

NOT FOR DISTRIBUTION IN THE UNITED STATES



Autostrade per l'Italia S.p.A.

(incorporated as a joint stock company in the Republic of Italy)

€1,000,000,000 2.000 per cent. Notes due 15 January 2030

The €1,000,000,000 2.000 per cent. Notes due 15 January 2030 (the “**Notes**”) are issued Autostrade per l'Italia S.p.A. (the “**Issuer**”, “**ASPI**” or “**Autostrade Italia**”), and will be constituted by a trust deed (the “**Trust Deed**”) to be dated on or about 15 January 2021, between the Issuer and BNY Mellon Corporate Trustee Services Limited as trustee (the “**Trustee**”, which expression shall include its successors as trustee for the holders of the Notes (the “**Noteholders**”) for the time being. The Notes will be issued and the Trust Deed will become effective on 15 January 2021 (the “**Issue Date**”). The issue price of the Notes is 99.099 per cent. of their principal amount.

Unless previously redeemed or purchased and cancelled, the Issuer will redeem the Notes at their principal amount on 15 January 2030 (the “**Maturity Date**”). The Notes are subject to redemption in whole, but not in part, at their principal amount, together with accrued interest to (but excluding) the relevant Optional Redemption Date, at the option of the Issuer at any time in the event of certain changes affecting taxes of the Republic of Italy (see Condition 6.2 (*Redemption for Taxation Reasons*)). The Issuer may also, at its option and at any time on the relevant Optional Redemption Date, redeem the outstanding Notes, in whole or in part, at the Optional Redemption Amount, together with accrued interest to (but excluding) the relevant Optional Redemption Date (see Condition 6.3 (*Redemption at the Option of the Issuer (Make-Whole Call)*)). 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, redeem all (but not some only) of the outstanding Notes, at their principal amount, together with accrued interest to (but excluding) the relevant Optional Redemption Date (see Condition 6.4 (*Redemption at the Option of the Issuer (Clean-Up Call)*)). Furthermore, the Issuer may, at its option, from (and including) 15 October 2029 to (but excluding) the Maturity Date, redeem all (but not some only) of the outstanding Notes, at their principal amount, together with accrued interest to (but excluding) the relevant Optional Redemption Date (see Condition 6.5 (*Redemption at the Option of the Issuer (3-Months Par Call)*)). Each Noteholder may require the Issuer to redeem their Notes at their principal amount, together with accrued interest to (but excluding) the Relevant Event Date, upon the occurrence of a Concession Event and/or a Trigger Event (each, a “**Relevant Event**” as described in Condition 6.7 (*Redemption at the Option of the Holders on the Occurrence of a Relevant Event*)).

The Notes will bear interest from and including the Issue Date (as defined below) to but excluding the Maturity Date at the rate of 2.000 per cent. *per annum*, payable annually in arrear on 15 January in each year, commencing on 15 January 2022, as described in Condition 4 (*Interest*). Payments on the Notes will be made in Euro without deduction for or on account of taxes imposed or levied by the Republic of Italy to the extent described under Condition 7 (*Taxation*).

The Notes constitute “*obbligazioni*” pursuant to Article 2410 et seq. of the Italian Civil Code. The Notes will constitute (subject to the provisions of Condition 3 (*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.

The Notes will be offered and sold in offshore transactions outside the United States in reliance on Regulation S (“**Regulation S**”) under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”).

THE NOTES HAVE NOT BEEN NOR WILL BE REGISTERED UNDER THE SECURITIES ACT, OR ANY STATE SECURITIES LAW, AND THE NOTES MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON (AS SUCH TERMS ARE DEFINED IN REGULATION S), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE U.S. SECURITIES ACT.

An investment in Notes involves certain risks. Prospective investors should have regard to the factors described under the heading “*Risk Factors*” beginning on page 1.

Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin (“**Euronext Dublin**”) for the approval of this document as Listing Particulars. Application has also been made to Euronext Dublin for the Notes to be admitted to the official list (the “**Official List**”) and to trading on the Global Exchange Market of Euronext Dublin. The Global Exchange Market is not a regulated market for the purposes of Directive 2014/65/EU (as amended, “**MiFID II**”). References in these Listing Particulars to the Notes being listed (and all related references) shall mean that the Notes have been admitted to trading on the Global Exchange Market.

The Notes are expected to be rated “Ba3” (Outlook Developing) by Moody’s Investors Service España, S.A. (“**Moody’s**”), “BB-” (Developing Outlook) by S&P Global Ratings Europe Limited (“**S&P**” or “**Standard & Poor’s**”) and “BB+” (Rating Watch Evolving) by Fitch Ratings Ireland Limited (“**Fitch**”). Each of Moody’s, S&P and Fitch is established and operating in the European Union and are registered under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”). As such, Moody’s, S&P and Fitch are included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation. **A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.**

The Notes will be issued in new global note (“**NGN**”) form and are intended to constitute eligible collateral for the Eurosystem monetary policy, provided the other eligibility criteria are met. The Notes will be in bearer form and will initially be represented by a temporary global note (the “**Temporary Global Note**”), without interest coupons, which will be deposited on or prior to the Issue Date with a common safekeeper for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream, Luxembourg**”). Interests in the Temporary Global Note will be exchangeable for interests in a permanent global note (the “**Permanent Global Note**” and, together with the Temporary Global Note, the “**Global Notes**”), without interest coupons, on or after a date which is expected to be 24 February 2021 (the “**Exchange Date**”), upon certification as to non-U.S. beneficial ownership. Interests in the Permanent Global Note will be exchangeable for definitive Notes only in certain limited circumstances (see “*Summary of the Provisions Relating to the Notes while Represented by the Global Notes*”).

Global Coordinator & Sole Active Bookrunner

Morgan Stanley

Other Bookrunners

Banca Akros S.p.A. –
Gruppo Banco BPM

Mediobanca

BNP PARIBAS

NATIXIS

Goldman Sachs International

UniCredit Bank

IMI – Intesa Sanpaolo

UBI Banca

The date of these Listing Particulars is 14 January 2021.

NOTICE TO INVESTORS

These Listing Particulars do not constitute a prospectus for the purposes of Regulation (EU) No. 2017/1129 of 14 June 2017, as amended.

The Issuer accepts responsibility for the information contained in these Listing Particulars. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in these Listing Particulars 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 these Listing Particulars contain all information with respect to itself and its subsidiaries taken as a whole (Autostrade Italia, together with its consolidated subsidiaries, the “**Group**”) and the Notes (including all information which, according to the particular nature of the Issuer and of the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and of the rights attaching to the Notes), that the information contained or incorporated by reference in these Listing Particulars is true and accurate in all material respects and is not misleading, that the opinions and intentions expressed in these Listing Particulars are honestly held and that there are no other facts, the omission of which would make these Listing Particulars or any of such information or the expression of any such opinions or intentions misleading. The Issuer accepts responsibility accordingly.

As of the date of these Listing Particulars the Issuer is a subsidiary of Atlantia S.p.A. (“**Atlantia**” and together with its consolidated subsidiaries, the “**Atlantia Group**”).

These Listing Particulars are to be read and construed in conjunction with all documents which are deemed to be incorporated herein by reference (see “*Documents Incorporated by Reference*”). These Listing Particulars shall be read and construed on the basis that such documents are incorporated by reference in, and form part of, these Listing Particulars.

No person is or has been authorised by the Issuer or the Bookrunners (as defined in “*Subscription and Sale and Transfer and Selling Restrictions*”) or BNY Mellon Corporate Trustee Services Limited (the “**Trustee**”) to give any information or to make any representation not contained in or not consistent with these Listing Particulars or any other information supplied in connection with the Notes and, if given or made, such information or representations must not be relied upon as having been authorised by the Issuer or the Bookrunners or the Trustee.

Neither the delivery of these Listing Particulars nor the offering, sale or delivery of the Notes shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the offering of the Notes is correct as of any time subsequent to the date indicated in the document containing the same. Each of the Bookrunners and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Notes or to advise any investor in the Notes of any information coming to its attention.

This document does not constitute an offer of, or an invitation by, or on behalf of, the Issuer or the Bookrunners or the Trustee to subscribe for, or purchase, any of the Notes. Neither these Listing Particulars nor any other information supplied in connection with the offering of the Notes constitutes an offer to sell, and may not be used for the purpose of an offer to sell or a solicitation of an offer to buy, the Notes by anyone in any jurisdiction or in any circumstances in which such an offer or solicitation is not authorised or is unlawful.

The distribution of these Listing Particulars and the offer or sale of Notes may be restricted by law in certain jurisdictions. None of the Issuer, the Bookrunners or the Trustee represents that these Listing Particulars 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 the Issuer or the Bookrunners or the Trustee which would permit a public offering of any Notes or distribution of these Listing Particulars in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither these Listing Particulars nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose

possession these Listing Particulars or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of these Listing Particulars and the offering and sale of Notes. In particular, there are restrictions on the distribution of these Listing Particulars and the offer or sale of Notes in the United States, the European Economic Area (including the Republic of Italy), the United Kingdom, Switzerland, Hong Kong, Singapore and Canada (see “*Subscription and Sale and Transfer and Selling Restrictions*”).

No representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Bookrunners or the Trustee as to the accuracy or completeness of the information contained or incorporated in these Listing Particulars or any other information provided by the Issuer in connection with the Notes or their distribution. None of the Bookrunners nor the Trustee accepts any liability in relation to the information contained or incorporated by reference in these Listing Particulars or the distribution of any such document or with regard to any other information supplied by, or on behalf of, the Issuer.

Neither these Listing Particulars nor any other information supplied in connection with the offering of the Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer or the Bookrunners or the Trustee that any recipient of these Listing Particulars or any other information supplied in connection with the offering of the Notes should purchase the Notes. Each investor contemplating purchasing the Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and the Group.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) and are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States or to U.S. persons. For a further description of certain restrictions on the offering and sale of the Notes and on the distribution of this document, see “*Subscription and Sale and Transfer and Selling Restrictions*”.

The language of these Listing Particulars 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.

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 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 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared 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 UNITED KINGDOM 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) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, 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 UK domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic 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.

UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET

Solely for the purposes of the 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 UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("UK MiFIR"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer's target market assessment; however, a distributor subject to 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 target market assessment) and determining appropriate distribution channels.

NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE, AS MODIFIED OR AMENDED FROM TIME TO TIME (THE "SFA")

In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "CMP Regulations 2018"), the Issuer has determined the classification of the Notes as prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

FORWARD-LOOKING STATEMENTS

All statements other than statements of historical fact included in these Listing Particulars 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, these Listing Particulars include 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 these Listing Particulars 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 these Listing Particulars. 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 these Listing Particulars 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 2019" ("*Quadro riassuntivo della rete autostradale in concessione al 31.12.2019*"); the Ministry of Infrastructure and Transport: "*Conto Nazionale delle Infrastrutture e dei Trasporti 2018 – 2019*" 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.

CERTAIN DEFINED TERMS

Capitalised terms which are used but not defined in any particular section of these Listing Particulars will have the meaning attributed to them in the section entitled "Conditions of the Notes" or any other section of these Listing Particulars.

In addition, the following terms as used in these Listing Particulars 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 **"MIT"** refers to the Italian Ministry of 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 MIT) 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*.

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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 these Listing Particulars 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 the Notes are also described below.

Prospective investors should also read the detailed information set out elsewhere in these Listing Particulars and reach their own views prior to making any investment decision.

Words and expressions defined elsewhere in these Listing Particulars have the same meaning in this section. Prospective Noteholders should read the entire Listing Particulars.

Risks Relating to the Business 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 2019, unaudited consolidated semi-annual financial statements as at and for the six months ended 30 June 2020 and unaudited condensed consolidated results for the nine months ended 30 September 2020 on a going concern basis, despite material uncertainties that may cast significant doubt on the application of the going concern assumption, primarily connected with the content, procedures and timing of the process involved in concluding the agreements with the Italian Government described below.

These uncertainties emerge from an assessment of both the risks affecting ASPI's ability to operate as a going concern and the elements enabling the Issuer to mitigate such risks. The elements requiring careful assessment with regard to the Company's ability to continue to operate as a going concern for a period of at least twelve months following approval of the relevant financial statements are the following:

- the outstanding procedure initiated by the Concession Grantor after the Morandi Bridge Collapse (as defined below) and the ensuing discussions between Autostrade Italia and the Concession Grantor as well as the ongoing 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 Morandi Bridge Collapse; (ii) certain amendments to the Single Concession Contract; and (iii) the approval of Autostrade Italia Concession's EFP (for additional information, see "*Business Description of the Group — Legal Proceedings*" and "*Business Description of the Group – Recent Developments*"). 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 2020, amounting to approximately €2.1 billion, with approximately €1.7 billion, including early repayment penalties, guaranteed by Atlantia). 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. 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 investment 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*”.

While the Board of Directors have stated in the 2020 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 early terminate the Single Concession Contract and that, on the contrary, it is likely that a positive outcome to the Settlement Process (as defined below) will be reached, there can be no assurance that a final agreement will be reached on the terms currently discussed (for additional information, see “— *The Group is dependent on Concessions, and in particular the Autostrade Italia Concession, which account for substantially all of the Group’s revenues*”) (or at all) and, if reached on such terms, that any applicable conditions will be satisfied, which may result in the Italian Government declaring the revocation of the Autostrade Italia Concession; additionally, the timing of any final agreement remains uncertain.

For additional information on the going concern analysis carried out by the Issuer, please refer to the paragraph entitled “*Going-concern uncertainties and assessment conducted by the Company*” on page 75 of the 2020 Half Year Interim Report (which is incorporated by reference into these Listing Particulars), the paragraph entitled “*Going-concern uncertainties and assessment conducted by the Company*” on page 159 of the 2019 Financial Statements (which is incorporated by reference into these Listing Particulars) and pages 2 and 3 of the Q3 Press Release (which is incorporated by reference into these Listing Particulars).

The auditors’ reports to the 2019 Financial Statements and the 2020 Half Year Interim Report highlight the material uncertainties related to ASPI’s going concern. For additional information, please refer to (i) the auditors’ report set out in pages 410-425 of the 2019 Financial Statements, which is incorporated by reference into these Listing Particulars, and (ii) the auditors’ review report set out in pages 149 – 150 of the 2020 Half Year Interim Report, which is incorporated by reference into these Listing Particulars.

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 and the ability of the Issuer to meet its payment obligations under the Notes.

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 2019 and the six months ended 30 June 2020, approximately 87.2% and 87.8%, 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 approximately 92.2% and 91.8% (in each case excluding consolidated adjustments) of the Group’s toll revenue in 2019 and for the six months ended 30 June 2020, 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 Infrastructure and Transport (the **“Concession Grantor”** or **“MIT”**), 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 Morandi Bridge on the A10 motorway in Genoa, Italy, which occurred on 14 August 2018 causing the deaths of 43 people (the **“Morandi Bridge Collapse”**), the Italian Government initiated a procedure for the assessment of a serious breach of the Single Concession Contract, which may ultimately lead to the revocation of the Autostrade Italia Concession. Autostrade Italia’s current discussions with the Italian Government and the MIT regarding the terms of a potential settlement aimed at avoiding the revocation of the Autostrade Italia Concession are aimed at resolving three issues: (i) the withdrawal of the procedure alleging Autostrade Italia’s serious breach of its Single Concession Contract in relation to the Morandi Bridge Collapse (as defined below); (ii) certain amendments to the Single Concession Contract; and (iii) the approval of Autostrade Italia Concession’s EFP (the **“Settlement Process”**). In particular, while the Settlement Process envisages that the Italian Government will waive its right to revoke the Autostrade Italia Concession upon all of the items of the Settlement Process being agreed between the parties, as well as the occurrence of certain additional conditions (including the payment by Autostrade Italia of €3.4 billion in expenses in connection with tariff discounts to customers, additional works on the Italian Motorway Network, the reconstruction of the Morandi bridge and support for the Genoa community), there can be no assurance that a final agreement will be reached on such terms (or at all) and, if reached on such terms, that any applicable conditions will be satisfied, which may result in the Italian Government declaring the revocation of the Autostrade Italia Concession. Additionally, the timing of any final agreement remains uncertain. In this respect, on 8 October 2020 the Issuer notified the Concession Grantor and the MEF of its agreement to the proposal for a settlement agreement received on 23 September 2020, subject to the deletion of the condition whereby the effectiveness of the settlement is conditional upon the completion of the disposal by Atlantia of its 88% shareholding in Autostrade Italia to CDP, being a matter unrelated to the relationship between the Concession Grantor and Autostrade Italia; as of the date of these Listing Particulars, the Issuer has not received further notices on the Settlement Process from the Concession Grantor. The revocation of the Autostrade Italia Concession, or the positive conclusion of the Settlement Process on different terms with respect to those described herein, 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 and the ability of the Issuer to meet its payment obligations under the Notes.

