redeemed specified in the applicable Final Terms.

For the purposes of this Condition 6(f) only, the Optional Redemption Amount will either be the specified percentage of the nominal amount of the Notes stated in the applicable Final Terms or, if Make-Whole Amount is specified in the applicable Final Terms, an amount which is the higher of:

(a) 100 per cent. of the principal amount of the Note to be redeemed; oras

(b) determined by any of the Reference Dealers (as defined below), the sum of the then current values of the remaining scheduled payments of principal and interest to maturity (or, if Par Call Period is specified in the applicable Final Terms, to the Par Call Period Commencement Date) (not including any interest accrued on the Notes to, but excluding, the Optional Redemption Date) discounted to the Optional Redemption Date on an annual basis (based on the

actual number of days elapsed divided by 365 or (in the case of a leap year) by 366) at the Reference Bond Rate (as defined below) plus the Redemption Margin.

As used in this Condition 6(f):

"**Par Call Period**" has the meaning given to it in the applicable Final Terms;

"**Par Call Period Commencement Date**" has the meaning given to it in the applicable Final Terms;

"**Redemption Margin**" shall be as set out in the applicable Final Terms;

"**Reference Bond**" shall be as set out in the applicable Final Terms;

"**Reference Dealers**" shall be as set out in the applicable Final Terms or any international credit institution or financial services institution or any other competent entity of recognised standing with appropriate expertise to be appointed by the Issuer; and

"**Reference Bond Rate**" means with respect to any of the Reference Dealers and the Optional Redemption Date, the average of the five quotations of the mid-market annual yield to maturity of the Reference Bond or, if the Reference Bond is no longer outstanding, a similar security in the reasonable judgement of any of the Reference Dealers at 11.00 a.m. London time on the third business day in London preceding the Optional Redemption Date quoted in writing to the Issuer by any of the Reference Dealers.

All Notes in respect of which any such notice is given under this Condition 6(f) shall be redeemed, or the Issuer's option shall be exercised, on the date specified in such notice in accordance with this Condition 6(f).

In the case of a partial redemption or a partial exercise of the Issuer's option, the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes, or in the case of Registered Notes, shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes, to be redeemed or in respect of which such option has been exercised, which shall have been drawn in such place as the Trustee may approve and in such manner as it deems appropriate, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements. So long as the Notes are listed on Euronext Dublin or any other stock exchange and the rules of the relevant stock exchange so require, the Issuer shall, once in each year in which there has been a partial redemption of the Notes, cause to be published on the website of Euronext Dublin, which at the date hereof is https://live.euronext.com/, or in a leading newspaper of general circulation as specified by such other stock exchange, a notice specifying the aggregate nominal amount of Notes outstanding and a list of the Notes drawn for redemption but not surrendered.

Unless the Issuer defaults in payment of the redemption price, from and including any Optional Redemption Date interest will cease to accrue on the Notes called for redemption pursuant to this Condition 6(f).

(g) **Clean-Up Call Option**

If the Clean-up Call Option (defined herein) is specified in the relevant Final Terms as being applicable, in the event that at least 80 per cent. of the initial aggregate principal amount of the Notes has been purchased and cancelled by the Issuer, the Issuer may, at its option (the "**Clean-Up Call Option**") but subject to having given not less than thirty (30) nor more than sixty (60) days' notice to the Noteholders, redeem all, but not some only, of the outstanding Notes. Any such redemption of Notes shall be at their Optional Redemption Amount (as specified in the applicable Final Terms) together with interest accrued and unpaid to the date fixed for redemption.

(h) **Issuer Maturity Par Call Option**

If the Issuer Maturity par Call Option (as defined herein) is specified in the relevant Final Terms as being applicable, the Issuer may, at any time during the Par Call Period commencing on the Par Call Period Commencement Date, at its option ("**Issuer Maturity par Call Option**"), but subject to having given not less than thirty (30) nor more than sixty (60) days' notice to the Noteholders, redeem all, but not some only, of the outstanding Notes. Any such redemption of Notes shall be at their Optional Redemption Amount (as specified in the applicable Final Terms) together with interest accrued and unpaid to the date fixed for redemption.

As used in this Condition 6(h):

"**Par Call Period**" has the meaning given to it in the applicable Final Terms;

"**Par Call Period Commencement Date**" shall be as set out in the applicable Final Terms;

(i) **Redemption at the Option of Noteholders and Exercise of Noteholders' Options**

If Put Option (as defined below) is specified in the applicable Final Terms, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than fifteen (15) nor more than thirty (30) days' notice to the Issuer (or such other notice period as may be specified in the applicable Final Terms) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount (each as specified in the applicable Final Terms) together with interest accrued and unpaid to the date fixed for redemption ("**Put Option**").

To exercise such option or any other Noteholders' option that may be set out in the applicable Final Terms (which must be exercised on an Option Exercise Date, as specified in the applicable Final Terms) the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice ("**Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(j) **Notice of Early or Optional Redemption**

The Issuer will publish a notice of any early redemption or optional redemption of the Notes described above in accordance with Condition 17, and, if the Notes are listed at such time on Euronext Dublin, the Issuer will publish such notice on the website of Euronext Dublin, which at the date hereof is *https://live.euronext.com/*.

(k) **Purchases**

The Issuer and any of its Subsidiaries may at any time purchase Notes (*provided that* all unmatured Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price. Such Notes may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation.

(l) **Cancellation**

All Notes purchased by or on behalf of the Issuer or any of its Subsidiaries may be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all unmatured Coupons and all unexchanged Talons to the Issuing and Paying Agent and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not

be reissued or resold and the obligations of the Obligors in respect of any such Notes shall be discharged. Any Notes not so surrendered for cancellation may be reissued or resold.

## 7. Payments and Talons

(a) **Bearer Notes**

Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(e)(v)) or Coupons (in the case of interest, save as specified in Condition 7(e)(ii)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a Bank. "**Bank**" means a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the TARGET System.

(b) **Registered Notes**

(i) Payments of principal in respect of Registered Notes shall be paid to the person shown on the Register at the close of business (in the relevant clearing system) on the day prior to the due date for payment thereof (the "**Record Date**") and made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.

(ii) Interest on Registered Notes shall be paid to the person shown on the Register at the close of business on the Record Date. Payments of interest on each Registered Note shall be made in the relevant currency by cheque drawn on a Bank and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a Bank.

(c) **Payments subject to Fiscal Laws**

All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws, regulations and directives to which the Issuer or its Agents may be subject, but without prejudice to the provisions of Condition 8. No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(d) **Appointment of Agents**

The Issuing and Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Issuing and Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and (subject to the provisions of the Agency Agreement) the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time with the approval of the Trustee to vary or terminate the appointment of the Issuing and Paying Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents or Transfer Agents, *provided that* the Issuer shall at all times maintain (i) an Issuing and Paying Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) one or more Calculation Agent(s) where the Conditions so require, (v) Paying Agents having specified offices in at least two major European cities so long as the Notes are listed on Euronext Dublin and (vi) such other agents as may be required by any other stock exchange on which the Notes may be listed in each case, as approved by the Trustee.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

(e) **Unmatured Coupons and unexchanged Talons**

(i) Unless the Notes *provide that* the relative Coupons are to become void upon the due date for redemption of those Notes, Bearer Notes should be surrendered for payment together with all unmatured Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of ten (10) years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9).

(ii) If the Notes so provide, upon the due date for redemption of any Bearer Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.

(iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(iv) Where any Bearer Note that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(v) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.

(f) **Talons**

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9).

(g) **Non-Business days**

If any date for payment in respect of any Note or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, "business day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as "**Financial Centres**" in the applicable Final Terms and:

(i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or

(ii) (in the case of a payment in euro) which is a TARGET Business Day.

## 8. Taxation

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes and the Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within either Italy (or any jurisdiction of incorporation of any successor of the Issuer) or any authority therein or thereof having power to tax (each a "**Relevant Taxing Jurisdiction**"), unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders and Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Note or Coupon presented for payment:

(a) by or on behalf of a Noteholder or Couponholder who:

(i) would have been entitled to avoid such deduction or withholding by making a declaration of non residence or other similar claim for exemption and did not do so within the prescribed time period and/or in the prescribed manner; or

(ii) is liable to such taxes or duties, assessments or governmental charges in respect of such Notes or Coupons by reason of his having some connection with a Relevant Taxing Jurisdiction, other than the mere holding of the Note or Coupon; or

(b) more than thirty (30) days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amount on presenting the same for payment on such thirtieth day; or

(c) in relation to any payment or deduction on account of *imposta sostitutiva* pursuant to Italian Legislative Decree No. 239 of 1 April 1996, as amended from time to time, and related regulations which have been or may be enacted.

Notwithstanding any other provision of these Conditions, any amounts to be paid on the Notes by or on behalf of the Issuer will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "**FATCA Withholding**"). Neither the Issuer nor any Agent nor any other person will be required or obliged to pay any additional amounts in respect of FATCA Withholding.

As used in these Conditions, "**Relevant Date**" in respect of any Note (or relative Certificate) or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate or Coupon being made in accordance with the Conditions, such payment will be made, *provided that* payment is in fact made upon such presentation. References in these Conditions to (i) "principal" shall be deemed to include any premium payable in respect of the Notes, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) "interest" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 or any amendment or supplement to it and (iii) "principal" and/or "interest" shall be deemed to include any additional amounts that may be payable under this Condition or any undertaking given in addition to or in substitution for it under the Trust Deed.

## 9. Prescription

Claims against the Issuer for payment in respect of the Notes and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within ten (10) years (in the case of principal) or five (5) years (in the case of interest) from the appropriate Relevant Date in respect of them.

## 10. Events of Default

If any of the following events (each an "**Event of Default**") occurs and is continuing the Trustee at its discretion may, and if so requested by holders of at least one-quarter in nominal amount of the Notes then outstanding or if so directed by a Resolution shall, subject in each case to it being indemnified and/or secured and/or prefunded to its satisfaction, give notice to the Issuer that the Notes are, and they shall immediately become, due and payable at their principal amount together with accrued interest:

(a) **Non-Payment**

the Issuer fails to pay the principal or interest on any of the Notes when due and such failure continues for a period of five (5) days (in the case of principal) and five (5) days (in the case of interest); or

(b) **Breach of Other Obligations**

the Issuer does not perform or comply with any one or more of its other obligations under the Notes or the Trust Deed which default is incapable of remedy or, if in the opinion of the Trustee capable of remedy, is not in the opinion of the Trustee remedied within sixty (60) days after notice of such default shall have been given to the Issuer by the Trustee; or

(c) **Cross-Default**:

(i) any other present or future Indebtedness (other than Project Finance Indebtedness) of the Issuer or any Material Subsidiary becomes due and payable prior to its stated maturity by reason of any event of default (howsoever described), or (ii) any such Indebtedness (other than Project Finance Indebtedness) is not paid when due or, as the case may be, within any applicable grace period, or (iii) the Issuer or any Material Subsidiary fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any Indebtedness (other than Project Finance Indebtedness) within any applicable grace period, *provided that* the aggregate amount of the relevant Indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this paragraph (c) have occurred equals or exceeds Euro one hundred million (€100,000,000) in aggregate principal amount or its equivalent (as reasonably determined by an investment bank of international repute nominated or approved by the Trustee on the basis of the middle spot rate for the relevant currency against the euro as quoted by any leading bank on the day on which this paragraph operates, which determination shall be binding on all parties); or

(d) **Enforcement Proceedings**:

a distress, attachment, execution or other legal process is levied, enforced or sued out on or against all or a material part of the property, assets or revenues of the Issuer or any of its Material Subsidiaries taken as a whole (other than in relation to property, assets, receivables or revenues securing Project Finance Indebtedness) and is not discharged or stayed within one hundred and eighty (180) days; or

(e) **Unsatisfied judgment**:

one or more judgment(s) or order(s) (in each case being a judgment or order from which no further appeal or judicial review is permissible under applicable law) for the payment of any amount in excess of Euro one hundred million (€100,000,000) or its equivalent (as reasonably determined by an investment bank of international repute nominated or approved the Trustee)

(on the basis of the middle spot rate for the relevant currency against the euro as quoted by any leading bank on the day on which this paragraph operates), whether individually or in aggregate, is rendered against the Issuer or any Material Subsidiary (other than with respect to Project Finance Indebtedness), becomes enforceable in a jurisdiction where the Issuer or any Material Subsidiary is incorporated and continue(s) unsatisfied and unstayed for a period of sixty (60) days after the date(s) thereof or, if later, the date therein specified for payment; or

(f) **Security Enforced**:

any mortgage, charge, pledge, lien or other encumbrance (other than any mortgage, charge, pledge, lien or other encumbrance securing Project Finance Indebtedness), present or future, created or assumed on or against all or a material part of the property, assets or revenues of the Issuer or any Material Subsidiary becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, manager or other similar person); or

(g) **Insolvency**:

the Issuer being declared insolvent pursuant to Section 5 of the Royal Decree No. 267 of 1942, as subsequently amended, or, in case the Issuer is not organised in the Republic of Italy, being declared unable to pay its debts as they fall due; or

(h) **Insolvency Proceedings**:

any corporate action or legal proceedings is taken in relation to:

(i) the several suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer (other than a solvent liquidation or pursuant to a Permitted Reorganisation of such persons); or

(ii) a composition, assignment or arrangement with all creditors of the Issuer including without limitation *concordato preventivo, concordato fallimentare*; or

(iii) the bankruptcy, the appointment of a liquidator, receiver, administrator, administrative receiver or other similar officer in respect of the Issuer, or any of the assets of the Issuer in connection with any insolvency proceedings, including without limitation *amministrazione straordinaria, amministrazione straordinaria delle grandi imprese in stato di insolvenza, liquidazione coatta amministrativa*; or

(iv) any analogous procedure is taken in any jurisdiction in respect of the Issuer

*provided that* any such corporate action or legal proceedings which is not initiated, approved or consented to by the Issuer, is not discharged or stayed within one hundred and eighty (180) days; or

(i) **Change of Business**:

Autostrade Italia or any successor resulting from a Permitted Reorganisation ceases to carry on, directly or indirectly, the whole or substantially the whole of the business Autostrade Italia carries on directly (on a non-consolidated basis) at the date of the Trust Deed (otherwise than for the purposes of, or pursuant to, (i) a Permitted Reorganisation or (ii) the occurrence of a Concession Event); or

(j) **Analogous Events**:

any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in sub-paragraphs (d), (e), (f) or (g) above, *provided that* in the case of paragraphs (b), (c), (g) and (h) above the Trustee shall have certified that in its opinion such event is materially prejudicial to the interests of the Noteholders.

For the purposes of these Conditions:

"**Indebtedness**" means any indebtedness of any person for moneys borrowed or raised.

"**Permitted Reorganisation**" means any reorganisation carried out, without any consent of the Noteholders being required in respect thereof, in any one transaction or series of transactions, by any of the Issuer and/or one or more Material Subsidiaries, by means of:

(a) any merger, consolidation, amalgamation or de-merger (whether whole or partial); or

(b) any contribution in kind, conveyance, sale, assignment, transfer, lease of, or any kind of disposal of, all or substantially all, of its assets or its going concern; or

(c) any purchase or exchange of its assets or its going concern, whether or not effected through a capital increase subscribed and paid up by means of a contribution in kind; or

(d) any lease of its assets or its going concern; or

(e) any sale, transfer, lease, exchange or disposal of the whole (in the case of a Material Subsidiary) or a part (in the case of the Issuer or a Material Subsidiary) of its business (whether in the form of property or assets, including any receivables, shares, interest or other equivalents or corporate stock held or otherwise owned directly or indirectly by the Issuer or any Material Subsidiary, as applicable) at a value that is confirmed by way of a resolution of the Board of Directors of the Issuer or the relevant Material Subsidiary, as applicable, to be made (or have been made) on arm's length terms, *provided that*, in each case, following such sale, transfer lease, exchange or disposal, the Group shall carry on the whole or substantially the whole of the business carried out directly by Autostrade Italia (on a non-consolidated basis) at the date of the Trust Deed,

*provided however that* (i) in any such reorganisation affecting the Issuer, the Issuer shall maintain or any successor corporation or corporations shall assume (as the case may be) all the obligations under the relevant Notes and the Trust Deed, including the obligation to pay any additional amounts under Condition 8, and (ii) no Event of Default shall have occurred or if an Event of Default shall have occurred it shall (if capable of remedy) have been cured.

## 11. Meetings of Noteholders, Modification, Waiver and Substitution

(a) **Meetings of Noteholders**:

The Trust Deed contains provisions for convening meetings (including by way of a conference call using a videoconference platform, to the extent permitted under any law, legislation, rule or regulation of Italy and the by-laws of the Issuer in force from time to time) of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution.

In relation to the convening of meetings, quorums and the majorities required to pass an Extraordinary Resolution, the following provisions shall apply in respect of the Notes but are subject to compliance with mandatory laws, legislation, rules and regulations of Italy and the by-laws of the Issuer in force from time to time and shall be deemed to be amended, replaced and supplemented to the extent that such laws, legislation, rules and regulations and the by-laws of the Issuer are amended at any time while the Notes remain outstanding:

(a) a meeting of Noteholders may be convened by the directors of the Issuer, the Noteholders' Representative (as defined below) or the Trustee and such parties

shall be obliged to do so upon the request in writing of Noteholders holding not less than one twentieth of the aggregate principal amount of the outstanding Notes. If the Issuer defaults in convening such a meeting following such request or requisition by the Noteholders representing not less than one-twentieth of the aggregate principal amount of the Notes outstanding, the same may be convened by decision of the President of the competent court in accordance with Article 2367, paragraph 2 of the Italian Civil Code;

(b) a meeting of Noteholders will be validly held if (A) there are one or more persons present being or representing Noteholders holding at least half of the aggregate principal amount of the outstanding Notes, or (B) in the case of a second meeting following adjournment of the first meeting for want of quorum or a further meeting, there are one or more persons present being or representing Noteholders holding (i) for the purposes of considering a Reserved Matter, at least one half of the aggregate principal amount of the outstanding Notes; or (ii) for any other purposes, more than one third of the aggregate principal amount of the outstanding Notes, *provided*, *however*, *that* the Issuer's by-laws may in each case (to the extent permitted under applicable Italian law) provide for a higher quorum; and

(c) the majority required to pass an Extraordinary Resolution at any meeting (including any meeting convened following adjournment of the previous meeting for want of quorum) will be (A) in the case of voting at a first meeting, regardless of whether or not voting relates to a Reserved Matter, more than one half of the aggregate principal amount of the outstanding Notes; (B) in the case of voting at a second meeting or at a further meeting: (i) for the purposes of voting on a Reserved Matter, the higher of (a) at least one half of the aggregate principal amount of the outstanding Notes and (b) at least two thirds of the aggregate principal amount of the Notes represented at the Meeting; or (ii) for the purposes of voting on any other matter, at least two thirds of the aggregate principal amount of the Notes represented at the Meeting, unless a different majority is required pursuant to Article 2369, paragraphs 3 and 6 of the Italian Civil Code and *provided*, *however*, *that* the by laws of the Issuer may from time to time (to the extent permitted under applicable Italian law) require a larger majority.

(b) **Noteholders' Representative**:

A representative of the Noteholders (*rappresentante comune*) (the "**Noteholders' Representative**"), subject to applicable provisions of Italian law, may be appointed pursuant to Article 2417 of the Italian Civil Code in order to represent the Noteholders' interests under these Conditions and to give effect to resolutions passed at a meeting of the Noteholders. If the Noteholders' Representative is not appointed by a meeting of such Noteholders, the Noteholders' Representative shall be appointed by a decree of the court where the Issuer has its registered office at the request of one or more Noteholders or at the request of the directors of the Issuer. The Noteholders' Representative shall remain appointed for a maximum period of three years but may be reappointed again thereafter and shall have the powers and duties set out in Article 2418 of the Italian Civil Code.

(c) **Modification and Waiver**:

The Trust Deed contains provisions according to which the Trustee may, without the consent of the holders of the Notes, agree: (i) to any modification of these Conditions, the Agency Agreement or the Trust Deed (other than in respect of a Reserved Matter) which is, in the opinion of the Trustee, not materially prejudicial to the interests of holders of the Notes; and (ii) to any modification of the Notes or the Trust Deed which is, in the opinion of the Trustee, of a formal, minor or technical nature or is to correct a manifest error.

In addition, the Trustee may, without the consent of the holders of the Notes, authorise or waive any proposed breach or breach of the Notes or the Trust Deed or determine that any Event of Default shall not be treated as such (other than a proposed breach or breach relating to the subject of a Reserved Matter) if, in the opinion of the Trustee, the interests of the holders of the Notes will not be materially prejudiced thereby.

Unless the Trustee agrees otherwise, any such authorisation, waiver or modification shall be notified to the holders of the Notes as soon as practicable thereafter.