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.

Since the Morandi Bridge Collapse, the causes of which are yet to be identified as at the date of these Listing Particulars, Autostrade Italia has engaged in a series of exchanges and discussions with the Italian Government and the MIT to address the MIT’s allegations that, in the context of the Morandi Bridge Collapse, Autostrade Italia seriously breached its obligations under the Autostrade Italia Concession.

In this context, 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 MIT 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 MIT 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 the context of the Settlement Process, 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, which have not yet been approved by the CIPE as of the date of these Listing Particulars, 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 such amendments, or any amendments, to the Single Concession Contract and, if such amendments are entered into, there can be no assurance that there will not be changes, even significant, to the terms currently under discussion (as described above).

If Autostrade Italia and the MIT fail to agree upon the terms of the Settlement Process, the MIT could decide to proceed with the revocation of the Autostrade Italia Concession for the alleged serious breach of Autostrade Italia's obligations thereunder, which 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 2019 and for the six months ended 30 June 2020, the Group's toll revenue accounted for 87.2% and 87.8%, respectively, of the Group revenues. Among the Concessions held by the Group, in 2019 and for the six months ended 30 June 2020, the Autostrade Italia Concession accounted for approximately 92.2% 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*” 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 2019 and for the six months ended 30 June 2020, the Group generated €71.8 million and €30.2 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 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*” and “*Regulatory – Concessions of the Group’s Motorway Companies*”.

The Issuer expects not to be in compliance with one of the financial covenants under its indebtedness and is currently seeking a covenant holiday to avoid triggering cross-default clauses in its other indebtedness; however there can be no assurance that such covenant holiday will be obtained.

Based on its preliminary financial data for the year ended 31 December 2020, the Issuer expects not to be in compliance with a financial covenant under a CDP loan due in 2027 having an aggregate principal amount of €400 million (the “**2017 CDP Loan Facility**”) due to be calculated as of 31 December 2020. The Issuer currently expects to provide the compliance certificate following the approval of the consolidated financial statements relating to the year ended 31 December 2020, which is expected to occur on or about the last week of April 2021. The obligation to deliver the compliance certificate and the financial statements is subject to a 15 business day grace period. Upon receipt of the compliance certificate, CDP will then have the right to accelerate the 2017 CDP Loan Facility as specified below in the event of non-compliance with one or more financial covenants.

The Issuer has initiated discussions with CDP to obtain a covenant holiday for 2020 in connection with the financial covenants in the 2017 CDP Loan Facility as a result of the decrease in traffic due to the Covid-19 pandemic before the delivery of the compliance certificate relating to the consolidated financial statements relating to the year ended 31 December 2020, whose approval is expected in the last week of April 2021. There

can be no assurance that CDP will grant such covenant holiday, nor that it will be granted before the delivery of the compliance certificate. The Issuer may take one of the following steps to avoid an event of default under the 2017 CDP Loan Facility: (i) provide CDP with a bank guarantee in an amount equal to the principal amount of the 2017 CDP Loan Facility in accordance with the terms of the 2017 CDP Loan Facility and on other terms acceptable to CDP, within 30 calendar days of the delivery of the compliance certificate; or (ii) prepay the €400 million indebtedness due under the 2017 CDP Loan Facility.

If the Issuer does not take one of these steps and CDP notifies the Issuer that it elects to accelerate the 2017 CDP Loan Facility, the cross-default provisions under the terms of substantially all of the Group's outstanding indebtedness, including the Notes, will be triggered. This 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 also “- *The Group's leverage may have significant adverse financial and economic effects on the Group.*”

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. See “*Business Description of the Group — Legal Proceedings*” and “*Business Description of the Group — Recent Developments*”. In particular, following the Morandi Bridge Collapse, the Italian Government has initiated a procedure for the assessment of a serious breach of the Single Concession Contract, which may ultimately lead to the revocation of the Autostrade Italia Concession; such outcome could have a material adverse effect on the Group's business, financial condition and results of operations, as well as on the ability of the Issuer to repay its outstanding indebtedness. See also “— *Risks and uncertainties related to the going concern basis of the Issuer and the Group*”, “— *The Group is dependent on Concessions, and in particular the Autostrade Italia Concession, which account for substantially all of the Group's revenues*” 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*”.

In addition, 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, including with respect to the Morandi Bridge Collapse. 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 “organisational, 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 2020, the Group had accrued a €62 million¹ 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 results of operations or financial condition may be materially adversely affected.

¹ The amount of provisions for litigation as of 30 June 2020 is calculated as difference between provisions for disputes, liabilities and sundry charges (totalling €1,762 million) and provisions related to settlement agreement with MIT (totaling €1,700 million).

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 current holding company Atlantia may, by itself or in connection with the uncertainties surrounding the regulatory regime applicable to the Autostrade Italia Concession, the ongoing litigation connected to the Morandi Bridge Collapse and discussions with the Concession Grantor and the 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. While the Issuer benefits from a financial support arrangement for an amount up to €900 million entered into with Atlantia, there can be no assurance that such financial support will be sufficient to meet any cash shortfall that may arise as a result of the combination of the factors discussed above, nor that Atlantia will provide additional financial support to the Group in such instance. For a discussion of such factors, see “– *Risks and uncertainties related to the going concern basis of the Issuer and the Group*”. 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 Morandi 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 these Listing Particulars 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.

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 Issuer expects that the business and results of operations of the Group for 2020 have been, and will continue to be in 2021, 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 and the ability of the Issuer to meet its payment obligations under the Notes.

For further information on the impact of the Covid-19 health emergency on the Issuer's half-year results and the results for the nine months ended 30 September 2020, see "*Business Description of the Group — Recent Developments*", as well as and the 2020 Half Year Interim Report and the Q3 Press Release which are incorporated by reference into these Listing Particulars.

The Group's inspection and maintenance activities may be insufficient to detect and prevent structural problems in the infrastructure under its management, and the Group's motorway networks may also be exposed to geotechnical instability.

As at the date of these Listing Particulars, Autostrade Italia manages a complex motorway infrastructure, comprising a total of 1,947 (2,097 together with the other Motorway Companies) bridges and viaducts which are 10 or more metres in length and a total of 574 (634 together with the other Motorway Companies) arches for a total of 349 km (422 km together with the Motorway Companies) of tunnels, which on average were opened to traffic before 1970. In particular, Autostrade Italia manages 35% of tunnels on the motorway networks included in the EU Trans-European Transport Network identified pursuant Regulation (EU) No. 1315/2013.

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 of the Group's motorway networks. The Group's inability to detect in a timely fashion any defect and efficiently repair the infrastructure could result in risks regarding the road safety of the motorway assets and/ or could also impact the continuity of service of the Group's assets.

In addition, 1,727 km (representing more than 50%) of the motorways of the Italian Group Network 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 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. See also "*— The interruption of service on the Group's motorways could adversely affect the Group's revenues, results of operations and financial condition*".

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 competent authority, the imposition of fines and penalties and could expose the Group to legal proceedings and claims for damages. If the interruptions of services are attributable to negligent conduct (including omission) of Autostrade Italia or of the other relevant Motorway Companies, the MIT could – depending on the seriousness of the interruption and the relevant conduct of Autostrade Italia and/or of the relevant Motorway Companies – order the revocation of the relevant Concessions, the suspension of tariff adjustments and/or the application of sanctions or penalties. The occurrence of any such 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.

The disposal of Atlantia's stake in Autostrade Italia contemplated in the context of the ongoing discussions regarding the Settlement Process will require waivers and consents to be obtained in connection with the Group's outstanding indebtedness.

In the context of the ongoing discussion regarding the Settlement Process, on 14 December 2020 the board of directors of Atlantia approved the following transactions which are aimed at enabling Atlantia to dispose of its stake in ASPI:

- Atlantia's partial, proportional demerger in favour of ACC (the "**Demerger**") of ASPI's shares held by Atlantia representing 33.06% of ASPI's share capital. In connection with the Demerger, ACC will increase its share capital and the corresponding shares will be directly allocated to Atlantia's shareholders according to a ratio of one share in Atlantia to one share in ACC;
- Atlantia's transfer in kind to ACC of shares held by Atlantia representing 55% of ASPI's share capital (the "**Transfer**"). Following the Demerger and the Transfer, Atlantia expects to hold 62.77% of ACC's shares; however, Atlantia's actual shareholding following the Demerger and the Transfer will depend on the number of treasury shares held by Atlantia at the effective date of the Demerger and the Transfer; and
- the listing of ACC's shares on the *Mercato Telematico Azionario* managed by Borsa Italiana S.p.A. (the "**Listing**" and, together with the Transfer and the Demerger, the "**Transaction**").

Pursuant to the Transaction, Atlantia plans to sell to third parties, at market conditions, the 62.77% stake in ACC that Atlantia will hold as a result of the Demerger and the Transfer (the "**ACC Shares Sale**"). To this end, if by 31 March 2021 (the "**Deadline for Submission of the Offer for ACC Shares**"):

- no binding offer has been received, the Transaction as well as the ACC Shares Sale will not be completed and an announcement to this effect made to the market;
- one or more binding offers are received, the board of directors of Atlantia will express an opinion on such offers to be submitted to a meeting of shareholders to be held within 60 days of the Deadline for Submission of the Offer for ACC Shares to enable shareholders to resolve upon such offer(s).

Notwithstanding the foregoing, if Atlantia receives a new offer for the purchase of the entire 88.06% stake in ASPI from CDP and/or from other investors, the following will apply:

- if such offer is received before 15 January 2021 (i.e. the date of the shareholders' meeting convened to resolve on the Demerger), the board of directors of Atlantia will examine such offer and update the market on the outcome of its assessment, which will be submitted to the shareholders' meeting to be held on 15 January 2021; or
- if such offer is received after 15 January 2021 but before the effective date of the Demerger and in any case no later than 31 July 2021, subject to the board of directors of Atlantia confirming that such offer is in its interests, Atlantia will convene a new shareholders' meeting proposing the revocation of the Demerger.

For a detailed description of the above transactions, see "*Shareholders – Planned Disposal of Atlantia's stake in ASPI*".

As a condition to carry out such transactions, the Group will need to obtain waivers and consents from the required majority of its noteholders and lenders; the Group's failure to obtain such consents and waivers will result in Atlantia not being able to complete the Transaction, the ACC Shares Sale or the outright sale of ASPI.

In addition, before the disposal is completed, all the necessary steps will need to be taken for the release of the guarantees granted by Atlantia with respect to Autostrade Italia's indebtedness to become effective in accordance with the contractual documentation in relation to the Group's outstanding indebtedness, including obtaining any waivers and consents which may be required.

In addition, the information on the planned disposal of Atlantia's stake in ASPI is based on the information made publicly available by Atlantia as of the date of these Listing Particulars. Consequently, any actual disposal

of Atlantia's stake in ASPI may be carried out through a different process, or may contemplate additional or further steps which may have an impact on the Issuer, which could result in the Issuer being liable for additional indebtedness; this could, in turn, 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.

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 MIT and the MEF in relation to each Italian Motorway Concession. 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 MIT 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 these requests the Issuer has submitted an amended EFP on 19 November 2020, which is subject to the approval of the Concession Grantor. As of the date of these Listing Particulars, 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.

As a result of 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 introduction of restrictions on movement to limit the Covid-19 spread have materially decreased compared to the same period in 2019.

There can be no assurance that traffic volumes will 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 and the ability of the Issuer to meet its payment obligations under the Notes.

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.

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.

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 and the ability of the Issuer to meet its payment obligations under the Notes. See “*Regulatory — Concessions of the Group's Motorway Companies — The Autostrade Italia Concession*”.

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 authorisation 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 authorisation 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.

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 Morandi Bridge Collapse, the Group introduced extraordinary inspection activities for all infrastructure along its network which were carried out by a pool of external companies specialising 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 non-recurring maintenance programme for bridges and viaducts for the 2019-2023 period to over €370 million, with maintenance work taking place on approximately 530 structures throughout Italy.

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 MIT 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.

Risks related to the impact of the global financial crisis.

The performance of the Group is influenced by Italian and international macroeconomic conditions and the conditions of the financial markets in general, and in particular, by the stability and trends in the economies of Italy and the other geographical areas in which the Group conducts its activity.

A number of uncertainties remain in the current macroeconomic environment, namely: (a) the Covid-19 virus health emergency's impact on global growth and individual countries; (b) trends in the economy and the prospects of recovery and consolidation of the economies of countries like the US and China, which have shown consistent growth in recent years; (c) the outcome of the commercial dispute between the US and China, which could have an effect on international trade and therefore global production; (d) future development of the European Central Bank's ("ECB") monetary policy in the Euro area, the Federal Reserve System, and in the Dollar area, and the policies implemented by other countries aimed at promoting competitive devaluations of their currencies; (e) the sustainability of the sovereign debt of certain countries and related recurring tensions on the financial markets; and (f) the consequences and potential lingering uncertainties caused by the Brexit vote and its subsequent withdrawal from the European Union on 31 January 2020.

In addition, the global economy, the condition of the financial markets, adverse macroeconomic developments in the Group's primary markets and any future sovereign debt crisis in Europe may all significantly influence the Group's performance. The Group's earning capacity and stability can be affected by the overall economic situation and by the dynamics of the financial markets.

All of these factors, in particular in times of economic and financial crisis, could result in an increase in the Issuer's and/or the Group's borrowing costs, in a reduction of, or reduced growth in the Issuer's and/or the Group's ordinary business, in the decline in the Issuer's and/or the Group's asset values, which could have an adverse effect on the Group's business, results of operations or financial condition.

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 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 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.

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 Morandi 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 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 unauthorized 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 unauthorized 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.

Autostrade Italia has in the past 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.

Edizione S.r.l. ("**Edizione**") is the ultimate controlling shareholder of Autogrill S.p.A. ("**Autogrill**"), a company which owns and operates food and beverage and mini-market subcontracts along the Italian Group Network, and is the indirect parent company (holding 100%) of Sintonia S.p.A. ("**Sintonia**") as of 31 December 2016. As at the date of these Listing Particulars, Autogrill holds subcontracts for 49.8% of the Autostrade Italia's food and beverage services for travellers. See "*Business Description of the Group — Service Areas*" and "*Shareholders*".

As a result of the relationship between Edizione and Atlantia, the Italian Anti-Trust Authority has from time to time examined the business activities and relationships connected with Autostrade Italia's subcontract business. See "*Shareholders*". The Italian Anti-Trust Authority requires Autostrade Italia, among other things, to follow certain procedures for the grant of new subcontracts and the renewal of existing subcontracts for Non-Oil services. In particular, so long as Edizione is its majority shareholder, Autogrill may not hold more than 72% of the Group's food, beverage and retail subcontracts.

Autostrade Italia agreed to indemnify Edizione for certain liabilities incurred by Edizione as a result of non-compliance by Autostrade Italia with such procedures. If Edizione is fined as a result of an adverse decision, Autostrade Italia may, under the terms of the indemnification agreement, be required to indemnify Edizione and, consequently, may incur substantial costs. This could materially adversely affect the Group's results of operations or financial condition.

Risks Relating to an Investment in the Notes

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

As at 30 June 2020, the Group had approximately €10,656 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. See also “— *The Issuer expects not to be in compliance with one of the financial covenants under its indebtedness and is currently seeking a covenant holiday to avoid triggering cross-default clauses in its other indebtedness; however there can be no assurance that such covenant holiday will be obtained*”.

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 3 (*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.

Risk Factors Relating to the Notes

Factors which are material for the purpose of assessing the market risks associated with the Notes

Independent review and advice

Each prospective investor in the Notes must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Notes is fully consistent with its financial needs, objectives and condition, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it and is a fit, proper and suitable investment for it, notwithstanding the clear and substantial risks inherent in investing in or holding the Notes.

Each prospective investor should consult its own advisers as to legal, tax and related aspects of an investment in the Notes. A prospective investor may not rely on the Issuer or the Bookrunners or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to the other matters referred to above.

The Notes are complex instruments that may not be suitable for certain investors.

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

- have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in these Listing Particulars or any applicable supplement;
- 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;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency (see also "*—Risks relating to the market generally — If an investor holds Notes which are not denominated in the investor's home currency, he will be exposed to movements in exchange rates adversely affecting the value of his holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes*");
- understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The Notes contain an optional redemption feature, which is likely to limit their market value. During any period when the Issuer may elect to redeem the Notes, the market value of the Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem the Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor would generally 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.

Legality of Purchase

Neither the Issuer, the Bookrunners nor any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective investor, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

Risks relating to the Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

The credit rating of the Notes may not reflect the potential impact of all risks

The Notes are expected to be rated “Ba3” (Outlook Developing) by Moody’s, “BB-” (Developing Outlook) by S&P and “BB+” (Rating Watch Evolving) by Fitch. Each of Moody’s, S&P and Fitch is established in the European Union and is registered under the CRA Regulation as set out in the list of registered 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. Such 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. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

Any change in the credit ratings assigned to us and/or to the Notes may affect the market value of the Notes. Such change may, among other factors, be due to a change in the methodology applied by a rating agency to the rating securities with similar structures to the Notes, as opposed to any revaluation of our financial strength or other factors such as conditions affecting the financial services industry generally.