(d) **Substitution**:

The Trust Deed contains provisions permitting the Trustee to agree in circumstances including, but not limited to, circumstances which would constitute a Permitted Reorganisation, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require, but without the consent of the Noteholders or the Couponholders, to the substitution of the Issuer's successor in business, transferee or assignee or any subsidiary of the Issuer or its successor in business, transferee or assignee in place of the Issuer or of any previous substituted company, as principal debtor under the Trust Deed and the Notes. In addition, notice of any such substitution shall be given to Euronext Dublin and published in accordance with Condition 17.

## 12. Enforcement

(a) **Enforcement by the Trustee**

Subject to mandatory provisions of Italian law, at any time after the Notes become due and payable, the Trustee may, at its discretion and without further notice, institute or take such proceedings and/or other steps or action (including lodging an appeal in any proceedings) against or in relation to the Issuer as it may think fit to enforce the provisions of the Trust Deed, the Notes and the Coupons, but it need not take any such proceedings, action or step unless (a) it shall have been so directed by a Resolution or so requested in writing by Noteholders holding at least one-quarter in nominal amount of the Notes outstanding and (b) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

(b) **Limitation on Trustee Actions**

The Trustee may refrain from doing anything which would or might in its opinion be contrary to any law of any jurisdiction or any directive or regulation of any agency of any state which would or might otherwise render it liable to any person and may do anything which is, in its opinion, necessary to comply with such law, directive or regulations.

(c) **Enforcement by Noteholders**

Subject to mandatory provisions of Italian law (including, without limitation, to Article 2419 of the Italian Civil Code), no Noteholder or Couponholder shall be entitled to (i) take any steps or action against the Issuer to enforce the performance of any of the provisions of the Trust Deed, the Notes or the Coupons or (ii) take any other proceedings (including lodging an appeal in any proceedings) in respect of or concerning the Issuer, in each case unless the Trustee, having become bound so to take any such action, steps or proceedings, fails or is unable to do so within a reasonable time and such failure or inability shall be continuing.

## 13. Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility. The Trustee is entitled to enter into business transactions with the Issuer and any entity related to the Issuer without accounting for any profit.

## 14. Replacement of Notes, Certificates, Coupons and Talons

If a Note, Certificate, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Issuing and Paying Agent in Ireland (in the case of Bearer Notes, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

## 15. Trustee Protections

In connection with the exercise, under these Conditions or the Trust Deed, of its functions, rights, powers, trusts, authorities and discretions (including but not limited to any modification, consent, waiver, authorisation or determination), the Trustee shall have regard to the interests of the Noteholders as a class and will not have regard to the consequences of such exercise for individual Noteholders or Couponholders, resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory. The Trustee shall not be entitled to require from the Issuer, nor shall any Noteholders or Couponholders be entitled to claim from the Issuer or the Trustee, any indemnification or other payment in respect of any consequence (including any tax consequence) for individual Noteholders or Couponholders of any such exercise, subject to applicable mandatory provisions of Italian law.

## 16. Further Issues

The Issuer may, from time to time, without the consent of the Noteholders or Couponholders create and issue further securities either having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Notes) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Notes include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single series with the Notes. Any further securities forming a single series with the outstanding securities of any series (including the Notes) constituted by the Trust Deed or any deed supplemental to it shall, and any other securities may (with the consent of the Trustee), be constituted by the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Noteholders and the holders of securities of other series where the Trustee so decides.

## 17. Notices

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing and, so long as the Notes are listed on Euronext Dublin, shall be published on Euronext Dublin's website, https://live.euronext.com/..

Notices to the holders of Bearer Notes shall be valid if published so long as the Notes are listed on Euronext Dublin, on the website of Euronext Dublin, which as of the date hereof is https://live.euronext.com/.

Notices will also be published by the Issuer (i) on its website and, (ii) to the extent required under mandatory provisions of Italian law, through other appropriate public announcements and/or regulatory filings.

If in the opinion of the Trustee any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made, as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition.

## 18. Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Notes, the Coupons and the Talons under the Contracts (Rights of Third Parties) Act 1999.

## 19. Governing Law and Jurisdiction

(a) **Governing Law**

The Trust Deed, the Agency Agreement, the Notes, the Coupons and the Talons, and any non-contractual obligations arising out of or in connection with the Trust Deed, the Agency Agreement, the Notes, the Coupons and the Talons, are governed by, and shall be construed in accordance with, English law save for the mandatory provisions of Italian law relating to the meetings of Noteholders and the Noteholders' Representative.

(b) **Jurisdiction**

The Courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Coupons or Talons ("**Proceedings**") may be brought in such courts. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts.

(c) **Service of Process**

The Issuer has irrevocably appointed Law Debenture Corporate Services Ltd. as agent in England to receive, for it and on its behalf, service of process in any Proceedings in England.

**FORM OF FINAL TERMS**

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**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 Directive 2014/65/EU, as amended ("**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97, as amended or superseded ("**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. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.

**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) 2017/565 as it forms part of English law by virtue of the European Union (Withdrawal) Act 2018, as amended ("**EUWA**"), or (ii) a customer within the meaning of the Financial Services and Markets Act 2000 ("**FSMA**") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of English law by virtue of the EUWA, as amended by the Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2018. Consequently no key information document required by the PRIIPS Regulation as it forms part of English law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**[MiFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product 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. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/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/s'] target market assessment) and determining appropriate distribution channels.]

**[UK MIFIR product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/each] manufacturer's product 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 only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any distributor (as defined above) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

**Final Terms dated [●]**

**AUTOSTRADE PER L'ITALIA S.P.A.**

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

under the **€7,000,000,000**

**Euro Medium Term Note Programme**

**PART A – CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Offering Circular dated 16 November 2021 [and the supplemental Offering Circular dated [●]) which [together] constitute[s] a base prospectus (the "**Offering Circular**") for the purposes of Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"). [This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation.] These Final Terms contain the final terms of the Notes and must be read in conjunction with such Offering Circular [as so supplemented].

Full information on the Issuer and the offer of the Notes described herein is only available on the basis of the combination of these Final Terms and the Offering Circular [as so supplemented]. The Offering Circular [and the supplemental Offering Circular] [is] [are] available for viewing [at [, and copies may be obtained from, the Central Bank of Ireland's website at www.centralbank.ie]] [and] during normal business hours at [*address*] [and copies may be obtained from [*address*]].

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted. Italics denote guidance for completing the Final Terms.]*

| | | | |
|---|---|---|---|
| **1.** | Issuer: | | Autostrade per l'Italia S.p.A. |
| **2.** | [(i) | Series Number:] | [●] |
| | [(ii) | Tranche Number: | [●] |
| | [(iii) | Date on which the Notes become fungible: | [Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with [*insert description of relevant Series*] on [*insert date*/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [21] below [which is expected to occur on or about [*insert date*]]].] |
| | [(iv) | Trade Date:] | [●] |
| **3.** | Specified Currency or Currencies: | | [●] |
| **4.** | Aggregate Nominal Amount of Notes: | | |
| | [(i)] | [Series]: | [●] |
| | [(ii) | Tranche: | [●] |
| **5.** | Issue Price: | | [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)] |
| **6.** | (i) | Specified Denominations: | [●] |
| | (ii) | Calculation Amount: | [●] |
| **7.** | (i) | Issue Date: | [●] |
| | (ii) | Interest Commencement Date: | [*Specify*/Issue Date/Not Applicable] |
| **8.** | Maturity Date: | | *[Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]* |
| **9.** | Interest Basis: | | [[●] per cent. Fixed Rate]<br>[[●] month [EURIBOR]] +/– [●] per cent. Floating Rate]<br>[Zero Coupon]<br>(further particulars specified below under 14-16) |
| **10.** | Redemption/Payment Basis: | | [Redemption at par] |

| | | |
|---|---|---|
| | | [Subject to any purchase and cancellation or early redemption the Notes will be redeemed on the Maturity Date at [100] per cent. of their nominal amount.] |
| **11.** | Change of Interest or Redemption/Payment Basis: | [Applicable/Not Applicable]<br>[*Specify the date when any fixed to floating rate change occurs or refer to paragraphs 14 and 15 below and identify there*] |
| **12.** | Put/Call Options: | [Investor Put]<br>[Issuer Call]<br>[Issuer Clean-Up Call]<br>[Issuer Maturity Par Call]<br>[(further particulars specified below under 17-20)] |
| **13.** | [(i)] Status of the Notes: | Senior |
| | [(ii)] [Date [Board] approval for issuance of Notes] obtained: | [●]<br>(*N.B. Only relevant where Board authorisation is required for the particular tranche of Notes*) |
| **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE** | | |
| **14.** | Fixed Rate Note Provisions | [Applicable/Not Applicable]<br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) Rate[(s)] of Interest: | [●] per cent. per annum [payable [annually/semi annually/quarterly/monthly] in arrear on each Interest Payment Date] |
| | (ii) Interest Payment Date(s): | [●] in each year up to and including the Maturity Date/[specify other]<br>[*N.B.: This will need to be amended in the case of long or short coupons*]**]** |
| | (iii) Fixed Coupon Amount[(s)]:<br>(*applicable to Notes in definitive form only*) | [●] per Calculation Amount |
| | (iv) Broken Amount(s):<br>(*applicable to Notes in definitive form only*) | [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●] |
| | (v) Day Count Fraction: | [Actual/365 / Actual/Actual – ISDA]<br>[Actual/365 (Fixed)]<br>[Actual/360]<br>[30/360 / 360/360 / Note Basis]<br>[30E/360 / Eurobond Basis]<br>[30E/360 – ISDA]<br>Actual/Actual – ICMA] |
| | (vi) Determination Dates: | [●] in each year *(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))* |
| **15.** | Floating Rate Note Provisions | [Applicable/Not Applicable]<br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |

| | | |
|---|---|---|
| (i) | Interest Period(s): | [●] |
| (ii) | Specified Interest Payment Dates: | [[●] in each year, subject to adjustment in accordance with the Business Day Convention set out in (iv) below] |
| (iii) | [First Interest Payment Date]: | [●] |
| (iv) | Business Day Convention: | [Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention] |
| (v) | Business Centre(s): | [●] |
| (vi) | Manner in which the Rate(s) of Interest is/are to be determined: | [Screen Rate Determination/ISDA Determination] |
| (vii) | Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Issuing and Paying Agent): | [●] |
| (viii) | Screen Rate Determination: | |
| • | Reference Rate: | [EURIBOR] |
| • | Interest Determination Date(s): | [●] |
| • | Relevant Screen Page: | [●] |
| • | Relevant Time: | [●] |
| • | Relevant Financial Centre: | [●] |
| (ix) | ISDA Determination: | |
| • | Floating Rate Option: | [●] |
| • | Designated Maturity: | [●] |
| • | Reset Date: | [●] |
| • | [ISDA Definitions: | [2000/2006] |
| (x) | Margin(s): | [+/-][●] per cent. per annum |
| (xi) | Minimum Rate of Interest: | [●] per cent. per annum |
| (xii) | Maximum Rate of Interest: | [●] per cent. per annum |
| (xiii) | Day Count Fraction: | [Actual/365 / Actual/Actual – ISDA]<br>[Actual/365 (Fixed)]<br>[Actual/360]<br>[30/360 / 360/360 / Note Basis]<br>[30E/360 / Eurobond Basis]<br>[30E/360 – ISDA]<br>Actual/Actual – ICMA] |
| **16.** | Zero Coupon Note Provisions | [Applicable/Not Applicable]<br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| (i) | [Amortisation/Accrual] Yield: | [●] per cent. per annum |
| (ii) | Reference Price: | [●] |
| (iii) | Day Count Fraction in relation to Early Redemption: | [Actual/365 / Actual/Actual – ISDA]<br>[Actual/365 (Fixed)] |

| | | |
|---|---|---|
| | | [Actual/360]<br>[30/360 / 360/360 / Note Basis]<br>[30E/360 / Eurobond Basis]<br>[30E/360 – ISDA]<br>Actual/Actual – ICMA] |