Early redemption of the Notes

In the event that the Issuer is 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 the Republic of Italy or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may pursuant to Condition 6.2 (*Redemption and Purchase—Redemption for Taxation Reasons*) redeem all outstanding Notes in accordance with the terms and conditions of the Notes (the “**Conditions**”).

In addition, pursuant to Condition 6.3 (*Redemption and Purchase—Redemption at the Option of the Issuer (Make-Whole Call)*), the Issuer may choose to redeem the Notes at make-whole at times when prevailing interest rates may be relatively low. With respect to the Clean-up Call Option in Condition 6.4 (*Redemption and Purchase—Redemption at the Option of the Issuer (Clean-Up Call)*), 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 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 of capital invested. Furthermore, the Issuer may also redeem all, but not some only, of the Notes at their principal amount together with interest accrued to but excluding the date of redemption, under Condition 6.5 (*Redemption at the Option of the Issuer (3-Months Par Call)*) from (and including) 15 October 2029 to the Maturity Date.

If the Issuer calls and redeems the Notes in the circumstances mentioned above, the Noteholders may not be able to reinvest the redemption proceeds in comparable securities offering a yield as high as that of the Notes. Prospective investors should consider reinvestment risk in light of other investments available at that time.

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, subject to compliance with Italian law, 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 and where allowed under applicable laws and regulations, 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 Conditions 13 (*Substitution*) and 14.3 (*Modification, Waiver, Authorisation and Determination*).

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 date of these Listing Particulars. In addition, Condition 14 (*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 date of these Listing Particulars 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.

Decisions at Noteholders' meetings bind all Noteholders

The Terms and Conditions of the Notes (at Condition 14 (*Meetings of Noteholders, Modification, Waiver, Authorisation and Determination*)) and the Trust Deed (at Schedule 3 (*Provisions for Meetings of Noteholders*)) contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally, including modifications to the terms and conditions relating to the Notes and the waiver of rights that might otherwise be exercisable against the Issuer. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend or were not represented at the relevant meeting and Noteholders who voted in a manner contrary to the majority. Any such modifications to the Notes may have an adverse impact on Noteholders' rights and on the market value of the Notes. See also “— *Noteholders' meeting provisions may change by operation of law or because of changes in the Issuer's circumstances*” below.

Noteholders' meeting provisions may change by operation of law or because of changes in the Issuer's circumstances

As mentioned in “— *The value of the Notes could be adversely affected by a change in English or Italian law or administrative practice*” above, the provisions relating to Noteholders' meetings (including quorums and voting majorities) are subject to compliance with certain mandatory provisions of Italian law, which may change during the life of the Notes. In addition, as currently drafted, the rules concerning Noteholders' meetings are intended to follow mandatory provisions of Italian law that apply to Noteholders' meetings where the issuer is an Italian listed company. Furthermore, certain Noteholders' meeting provisions could change as a result of amendments to the Issuer's By-laws.

Accordingly, Noteholders should not assume that the provisions relating to Noteholders' meetings contained in the Trust Deed and summarised in the Conditions will correctly reflect mandatory provisions of Italian law applicable to Noteholders' meetings at any future date during the life of the Notes.

Because the Global Notes are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the Issuer

The Notes will be represented by the Global Notes except in certain limited circumstances described in the Permanent Global Note. The Global Notes will be deposited with a common safekeeper for Euroclear and Clearstream, Luxembourg. Except in certain limited circumstances described in the Permanent Global Note, investors 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 the Global Notes, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg.

While the Notes are represented by the Global Notes, the Issuer will discharge its payment obligations under the Notes by making payments to or to the order of the common safekeeper for Euroclear and Clearstream, Luxembourg for distribution to their account holders. 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 Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes.

Holders of beneficial interests in the Global Notes will not have a direct right to vote in respect of the 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.

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 3 (*Negative Pledge*), do not contain any restriction on the giving of security by the Issuer and its Material Subsidiaries (as defined in the Conditions of the Notes) 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 9(i) (*Change of Business*). In the event the Group was to enter into such a transaction, Noteholders could be materially and adversely affected.

Investors who hold less than the minimum specified denomination may be unable to sell their Notes and may be adversely affected if definitive Notes are subsequently required to be issued

The Notes have denominations consisting of the minimum specified denomination of €100,000 plus one or more higher integral multiples of €1,000 in excess thereof up to and including €99,000 and as such it is possible that such Notes may be traded in amounts in excess of the minimum specified denomination that are not integral multiples of such minimum specified denomination. In such a case, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum specified denomination in his account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum specified denomination such that its holding amounts to a specified denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum specified denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would

need to purchase a principal amount of Notes at or in excess of the minimum specified denomination such that its holding amounts to a specified denomination.

If such Notes in definitive form are issued, holders 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.

Risks relating to the market generally

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell his Notes

The Notes are new securities which may not be widely distributed and for which there is currently no active trading market. If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. Although application has been made for the Notes to be admitted to the Official List of Euronext Dublin and to trading on the Global Exchange Market, there is no assurance that an active trading market will develop, and if a market does develop, it may not be very liquid.

Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. In addition, liquidity may be limited if the Issuer makes large allocations to a limited number of investors.

If an investor holds Notes which are not denominated in the investor's home currency, he will be exposed to movements in exchange rates adversely affecting the value of his holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes

The Issuer will pay principal and interest on the Notes in euro. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the euro. These include the risk that exchange rates may significantly change (including changes due to devaluation of the euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls.

An appreciation in the value of the Investor's Currency relative to the euro would decrease (a) the Investor's Currency-equivalent yield on the Notes, (b) the Investor's Currency-equivalent value of the principal payable on the Notes and (c) the Investor'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 or the ability of the Issuer to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

Investment in the Notes, which bear a fixed rate of interest, involves the risk that if market interest rates subsequently increase above the rate paid on the Notes, this will adversely affect the value of the Notes. While the nominal interest rate of a security with a fixed interest rate is fixed during the life of such security or during a certain period of time, market interest rates typically change on a daily basis. As market interest rates change, the price of such security changes in the opposite direction. If market interest rates increase, the price of such security typically falls, until the yield of such security is approximately equal to the prevailing market interest rate. Conversely, if market interest rates fall, the price of a security with a fixed interest rate typically increases, until the yield of such security is approximately equal to the prevailing market interest rate. Investors should be aware that the market price of the Notes may fall as a result of movements in market interest rates.

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 (a) the Notes are legal investments for it, (b) the Notes can be used as collateral for various types of borrowing and (c) other restrictions apply to its purchase or pledge of any Notes.

Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

OVERVIEW OF THE OFFERING

This section is a general description of the offering of the Notes. The following description does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of these Listing Particulars and, in relation to the terms and conditions of the Notes. Words and expressions defined or used in “Terms and Conditions of the Notes” below shall have the same meanings in this summary.

“ Issuer ”	Autostrade per l’Italia S.p.A.
“ Legal Entity Identifier of the Issuer ”	815600149448CEB9B230
“ Notes offered ”	€1,000,000,000 2.000 per cent. Senior Notes due 15 January 2030.
“ Issue Date ”	15 January 2021.
“ Issue Price ”	99.099 per cent. of the principal amount of the Notes.
“ Maturity Date ”	15 January 2030.
“ Interest Rate ”	The Notes will bear interest from and including the Issue Date (as defined below) to but excluding the Maturity Date at the rate of 2.000 per cent. <i>per annum</i> .
“ Interest Payment Date ”	Interest will be payable annually in arrear on 15 January in each year, commencing on 15 January 2022.
“ Form of the Notes ”	The Notes will be issued in bearer form. The Notes will initially be in the form of the Temporary Global Note, exchangeable for the Permanent Global Note which may be exchanged for Definitive Notes in the limited circumstances set out in the Permanent Global Note. See “ <i>Summary of Provisions Relating to the Notes while Represented by the Global Notes</i> ”. It is intended that the Notes will be held in a manner which would allow Eurosystem eligibility.
“ Denomination of Notes ”	The Notes are in bearer form, serially numbered, in the denominations of €100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000. No Notes in definitive form will be issued with a denomination above €199,000. Each Note will be issued with Coupons attached on issue.
“ Global Coordinator and Sole Active Bookrunner ”	Morgan Stanley & Co. International plc.
“ Other Bookrunners ”	Banca Akros S.p.A. – Gruppo Banco BPM BNP Paribas Goldman Sachs International Intesa Sanpaolo S.p.A. Mediobanca – Banca di Credito Finanziario S.p.A. Natixis UniCredit Bank AG Unione di Banche Italiane S.p.A.
“ Trustee ”	BNY Mellon Corporate Trustee Services Limited.

“Principal Paying Agent”	The Bank of New York Mellon, London Branch.
“Currency”	Euro.
“Clearing Systems”	<p>The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg and have been attributed the following codes:</p> <p>ISIN: XS2278566299</p> <p>Common Code: 227856629</p> <p>CFI: DBFNFB, as updated, as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sources from the responsible National Numbering Agency that assigned the ISIN.</p> <p>FISN: AUTOSTRADE PER/2.25EUR NT 20300115, as updated, as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sources from the responsible National Numbering Agency that assigned the ISIN.</p>
“Tax Redemption”	The Notes may be redeemed at the option of the Issuer in whole, but not in part, 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 principal amount (together with interest accrued to the Optional Redemption Date), in the event of certain changes affecting the taxation in the Relevant Jurisdiction, as further described in Condition 6.2 (<i>Redemption for Taxation Reasons</i>).
“Redemption at the Option of the Issuer (Make-Whole Call)”	The Issuer may, having given (a) not less than 15 nor more than 30 days’ notice to the Noteholders in accordance with Condition 12 (<i>Notices</i>), and (b) notice to the Trustee and the Principal Paying Agent not less than 15 days before the giving of the notice referred to in (a) above (which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all of the Notes or, subject as provided in Condition 6.6 (<i>Provisions Relating to Partial Redemption</i>), some only, at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. See Condition 6.3 (<i>Redemption at the Option of the Issuer (Make-Whole Call)</i>).
“Redemption at the Option of the Issuer (Clean-Up Call)”	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 but subject to having given not less than thirty (30) nor more than sixty (60) days’ notice to the Noteholders in accordance with Condition 12 (<i>Notices</i>) (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the outstanding Notes, at their principal amount, together with interest accrued to (but excluding) the Optional Redemption Date. See Condition 6.4 (<i>Redemption at the Option of the Issuer (Clean-Up Call)</i>).
“Redemption at the Option of the Issuer (3-Months Par Call)”	The Issuer may, at its option, from (and including) 15 October 2029 to (but excluding) the Maturity Date, subject to having given not less than 15 nor more than 30 days’ notice to the Noteholders in accordance with Condition 12 (<i>Notices</i>) (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the outstanding Notes, at their principal amount, together with interest accrued to (but excluding) the Optional Redemption Date. See Condition 6.5 (<i>Redemption at the Option of the Issuer (3-Months Par Call)</i>).

“Redemption at the Option of the Holders 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 Concession Event or a Trigger Event occurs, then, unless at any time the Issuer shall have given a notice under Condition 6.2 (*Redemption for Taxation Reasons*), Condition 6.3 (*Redemption at the Option of the Issuer (Make-Whole Call)*), Condition 6.4 (*Redemption at the Option of the Issuer (Clean-Up Call)*) or Condition 6.5 (*Redemption at the Option of the Issuer (3-Months Par Call)*) in respect of the Notes, in each case expiring prior to the Relevant Event Date, each Noteholder will, upon the giving of a Relevant Event Notice, 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 to (but excluding) the Relevant Event Date. See Condition 6.7 (*Redemption at the Option of the Holders on the Occurrence of a Relevant Event*). As further detailed in Condition 6.7 (*Redemption at the Option of the Holders on the occurrence of a Relevant Event*), 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.

“Withholding Tax”

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 on behalf of any of the Republic of Italy (or any jurisdiction of incorporation of any successor of the Issuer) or any political subdivision or any authority therein or thereof having power to tax, or any other taxing jurisdiction or any political subdivision or any authority therein or thereof having power to tax to which payments made by the Issuer (or any of the successor of the Issuer) of principal and interest on the Notes or the Coupons become generally subject, 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, in each case subject to certain exceptions, as further described in Condition 7 (*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 Condition 13 (*Substitution*) and in the Trust Deed.

“Negative Pledge”

Applicable, see Condition 3 (*Negative Pledge*).

“Cross Acceleration”

Applicable, see Condition 9 (*Events of Default*).

“Status of the Notes”	The Notes constitute “ <i>obbligazioni</i> ” 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 3 (<i>Negative Pledge</i>) unsecured obligations of the Issuer and shall at all times rank <i>pari passu</i> and without any preference among themselves and at least <i>pari passu</i> 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”	<p>Application has been made to Euronext Dublin for the Notes to be admitted to listing on the Official List and trading on the Global Exchange Market, which is the exchange regulated market of Euronext Dublin. The Global Exchange Market is not a regulated market for the purposes of MiFID II.</p> <p>These Listing Particulars do not constitute a prospectus for the purposes of Regulation (EU) No. 2017/1129 of 14 June 2017, as amended.</p>
“Listing Agent”	Arthur Cox Listing Services Limited.
“Governing Law”	The Notes 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 relating to the meetings of Noteholders and the Noteholders’ Representative.
“Ratings”	The Notes are expected to be rated “Ba3” by Moody’s, “BB-” by S&P and “BB+” by Fitch. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.
“Selling Restrictions”	United States, the European Economic Area (including Italy), the United Kingdom, Switzerland, Hong Kong, Singapore and Canada, as further described under “ <i>Subscription and Sale and Transfer and Selling Restrictions</i> ” below.
“Risk Factors”	<p>An investment in Notes involves certain risks. Prospective investors should have regard to the factors described under the heading “<i>Risk Factors</i>” beginning on page 1 of these Listing Particulars, including in particular:</p> <ul style="list-style-type: none"> • Risks and uncertainties related to the going concern basis of the Issuer and the Group; and • 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.

INCORPORATION BY REFERENCE

These Listing Particulars 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, shall be incorporated in, and form part of, these Listing Particulars:

- (a) the English translation of the audited consolidated annual financial statements of Autostrade Italia as at and for the years ended 31 December 2018 with the accompanying notes and auditors' reports (the **"2018 Financial Statements"**) (which is available on the website of the Issuer at: https://www.autostrade.it/documents/15973596/33319387/annual_report_2018COMPLETA.pdf) and the English translation of the audited consolidated annual financial statements of Autostrade Italia as at and for the years ended 31 December 2019 with the accompanying notes and auditors' reports (the **"2019 Financial Statements"**) (which is available on the website of the Issuer at: https://www.autostrade.it/documents/10279/4408513/RFA_2019_Gruppo_Autostrade_per_l'Italia_Bozza_completa_ING.pdf), including the information set out at the following pages in particular:

	As at 31 December	
	2018	2019
Audited consolidated annual financial statements of the Issuer		
Consolidated results of operations.....	Pages 25 – 29	Pages 34 – 38
Consolidated financial position	Pages 30 – 35	Pages 39 – 44
Consolidated cash flow	Pages 36 – 37	Pages 45 – 46
Reconciliation of the reclassified and statutory financial statements.....	Pages 38 – 42	Pages 47 – 51
		Pages 120 –
Risk management	N/A	123
Consolidated statement of financial position.....	Pages 120-121	Pages 150-151
Consolidated income statement	Page 122	Page 152
Consolidated statement of comprehensive income.....	Page 123	Page 153
Statement of changes in consolidated equity	Page 124	Page 154
Consolidated statement of cash flow	Page 125	Page 155
Additional information on the statement of cash flow.....	Page 126	Page 156
Reconciliation of net cash and cash equivalents.....	Page 126	Page 156
Notes to the consolidated financial statements	Pages 127-208	Pages 157-254
Auditors' report	Pages 348-365	Pages 410-424

- (b) the English translation unaudited condensed consolidated semi-annual financial statements of Autostrade Italia as at and for the six months ended 30 June 2020 with the accompanying notes and auditors' reports (the **"2020 Half Year Interim Report"**) (which is available on the website of the Issuer at: http://www.autostrade.it/documents/10279/4408513/Relazione_finanziaria_semestrale_2020_ASPI_e_n.pdf), including the information set out at the following pages in particular:

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

- (c) the English translation of the press release dated 13 November 2020 containing the unaudited condensed consolidated interim results of Autostrade Italia as at and for the nine months ended on 30 September 2020 (the **"Q3 Press Release"**) (which is available on the website of the Issuer at:

http://www.autostrade.it/documents/10291/44017664/ASPI+9M2020_ING.pdf/b3467ec0-24b2-4586-9f70-8b5cba533676).