**PROVISIONS RELATING TO REDEMPTION**

| | | |
|---|---|---|
| **17.** | Call Option | [Applicable/Not Applicable]<br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) Optional Redemption Date(s): | [●] |
| | (ii) Optional Redemption Amount(s) of each Note:<br>*(Either a specified amount or an election that redemption should be calculated as a Make-Whole Amount)* | [[●] per Calculation Amount]/[Make-Whole Amount] [in the case of the Optional Redemption Date(s) falling [on [●]/any date from, and including, the Issue Date to but excluding [●]]/[and] [[●] per Calculation Amount in the period (the "**Par Call Period**") from and including [*insert date*] (the "**Par Call Period Commencement Date**") to but excluding [*date*]] [and [[●] per Calculation Amount] [in the case of the Optional Redemption Date(s) falling [on [●]/in the period from and including [*date*] to but excluding [*date*]] |
| | (iii) Redemption Margin:<br>*(Only applicable to Make-Whole Amount redemption)* | [[●] per cent.] [Not Applicable] |
| | iv) Reference Bond: *(Only applicable to Make-Whole Amount redemption)* | [insert applicable reference bond] [Not Applicable] |
| | (v) Reference Dealers:<br>*(Only applicable to Make-Whole Amount redemption)* | [[●]] [Not Applicable] |
| | (vi) If redeemable in part: | |
| (a) | Minimum Redemption Amount: | [●] per Calculation Amount |
| (b) | Maximum Redemption Amount: | [●] per Calculation Amount |
| | (iv) Notice period: | [●] |
| **18.** | Clean-Up Call Option | [Applicable/Not Applicable]<br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) Optional Redemption Amount(s) of each Note: | [●] per Calculation Amount |
| **19.** | Issuer Maturity par Call Option | [Applicable/Not Applicable]<br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) Optional Redemption Amount(s) of each Note: | [●] per Calculation Amount |
| | (ii) Par Call Period: | [●] |
| | (iii) Par Call Period Commencement Date | [●] |
| **20.** | Put Option | [Applicable/Not Applicable]<br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |

| | | | |
|---|---|---|---|
| | (i) | Optional Redemption Date(s): | [●] |
| | (ii) | Optional Redemption Amount(s) of each Note: | [●] per Calculation Amount |
| | (iii) | Notice period: | [●] |
| **21.** | Final Redemption Amount of each Note | | [[●] per Calculation Amount] |
| **22.** | Early Redemption Amount | | |
| Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption: | | | [●] per Calculation Amount |

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

| | | |
|---|---|---|
| **23.** | Form of Notes: | **Bearer Notes:**<br>[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]<br>[Temporary Global Note exchangeable for Definitive Notes on [●] days' notice]<br>[Permanent Global Note exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]<br>*(In relation to any Notes issued with a denomination of €100,000 (or equivalent) and integral multiples of €1,000 (or equivalent), the Global Note shall only be exchangeable for Definitive Notes in the limited circumstances of (1) closure of the ICSDs; and (2) default of the Issuer)*<br>**[Registered Notes]**<br>Registered Global Note registered in the name of a nominee for [a common depositary for Euroclear and Clearstream, Luxembourg]/[a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the New Safekeeping Structure (NSS))] |
| **24.** | New Global Note: | [Yes] [No] |
| **25.** | Financial Centre(s): | [[●]/Not Applicable] |
| **26.** | Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): | [Yes/No] |

**RESPONSIBILITY**

[(*Relevant third party information*) has been extracted from (*specify source*). [The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of **Autostrade per l'Italia S.p.A.**

.....
Duly authorised

## PART B – OTHER INFORMATION

### 1. LISTING

| | | |
|---|---|---|
| (i) | Listing | [Euronext Dublin/None] |
| (ii) | Admission to trading | [Application has been made for the Notes to be admitted to trading on the regulated market of Euronext Dublin from [the Issue Date].] [Application is expected to be made for the Notes to be admitted to trading on the regulated market of Euronext Dublin with effect from [●].]/[Not Applicable.]<br><br>[The Notes will be consolidated and form a single series with the existing issue of [●][●] per cent. Notes due [●] on [●].] |
| (iii) | Estimate of total expenses related to admission to trading | [●] |

### 2. RATINGS

Ratings: [The Notes to be issued [have been/are expected to be] rated:

[S&P: [●]]

[Moody's: [●]]

[Fitch: [●]]

[[Other]: [●]]

[*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider*.]

***Option 1 - CRA is established in the EEA and registered under the CRA Regulation***

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").

***Option 2 - CRA is established in the EEA but CRA is not registered under the CRA Regulation***

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and is neither registered nor has it applied for registration under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").

***Option 3 – CRA is not established in the EEA but relevant rating is endorsed by a CRA which is established and registered under the CRA Regulation***

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA but the rating it has given to the Notes is endorsed by [*insert legal name of credit rating agency*], which is established in the

EEA and registered under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").

***Option 4 - CRA is not established in the EEA and relevant rating is not endorsed under the CRA Regulation but CRA is certified under the CRA Regulation***

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA but is certified under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**").

***Option 5 – CRA is neither established in the EEA nor certified under the CRA Regulation and relevant rating is not endorsed under the CRA Regulation***

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA and is not certified under Regulation (EU) No 1060/2009, as amended (the "**CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation

## 3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER]

*Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:*

["Save as discussed in "Subscription and Sale and Transfer and Selling Restrictions", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."]

## 4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

| | | |
|---|---|---|
| [(i) | Reasons for the offer: | [General corporate purposes, including, without limitation, capital expenditures and investments in accordance with the Regulatory Framework] / [●] |
| [(ii)] | Estimated net proceeds: | [●]<br>(*If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.*) |

## 5. [FIXED RATE NOTES ONLY – YIELD

Indication of yield: [●]

The yield is calculated at the Issue Date on the basis of the Issue Price and the fixed rate of interest for such Notes. It is not an indication of future yield.]

## 6. [FLOATING RATE NOTES ONLY – HISTORIC INTEREST RATES

[Details of historic [EURIBOR] rates can be obtained from [Reuters]/[●].]

[Benchmarks: Amounts payable under the Notes will be calculated by reference to [●] which is provided by [●]. [As at [●], [●] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmarks

Regulation (Regulation (EU) No. 2016/1011) (the "**EU BMR**"). [As far as the Issuer is aware, [●] does/do not fall within the scope of the EU BMR by virtue of Article 2 of that regulation] / [the transitional provisions in Article 51 of the EU BMR apply], such that [●] is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).]]

[As at [●], [●] [appears/does not appear] on in the register of administrators and benchmarks established and maintained by the FCA pursuant to [Article 36] (*Register of administrators and benchmarks*) of Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the EUWA (the "**UK BMR**"). [As far as the Issuer is aware, [●] does/do not fall within the scope of the UK BMR by virtue of Article 2 of that regulation] / [the transitional provisions in Article 51 of the UK BMR apply], such that [●] is not currently required to obtain authorisation or registration (or, if located outside the United Kingdom, recognition, endorsement or equivalence).]]]

## 7. OPERATIONAL INFORMATION

| | |
|---|---|
| ISIN Code: | [●] |
| Common Code: | [●] |
| [FISN Code: | [[●], as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN] / [Not Applicable] |
| [CFI Code: | [[●], as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN] / [Not Applicable] |
| Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, SA and the relevant identification number(s): | [Not Applicable]/[Give name(s) and number(s)] |
| Delivery: | Delivery [against/free of] payment |
| Names and addresses of initial Paying Agent(s): | [●] |
| Names and addresses of additional Paying Agent(s) (if any): | [●] |
| Intended to be held in a manner which would allow Eurosystem eligibility: | [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)] [*include this text for registered notes*] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that |

Eurosystem eligibility criteria have been met.]/ [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper) [*include this text for registered notes*]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

**8. DISTRIBUTION**

| | | |
|---|---|---|
| (i) | Method of distribution: | [Syndicated/Non-syndicated] |
| (ii) | If syndicated | |
| | (A) names and addresses of Managers: | [Not Applicable/*give names, addresses and underwriting commitments*]<br><br>(*Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.*) |
| | (B) Stabilising Manager(s) (if any): | [Not Applicable/*give name*] |
| | (C) Date of Subscription Agreement: | [●] |
| (iii) | If non-syndicated, name and address of Dealer: | [Not Applicable/*give name and address*] |
| (iv) | U.S. Selling Restrictions: | [Reg. S Compliance Category [1/2]; TEFRA C/TEFRA D/ TEFRA not applicable] |

## BOOK-ENTRY CLEARANCE PROCEDURES

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of the Clearing Systems currently in effect. The information in this section concerning the Clearing Systems has been obtained from sources that the Issuer believes to be reliable, but neither the Issuer nor any Dealer takes any responsibility for the accuracy thereof. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. Neither the Issuer nor any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

### Book-Entry Systems

*Euroclear and Clearstream, Luxembourg*

Euroclear and Clearstream, Luxembourg each hold securities for its customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

### Transfers of Notes Represented by Registered Global Notes

Transfers of any interests in Notes represented by a Registered Global Note within Euroclear and Clearstream, Luxembourg will be effected in accordance with the customary rules and operating procedures of the relevant clearing system. The laws in some States within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer Notes represented by a Registered Global Note to such persons may depend upon the ability to exchange such Notes for Notes in definitive form.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described under "Subscription and Sale and Transfer and Selling Restrictions", transfers directly or indirectly through Euroclear or Clearstream, Luxembourg or accountholders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the Registrar, the Principal Paying Agent and any custodian with whom the relevant Registered Global Notes have been deposited.