The 2018 Financial Statements and the 2019 Financial Statements are prepared in accordance with IFRS and have been audited, without qualification, by the Issuer's independent auditors, Deloitte and Touche S.p.A. For information on the going concern assumption in relation to the 2019 Financial Statements and the 2020 Half Year Interim Report, see "*Presentation of Financial and Other Data*".

Any information not listed in the cross-reference tables above but included in the documents incorporated by reference in these Listing Particulars are either deemed not relevant for an investor or are otherwise covered elsewhere in these Listing Particulars. 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. Any statement contained in a document or part of a document that is incorporated by reference herein shall be deemed modified or superseded to the extent a statement contained herein 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 these Listing Particulars. References to these Listing Particulars shall be taken to mean this document.

All the documents incorporated by reference in these Listing Particulars have been filed with Euronext Dublin. Copies of the documents incorporated by reference in these Listing Particulars can be obtained free of charge from the registered office of the Issuer, from the specified office of the Principal Paying Agent for the time being in London and from the website of the Issuer (or any other website which may replace such website as communicated by the Issuer to the Noteholders pursuant to the Conditions).

The documents incorporated by reference in these Listing Particulars referred to above, together (where applicable) with the audit reports thereon, are available both in the Italian language original and in English. The English language versions represent a direct translation from the Italian language documents. In the event that there are any inconsistencies or discrepancies between the Italian language versions and the English translations thereof, the original Italian language versions shall prevail.

PRESENTATION OF FINANCIAL AND OTHER DATA

General

Unless otherwise indicated or where the context requires otherwise, references in these Listing Particulars 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.

Basis of preparation of (i) the audited consolidated and non-consolidated financial statements of ASPI as at and for the year ended 31 December 2019 and (ii) the unaudited consolidated semi-annual financial statements of ASPI as at and for the six months ended 30 June 2020

The Issuer has prepared its audited consolidated and non-consolidated financial statements as at and for the year ended 31 December 2019, unaudited consolidated semi-annual financial statements as at and for the six months ended 30 June 2020 and unaudited condensed consolidated results for the nine months ended 30 September 2020 on a going concern basis, despite material uncertainties that may cast significant doubt on the application of the going concern assumption, primarily connected with the content, procedures and timing of the process involved in concluding the agreements with the Italian Government. See “*Business Description of the Group – Recent Developments*”.

These uncertainties emerge from an assessment of both the risks affecting ASPI’s ability to operate as a going concern and the elements enabling the Issuer to mitigate such risks. The elements requiring careful assessment with regard to the Company’s ability to continue to operate as a going concern for a period of at least twelve months following approval of the relevant financial statements are the following:

- the outstanding procedure initiated by the Concession Grantor after the Morandi Bridge Collapse and the ensuing discussions between Autostrade Italia and the Concession Grantor as well as the ongoing 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 Morandi Bridge Collapse; (ii) certain amendments to the Single Concession Contract; and (iii) the approval of Autostrade Italia Concession’s EFP (for additional information, see “*Business Description of the Group – Legal Proceedings*” and “*Business Description of the Group – Recent Developments*”). 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 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 EIB and 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 2020, amounting to approximately €2.1 billion, with approximately €1.7 billion, including early repayment penalties, guaranteed by Atlantia). 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, once issued, the Notes. 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 investment 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*”.

For additional information on the going concern analysis carried out by the Issuer, please refer to the paragraph entitled “*Going-concern uncertainties and assessment conducted by the Company*” on page 75 of the unaudited consolidated semi-annual financial statements of Autostrade Italia as at and for the six months ended 30 June 2020 (which is incorporated by reference into these Listing Particulars), the paragraph entitled “*Going-concern uncertainties and assessment conducted by the Company*” on page 159 of the audited consolidated financial statements as at and for the year ended 31 December 2019 (which is incorporated by reference into these Listing Particulars), pages 2 and 3 of the Q3 Press Release (which is incorporated by reference into these Listing Particulars) as well as “*Risk Factors – Risks and uncertainties related to the going concern basis of the Issuer and the Group*”.

The auditors' reports to the 2019 Financial Statements and the 2020 Half Year Interim Report highlight the material uncertainties related to ASPI's going concern. For additional information, please refer to (i) the auditors' report set out in pages 410-425 of the 2019 Financial Statements, which is incorporated by reference into these Listing Particulars, and (ii) the auditors' review report set out in pages 149 – 150 of the 2020 Half Year Interim Report, which is incorporated by reference into these Listing Particulars.

Non-IFRS financial measures

The documents incorporated by reference in these Listing Particulars 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, Capital Expenditure and Free Cash Flow Conversion. 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 net operating costs, which do not include the amortisation, depreciation, impairment losses and reversals of impairment losses, the operating change in provisions and other adjustments, from operating revenue;
- EBITDA Like-for-Like is calculated by adjusting EBITDA by excluding, where present, the impact of: (i) the difference arisen from the different discount rates applied to the provisions accounted for among the Group's liabilities; and (ii) events and/or transactions not strictly connected with operating activities that have an appreciable influence on amounts for at least one of the two comparative periods; In particular, in 2018 the main adjustment was related to the impact of the Morandi Bridge Collapse (€09 million), while in 2019 the main adjustment was related to the provisions set aside by the Issuer in connection with the Settlement Process (€1,500 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 Morandi Bridge Collapse (equal to €19 million in 2019 and €(7) million in 2018; no impact in 2017);
- Operating Cash Flow is calculated as the algebraical sum of the following items: (i) profit/(loss) for the period; (ii) depreciation; (iii) write-downs/asset value restorations; (iv) provisions of funds, releases for surpluses and operational uses of funds; (v) other amending appropriations; (vi) financial charges from discounting of funds; (vii) share of loss/profit of holdings accounted for according to the equity method; (viii) losses/capital gains from disposal of assets; (ix) other non-monetary charges/income; and (x) deferred/advance taxes detected in the income statement;
- 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) changes in exchange rates on the value of assets and liabilities denominated in functional currencies other than the euro; 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 two comparative periods; In particular, in 2018 and 2019 the main adjustment was related to the impact of the Morandi Bridge Collapse (€45 million and €234 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 of cash used in investment in property, plant and equipment, in assets held under concession and in other intangible assets, excluding investment linked to transactions involving investees;
- Free Cash Flow Conversion is calculated as the ratio of Free Cash Flow and EBITDA.

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 these Listing Particulars, 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

The proceeds of the Notes will be used 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.

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.

Autostrade Italia is currently a subsidiary of Atlantia S.p.A., a global infrastructure holding company operating 15,000 km of roads in 24 countries, with a proven track-record in infrastructure sector and, in particular, in toll roads. As of 30 June 2020, 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. For additional information in connection with the planned disposal by Atlantia of its shares in Autostrade Italia, see "*Risk Factors – The disposal of Atlantia's stake in Autostrade Italia contemplated in the context of the ongoing discussions regarding the Settlement Process will require waivers and consents to be obtained in connection with the Group's outstanding indebtedness*" and "*Shareholders – Planned Disposal of Atlantia's stake in ASPF*".

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 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
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). Autostrade Italia has no other managing body.

Board of Statutory Auditors

The current Board of Statutory Auditors (*Collegio Sindacale*) of Autostrade Italia was appointed on 20 April 2018, except for Mr. Donato Liguori, who was appointed on 11 December 2020 by the Concession Grantor, and Mr. Lorenzo De Angelis, who was appointed on 23 December 2020, in each case 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 2020.

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 Ponaccio 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 operator².

In 2019, the Group reported total revenue of €4,231.1 million and loss for the period of €268.4 million. In the first six months of 2020, the Group had total revenue of €1,328.5 million compared to €2,037.9 million in the same period of 2019 and loss for the period of €479 million compared to a profit of €430 million in the same period of 2019.

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 MIT 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 MIT. 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 3,019 kilometres³ 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 2019, 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 2019, carried approximately 59% of the total traffic volume on the Italian toll motorway system.

The Group derives approximately 90% of its revenue from tolls paid in Italy by users of its network. For the year ended 31 December 2019, revenues from tolls paid in Italy by the users of the Italian Group Network were €3,690 million (including €384.9 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 87.2% (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*”.

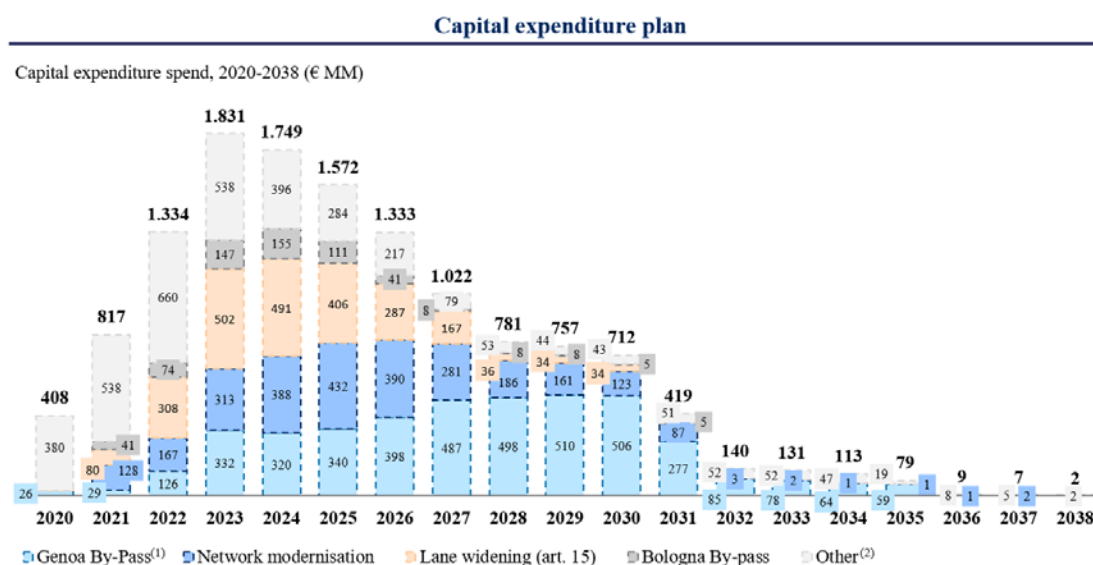
² Source: AISCAT: “Summary of Italian motorway network under concession as of 31 December 2019” (“*Quadro riassuntivo della rete autostradale in concessione al 31.12.2019*”).

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 €13.2 billion for the period 2020-2038, *provided that* it has already invested approximately €13.3 billion as of December 2019. This capital expenditures plan consisting of €13.2 billion of new investments is included in the proposed EFP submitted to the Concession Grantor on 19 November 2019 (which is subject to the approval of the Concession Grantor) 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; and (iv) other investments on the toll motorway infrastructure, accounting for 44% of the capital expenditure plan for the period 2020-2038. Moreover, Autostrade Italia’s maintenance plan consists of €7 billion of investments (including additional investments for the demolition, reconstruction and other additional costs related to the Morandi bridge in 2020 (equal to €172 million) and in 2021 (equal to €200 million)) 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.

The following chart sets forth the capital expenditure programme of Autostrade Italia for the period 2020-2038, as included in the EFP currently subject to approval of the MIT. See “Regulatory – Concessions of the Group’s Motorway Companies – The Autostrade Italia Concession”. No significant capital expenditure plan is envisaged for the other Motorway Companies of the Group.



(1) Including the San Benigno interchange.

(2) Including barriers and other minor investments.

Autostrade Italia has increased its expenditure in maintenance, safety and traffic plans on the Italian Group Network during the period 2017-2019, investing €312 million, €303 million €397 million⁴, 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 89.5% and 88.3% (in each case excluding consolidated adjustments) of the Group's revenue in 2019 and for the six months ended 30 June 2020. See "*Regulatory — Concessions of the Group's Motorway Companies — The Autostrade Italia Concession*". Following the Morandi Bridge Collapse, the Italian Government has initiated a procedure for the assessment of a serious breach of the Single Concession Contract, which may ultimately lead to the revocation of the Autostrade Italia Concession; Autostrade Italia is discussing with the Italian Government and the MIT the terms of the Settlement Process, which are aimed at avoiding the revocation of the Autostrade Italia Concession. 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 MIT 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 MIT'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 may be appealed before the Council of State within 30 days of its notification to the parties involved (or within three months of its deposit, in case the decision is not notified). 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*".

As at 30 June 2020, the Group had 6,427 employees, compared to 6,690 employees as of 30 June 2019.

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).

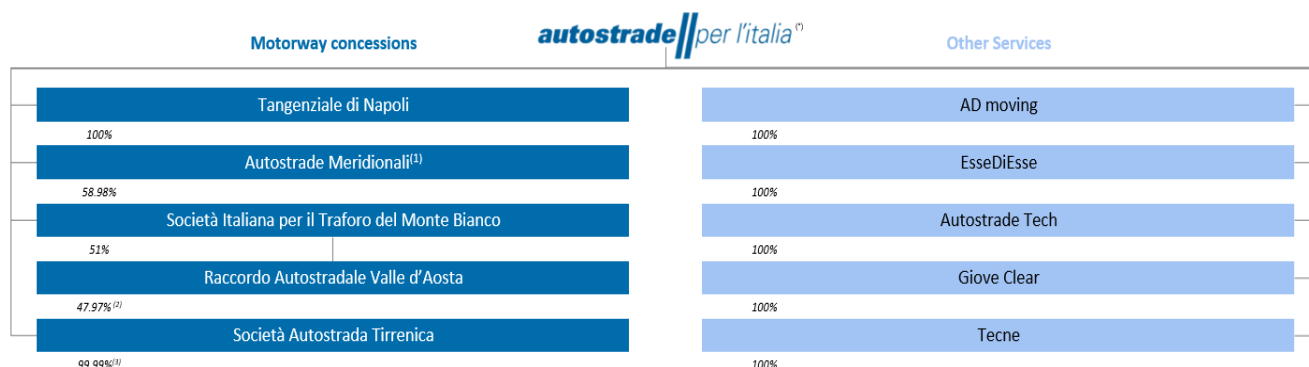
⁴ For the year ended 31 December 2019, maintenance expenditure does not include €226 million in costs relating to reconstruction of the Morandi bridge.

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 these Listing Particulars, 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.

The following chart sets forth the ownership structure of the principal companies within the Group as at the date of these Listing Particulars.



(1) 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.

(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) The percentage of interest in share capital refers to the interest in terms of the total number of shares in issue.

(*) The above chart only sets out the principal companies of the Group as of the date of these Listing Particulars.

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 2018 and 2019 and for the six months ended 30 June 2019 and 2020.

	Year ended 31 December			
	2018		2019	
	Unaudited (€ in millions)	% of Group Revenue	Audited (€ in millions)	% of Group Revenue
Motorway Activities ⁽¹⁾	3,657.7	87.6	3,690.3	87.2
Service Areas ⁽²⁾	178.6	4.3	171.8	4.1
Other Business Activities ⁽³⁾	339.3	8.1	369.0	8.7
Total	4,175.6	100.0	4,231.1	100.0

	Six months ended 30 June			
	2019		2020	
	Unaudited (€ in millions)	% of Group Revenue	Unaudited (€ in millions)	% of Group Revenue
Motorway Activities ⁽¹⁾	1,761.2	86.4	1,167.0	87.8
Service Areas ⁽²⁾	83.4	4.1	30.2	2.3
Other Business Activities ⁽³⁾	193.3	9.5	131.3	9.9
Total	2,037.9	100.0	1,328.5	100.0

- (1) Revenues from motorway activities are composed of toll revenue. The Additional Concession Fee for the years ended 31 December 2018 and 31 December 2019 recognised as Group revenue was equal to €381.0 million and €384.9 million, respectively. The Additional Concession Fee for the six months ended 30 June 2019 and 30 June 2020 recognised as Group revenue was equal to €184.4 million and €23.7 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 2017, 2018 and 2019.

	As of December 31,		
	2017	2018	2019
	(in € Bn, except for margins which are expressed in %)		
EBITDA	2,452	1,991	710
EBITDA Like-for-Like ⁽¹⁾	2,450	2,477	2,231
EBITDA Margin	62.2%	49.7%	17.4%
EBITDA Margin Like-for-Like	62.1%	61.8%	54.9%
Operating Cash Flow	1,715	1,710	1,436
Operating Cash Flow Like-for-Like ⁽¹⁾	1,674	1,753	1,703
Operating Cash Flow Margin	43.5%	42.7%	35.2%
Operating Cash Flow Like-for-Like Margin	42.4%	43.7%	41.9%
Free Cash Flow	1,896	1,398	1,651 ⁽²⁾

- (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:

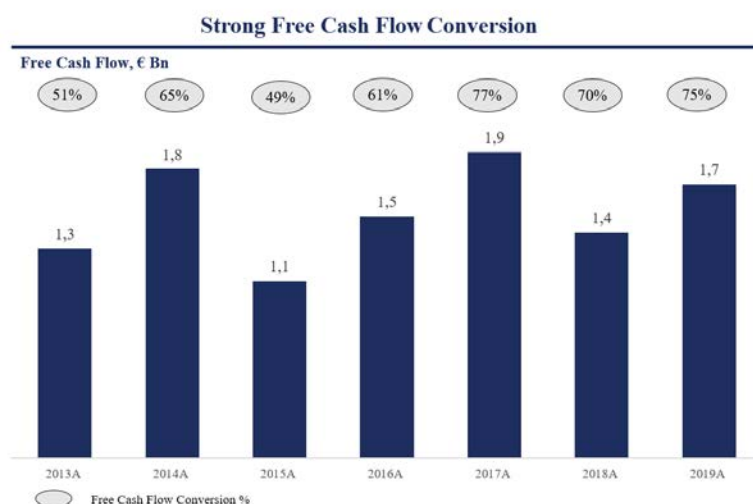
	As of December 31,		
	2017	2018	2019
		(in € million)	
EBITDA.....	2,452	1,991	710
Impact connected with the Morandi Bridge Collapse ^(a)	-	509	-1
Provisions in connection with the Settlement Process ^(b)	-	-	1,500
Differences in discount rates applied to provisions ^(c)	-2	-23	22
EBITDA Like-for-Like	2,450	2,477	2,231

	As of December 31,		
	2017	2018	2019
		(in € million)	
Operating Cash Flow.....	1,715	1,710	1,436
Change in scope of consolidation ^(d)	-57	-	1
Impact connected with the Morandi Bridge Collapse ^(a)	-	45	234
Change in discount rate applied to provisions ^(c)	-	-2	-
3.5% IRES surtax on motorway operators ^(e)	-	-	32
Impact on profit or loss of issue and accompanying partial repurchase of certain bonds (September 2017) ^(f)	16	-	-
Operating Cash Flow Like-for-Like.....	1,674	1,753	1,703

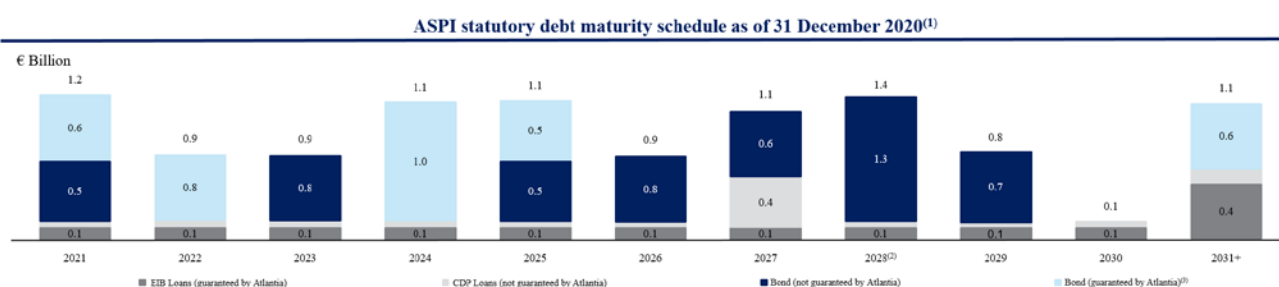
- (a) The item represents the after-tax impact on the income statement and on operating cash flow of the reduction in toll revenue, the insurance proceeds and the charges and provisions recognised as a result of the Morandi Bridge Collapse.
- (b) The item represents the impact on the income statement of the estimated additional costs to be incurred in order to resolve the dispute with the MIT.
- (c) The item represents the after-tax impact of the difference arisen from the different discount rates applied to the provisions accounted for among the Group's liabilities.
- (d) The item represents the contributions of the companies deconsolidated (Autostrade Indian Infrastructure, Autostrade dell'Atlantico and the related subsidiaries) as part of the Group's reorganisation.
- (e) The item represents the overall impact linked to the increase in current tax expense and reassessment of the deferred tax assets and liabilities of operators resulting from the IRES surtax introduced with effect from 2019.
- (f) The item represents the net financial expenses linked to the issue and accompanying partial repurchase of certain bonds by Autostrade per l'Italia in September 2017.

- (2) Free Cash Flow Conversion is calculated as EBITDA – Capital Expenditure / EBITDA. For the purpose of this chart, EBITDA in respect of the year ended 31 December 2019 is calculated as net debt / EBITDA pro-forma (excluding EBITDA impact of €1.5 billion provisions for the Morandi Bridge Collapse).

The following table provides the Free Cash Flow Conversion⁵ of Autostrade Italia from the year ended 31 December 2013 to the year ended 31 December 2019.



The following chart provides the Autostrade Italia maturity schedule in respect of its indebtedness represented by bank loans and bond issuances as of 31 December 2020.



- (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, of which €1.3 billion guaranteed by Atlantia (data as of 31 December 2020). Unless a covenant holiday for 2020 is obtained from CDP or the Issuer takes other actions as specified in the paragraphs below, failure to comply with the financial covenants under the 2017 CDP Loan Facility with respect to the 31 December 2020 testing date as shown in the relevant compliance certificate (to be delivered following the approval of the 2020 financial statements, expected to occur on or around the last week of April 2021), would result in CDP having the right to accelerate the 2017 CDP Loan Facility.
- (2) Including the €1.250 billion bond issuance completed in December 2020. See “– Recent Developments”.
- (3) After cross-currency hedging for GBP and JPY denominated bonds.

The indebtedness represented by the 2017 CDP Loan Facility requires Autostrade Italia to comply with certain financial covenants, to be calculated with respect to the financial situation of the Group as of 31 December in each year as shown in the relevant consolidated financial statements. Based on its preliminary financial data for the year ended 31 December 2020, the Issuer expects not to be in compliance with a financial covenant under the 2017 CDP Loan Facility due to be calculated as of 31 December 2020. The Issuer currently expects to provide the compliance certificate following the approval of the financial statements relating to the year ended 31 December 2020, which is expected to occur on or about the last week of 2021. The obligation to deliver the compliance certificate and the financial statements is subject to a 15 business day grace period. Upon receipt of the compliance certificate, CDP will have the right to accelerate the 2017 CDP Loan Facility in the event of non-compliance with one or more financial covenants, as specified below.

⁵ Free Cash Flow Conversion is calculated as EBITDA – Capital Expenditure / EBITDA. For the purpose of this chart, EBITDA in respect of the year ended 31 December 2019 is calculated as net debt / EBITDA pro-forma (excluding EBITDA impact of €1.5 billion provisions for the Morandi Bridge Collapse).

The Issuer has initiated discussions with CDP to obtain a covenant holiday for 2020 in connection with the financial covenants in the 2017 CDP Loan Facility as a result of the decrease in traffic due to the Covid-19 pandemic before the delivery of the compliance certificate relating to the consolidated financial statements relating to the year ended 31 December 2020, whose approval is expected in the last week of April 2021. There can be no assurance that CDP will grant such covenant holiday, nor that it will be granted before the delivery of the compliance certificate. The Issuer may take one of the following steps to avoid an event of default under the 2017 CDP Loan Facility: (i) provide CDP with a bank guarantee in an amount equal to the principal amount of the 2017 CDP Loan Facility in accordance with the terms of the 2017 CDP Loan Facility and on other terms acceptable to CDP, within 30 calendar days of the delivery of the compliance certificate; or (ii) prepay the €400 million indebtedness due under the 2017 CDP Loan Facility.

If the Issuer does not take one of these steps and CDP notifies the Issuer that it elects to accelerate the 2017 CDP Loan Facility, the cross-default provisions under the terms of substantially all of the Group's outstanding indebtedness, including the Notes, will be triggered. See *“Risk Factors - Risks Relating to the Business of the Group - The Issuer expects not to be in compliance with one of the financial covenants under its indebtedness and is currently seeking a covenant holiday to avoid triggering cross-default clauses in its other indebtedness; however there can be no assurance that such covenant holiday will be obtained”*.

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 87.2% of the Group's revenue in the year ended 31 December 2019. For the six months ended 30 June 2020, the Group generated total toll revenues of €1,167 million (amounting to 87.8% of total Group revenue) compared to €1,761 million in the same period of 2019, representing 86.4% of total Group revenue. The decline in revenues in the first half of 2020 is due to a significant reduction in traffic on the Italian Group Network as a result of the containment measures adopted 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 Transport⁶, in 2019 transportation by road comprised 54.5% of the total traffic of goods and 90.7% 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 6,965.4 kilometres of motorways, 6,026.1 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 3,946.7 kilometres of the Italian Motorway Network are managed partly by other motorway concessionaires (3,007.4 kilometres) and partly by ANAS (939.3 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 concessionaires:

- **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 32.4 km for the operation of the highway connecting Aosta to Mont Blanc. The Concession will expire in 2032.

⁶ Source: Ministry of Infrastructure and Transport: *“Conto Nazionale delle Infrastrutture e dei Trasporti 2018 – 2019”*.

- **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.
- **Società 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 54.6 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 2020, 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 (exclusive of Strada dei Parchi and SAT). 18 oil service, five 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 2018 and 31 December 2019 and the six months ended 30 June 2019 and 2020.

	Year ended 31 December		Six months ended 30 June	
	2018	2019	2019	2020
	Unaudited (€ in millions)			
<i>Group royalties in Italy, of which</i>				
Petrol sales and car services	74	68.9	34.1	12.9
Food and beverages and sales of goods.....	101.6	100.4	48.1	16.6
Total Autostrade Italia royalties	175.6	169.3	82.2	29.5
Other Italian Motorway Companies royalties	3.0	2.5	1.2	0.7
Total Group Royalties in Italy	178.6	171.8	83.4	30.2

As at 30 June 2020, the largest food, beverage and retail Subcontractor of the Group was Autogrill, with 97 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: (i) development, supply and operation of integrated road tolling, charging control and monitoring systems; (ii) data and information related to traffic conditions and software designed to manage such information; and (iii) engineering services. The following companies conduct the Other Business Activities of the Group:

Autostrade Tech S.p.A.

Autostrade Tech S.p.A. 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 S.p.A., with the aim, on the one hand, of strengthening its role as the Group’s centre for research and development and, on the other, of taking advantage of opportunities to expand the business. Expansion will initially focus on sectors closely related to such company’s core business (tolling systems, onboard units, infrastructure monitoring, value added traffic management systems and services), before gradually diversifying into less familiar markets (smart and green cities, connected cars, logistics, etc.). This process will include the development of major partnerships involving start-ups and other innovation incubators.

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.

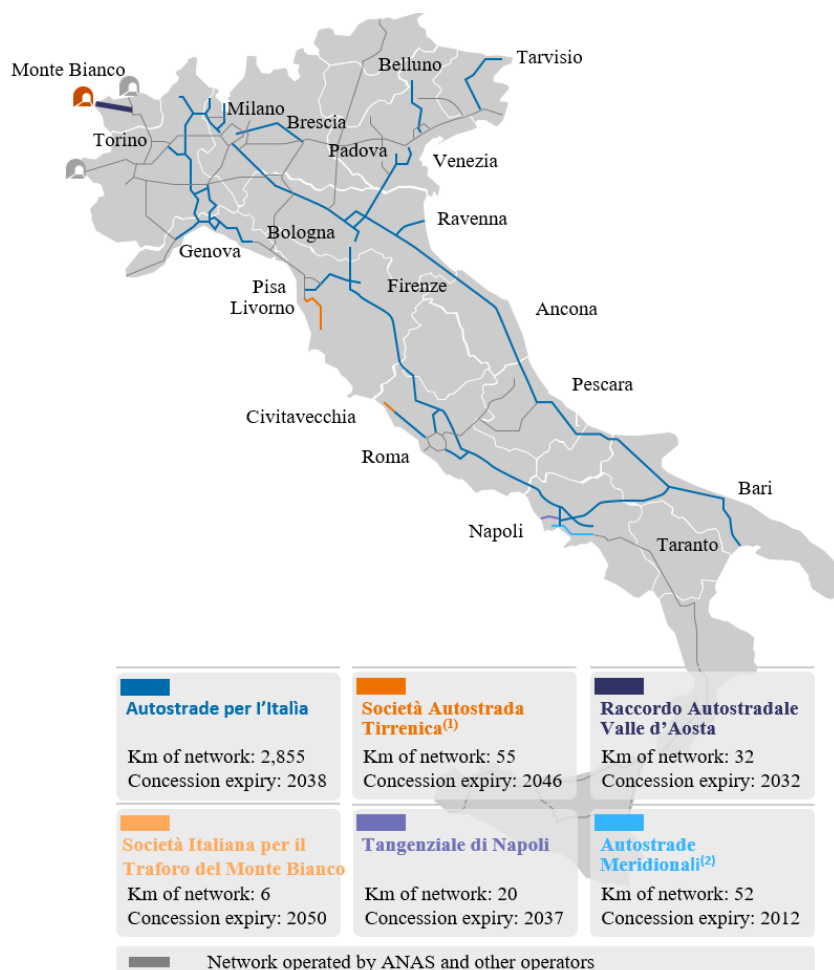
AD Moving S.p.A.

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.

Tecne S.p.A.

Tecne S.p.A. 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 S.p.A. will be 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 digitize engineering processes, and with the local area offices.

The Italian Group Network



- (1) 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 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 2019.

Traffic on the Italian Group Network in 2019 rose 0.7% compared with the previous year. The number of kilometres travelled by vehicles with “2 axles” is up 0.4%, whilst the figure for those with “3 or more axles” is up 2.9%. However, 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 Società 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 2019, 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 2019.

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	—

Concessionaire	Motorway	In Operation	Portion Having At Least Three Lanes
		(in kilometres)	
	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 No. 8/2020 introduced a provision shortening the SAT concession period from 2046 to 2028; 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. 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; therefore, the traffic recovery remains highly dependent on ongoing Italian Government’s restrictions adopted to limit the spread of the Covid-19 pandemic. During the first half of 2020, traffic on the motorway network operated by Autostrade Italia and its Group has decreased by approximately 37.7% compared with the same period in the previous year. See also “— *Recent Developments*” for a detailed analysis of traffic since January 2020. The reduction primarily regarded the number of kilometres travelled by vehicles with 2 axles, which has decreased by 41.7%, whilst the decrease in the number of kilometres travelled for vehicles with three or more axles is 13.6%. During the first half of 2020, the spread of the Covid-19 epidemic, the Italian Government’s declaration of a health emergency and the resulting quarantine measures and restrictions on movement had a significant impact on the performance of traffic. This has had an estimated overall impact on EBITDA of approximately €565 million (€411 million after tax) in the first half of 2020. In the second half of 2020, the Group continued to register an overall decline in traffic volume as compared to the corresponding period of 2019.

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 2020, showing changes as compared to traffic volumes registered in the same period of 2019.

	Kilometres Travelled ⁽²⁾			Changes (%)			Average Daily Traffic ⁽³⁾
	Vehicles with 2 axles	Vehicles with 3 or more axles	Total	Vehicles with 2 axles	Vehicles with 3 or more axles	Total	—
	<i>(in millions)</i>						
Autostrade Italia	11,148	2,967	14,115	(42.3)	(13.6)	(38)	27,169
Autostrade Meridionali ⁽¹⁾	532	12	544	(35.3)	(10.9)	(34.9)	57,913
Tangenziale Napoli	306	5	312	(33.6)	(33.6)	(33.6)	84,772
Autostrada Tirrenica	68	10	78	(41.6)	(19.1)	(39.5)	9,417
Raccordo Autostradale Valle d'Aosta	26	9	35	(38.6)	(17.5)	(34.4)	5,975
Società Italiana per il Traforo del Monte Bianco	2	2	3	(52.7)	(16.2)	(40.4)	3,066
Total Italian Motorway Companies	12,082	3,004	15,086	(41.8)	(13.7)	(37.8)	27,543

- (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) Figures represented in millions of kilometers travelled, rounded at the first decimal place. The half-year performance includes the leap-year effect, equal to 0.35%.
- (3) 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 2018 and 2019.