On or after the Issue Date for any Series, transfers of Notes of such Series between accountholders in Clearstream, Luxembourg and Euroclear will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Clearstream, Luxembourg and Euroclear have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Registered Global Notes among participants and accountholders of Clearstream, Luxembourg and Euroclear. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuer, the Trustee, the Agents or any Dealer will be responsible for any performance by Clearstream, Luxembourg or Euroclear or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Notes represented by Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial interests.

## TAXATION

*The statements herein regarding taxation are based on the laws in force as at the date of this Offering Circular and are subject to any changes in law occurring after such date, which changes could be made also on a retroactive basis.*

*The following does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, 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 special rules.*

*Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the overall tax consequences of their acquiring, holding and disposing of the Notes, including, without limitation, the tax consequences of receiving payments of interest, principal or other amounts under the Notes.*

*This overview will not be updated to reflect changes in laws and if such a change occurs the information in this overview could become invalid.*

***Interest and other proceeds from Notes that qualify as bonds or securities similar to bonds***

Legislative Decree No. 239 of 1 April 1996, as subsequently amended and supplemented ("**Decree No. 239**") sets out the applicable regime regarding the tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price) (hereinafter collectively referred to as "**Interest**") from notes notes issued, *inter alia*, by companies resident of Italy for tax purposes whose shares are not listed, issuing bonds (*obbligazioni*) and similar securities (titoli similari alle obbligazioni) traded (negoziati) upon their issuance in one of the regulated markets or multilateral trading platforms of EU Member States or States party to the EEA Agreement allowing a satisfactory exchange of information with the Italian tax authorities as included in (i) the decree of the ministry of Economy and Finance of September 4, 1996 as subsequently amended and supplemented or (ii) once effective, any other decree that will be issued in the future under Article 11 paragraph 4 letter c) of Decree 239.

For these purposes, pursuant to Article 44, paragraph 2, letter (c) of Presidential Decree No. 917 of 22 December 1986 ("**Decree No. 917**"), as amended and supplemented from time to time, securities similar to bonds (*titoli similari alle obbligazioni*) are defined as securities that: (i) incorporate an unconditional obligation to pay, at maturity, an amount not less than their nominal value; and that (ii) do not give any right to directly or indirectly participate in the management of the issuer or of the business in relation to which they are issued nor any type of control on the management; and that (iii) do not provide for a remuneration which is linked to profits.

*Italian resident Noteholders*

Where an Italian resident Noteholder is the beneficial owner of Interest payments under the Notes and is:

(i) an individual not engaged in entrepreneurial activity to which the Notes are connected;

(ii) a partnership (other than a *società in nome collettivo* or *società in accomandita semplice* or similar partnership) or a *de facto* partnership not carrying out commercial activities;

(iii) a private or public institutions (other than companies), a trust not carrying out mainly or exclusively commercial activities; or

(iv) an investor exempt from Italian corporate income taxation,

Interest payments relating to the Notes are subject to a substitutive tax, referred to as *imposta sostitutiva*, levied at the rate of 26 per cent. (either when Interest is paid or when payment thereof is obtained by the holder on a sale of the Notes), unless the relevant holder of the Notes has entrusted the management of his financial assets, including the Notes, to an authorised intermediary and has opted for the so called "*regime del risparmio gestito*" (the "**Asset Management Regime**") according to Article 7 of Italian Legislative Decree No. 461 of 21 November 1997, as amended).

Where the resident holders of the Notes described above under (i) and (iii) above are engaged in an entrepreneurial activity to which the Notes are connected, *imposta sostitutiva* applies as a provisional income tax. Interest will be included in the relevant beneficial owner's Italian income tax return and will be subject to Italian ordinary income taxation and the *imposta sostitutiva* may be recovered as a deduction from Italian income tax due.

Pursuant to Decree No. 239, *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare* (so called "**SIMs**"), fiduciary companies, management companies (*società di gestione del risparmio*), stockbrokers and other qualified entities identified by a decree of the Ministry of Finance (together the "**Intermediaries**" and each an "**Intermediary**"), as subsequently amended and integrated. An Intermediary to be entitled to apply the *imposta sostitutiva* must (a) be (i) resident in Italy, (ii) a permanent establishment in Italy of a non-Italian resident Intermediary or (iii) an entity or a company not resident in Italy, acting through a system of centralised administration of securities and directly connected with the Department of Revenue of Italian Ministry of Finance having appointed an Italian representative for the purposes of Decree No. 239, and (b) intervene, in any way, in the collection of Interest or, also as transferees, in transfers or disposals 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.

Where the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any entity paying Interest to a Noteholder. If Interest on the Notes is not collected through an Intermediary or any entity paying Interest and as such no *imposta sostitutiva* is levied, the Italian resident beneficial owners listed above will be required to include Interest in their yearly income tax return and subject them to a final substitute tax at a rate of 26%.

Subject to certain conditions (including a 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 per cent. *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 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 and the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets all the requirements set forth in Article 1 (100-114) of Law No. 232 of 11 December 2016, as subsequently amended and supplemented (the "**Finance Act 2017**"), Article 1 (211-215) of Law No. 145 of 30 December 2018, as subsequently amended and supplemented (the "**Finance Act 2019**"), or Article 13-*bis* of Law Decree No. 124 of 26 October 2019, converted into Law No. 157 of 19 December 2019, as subsequently amended and supplemented (including by Article 136 of Law Decree No. 34 of 19 May 2020) (the "**Fiscal Decree Linked to the Finance Act 2020**").

Where (a) an Italian resident Noteholder is (i) a company or similar commercial entity, or a permanent establishment in Italy of a foreign company to which the Notes are effectively connected, and (ii) the beneficial owners of payments of Interest on the Notes and (b) the Notes are deposited with an authorised intermediary, Interest from the Notes will not be subject to *imposta sostitutiva* but must be included in the relevant Noteholder's income tax return and are therefore subject to general Italian corporate taxation (and, in certain circumstances, depending on the status of Noteholder, also to regional tax on productive activities – "**IRAP**").

Italian resident real estate investment funds and Italian resident real estate investment companies with fixed capital (*società di investimento a capitale fisso*, "**Real Estate SICAFs**", and, together with the Italian real estate investment funds, the "**Real Estate Funds**") qualifying as such from a legal and regulatory perspective and subject to the regime provided for by, *inter alia*, Law Decree No. 351 of 25 September 2001 are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of such Real Estate SICAF or Real Estate Funds, *provided that* the Real Estate SICAF or the Real Estate Fund is the beneficial owner of the payments under the Notes and the Notes are timely deposited with an authorised Intermediary. A withholding tax may apply in certain circumstances at the rate of up to 26 per cent. on distributions made by a Real Estate SICAF or a Real Estate Fund or upon redemption or sale of the units or shares in the Real Estate SICAF or the Real Estate Fund and, in certain cases, a tax transparency regime may apply in respect of certain categories of investors in a Real Estate Fund owning more than 5 per cent. of the Real Estate SICAF or the Real Estate Fund's units or shares.

Where an Italian resident Noteholder is an open-ended or a closed-ended investment fund, an investment company with variable capital (*società di investimento a capitale variabile* (SICAV)), an investment company

with fixed capital (SICAF) other than a Real Estate SICAF (together, the "**Funds**") and either (i) the Fund or (ii) its manager is subject to the supervision of a regulatory authority and the Notes are deposited with an authorised intermediary, payments of Interest on such Notes beneficially owned by the Fund will not be subject to *imposta sostitutiva*, but must be included in the management results of the Fund. The Fund will not be subject to taxation on such result, but a withholding tax of 26 per cent. may in certain circumstances apply to distributions made in favour of unitholders or shareholders or in case of redemption or sale of the units or shares in the Fund (the "**Collective Investment Fund Withholding Tax**").

Where an Italian resident Noteholder is a pension fund (subject to the regime provided for by Article 17 of Legislative Decree No. 252 of 5 December 2005) and the Notes are deposited with an authorised intermediary, payments of Interest relating to the Notes beneficially owned by the pension fund and accrued during the holding period will not be subject to imposta sostitutiva, but must be included in the result of the relevant portfolio accrued at the end of each tax period, subject to a 20 per cent. annual imposta sostitutiva (the "**Pension Fund Tax**") on the increase in value of the managed assets accrued at the end of each tax year (which increase would include Interest accrued on the Notes). Subject to certain conditions (including a minimum holding period requirement) and limitations, Interest relating to the Notes may be excluded from the taxable base of the Pension Fund Tax if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirementsset forth in Article 1 (100-114) of the Finance Act 2017, Article 1 (211-215) of the Finance Act 2019 or Article 13-*bis* of the Fiscal Decree Linked to the Finance Act 2020.

*Non-Italian resident Noteholders*

According to Decree No.239, payments of Interest in respect of the Notes will not be subject to *imposta sostitutiva* at the rate of 26 per cent. if made to reither (a) beneficial owners or (b) certain institutional investors, even if it does not possess the status of taxpayer in its own country of establishment, who, in either case, are non Italian resident holders of the Notes with no permanent establishment in Italy to which the Notes are effectively connected *provided that*:

(a) such beneficial owners or institutional investors are resident for tax purposes in a State or territory which allows for an adequate exchange of information with Italy as listed in the Italian Ministerial Decree of 4 September 1996, as amended and supplemented (lastly by Ministerial Decree of 23 March 2017) and possibly further amended by future decrees to be issued pursuant to Article 11(4)(c), of Decree No. 239 (the "**White List**"); and

(b) all the requirements and procedures set forth in Decree No. 239 and in the relevant implementation rules, as subsequently amended, in order to benefit from the exemption from *imposta sostitutiva* are met or complied with in due time.

Decree No.239 also provides for additional exemptions from *imposta sostitutiva* for payments of Interest in respect of the Notes made to (i) international entities and organisations established in accordance with international agreements ratified in Italy; and (ii) central banks or entities which manage, *inter alia*, the official reserves of a foreign State.

To ensure payment of Interest in respect of the Notes without the application of 26 per cent. *imposta sostitutiva*, non Italian resident investors indicated above must:

(a) be either (i) the beneficial owners of payments of Interest on the Notes or (ii) qualify as one of the above mentioned institutional investors, even if it does not possess the status of taxpayer in its own country of establishment;

(b) deposit the Notes in due time together with the coupons relating to such Notes, directly or indirectly, with an resident bank or SIM, or a permanent establishment in Italy of a non Italian resident bank or SIM, or with a non Italian resident entity participating in a centralised securities management system which is in contact via computer with the Ministry of Economy and Finance, *provided that* they appoint an Italian representative (an Italian resident bank or SIM, or permanent establishment in Italy of a non-resident bank or SIM, or a central depositary of financial instruments pursuant to Article 80 of Legislative Decree No. 58 of 24 February 1998) for the purposes of the application of Decree No. 239.; and

(c) file with the relevant depository a statement (*autocertificazione*) in due time stating, *inter alia*, that he or she is resident, for tax purposes, in one of the countries included in the White List. Such statement (*autocertificazione*), which must comply with the requirements set forth by Ministerial Decree of 12 December 2001 (as amended and supplemented), shall be valid until withdrawn or revoked and does not need to be submitted where a certificate, declaration or other similar document meant for equivalent uses was previously submitted to the same depository. The statement (*autocertificazione*) is not required for non Italian resident investors that are international entities or organisations established in accordance with international agreements ratified in Italy or central banks or entities which manage, *inter alia*, the official reserves of a foreign State. In the case of non-Italian resident Noteholders without a permanent establishment in Italy to which the Notes are effectively connected, the imposta sostitutiva may be reduced by the applicable double tax treaty, if any, subject to timely filing of the required documentation.

Failure of a non-Italian resident holder of the Notes to comply in due time with the procedures set forth in Decree No. 239 and in the relevant implementing rules will result in the application of *imposta sostitutiva* on Interests payments to such non resident holder of the Notes.

Non-Italian resident holders of the Notes who are subject to *imposta sostitutiva* may, nevertheless, be eligible for a total or partial relief under an applicable tax treaty between the Republic of Italy and the country of tax residence of the relevant holder of the Notes, provided all conditions for its application are met.

***Notes qualifying as atypical securities (titoli atipici)***

In case Notes representing debt instruments implying a "use of capital" do not incorporate an unconditional obligation to pay, at maturity, an amount not less than their nominal value (whether or not providing for interim payments) and/or they give any right to directly or indirectly participate in the management of the relevant Issuer or of the business in relation to which they are issued and/or any type of control on the management, Interest in respect of such Notes may be subject to a withholding tax, levied at the rate of 26%.

Where the Noteholder is (a) an Italian individual engaged in an entrepreneurial activity to which the Notes are connected, (b) an Italian company or a similar Italian commercial entity pursuant to article 5 of the ITC (with the exception of general partnership, limited partnership and similar entities), (c) a permanent establishment in Italy of a foreign entity, (d) an Italian commercial partnership or (e) an Italian commercial private or public institution, such withholding tax is a provisional withholding tax; in all other cases, including when the Noteholder is a non-Italian resident, the withholding tax is a final withholding tax.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from any income taxation, including the *imposta sostitutiva*, on Interest relating to the Notes not having 100% capital protection guaranteed by the Issuer if such Notes are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1 (100-114) of the Finance Act 2017, Article 1 (211-215) of the Finance Act 2019 or Article 13-*bis* of the Finance Act 2020.

In the case of non-Italian resident Noteholders without a permanent establishment in Italy to which the Notes are effectively connected, the withholding tax may be reduced by the applicable double tax treaty, if any, subject to timely filing of the required documentation.

***Fungible issues***

Pursuant to Article 11, paragraph 2 of Decree No. 239, where the Issuer issues a new Tranche forming part of a single series with the first Tranche, for the purposes of calculating the amount of Interest subject to *imposta sostitutiva* (if any), the issue price of the new Tranche will be deemed to be the same as the issue price of the first Tranche. This rule applies where (a) the new Tranche is issued within 12 months from the issue date of the first Tranche and (b) the difference between the issue price of the new Tranche and that of the first Tranche does not exceed 1% of the nominal value of the Notes multiplied by the number of years of the duration of the Notes.

***Capital gains tax***

*Italian resident Noteholders*

Any gain obtained from the sale or redemption of the Notes would be treated as part of the taxable 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 or a similar commercial entity, including the permanent establishment in Italy of foreign entities to which the Notes are effectively connected, or Italian resident individuals engaged in an entrepreneurial activity to which the Notes are connected.

Where an Italian resident Noteholder is (i) an individual holding the Notes not in connection with an entrepreneurial activity, (ii) a partnership (other than a *società in nome collettivo* or *società in accomandita semplice* or similar partnership) or a *de facto* partnership not carrying out commercial activities, or (iii) a private or public institution (other than a company), a trust not carrying out mainly or exclusively commercial activities, any capital gain realised by such Noteholder from the sale or redemption of the Notes would be subject to *imposta sostitutiva*, levied at the rate of 26 per cent. Under some conditions and limitations, Noteholders may set off losses with gains.

For the purposes of determining the taxable capital gain, any Interest on the Notes accrued and unpaid up to the time of the purchase and the sale of the Notes must be deducted from the purchase price and the sale price, respectively.

Subject to certain conditions (including a minimum holding period requirement) and limitations, capital gains realised upon sale or redemption of the Notes may be exempt from any income taxation (including from the 26 per cent. *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 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 and the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets all the requirements from time to time applicable as set forth set forth in Article 1 (100-114) of the Finance Act 2017, Article 1 (211-215) of the Finance Act 2019 or Article 13-*bis* of the Fiscal Decree Linked to the Finance Act 2020.

In respect of the application of *imposta sostitutiva*, taxpayers under (i) to (iii) above may opt for one of the three regimes described below.

(a) Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for Noteholders under (i) to (iii) above, *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised by the investor holding the Notes not in connection with an entrepreneurial activity pursuant to all sales or redemptions of the Notes carried out during any given tax year. The relevant Noteholder must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay *imposta sostitutiva* on such gains together with any balance income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years.

(b) As an alternative to the tax declaration regime, Noteholders under (i) to (iii) above may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Notes (the "***risparmio amministrato* regime**"). 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 foreign intermediaries) and (ii) an express election for the *risparmio amministrato* regime being timely made in writing by the relevant Noteholder. The depository is responsible for accounting for *imposta sostitutiva* 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, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Noteholder or using funds provided by the Noteholder for this purpose. Under the *risparmio amministrato* regime, where a sale or redemption of the Notes results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Noteholder is not required to declare the capital gains in the annual tax return.

(c) Any capital gains realised by Italian Noteholders under (i) to (iii) above entrusted the management of their financial assets, including the Notes, to an authorised intermediary and have opted for the Asset Management Regime 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 per cent. substitute tax, to be paid by the managing authorised intermediary. Under the Asset Management Regime, any decrease in value of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the Asset Management Regime, the Noteholder is not required to declare the capital gains realised in the annual tax return.

Any capital gains realised by a Noteholder that is a Real Estate Fund will be subject neither to *imposta sostitutiva* nor to any other income tax at the level of the Real Estate Fund. However, a withholding tax may apply in certain circumstances at the rate of up to 26 per cent. on distributions made by a Real Estate Fund or upon redemption or sale of the units or shares in the Real Estate Fund and, in certain cases, a tax transparency regime may apply in respect of certain categories of investors in a Real Estate Fund owning more than 5 per cent. of the Real Estate Fund's units or shares.

Any capital gains realised by an Italian Noteholder that is a Fund will not be subject to *imposta sostitutiva*, but will be included in the result of the relevant portfolio accrued at the end of the relevant tax period. Such result will not be taxed at the level of the Fund, but income realised by unitholders or shareholders in case of distributions, redemption or sale of the units or shares, may be subject to the Collective Investment Fund Withholding Tax.

Any capital gains realised by a Noteholder that is an Italian pension fund (subject to the regime provided for by Article 17 of Legislative Decree No. 252 of 5 December 2005) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to Pension Fund Tax. Subject to certain conditions (including a minimum holding period requirement) and limitations, capital gains on the Notes may be excluded from the taxable base of the Pension Fund Tax if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth in Article 1 (100-114) of the Finance Act 2017, Article 1 (211-215) of the Finance Act 2019 or Article 13-*bis* of the Fiscal Decree Linked to the Finance Act 2020.

*Non-Italian resident Noteholders*

Capital gains realised by non-Italian resident Noteholders, not having a permanent establishment in Italy to which the Notes are effectively connected, from the sale or redemption of Notes traded on regulated markets are not subject to *imposta sostitutiva* (subject, in certain cases, to the filing of a self-declaration stating that the relevant Noteholder is not resident in the Republic of Italy for tax purposes).

Capital gains realised by non-Italian resident Noteholders, not having a permanent establishment in Italy to which the Notes are effectively connected, from the sale or redemption of the Notes not traded on regulated markets are not subject to *imposta sostitutiva provided that* the Noteholder (i) qualifies as the beneficial owner of the capital gain and is resident for income tax purposes in a country included in the White List; or (ii) is an international entity or body set up in accordance with international agreements ratified in Italy; or (iii) is a central bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or (iv) is an institutional investor which is incorporated in a country included in the White List, even if it does not possess the status of a taxpayer in its own country of incorporation, in any case, to the extent all the requirements and procedures set forth in Decree No. 239 and in the relevant implementation rules, as subsequently amended, in order to benefit from the exemption from *imposta sostitutiva* are met or complied with in due time, if applicable. In this case, if the non Italian Noteholders have opted for the *risparmio amministrato* regime or the Asset Management Regime, exemption from Italian capital gains tax will apply upon condition that they file in due course with the authorised financial intermediary an appropriate self-declaration (*autocertificazione*) stating that they meet the requirements indicated above.

If none of the conditions described above is met, capital gains realised by non-Italian resident Noteholders from the sale or redemption of the Notes not traded on regulated markets are subject to *imposta sostitutiva* at the current rate of 26 per cent.

In any event, non-Italian resident individuals or entities without a permanent establishment in Italy to which the Notes are effectively connected that may benefit from a double tax treaty with Italy providing that capital gains

realised upon the sale or redemption of the Notes are to be taxed only in the country of tax residence of the recipient, will not be subject to *imposta sostitutiva* in Italy on any capital gains realised upon the sale or redemption of the Notes provided all the conditions for its application are met. In this case, if the non-Italian resident Noteholders have opted for the *risparmio amministrato* regime or the Asset Management Regime, exemption from Italian capital gains tax will apply upon the condition that they file in due course with the authorised financial intermediary appropriate documents which include, *inter alia*, a statement issued by the competent tax authorities of the country of residence of the non Italian Noteholders.