Company	Motorway	Year ended 31 December		Changes versus December 2018 (%)
		2018	2019	—
		<i>(in millions of kilometres)</i>		
Autostrade Italia	A1 Milan-Naples	18,426.3	18,697.5	1.5
	A4 Milan-Brescia	3,749.8	3,767.2	0.5
	A7 Genoa-Serravalle	602.9	596.4	(0.1)
	A8/9 Milan-Lakes	2,560.8	2,551.6	(0.4)
	A8/A26 branch motorway	514.0	513.1	(0.2)
	A10 Genoa-Savona	809.7	765.4	(5.5)
	A11 Florence-Coast	1,543.4	1,566.2	1.5
	A12 Genoa-Sestri Levante	842.0	819.8	(2.6)
	A12 Rome-Civitavecchia	649.3	659.9	1.6
	A13 Bologna-Padua	2,074.6	2,078.2	0.2
	A14 Bologna-Taranto	10,450.6	10,562.5	1.1
	A16 Naples-Canosa	1,393.2	1,390.4	(0.2)
	A23 Udine-Tarvisio	600.4	596.1	(0.7)
	A26 Genoa-Gravellona Toce	2,076.3	2,070.7	(0.3)
	A27 Venice-Belluno	785.8	793.1	0.9
	A30 Caserta-Salerno	876.3	887.1	1.2
	Mestre By-Pass	47.2	47.2	—
	Total Autostrade Italia	48,002.5	48,362.4	0.7
Mont Blanc Tunnel	T1 Mont Blanc Tunnel	1,701.0	1,701.9	0.4
Raccordo Autostradale Valled'Aosta				2.0
Tangenziale di Napoli	A5 Aosta-Mont Blanc	927.4	922.2	
Autostrade Meridionali⁽¹⁾	Naples ring-road	303.5	302.4	(0.6)
Società Autostrada Tirrenica⁽²⁾	A3 Naples-Salerno	113.1	115.4	0.1
	A12 Livorno-Civitavecchia	11.6	11.6	(0.4)
	Total Subsidiaries	3,056.6	3,053.5	(0.1)
	Total Italian Group Network	51,059.1	51,415.9	0.7

- (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 No. 8/2020 introduced a provision shortening the SAT concession period from 2046 to 2028; 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

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 2020, 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 centres 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 centres 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 2019, the death rate (calculated as the number of fatalities per 100 million kilometres travelled) was 0.27, with a decrease of 15.6% compared to 2018 when the rate was 0.32. Approximately 190 specific initiatives were implemented during 2019, to add to the over 2,310 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 EFP submitted to the Concession Grantor and subject to its approval, Autostrade Italia plans to carry out a €13.2 billion (including costs for the reconstruction of the Morandi 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 the amended EFP submitted on 19 November 2020 (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 2019, 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.

The total value of the works of the 1997 Investment Plan is estimated to be approximately €7.2 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 2019, Autostrade Italia had completed work worth over €6.4 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 2019, 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 2019 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 2019, work progress shows that investments of €3.9 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 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 2019, €0.2 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 these Listing Particulars, the expected value of these projects is €2.3 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 these Listing Particulars, the final design of three of the seven prioritized projects have been sent to the Concession Grantor for approval. The value of these projects is expected to be equal to €1.1 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 €2.3 million has already been disbursed for design works, and the remaining €155.6 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 2019, in connection with major projects of other Motorway Companies the other Italian subsidiaries made investments of approximately €1 million, compared to approximately €35 million in 2018.

The table below sets forth a summary of investments made in the years ended 2018 and 2019 by the Group:

	2019	2018	% Change
	<i>Unaudited (€ in millions)</i>		
Works under the 1997 Investment Plan.....	214	216	(0.9)
Works under the 2002 Investment Plan.....	98	121	(19.0)
Investments in major projects – Italian Concessionaires.....	11	35	(68.6)
Other investments and charges capitalised (personnel, maintenance, and other).....	194	171	13.5
Investments in motorway infrastructure.....	517	543	(4.8)
Purchases of intangible assets	22	27	(18.5)
Purchases of property, plant and equipment.....	20	23	(13.0)
Total investments in operating assets	559	593	(5.7)

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 S.p.A. ("**Pavimental**"), a company belonging to the Atlantia Group.

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 the incurrence of costs for the extraordinary bridge and viaduct maintenance programme for the period 2019-2023 totalling more than €370 million, in addition to the €1.2 billion extraordinary maintenance plan programme for the 2019-2024 period, set out in the EFP which is currently subject to approval by the Concession Grantor, with work taking place on approximately 530 structures around the country, including 139 bridges and viaducts managed by the Genoa area office.

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 2018 and 2019.

	Year ended 31 December ⁽¹⁾	
	2018	2019
	<i>Unaudited (€ in millions)</i>	
Recurring.....	94	106
Functional	45	39
Paving	53	114
Non-recurring.....	68	104
Total	260	363

(1) Maintenance data does not include the cost related to the demolition, reconstruction and other additional costs for the Morandi 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 2019 amounted to approximately €13 million, an increase of €3 million compared with 2018. 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 organisational solutions and instruments aimed at analysing 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 2020, the Group had 6,427 full-time and part-time employees, in decrease compared to the total workforce of 6,690 as at 30 June 2019.

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 Italy⁷. 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.

⁷ Source: AISCAT: "Summary of Italian motorway network under concession as of 31 December 2019" (*"Quadro riassuntivo della rete autostradale in concessione al 31.12.2019"*).

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 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. Except in the case of the procedure alleging Autostrade Italia’s serious breach of the Single Concession Contract following the Morandi Bridge Collapse, which may ultimately result in the revocation of the Autostrade Italia Concession, the Group believes that none of these proceedings, individually or in the aggregate, will have a material adverse effect on its business, financial condition or prospects. As at 30 June 2020, the Group had accrued a €62 million⁸ 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, and except with reference to the procedure alleging Autostrade Italia’s serious breach of the Single Concession Contract following the Morandi Bridge Collapse, which may ultimately result in the revocation of the Autostrade Italia Concession, based on available information and current provisions, 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 2020.

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 aspects” starting on page 126 of the 2020 Half Year Interim Report (which is incorporated by reference in these Listing Particulars) and the paragraph entitled “10.7

⁸ The amount of provisions for litigation as of 30 June 2020 is calculated as difference between provisions for disputes, liabilities and sundry charges (totalling €1,762 million) and provisions related to settlement agreement with MIT (totalling €1,700 million).

Significant legal and regulatory aspects” starting on page 232 of the 2019 Financial Statements (which are incorporated by reference in these Listing Particulars).

Litigation connected to Morandi Bridge Collapse

A section of the Morandi 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 these Listing Particulars. Following the Morandi Bridge Collapse, the Italian Government initiated a procedure alleging Autostrade Italia’s serious breach of the Single Concession Contract, which may ultimately lead to the revocation of the Autostrade Italia Concession; Autostrade Italia is discussing with the Italian Government and the MIT the terms of the Settlement Process, which are aimed at avoiding the revocation of the Autostrade Italia Concession. The most significant legal implications arising from this incident, in addition to the ongoing discussions relating to the procedure alleging Autostrade Italia’s serious breach of the Single Concession Contract and the Settlement Process which are discussed under “— *Recent Developments*”, are described below. See also “*Risk Factors – Risks and uncertainties related to the going concern basis of the Issuer and the Group*”, “*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*” and “*Risk Factors – 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*”.

Investigation by the Public Prosecutor’s Office in Genoa

The Morandi Bridge Collapse has resulted in criminal action before the Court of Genoa against 39 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”); 449-432 of the criminal code (“violation of transport safety regulations aggravated by culpable disaster”); 589-bis, paragraph 1 of the criminal code (“culpable vehicular homicide”); 590-bis, paragraph 1 of the criminal code (“grievous or very grievous bodily harm caused by road traffic violations”); 589, paragraphs 1, 2 and 3 of the criminal code (“culpable homicide resulting from breaches of occupational health and safety regulations”); 590, paragraphs 1, 3 and 4 of the criminal code (“negligent injury resulting from breaches of occupational health and safety regulations”). Three of Autostrade Italia’s executives were subsequently also placed under investigation for the offence provided for in articles 110 and 479 of the criminal code (“false statements by a public officer in a public office”).

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”.

Two pre-trial hearings were arranged by the preliminary investigating magistrate.

The first, aimed at ascertaining the conditions at the disaster scene, concluded with the filing of an initial report prepared by experts on 7 August 2019, followed by a hearing to examine it on 20 September 2019.

With regard to the second pre-trial hearing, the purpose of which is to determine the causes of the collapse, at the hearing held on 14 July 2020, following the appointment by the court of a new expert, the preliminary investigating magistrate further extended the deadline for completion of the expert investigation to 15 October 2020 and, consequently, the deadline for filing the expert technical report to 31 October 2020. The hearing at which the report is to be discussed was initially rescheduled to 1 December 2020.

On 15 October 2020, following a request from the court-appointed experts to carry out further technical examinations, the preliminary investigating magistrate further extended the deadline for completion of the expert investigation to 30 October 2020 and, as a result, the deadline for filing the expert technical report to 30 November 2020; such deadline was subsequently extended to 21 December 2020. The expert technical report filed with the court within such deadline stated that the direct cause for the Morandi Bridge Collapse was the failure of the tie-beam at the level of the ninth pillar of the bridge, which was caused by the corrosion of the upper part of such tie-beam; the technical experts stated in their report that the Morandi Bridge Collapse could have potentially been avoided if adequate controls on the bridge had been carried out. Additionally, the experts

note in their report that original planning and construction flaws may have had an impact on the corrosion of the tie-beam, as the process of corrosion appears to have begun in the first years of life of the bridge.

The hearing at which the report is to be discussed is scheduled to take place on 1 February 2021.

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

Following the Morandi Bridge Collapse, with a letter dated 16 August 2018 the Concession Grantor has initiated a procedure alleging Autostrade Italia's serious breach of the Single Concession Contract. Autostrade Italia presented its counterarguments on 31 August 2018, which were followed by a series of exchanges between the Concession Grantor and Autostrade Italia, in which the two parties reiterated their respective positions. As part of this process, on 3 May 2019, Autostrade Italia submitted a detailed document presenting additional counterarguments to those expressed in its letter sent on 31 August 2018, providing precise responses to the Concession Grantor's requests for clarifications, reaffirming that it had acted correctly at all times and reiterating its concerns and objections regarding the procedure for serious breach of the Single Concession Contract initiated by the Concession Grantor. Autostrade Italia expressed a willingness to provide further information if requested to do so.

On 4 June 2019, solely for precautionary purposes, Autostrade Italia challenged the Concession Grantor's letter of 5 April 2019 before the Regional Administrative Court of Lazio (TAR Lazio), which included a statement, in connection with the allegation of a serious breach of the Single Concession Contract, to the effect that the compensation provided for in art. 9-bis, paragraph 1 of the Single Concession Contract, applicable in case of early termination of the Autostrade Italia Concession, does not apply in case of a serious breach and, therefore, only the lower amount now set out under Article 35 of the Milleproroghe Decree should apply. For additional information on the Milleproroghe Decree, see "*Regulatory – Concessions of the Group's Motorway Companies – Regulatory Background – Important Developments in the Regulatory History of the Concessions – Law Decree 162 of 30 December 2019 (the Milleproroghe Decree)*".

In July 2019 Autostrade Italia initiated talks with representatives of the Concession Grantor, the MEF and the Italian Government with a view to establishing the conditions for a negotiated settlement of the procedure for serious breach of the Single Concession Contract, without any admission of liability.

Subsequently, in a letter dated 28 November 2019, the Issuer, whilst confirming its objections to the allegations made against it as part of the procedure for serious breach of the Single Concession Contract, formalised an initial proposal aimed at the reaching an agreed solution, and expressed its willingness to enter into discussions with the authorities regarding the possible agreed application, in accordance with the principle of reasonableness, of Resolution No. 16/2019 and Resolution No. 71/2019 of the Transport Regulatory Authority. For additional information on the Transport Regulatory Authority's resolutions, see "*Regulatory – Concessions of the Group's Motorway Companies – Regulatory Background – Important Developments in the Regulatory History of the Concessions*".

After subsequent discussions with the Concession Grantor, in a letter dated 5 March 2020, Autostrade Italia sent a new proposal for an agreed solution in which - whilst confirming the objections raised - it reiterated its willingness, shared by Atlantia, to find an agreed and final solution to the ongoing dispute.

As part of this process, and despite the adverse situation caused by the Covid-19 pandemic and the related containment measures implemented in Italy, on 8 April 2020, Autostrade Italia delivered to the Concession Grantor an updated version of the EFP for the regulatory period 2020-2024 with the aim of defining a precise predetermined and effective legal and regulatory framework governing the tariff calculation for the Autostrade Italia Concession. The Issuer also clarified that submission of the EFP does not imply acceptance of article 13 of the Milleproroghe Decree and the Transport Regulatory Authority's Resolution No. 16/2019 and Resolution 71/2019, which are subject to legal challenges before the courts which have not been withdrawn. For additional information, see "*Legal Proceedings – Challenge against article 13 of the Milleproroghe Decree*" and "*Legal Proceedings – Challenges to the Transport Regulatory Authority's tariff calculation decisions*".

Following discussions between the Italian Government, Atlantia and ASPI in connection with the Settlement Process (for additional information, see "*Recent Developments*" below), 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”.

As of the date of these Listing Particulars, as the Settlement Process has not been finalized, the procedure for the assessment of ASPI’s serious breach of the Single Concession Contract is ongoing.

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 Morandi 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 Morandi 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.

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.

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.

At the date of these Listing Particulars, the case is pending.

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 the dismissal of three of them, and the suspension from work of the other one.

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

This criminal investigation is 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 Public Prosecutor's office, which has jurisdiction on the Giustina viaduct on the A14 motorway.

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*”).

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.

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.

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. 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.

At the date hereof, the Italian Competition Authority is expected to deliver its preliminary findings in December 2020. The closing of the investigation is currently scheduled for 5 January 2021.

Criminal trial before the Court of Rome relating to the award of contracts

The trial regards charges of “acts in breach of official duties” (art. 319 of the criminal code) and “abuse of office” (art. 323 of the criminal code) brought against the Sole Project Manager and the Project Manager for Operating Investments in relation to work on construction of the Florence North, San Giovanni Valdarno and Rosignano toll stations and the Capannori flyover. Both the accused are employees of Autostrade Italia and have been the subject of disciplinary action.

At the end of the preliminary hearing, at which Autostrade Italia, previously identified as the injured party, filed a civil action against the above employees, the accused were remanded for trial before the Court of Rome. The initial hearing was scheduled for 1 April 2020, but this was adjourned to 9 September 2020 to allow the Court to resolve a number of preliminary issues raised by the parties. The next hearing is scheduled for the 25 January 2021.

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. The hearing for discussion of the case is scheduled for 11 February 2021.

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 Piedmont (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.

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 Transport Regulatory Authority. The appeals are still pending.

Legal challenge contesting the Transport Regulatory Authority's resolutions on the new tariff regime

A legal challenge contesting the ruling handed down by Regional Administrative Court of Piedmont (TAR Piemonte), which upheld the lawfulness of the Transport Regulatory Authority's decision to partially deny Autostrade Italia access to all the data, computations, estimates and criteria on which the Transport Regulatory Authority based the challenged resolutions, was brought before the Council of State. On 22 June 2020, the Council of State upheld Autostrade Italia's challenge and ordered "release of the data used by the Transport Regulatory Authority in order to determine the weighted average cost of capital (WACC) based on the method set out in paragraph 16 of Resolution 71/2019, and, more specifically, the elements that were used in defining the criteria referred to in paragraph 16.5 of the resolution and the data extracted from the database enabling the Transport Regulatory Authority to estimate the efficiency gap and identify the annual efficiency improvement targets".

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. The Court decision may be appealed before the Council of State within 30 days of its notification to the parties involved (or within three months of its deposit, in case the decision is not notified).

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. The case is currently pending before Regional Administrative Court of Lazio (TAR Lazio), where the company has switched the action initially brought before Regional Administrative Court of Campania (TAR Campania), which ruled that it did not have jurisdiction on 29 January 2020. A hearing on the merits of the case has been scheduled for 2 December 2020.

Given the above, Autostrade Meridionali believes that there is no basis for recognising 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.

However, should the resolution be implemented retroactively from 1 January 2013, this would have a significant impact on Autostrade Meridionali's operating and financial performance.

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. 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.

Litigation regarding the Concession Grantor and the Ministry for Economic Development's decree of 7 August 2015 and competitive tenders for oil and food services at service areas

A number of legal challenges have been brought before the Regional Administrative Court of Lazio (TAR Lazio) by a number of oil and food service providers, and by individual operators, with the aim of contesting a

decree issued by the Concession Grantor and the Ministry for Economic Development on 7 August 2015. Two of the challenges remain pending:

- a) the first, brought by the operator of the Agogna East service area, has been removed from the roll by the Regional Administrative Court of Lazio, and the plaintiff has up to a year from the date of removal from the roll to request a date for the case to be heard;
- b) the second, brought by the operator of the Aglio West service area, requesting a review of judgment No. 9779 of the Regional Administrative Court of Lazio dated 15 September 2016, which had declared the appellant's challenge inadmissible, is awaiting a date to be set for the hearing on the merits.