***Transfer tax***

Contracts relating to the transfer of securities are subject to registration tax as follows: (a) public deeds and notarised deeds are subject to a fixed registration tax of €200; (b) private deeds are subject to registration tax only in case of use (*caso d'uso*) or upon occurrence of an "explicit reference" (*enunciazione*) or voluntary registration.

***Inheritance and gift taxes***

The transfers of any valuable asset (including the Notes) as a result of death or donation (or other transfers for no consideration) are taxed as follows:

(i) transfers in favour of the spouse and of direct descendants or ascendants are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the value of the inheritance or the gift exceeding €1,000,000 (per beneficiary);

(ii) transfers in favour of the brothers or sisters are subject to an inheritance and gift tax applied at a rate of 6 per cent. on the value of the inheritance or the gift exceeding €100,000 (per beneficiary);

(iii) transfers in favour of all other relatives up to the fourth degree or relatives-in-law up to the third degree, are subject to an inheritance and gift tax applied at a rate of 6 per cent. on the entire value of the inheritance or the gift; and

(iv) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or the gift.

If the transfer is made in favour of persons with severe disabilities, the tax is levied at the rate, mentioned above in (i), (ii), (iii) and (iv) on the value exceeding, for each beneficiary, €1,500,000.

Under Article 1 (114) of the Finance Act 2017, the *mortis causa* transfer of financial instruments included in a long-term savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1(100-114) of the Finance Act 2017, Article 1 (211-215) of the Finance Act 2019 or Article 13-*bis* of the Fiscal Decree Linked to the Finance Act 2020 are exempt from inheritance and gift taxes.

***Stamp duties***

Pursuant to Article 13(2-ter) of the tariff Part I attached to Presidential Decree No. 642 of 26 October 1972, as subsequently amended, *inter alia* by Article 19(1) of Decree No. 201 of 6 December 2011 ("**Decree 201**"), a proportional stamp duty applies on an annual basis to any periodic reporting communications which may be sent by an Italian based financial intermediary to its clients in respect of any financial product and instrument (including the Notes) which may be deposited with such financial intermediary in Italy. The stamp duty is collected by resident banks and other financial intermediaries applies at a rate of 0.2 per cent. and cannot exceed Euro 14,000 for taxpayers other than individuals. This stamp duty is determined on the basis of the market value or, if no market value figure is available, on the basis of face value or redemption value, or in the case the face or redemption values cannot be determined, on the basis of purchase value of the financial assets held.

The statement is deemed to be sent at least once a year, including with respect to the instruments for which it is not mandatory the deposit, the release or the drafting of the statement. In case of reporting periods of less than 12 months, the stamp duty is payable on a pro-rata basis.

Pursuant to the law and the implementing decree issued by the Italian Ministry of Economy on 24 May 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy

on 20 June 2012) of an entity that exercises a banking, financial or insurance activity in any form within the Italian territory.

***Tax monitoring***

Italian resident individuals, non-commercial entities, non-commercial partnerships and similar institutions are required to report in their yearly income tax return, according to Law Decree No. 167 of 28 June 1990 converted into law by Law Decree No. 227 of 4 August 1990, as amended from time to time, for tax monitoring purposes, the amount of Notes held abroad during each tax year. The requirement applies also where the persons above, being not the direct holder of the financial instruments, are the actual owner of the instrument.

Furthermore, the above reporting requirement is not required to comply with respect to: (i) Notes deposited for management with qualified Italian financial intermediaries; (ii) contracts entered into through their intervention, upon condition that the items of income derived from the Notes have been subject to tax by the same intermediaries; or (iii) if the foreign investments are only composed by deposits and/or bank accounts and their aggregate value does not exceed a €15,000 threshold throughout the year.

***Wealth tax on financial products held abroad***

In accordance with Article 19 of Decree No. 201 of 6 December 2011, converted with amendments by Law No. 214 of 22 December 2011, as amended, individuals, non-commercial entities and certain partnerships (*società semplici* or similar partnerships in accordance with Article 5 of Decree No. 917) resident in Italy for tax purposes holding financial products – including the Notes – outside of the Italian territory are required to declare in its own annual tax return and pay a wealth tax at the rate of 0.2 per cent. ("***IVAFE***"). For taxpayers other than individuals, IVAFE cannot exceed Euro 14,000 per year.

The tax applies on the market value at the end of the relevant year or – in the lack of the market value – on the nominal value or redemption value of such financial products held outside of the Italian territory. Taxpayers can generally deduct from the tax a tax credit equal to any wealth taxes paid in the State where the financial products are held (up to the amount of the Italian wealth tax due).

***European directive on administrative cooperation***

Legislative Decree No. 29 of 4 March 2014, as supplemented from time to time, has implemented the EU Council Directive 2011/16/EU (as amended by 2014/107/UE, 2015/2376/UE, 2016/881/UE; 2016/2258/UE and 2018/822/UE), on administrative cooperation in the field of taxation (the "**DAC**").

The main purpose of the DAC is to extend the automatic exchange of information mechanism between Member States, in order to fight against cross border tax fraud and tax evasion. The new regime under DAC is in accordance with the Global Standard released by the Organisation for Economic Co-operation and Development in July 2014.

The Directive on Administrative Cooperation (2014/107/EU) of December 9, 2014 ("**DAC 2**") implemented the exchange of information based on the Common reporting Standard ("**CRS**") within the EU. Under CRS, participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with exchange partners on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence, and reporting procedures. The Italian government implemented the above-mentioned Council Directive 2014/107/EU in the Ministerial Decree issued by the Ministry of Finance on 28 December 2015, as amended and supplemented from time to time. Following the Ministerial Decree quoted, the Italian tax authorities may communicate to other EU Member States information about interest and other categories of financial income of Italian source, including income from the Notes. Furthermore, the Italian Government implemented the later changes to the Council Directive 2011/16/EU, including the changes introduced by the Council Directive 2376/2015/EU on the mandatory automatic exchange of information on advance cross-border rulings and advance pricing arrangements, through the issue of the Legislative Decree 15 March 2017, no. 32, and by the Council Directive 2016/2258/EU as regards access to anti-money-laundering information by tax authorities, through the issue of the Legislative Decree 18 May 2018, no. 60.

The EU Council Directive 2018/822/EU of 25 May 2018 ("**DAC 6**") implemented the mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements. Under DAC

6 intermediaries which meet certain criteria and taxpayers are required to disclose to the relevant Tax Authorities certain cross-border arrangements, which contain one or more of a prescribed list of hallmarks, performed from 25 June 2018 onwards. Italy enacted DAC 6 into its domestic law with Legislative Decree No. 100 dated 30 July 2020.

Prospective investors should consult their tax advisers on the tax consequences deriving from the application of the Directive on Administrative Cooperation.

***The proposed European financial transactions tax (FTT)***

On 14 February 2013, the European Commission published a proposal (the Commission's Proposal) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

The proposed FTT has very broad scope and could, if introduced in the form proposed on 14 February 2013, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between the participating Member States. Additional EU Member States may decide to participate, although certain other Member States have expressed strong objections to the proposal. The FTT proposal may therefore be altered prior to any implementation, the timing of which remains unclear.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

**FATCA Withholding**

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, as amended, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("foreign passthru payments") to persons that fail to meet certain certification, reporting or related requirements. A number of jurisdictions (including the Republic of Italy) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, proposed U.S. Treasury regulations have been issued that provide that such withholding would not apply prior to the date that is two years after the date on which final regulations defining "foreign passthru payments" are published in the U.S. Federal Register. In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of final regulations. Moreover, Notes that are characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer). However, if additional Notes (as described under "*Terms and Conditions of the Notes – Further Issues*") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all such Notes, including those Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the

event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

## SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

Notes may be sold from time to time by the Issuer to any one or more of the Dealers. The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in a Dealer Agreement dated on or about the date hereof (the "**Dealer Agreement**") and made between the Issuer and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealer Agreement makes provision for the resignation or termination of appointment of the existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

### Selling Restrictions

### United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

### European Economic Area

#### *Prohibition of Sales to EEA Retail Investors*

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area.

For the purposes of this provision, the expression "**retail investor**" means a person who is one (or more) of the following:

(a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or

(b) a customer within the meaning of Directive (EU) 2016/97 (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.

For the purposes of this provision, the expression "**offer**" means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

**United Kingdom**

***Prohibition of Sales to UK Retail Investors***

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom.

For the purposes of this provision, the expression "**retail investor**" means a person who is one (or more) of the following:

(a) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or

(b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

For the purposes of this provision, the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

***Other Regulatory Restrictions***

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that:

(i) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

(ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (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

(iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

**France**

Each of the Dealers and the Issuer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France, and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Offering Circular, the relevant Final Terms or any other offering material relating to the Notes, except to qualified investors (*investisseurs qualifiés*) as defined in, and in accordance with, Article 2(e) of the Prospectus Regulation and Articles L.411-1 and L.411-2 of the *French Code monétaire et financier*.

**Republic of Italy**

The offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of this Offering Circular or of any other document relating to any Notes be distributed in the Republic of Italy, except:

(i) to qualified investors (*investitori qualificati*), as defined in Article 2, letter e) of the Prospectus Regulation, pursuant to Article 1, fourth paragraph, letter a) of the Prospectus Regulation and any applicable provision of Italian laws and regulations, including, *inter alia*, the Legislative Decree No. 58 of 24 February 1998 (the "**Financial Services Act**"); or

(ii) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation and any other applicable Italian laws and regulations, including, *inter alia*, the Financial Services Act.

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

(a) be made by investment firms, banks or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with the relevant provisions of the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 and Legislative Decree No. 385 of 1 September 1993 (the "**Banking Act**") (in each case, as amended) and any other applicable laws or regulations; and

(b) comply with any other applicable laws and regulations or requirements imposed by CONSOB, the Bank of Italy or any other Italian authority (including, without limitation, Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the offering or issue of securities in Italy or by Italian persons outside of Italy).

**Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**FIEA**") and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to agree, that it has not, directly or indirectly, offered or sold and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and other relevant laws and regulations of Japan.

**General**

Other than with respect to the admission to listing, trading and/or quotation by such one or more listing authorities, stock exchanges and/or quotation systems as may be specified in the applicable Final Terms, no action has been or will be taken in any country or jurisdiction by the Issuer or the Dealers that would permit a public offering of Notes, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Persons into whose hands this Offering Circular or any Final Terms comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or have in their possession or distribute such offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall no longer be applicable as a result of any change, or any change in official interpretation, after the date hereof of applicable laws and regulations, but without prejudice to the obligations of the Dealers described in the preceding paragraph.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification will be set out in a supplement to this Offering Circular.