Moreover, hearings on the merits for a further five challenges brought by operators at individual service areas, with the aim of cancelling the above-mentioned decree issued by Concession Grantor and the Ministry for Economic Development, and for another challenge brought by a trade association representing operators have yet to be scheduled. Such hearings have not been requested by the plaintiffs.

With regard to the procedure for awarding the contract to provide oil services at the Novate North service area, Tamoil Italia S.p.A., the second ranked bidder, has challenged the award and requested injunctive relief. Injunctive relief was granted by the Regional Administrative Court of Lombardy (TAR Lombardia) and, on 4 April 2019, the case was discussed by the court. The ruling on the merits upheld the challenge, setting aside the award. The judgment has been appealed by EG Italia S.p.A., the first ranked bidder, requesting that the ruling of the Regional Administrative Court of Lombardy (TAR Lombardia) be overturned, with prior injunctive relief. Autostrade Italia has appeared before the court in relation to the challenge, alongside Tamoil, which has filed a cross appeal. At the pre-trial hearing, the appellant requested that the appeal be combined with a hearing on the merits, which the court allowed, setting a date for the hearing to discuss the case on 23 April 2020. Following discussion of the case on 25 June 2020, the Council of State reserved judgment. Pending the definition of the litigation, the management of the service area is being provided under an extension of the expired contract with EG Italia S.p.A., the previous operator. On 22 October 2020, the Court of Rome published the judgment upholding Autostrade Italia's claim.

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.

Finally, 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.

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.

Civil proceedings

In addition to the criminal proceedings, a number of civil actions have been brought by persons not party to the criminal trial. 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). It is likely that this appeal will be combined with the appeal lodged by Mr. Lametta, who has also 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.

Investigation by the Avellino Public Prosecutor’s office regarding the anchorages for the new jersey safety barriers installed on 12 road bridges on the A16 motorway

On 2 May 2019, a notice of investigation was received by three executives of Autostrade Italia in relation to the offences provided for in and punishable in accordance with articles 110 and 434 of the criminal code (“culpable collapse or other culpable disasters”). This was accompanied by a seizure order for the new jersey barriers installed on 12 road ridges on the A16 motorway. The anchorages for these barriers underwent changes following the accident on the Acqualonga viaduct in July 2013, which, according to the technical experts appointed by the local Public Prosecutor, have reduced the overall performance of the barriers.

Since July 2019, the Issuer’s area offices have launched a series of additional inspections throughout the network, with the exception of the road bridges on the A16 motorway covered by the seizure order. The aim was to subject the anchorages of the safety barriers installed on the network to specific tests, the result of which provided reassurance about the overall performance of the barriers.

Following this, between September and November 2019, the preliminary investigating magistrate in Avellino seized further new jersey barriers installed on a number of viaducts on the A14, A16 and A1 motorways, whilst the local Public Prosecutor has placed the current head of the Pescara area office VII, its predecessor and three managers from the area office V between 2014 and the date of these Listing Particulars under investigation.

Autostrade Italia has decided to bring forward the implementation of its existing upgrade plan for the new jersey barriers installed on bridges throughout the network in order to carry out work on those on the A14, A16 and A1 motorways that have been seized. The related design and scheduling have been submitted to inspectors at the Concession Grantor for validation.

The Issuer has thus successfully requested the Avellino Public Prosecutor’s office to release the barriers from seizure so as to carry out the work on the barriers according to the design and schedule agreed with the Concession Grantor’s inspectors.

Lastly, on 17 July 2020, the Public Prosecutor’s office, in response to a specific request from the Issuer’s legal counsel, authorised ASPI to reorganise the motorway layout close to the viaducts on the A14 and A16 motorways by creating two lanes for each carriageway. This was done to avoid a repetition of the serious disruption and queues of traffic experienced on such motorway sections, also taking into account the likely increase in traffic due to the summer holiday season.

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, was adjourned to a later date, yet to be communicated to the defendant, as a result of the urgent measures adopted by the Italian Government to contain the Covid-19 pandemic.

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.

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 ("accessory to culpable collapse"), 113 and 589, last paragraph, of the Italian Criminal Code ("accessory to multiple negligent homicide"), 113 and 589-bis, paragraph 1, and the last paragraph of the criminal code, ("accessory to vehicular homicide"), 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.

Proceedings involving Autostrade Italia and Craft S.r.l.

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.

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.

Recent developments

Discussions relating to the settlement of outstanding issues between Autostrade Italia, the Italian Government, the Concession Grantor and the Italian Ministry of Economy and Finance with respect to the Autostrade Italia Concession

Following the decision of the Italian Government to commence a procedure alleging Autostrade Italia's serious breach of the Single Concession Contract in connection with the Morandi Bridge Collapse on 16 August 2018, and subsequent discussions held by the Italian Government, Atlantia and ASPI aimed at settling the outstanding issues between the parties (see "*Legal Proceedings – Litigation connected to the Morandi Bridge*"), at a meeting held on 9 July 2020, the Issuer, the Italian Government, the Concession Grantor and the MEF set out the terms of a potential agreement designed to reach a settlement of such issues that would be in the public interest. In response, Autostrade Italia, whilst continuing to reject the allegations made against it regarding alleged breaches of its obligations in relation to the management of the Morandi bridge, submitted a new settlement proposal in a memorandum dated 11 July 2020, which included:

- a) a commitment to provide the full amount of the funding requested by the Italian Government, amounting to €3,400 million, entirely at the Issuer's own expense and without any indemnity; such sum will be used to finance reductions in tolls for the benefit of road users (€1,500 million), additional maintenance work on the infrastructure operated under concession during the regulatory period 2020 - 2025 (€1,200 million), and work on reconstruction of the Morandi bridge and all other related expenses (€700 million). With respect to the funding of the reconstruction of the Morandi bridge, as of 30 September 2020 the Issuer has paid €408 million at the request of the Special Commissioner for Genoa;
- b) a commitment to accept the tariff regime set out in the Transport Regulatory Authority's determinations 16 and 17, applying annual toll increases of 1.75% from 1 January 2021, as indicated by the Italian Government, in addition to the recovery of the negative impact of the Covid-19 pandemic;

- c) a commitment to submit an updated EFP within seven days of acceptance of the new settlement proposal;
- d) a commitment, subject to prior assessment of the conditions for the bankability of the planned investment programme, to amend the termination clause of the Single Concession Contract in line with the compensation regime set out in article 35 of *Milleproroghe* Decree, only in cases of extremely serious and irremediable compromise of the operation and safety of an essential part of the motorway network, where there is certain proof of the operator's sole responsibility;
- e) a commitment to work with the Concession Grantor on an inspection programme, backed up by an appropriate system of penalties;
- f) a commitment to withdraw a series of pending legal actions relating to reconstruction of the Morandi bridge, the tariff regime introduced by the Transport Regulatory Authority and the provisions of the *Milleproroghe* Decree. For additional information on such legal actions, see "*Business Description of the Group – Legal Proceedings – Litigation connected to the Morandi Bridge Collapse – Legal challenges brought by the company before the Liguria Regional Administrative court against the actions taken by the Special Commissioner pursuant to Law Decree 109/2018*", "*Business Description of the Group – Legal Proceedings – Application for a ruling from the 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*", "*Business Description of the Group – Legal Proceedings – Challenge against article 13 of the Milleproroghe Decree*" and "*Business Description of the Group – Legal Proceedings – Challenges to the Transport Regulatory Authority's tariff calculation decisions*".

At the same time, Autostrade Italia, noting Atlantia's willingness to reduce its stake in ASPI and allow new investors to acquire shares, declared a willingness to ask shareholders to consider the sale of shares to public and private institutional investors by issuing new shares as part of a capital increase.

On 14 July 2020, Atlantia and Autostrade Italia sent a further letter to the Italian Government. This expressed a willingness, subject to approval by their respective boards of directors, to enter into an agreement to carry out a market transaction designed to result in Atlantia ceasing to control Autostrade Italia and make it possible for a publicly owned entity to acquire an interest, whilst respecting the rights of the operator's existing minority shareholders.

Finally, on 15 July 2020, Atlantia and Autostrade Italia submitted a further proposal, based on the feedback received from the Italian Government. The new proposal, subject to approval by Atlantia's and Autostrade Italia's board of directors, entailed the inclusion of Covid-19 related costs in the average annual toll increase of 1.75%, in addition to acceptance of the amendment of the termination clause of the Single Concession Contract, stating that in the event of the identification of specific causes of revocation, the compensation due is to be determined on the basis of the unamortised cost of construction and upgrade services performed, instead of the regime more favourable to ASPI applicable on the basis of the existing Single Concession Contract (see "*Regulatory – Concessions of the Group's Motorway Companies – The Autostrade Italia Concession – Expiry or Termination of the Concession*").

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*".

On 15 July 2020, the Concession Grantor requested Autostrade Italia to submit a revised EFP. Autostrade Italia responded to the request by sending the revised EFP with a letter dated 23 July 2020.

Subsequently, on 31 July 2020, the Concession Grantor held a meeting with Autostrade Italia in order to agree on how to proceed (with regard to the settlement agreement and the amendments to the Single Concession Contract) and to convey its observations on previous documents. This meeting gave rise to several differences with respect to what had previously been agreed.

At the same time, 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 addition, on 14 October 2020, the opinion of the Transport Regulatory Authority submitted to the MIT was published and a new letter was sent by the

Concession Grantor to Autostrade Italia on 22 October 2020, requesting a further amendment to the EFP submitted by ASPI on 14 September 2020.

On 26 October 2020, the MIT delivered to ASPI the Transport Regulatory Authority's communication dated 2 October 2020 requesting clarifications to the MIT on the request to update the EFP as well as the MIT's response dated 8 October 2020.

Following the letter dated 22 October 2020 concerning the clarifications to be provided on the EFP, on 23 October 2020 Autostrade Italia requested the Concession Grantor to disclose the relevant documentation issued by the Transport Regulatory Authority in order to have more background on the issues raised by the Transport Regulatory Authority on the Issuer's EFP. On 26 October 2020, the MIT delivered to Autostrade Italia the above-mentioned documentation provided by the Transport Regulatory Authority dated 2 October 2020, along with the MIT's response dated 8 October 2020.

In addition, on 8 October 2020 the Issuer notified the Concession Grantor and the MEF of its agreement to the proposal for a settlement agreement received on 23 September 2020, subject to the deletion of the condition whereby the effectiveness of the settlement is conditional upon the completion of the disposal by Atlantia of its shareholding in ASPI to CDP, being a matter unrelated to the relationship between the Concession Grantor and Autostrade Italia.

On 5 November 2020, Autostrade Italia delivered to the Concession Grantor the outline of a supplemental agreement to the Single Concession Contract (the "**Supplemental Agreement**"), including relevant proposed amendments already discussed with the Concession Grantor, and requested to arrange a meeting to discuss final amendments to such Supplemental Agreement. In the same document, Autostrade Italia made reference to its letter dated 8 October 2020 and reiterated its willingness to enter into the above settlement agreement ending the disputes and litigation over allegations of serious breaches of the Single Concession Contract, pointing out that such settlement agreement, along with the updated EFP and the Supplemental Agreement, constitute three elements of the unitary negotiated finalization of the Settlement Process.

Following the letter sent on 22 October 2020, Autostrade Italia held meetings with the MIT 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 €1.7 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 21 November 2020, ASPI confirmed to the MIT that it was willing to enter into the Supplemental Agreement in the version received from the Concession Grantor on 2 September 2020. As a result, on 25 November 2020, the Interministerial Technical Committee and ASPI deemed that an agreement had been reached on the Supplemental Agreement and the new EFP; in this respect, on 3 December 2020 ASPI delivered to the Concession Grantor the additional information required to formally complete the Supplemental Agreement, in order to expedite its approval.

The new EFP and the Supplemental Agreement are subject to the final review and approval by CIPE. Once approved by CIPE, the EFP and the Supplemental Agreement will be signed by MIT and Autostrade Italia and finally approved via an Interministerial decree of MIT and MEF, which will give full force and effect to such agreement. See "*Regulatory – The Autostrada Italia Concession – Five-year update to the financial plan*".

Issuer's rating

Following the publication of the press release by the Italian Government on 15 July 2020, which specified the terms of the settlement that would result in the waiver of the procedure on the alleged serious breach of the Single Concession Contract, which could ultimately result in the revocation of the Autostrade Italia Concession in connection with the Morandi Bridge Collapse, the rating agencies changed the Issuer's rating and outlook.

Specifically, on 17 July 2020, Fitch placed Autostrade Italia's rating at "BB+" with outlook at "rating watch evolving" from "rating watch negative". On 23 July 2020, Moody's affirmed the "Ba3" rating of Autostrade Italia and changed the outlook to "developing" from "negative", while on 12 August 2020 Standard & Poor's affirmed the "BB-" rating of Autostrade Italia and changed the outlook to "developing" from "negative".

Issuance of €1,250,000,000 notes

On 4 December 2020, the Autostrade Italia issued €1,250,000,000 in nominal amount of notes maturing on 4 December 2028. The notes have been admitted to the official list and to trading on the Global Exchange Market of Euronext Dublin.

The notes, issued at an issue price equal to 98.814% of their nominal amount, pay annually in arrear a fixed-interest rate coupon of 2.000% *per annum*. The interest payment dates fall on 4 December in each year, starting from 4 December 2021 until the maturity date of the notes. As a result, the effective yield to maturity on the basis of the issue price is equal to 2.163%.

Tariff increases in 2021

On 31 December 2020, the Concession Grantor notified the concession holders that no tariff increase is approved for 2021 in connection with all the concessions for which the update of the relevant EFP and concession contracts to reflect the Transport Regulatory Authority's determinations is still pending; any change in tariff will only be applied after the approval of the relevant changes to concession contracts and EFPs pursuant to article 13 of Law Decree No. 183 of 31 December 2020. Such provision has extended to 31 July 2021 the deadline (originally set at 31 July 2020) for the approval of the new EFPs.

As a result, tariff increases in 2021 will be considered by the Concession Grantor only in connection with the approval of the amendments to the concession contracts and update of new EFPs.

Renewal of Atlantia's financial support to ASPI

On 21 December 2020, the board of directors of Atlantia approved a financial support facility in favour of Autostrade Italia, in the form of a revolving credit line up to a maximum amount of €900 million and expiring on 31 December 2022. Conditions, including as to the revocability of the support, are in line with those previously negotiated when a similar support was approved by the board of directors of Atlantia in April 2020, as disclosed in paragraph 10.9 "Events after 31 December 2019" on page 253 of the 2019 Financial Statements and paragraph 9.2 "Financial Risk Management" on page 117 of the 2020 Half Year Interim Report, which are incorporated by reference into these Listing Particulars.

The renewal of Atlantia's financial support facility follows the early repayment of intragroup financing for €350 million disbursed in June 2020 and then repaid following the issuance of the Autostrade Italia's €1.25 billion bond issue on 4 December 2020.

The renewal confirms the role of such financial support as a potential, revocable and residual option for Autostrade Italia, given its recently demonstrated ability to access the financial markets under market conditions.

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 the first quarter of 2020, recording a year-on-year contraction in GDP of 5.4%, and entered a new recession, followed by a 12.8% year-on-year decrease in the second quarter of 2020, which was the worst year-on-year decrease of GDP since records began in 1995 (source: ISTAT) as the country was one of the hardest hit by the Covid-19 pandemic.