## GENERAL INFORMATION

### Corporate information of the Issuer

The Issuer is registered with the Companies' Register of Rome with registration number 07516911000. The Issuer's registered office is at Via Alberto Bergamini 50, 00159 Rome, Italy.

### LEI

The Legal Entity Identifier (LEI) of the Issuer is 815600149448CEB9B230.

### Authorisation

The establishment of, and the issue of Notes under, the Programme was authorised by a resolution of the Board of Directors of Autostrade Italia on 17 October 2014. The update of the Programme was authorised by a resolution of the Board of Directors of Autostrade Italia on 15 October 2021. All consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of Italy have been given for the issue of Notes under the Programme and for the Issuer to undertake and perform its obligations under the Dealer Agreement, the Trust Deed, the Agency Agreement and the Notes.

### Listing

The Offering Circular has been approved by the Central Bank, as competent authority under the Prospectus Regulation, as a "base prospectus" for the purposes of the Prospectus Regulation. Application has been made to Euronext Dublin for Notes issued under the Programme to be admitted to the Official List and to trading on its regulated market. Euronext Dublin's regulated market is a regulated market for the purposes of MiFID II.

For the purposes of admitting Notes to trading on a regulated market in a member state of the European Economic Area other than the Republic of Ireland, the Central Bank may, at the request of the Issuer, send to the competent authority of another Member State: (i) a copy of this Offering Circular; (ii) a certificate of approval attesting that this Offering Circular has been drawn up in accordance with the Prospectus Regulation; and (iii) if so required by the competent authority of such Member State, a translation into the official language(s) of such Member State of a summary of this Offering Circular.

The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

The issue price and the amount of the relevant Notes will be determined by the Issuer and the relevant Dealer at the time of issue of the relevant Tranche of Bearer Notes, based on then prevailing market conditions.

### Documents Available

From the date hereof, so long as any of the Notes remains outstanding and throughout the life of the Programme, copies of the following documents will, when published, be available for inspection on the website of the Issuer (www.autostrade.it) and in hard copy, free of charge in English from the registered office of the Issuer and by appointment from the specified offices of the Principal Paying Agent at the Principal Paying Agent's option such inspection may be provided electronically:

(i) an English translation of the constitutive documents of the Issuer;

(ii) the annual report and the annual audited consolidated statements of the Issuer for the financial years ended on 31 December 2019 and 31 December 2020 and the unaudited condensed interim consolidated and non-consolidated financial statements of the Issuer for the six month periods ending on 30 June 2020 and 2021 (in each case in English);

(iii) the Trust Deed (which contains the forms of the Global Notes, the Certificates, the Notes in definitive form, the Coupons and the Talons) and the Agency Agreement; and

(iv) a copy of this Offering Circular; and

(v) any future supplement and Final Terms (save that a Final Terms relating to a Note which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus

Regulation will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer and the Paying Agent as to its holding of Notes and identity) to this Offering Circular and any other documents incorporated herein or therein by reference.

**Clearing and Settlement Systems**

The Notes and the Programme have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate common code and International Securities Identification Number ("**ISIN**") (and, when applicable, the identification number for any other relevant clearing system) for each Tranche of Bearer Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg, is 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg. The address of any alternative clearing system will be specified in the applicable Final Terms.

**Legended Notes**

Each Bearer Note that has an original maturity of more than one year and where TEFRA D is specified in the applicable Final Terms, and any Coupon and Talon with respect thereto, will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code".

**Significant Change and Material Adverse Change**

Save as described under "*Risk Factors – Risks Relating to the Business of the Group – Risks and uncertainties related to the going concern basis of the Issuer and the Group*" and "*Business Description of the Group — Recent Developments*", there has been no material adverse change in the prospects of the Issuer or of the Group since 31 December 2020 and there has been no significant change in the financial performance or financial position of the Issuer or the Group since 30 June 2021.

**Material Contracts**

Except as disclosed in "*Business Description of the Group*", neither the Issuer nor any of its consolidated subsidiaries has, since 30 June 2021, entered into any contracts outside the ordinary course of business that could have a material adverse effect on the ability of the Issuer to meet its obligations under Notes issued under the Programme.

**Litigation**

Except as disclosed in "*Business Description of the Group—Legal Proceedings*", none of the Issuer or any of its consolidated subsidiaries is or has been involved in any litigation or governmental or arbitration proceedings relating to claims or amounts during the 12 months preceding this Offering Circular which may have or have had significant adverse effects on the financial or trading position of the Group, nor so far as the Issuer is aware, are any such litigation or proceedings pending or threatened.

**Dealers transacting with the Issuer**

Certain of the Dealers and their respective affiliates, including parent companies, engage and may in the future engage, in financing, in investment banking, commercial banking (including the provision of loan facilities) and other related transactions with the Issuer and may perform services for it, in each case in the ordinary course of business. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related to derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates (including parent companies) may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or the Issuer's affiliates. Certain of the Dealers or their affiliates (including parent

companies) that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates (including parent companies) would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates (including parent companies) may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Furthermore, certain of the Dealers (including parent companies) have provided corporate finance and investment banking services to the Issuer in the last twelve months. The net proceeds of an issue of Notes under the Programme may be used by the Issuer in whole or in part to repay existing indebtedness which may include indebtedness provided by some or all of the Dealers.

**Corporate Governance**

As at the date of this Offering Circular, the Issuer was in compliance with applicable Italian law corporate governance requirements in all material respects.

**Independent Auditors**

The Issuer's current independent auditors are KPMG S.p.A. ("**KPMG**"), pursuant to the resolutions of the shareholders' meeting of the Issuer held on 29 May 2020, which appointed KPMG to audit the financial statements from 2021 to 2029.

The audited consolidated annual financial statements of the Issuer as at and for the years ended, respectively, 31 December 2019 and 31 December 2020 were audited by Deloitte & Touche S.p.A. ("**Deloitte**"), while the consolidated interim financial report of the Issuer as at and for the six months ended 30 June 2021 have been subject to limited review by KPMG.

KPMG and Deloitte are registered in the Register of Independent Auditors held by the Ministry of Economy and Finance pursuant to Legislative Decree No. 39 of 27 January 2010 and the relevant implementing regulations and is also a member of ASSIREVI (*Associazione Nazionale Revisori Contabili*), the Italian association of auditing firms. The registered office of KPMG S.p.A. is at Via Vittor Pisani, 25, 20124, Milan, Italy. The registered office of Deloitte is at Via Tortona, 25, 20144 Milan, Italy.

***Registered offices of the Issuer***

**Autostrade per l'Italia S.p.A.**
Via Alberto Bergamini, 50
00159 Rome
Italy

***Auditors***

*With respect to the 2021 half year interim report*
**KPMG S.p.A.**
Via Vittor Pisani, 25
20124 Milan
Italy

*With respect to the 2019 and 2020 financial statements*
**Deloitte & Touche S.p.A.**
Via Tortona, 25
20144 Milan
Italy

***Trustee***

**BNY Mellon Corporate Trustee Services Limited**
One Canada Square
E14 5AL London
United Kingdom
Attention: Corporate Trust Services
Fax no.: +44 20 7964 2536

***Registrar***

**The Bank of New York Mellon SA/NV, Luxembourg Branch**
Vertigo Building – Polaris
2-4 rue Eugène Ruppert
L-2453 Luxembourg

***Principal Paying Agent and Transfer Agent***

**The Bank of New York Mellon, London Branch**
One Canada Square
E14 5AL London
United Kingdom
Attention: Corporate Trust Services
Fax: +44 20 7964 2536

***Irish Listing Agent***

**Arthur Cox Listing Services Limited**
10 Earlsfort Terrace
Dublin 2
Ireland
D02 T380

***Legal Advisers***

*To the Issuer as to English law and Italian law*
**White & Case LLP**
Piazza Diaz, 2
20123 Milan
Italy

*To the Dealers to Italian law, Italian tax law and English law*
**Studio Legale Associato**
**in association with Linklaters**
Via Fatebenefratelli, 14
20121 Milan
Italy

*To the Trustee as to English law*
**Linklaters LLP**
One Silk Street
London, EC2Y 8HQ
United Kingdom

***Dealers***

**Banco Bilbao Vizcaya Argentaria, S.A.**
Ciudad BBVA –Asia Building
1st floor – C/Sauceda 28
28050 Madrid
Spain

**Banco Santander, S.A.**
Ciudad Grupo Santander
Avenida de Cantabria s/n
Edificio Encinar
28660, Boadilla del Monte
Madrid
Spain

**Barclays Bank Ireland PLC**
One Molesworth Street
Dublin 2
D02RF29
Ireland

**Bayerische Landesbank**
Brienner Strasse 18
D-80333 Munich
Germany

**BNP Paribas**
16, boulevard des Italiens
75009 Paris
France

**Citigroup Global Markets Limited**
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

**Crédit Agricole Corporate and Investment Bank**
12, Place des Etats-Unis
CS 70052
92547 MONTROUGE CEDEX
France

**Credit Suisse Bank (Europe), S.A.**
Calle de Ayala, 42
28001 Madrid
Spain

**Deutsche Bank Aktiengesellschaft**
Mainzer Landstr. 11-17
60329 Frankfurt am Main
Germany

**Goldman Sachs International**
Plumtree Court
25 Shoe Lane
London EC4A 4AU
United Kingdom

**Intesa Sanpaolo S.p.A.**
**Divisione IMI Corporate & Investment Banking**
Via Manzoni 4
20121 Milan
Italy

**J.P. Morgan AG**
Taunustor 1 (TaunusTurm)
60310 Frankfurt am Main
Germany

**Mediobanca – Banca di Credito Finanziario S.p.A.**
Piazzetta Enrico Cuccia, 1
20121 Milan
Italy

**Morgan Stanley & Co. International plc**
25 Cabot Square
Canary Wharf
London E14 4QA
United Kingdom

**MUFG Securities (Europe) N.V.**
World Trade Center, Tower H, 11th Floor
Zuidplein 98
1077 XV Amsterdam
The Netherlands

**NATIXIS**
30, avenue Pierre Mendès France
75013 Paris
France

**Société Générale**
29, boulevard Haussmann
75009 Paris
France

**UniCredit Bank AG**
Arabellastrasse 12
81925 Munich
Germany