The following table shows weekly traffic figures from the beginning of 2020 until the most recently available data in 2021, compared with the corresponding period in the previous year, for the Autostrade Italia Network:

<i>Change vs equivalent week of 2019 and 2020, as applicable (Preliminary figures)</i>	TOLL ROADS
	Autostrade Italia
	<i>Average Daily Traffic</i>
week 2 of 2021	-41.0%
week 1 of 2021 (1 to 3 January 2021)	-78.9%
Total 2020	-27.1%
week 53 of 2020 (28 to 31 December 2020)	-47.8%
week 52 of 2020	-47.0%
week 51 of 2020	-21.6%
week 50 of 2020	-35.2%
week 49 of 2020	-36.1%
week 48 of 2020	-38.4%
week 47 of 2020	-38.9%
week 46 of 2020	-33.3%
week 45 of 2020	-28.9%
week 44 of 2020	-27.0%
week 43 of 2020	-17.4%
week 42 of 2020	-10.2%
week 41 of 2020	-10.4%
week 40 of 2020	-9.8%
week 39 of 2020	-8.9%
week 38 of 2020	-5.2%
week 37 of 2020	-4.8%
week 36 of 2020	-3.0%
week 35 of 2020	-5.3%
week 34 of 2020	-4.2%
week 33 of 2020	-3.1%
week 32 of 2020	-4.6%
week 31 of 2020	-11.1%
week 30 of 2020	-12.4%
week 29 of 2020	-14.3%
week 28 of 2020	-17.5%
week 27 of 2020	-15.4%
week 26 of 2020	-18.9%
week 25 of 2020	-22.4%
week 24 of 2020	-26.6%
week 23 of 2020	-32.1%
week 22 of 2020	-47.0%
week 21 of 2020	-47.8%
week 20 of 2020	-56.6%
week 19 of 2020	-59.8%
week 18 of 2020	-77.1%
week 17 of 2020	-81.0%
week 16 of 2020	-84.3%
week 15 of 2020	-80.8%
week 14 of 2020	-81.5%
week 13 of 2020	-80.9%
week 12 of 2020	-75.1%
week 11 of 2020	-59.9%
week 10 of 2020	-23.6%
week 9 of 2020	-17.3%
week 8 of 2020	0.0%
week 7 of 2020	-0.5%
week 6 of 2020	-0.2%
week 5 of 2020	6.5%
week 4 of 2020	2.9%

week 3 of 2020
week 2 of 2020

0.9%
2.9%

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 MIT. 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 MIT 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 MIT 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 MIT'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 MIT 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 MIT, 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 these Listing Particulars, 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 amortized, 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 concessionaires 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 No. 8/2020 introduced a provision shortening the SAT concession period from 2046 to 2028; 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 23 April 2015, Autostrade Meridionali submitted its bid for the tender. On 22 March 2016, the tender committee ordered the exclusion of both bidders participating in the procedure due to irregularities in the offers and, by notice received by Autostrade Meridionali S.p.A. on the same date, the Ministry of Infrastructure and Transportation informed the company of the final decision to exclude both bidders from the procedure. Both companies have filed an appeal against the exclusion before the Regional Administrative Court of Campania, which heard both appellants' arguments in a hearing held on 23 November 2016. On 19 December 2016, the Regional Administrative Court of Campania stated it did not have jurisdiction for either action and referred the challenges to the Regional Administrative Court of Lazio. On 31 January 2017, the Regional Administrative Court of Lazio referred the matter to the Council of State in order to decide on jurisdiction. On 27 June 2017, a hearing was held before the Council of State. At the date of these Listing Particulars, the outcome of such hearing has yet to be disclosed by the Council of State. On completion of the assessment of the bids submitted by both bidders, on 4 February 2020, the Ministry of Infrastructure and Transportation announced that the concession for the A3 Napoli-Pompei-Salerno motorway was not provisionally awarded to Autostrade Meridionali. On 3 March 2020, Autostrade Meridionali appealed to the Regional Administrative Court of Campania, requesting the cancellation of the decision after suspension of the award. At the hearing held 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 this hearing, having noted the submission of a cross-appeal by the awarding bidder, requesting the disqualification of Autostrade Meridionali's bid, the hearing on the application for injunctive relief was postponed to 13 May 2020. On that 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. The Court decision may be appealed before the Council of State within 30 days of its notification to the parties involved (or within three months of its deposit, in case the decision is not notified).

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*”.

Moreover, with regard to the appeal filed by Autostrade Meridionali against the Concession Grantor's silence on the proposal of the EFP presented for the 2013 - 2022 period and the CIPE Resolution no. 38/2019 (governing the transitional period between the expiry date of the relevant Concession and the date on which the awarding bidder will become the new concessionaire), Autostrade Meridionali, following the declaration of lack of jurisdiction before the Campania Regional Administrative Court (TAR Campania) set forth by order dated 29 January 2020, resumed the proceedings before the Lazio Regional Administrative Court (TAR Lazio). The hearing on the merit is scheduled for 2 December 2020.

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 MIT (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.

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 *Milleproroghe* 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, 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 MIT/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 MIT/MEF)) redetermined the tariff increases due to the company, establishing that for these years SAT is entitled to an overall increase of approximately 14%, of which 2.54% has already been applied since 9 November 2020. The remaining part of the overall tariff increase is expected to be applied starting from the end of December 2020. However, appeals relating to the failure to increase tariffs for the years 2019 and 2020 are still pending.

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.

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 MIT/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. 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.

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 must:

- (i) 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 MIT and the MEF;
- (ii) set out rules for the allocation of works according to applicable law in force, including EU environmental legislation;
- (iii) broaden the concessionaire's scope of activity, with the aim of improving its management and diversifying services offered to customers; and
- (iv) 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 MIT (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 MIT provides for its transmission to the Transport Regulatory Authority and 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 MIT 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 MIT 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 286/06, 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 MIT, 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.

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 133/2014 (so called “**Decreto Sblocca 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 Sblocca 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 Sblocca 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 concessionaires 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 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 concessionaires;
- 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.

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) 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 July 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) 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 in 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*”.

Based on the developments of: (i) the discussions with the Concession Grantor, the MEF and the Italian Government (as detailed under “*Business Description of the Group – Recent Developments*”), and (ii) the legislative and/or regulatory framework, including with regard to the eventual outcome of the proceedings challenging the provisions contained in the Milleproroghe Decree, Autostrade Italia will, in any event, have the option of exercising all the rights granted to it under the terms of the Single concession Contract, as confirmed by the opinions provided by the Company’s legal advisors.

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*”.

ASPI and the Concession Grantor have discussed certain amendments to the Single Concession Contract, 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 these Listing Particulars. 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 a failure to obtain prior authorisation by the Concession Grantor of extraordinary transaction. 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 2019 and 2018 recognised as Group revenue was equal to €384.9 million and €381.0 million, respectively. The Additional Concession Fee for the six months ended 30 June 2020 and 2019 recognised as Group revenue was equal to €123.7 million and €184.4 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.

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 Decree 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 MIT 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 €1.7 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).

The new EFP with the new Supplemental Agreement to the Single Concession Contract must then be sent to CIPE for final review and approval. Once approved by CIPE, the EFP and the Supplemental Agreement will be signed by MIT and Autostrade Italia and finally approved via an Interministerial decree of MIT and MEF, which will give full force and effect to such agreement. See “*Business Description of the Group -Recent Developments - Discussions relating to the settlement of outstanding issues between Autostrade Italia, the Italian Government, the Concession Grantor and the Italian Ministry of Economy and Finance with respect to the Autostrade Italia Concession*”.

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 €55 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. As of the date of these

Listing Particulars, the Issuer is waiting for the Concession Grantor to decide which changes are acceptable before proceeding with revision of the design.

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:

$$70\% * CPI + X + K$$

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 a component 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.

Regarding the shortfall in the increase with respect to the requested amount, equal to 0.06% (relating to the “X” component), Autostrade Italia has reserved the right to produce additional documentation with the aim of obtaining the remaining increase.

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.

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'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%.

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 MIT 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.

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 amortized 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 ($T = 70\%P + X \text{ Investment} + K$), 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” ($T = T_g + T_k + T_{oi}$).

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 against the above-mentioned resolution and is available to agree on its new EFP, prepared in accordance with the guidelines issued by the Transport Regulatory Authority, only after reaching a settlement agreement ending the disputes and litigation over allegations of serious breaches of the Single Concession Contract. 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 MIT 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. 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 is considering whether or not to appeal the ruling 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 MIT 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, claiming that the decrees are unlawful. The overall toll increases not granted for the period 2014 - 2018, including compound interest, is approximately 35%.

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.

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 fees⁹.

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 MIT 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).

⁹ 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%.

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 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*”.

On 7 August 2015, the Ministry of Infrastructure and Transport and the Ministry for Economic Development issued a decree which approved the plan to restructure the Italian service area network, governing also certain aspects relating to competitive procedures. Such decree has been the subject of litigation involving the Group. For information, see “*Business Description of the Group – Legal Proceedings – Litigation regarding the Concession Grantor and the Ministry for Economic Development’s decree of 7 August 2015 and competitive tenders for oil and food services at service areas*”.

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 2020, 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
	Chairman of the Board of Directors	
Giuliano Mari.....	Chief Executive Officer.....	Chairman of the Board of Directors of Assietta Private Equity SGR. Deputy Chairman of AISCAT – Associazione Italiana Società Concessionarie Autostrade e Trafori
Roberto Tomasi.....	Director	Chief Executive Officer of Atlantia S.p.A. Director of Getlink SE Director of Abertis Infraestructuras S.A. Member of the Board of Statutory Auditors and Supervisory Body of REAM SGR Director of Fondazione CRT Member of the Board of Statutory Auditors of Permico S.p.A. Member of the Board of Statutory Auditors of Liquigas S.p.A. Chairman of the Board of Directors of Con I Bambini Impresa Sociale S.r.l. Chairman of the Board of Statutory Auditors and of the Supervisory Body of Sofia SGR in liquidazione Director of Lubrogamma 2000 S.r.l. Director of Soc. Agr. Cedro S.r.l. Liquidator of ASPAL S.r.l. Sole Director of Santorini S.r.l.
Massimo Bianchi.....	Director	
Elisabetta De Bernardi Di Valserra	Director	Director of Aeroporti di Roma S.p.A. Director of Getlink SE Director of Aéroports de la Côte d’Azur Sole Director of Autostrade Concessioni e Costruzioni S.p.A.
Christoph Holzer	Director	Director of Allianz Leben Infrastrukturfonds GmbH Director of APKV Infrastrukturfonds GmbH Director of AZ-SGD Infrastrukturfonds GmbH Chairman of the Board of Directors of Appia Investments S.r.l. Member of the Management Board of AS Gasinfrastruktur GmbH Member of the Management Board of AS Gainfrastrutur Beteiligung GmbH Non-executive Director of ITALO Nuovo Trasporto Viaggiatori S.p.A.
Hongcheng Li.....	Director	Assistant President of Silk Road Fund Co., Ltd Director of Silver Amber Investment Ltd. Director of PEHP Inc.

Name	Title	Principal activities outside of Issuer
		Director of SDMC Inc. Director of BNR Lotus Holding Limited Director of ACWA Power Harbin Holdings Limited Director of China Three Gorges South Asia Investment Limited
Roberto Pistorelli	Director	Director of Gasplus S.p.A. Chairman of Supervisory Body of Humanitas S.p.A. Chairman of Supervisory Body of Humanitas Gavazzeni S.p.A. Chairman of Supervisory Body of MCH S.r.l. Chairman of Supervisory Body of ECAS S.p.A.
Nicola Rossi	Director	Director of Aeroporti di Roma S.p.A. Director of Banca Popolare del Lazio S.c.p.A. Chairman of the Board of Directors of Sistan Sgr S.p.A. Director of Fondazione Bruno Leoni Sole Director of Azienda Agricola Cefalicchio S.a.r.l.
Antonino Turicchi	Director	Chief Executive Officer of Fintecna S.p.A. Chairman of the Board of Directors of STMicroelectronics Holding N.V.

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 Supervisory Body is chaired by Mr. Giovanni Ferrara and consists of 3 members.

Senior Management

The principal executive officers of Autostrade Italia and of the Group are as follows:

Name	Title	Age
Giuliano Mari.....	Chairman of Autostrade Italia.....	75
Roberto Tomasi.....	Chief Executive Officer – General Manager of Autostrade Italia.....	53
Nicola Allocca.....	Risk Management, Compliance & Business Continuity Director of Autostrade Italia.....	43
Amedeo Gagliardi.....	Director of Legal Affairs – Director of Procurement of Autostrade Italia.....	48
Diego Maletto.....	Internal Audit Director of Autostrade Italia.....	42
Alberto Milvio.....	Chief Financial Officer of Autostrade Italia.....	61
Gian Luca Orefice.....	Human Capital and Organization Director of Autostrade Italia	51
Stefano Porro.....	External Relations, Institutional Affairs and Marketing Director of Autostrade Italia.....	46
Umberto Vallarino.....	Director of Finance.....	57
Roberto Ramaccia.....	Director of Administration and Economic Planning.....	61
Francesco Del Greco.....	Director of IT and Digital Trasformation.....	50
Massimo Iossa.....	Marketing, Brand Strategy and Customer Experience Director.....	52
Luca Fontana.....	Engineering and Project Execution Director.....	52
Milo Del Gobbo.....	Network Development Director.....	55
Giorgio Moroni.....	Director of Service Areas.....	52
Enrico Valeri.....	Network Management Director.....	61

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 20 April 2018, except for Mr. Donato Liguori, who was appointed on 11 December 2020 by the Concession Grantor, and Mr. Lorenzo De Angelis, who was appointed on 23 December 2020, 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 2020.

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. Chairman of the Board of Statutory Auditors of Cassa Depositi e Prestiti Immobiliare S.r.l. Chairman of the Board of Directors of Amministrazione Fondazione Cassa Di Risparmio di Cuneo Chairman of the Board of Directors of Satispay S.p.A. Director of F2i SGR S.p.A.
Donato Liguori.....	Auditor.....	Statutory Auditor of Autovie Venete S.p.A. Member of the Auditors' Board of Centro Internazionale Radio-Medico
Roberto Colussi.....	Auditor.....	Chairman of the Board of Statutory Auditors of Italtherry Auto Leather S.p.A. Chairman of the Board of Statutory Auditors of Premiumgas S.p.A. in liquidazione Chairman of the Board of Statutory Auditors of Titan Italia S.p.A. Statutory Auditor of Italtractor ITM S.p.A. Statutory Auditor of Turboden S.p.A. Statutory Auditor of Clarios Italia S.r.l. Statutory Auditor of Eni Mediterranea Idrocarburi S.p.A. Chairman of the Board of Statutory Auditors of Malo S.p.A. Chairman of the Board of Statutory Auditors of Mase Generators S.p.A. Statutory Auditor of Patheon Italia S.p.A. Statutory Auditor of Istituto Stomatologico Italiano Società Cooperativa Sociale – ONLUS Chairman of the Board of Statutory Auditors of Goppion S.p.A. Chairman of the Board of Statutory Auditors of Suez Trattamento Acque S.p.A. Statutory Auditor of Generalcontrol S.r.l. Statutory Auditor of Tupperware Italia S.p.A. Statutory Auditor of M.M. Automobili Italia S.p.A. Statutory Auditor of S&P Global Italy S.r.l. Statutory Auditor of Blockbuster Italia S.p.A. in liquidazione Chairman of the Board of Statutory Auditor of Altroconsumo Edizioni S.r.l. Statutory Auditor of Kodak S.p.A. Shareholder and Director of Immobiliare Pontaccio di Giuseppe Deiure e C. S.N.C. Alternate Statutory Auditor of Versalis S.p.A. Statutory Auditor of 3lettronica Industriale S.p.A. Alternate Statutory Auditor of AGB N.M.R. Holding S.p.A. Statutory Auditor of Zara Italia S.r.l. Chairman of the Board of Statutory Auditors of Expertise S.r.l. Statutory Auditor of ITNET S.r.l. Sole Director of Archimede Securitisation S.r.l. Statutory Auditor of The Nielsen Company (Italy) S.r.l. Statutory Auditor of Valassis S.r.l. Statutory Auditor of Eni Gas e Luce S.p.A. Chairman of the Board of Statutory Auditors of Farmo S.p.A. Statutory Auditor of IPG Photonics (Italy) S.r.l. Autostrade and Logistics S.p.A. Chairman of the Board of Statutory Auditors of Fermi S.p.A. Statutory Auditor of Wind Tre Italia S.p.A. Statutory Auditor of Affidea Lombardia S.r.l. Chairman of the Board of Statutory Auditors of Edward Lifesciences Italia S.p.A. Statutory Auditor of Wind Tre S.p.A. Chairman of the Board of Statutory Auditors of Belron Italia S.p.A.

Name(*)	Title	Principal activities outside of Issuer
		Statutory Auditor of Symi S.p.A. Statutory Auditor of Massimo Dutti Italia S.r.l. Chairman of the Board of Statutory Auditors of PIA S.p.A. Statutory Auditor of Breg S.r.l. Liquidator of Tasso S.r.l. in liquidazione Chairman of the Board of Statutory Auditors of Transmed S.p.A. Chairman of the Board of Statutory Auditors of IEOC S.p.A. Chairman of the Board of Statutory Auditors of IGS S.p.A. Statutory Auditor of Johnson Control Systems and Service Italy S.r.l. Statutory Auditor of Affidea S.r.l. Liquidator of Clearview S.r.l. in liquidazione Statutory Auditor of Wind Tre Retail S.r.l. Alternate Statutory Auditor of Urban Vision S.p.A. Chairman of the Board of Statutory Auditors of Whysol Investments I S.r.l. Statutory Auditor of Objectway S.p.A. Chairman of the Board of Statutory Auditors of Suez RR IWS Italia S.r.l. Liquidator of NL Investments I S.r.l. Alternate Statutory Auditor of Eni West Africa S.p.A. Statutory Auditor of McGraw-Hill Education (Italy) S.r.l. Chairman of the Board of Statutory Auditors of IQ Made in Italy Investment Company S.p.A. Chairman of the Board of Statutory Auditors of Nuova Castelli Group S.p.A. Statutory Auditor of Johnson Controls Italia S.r.l. Statutory Auditor of Johnson Controls Automotive S.r.l. Sole Director of Panthom S.r.l. Chairman of the Board of Statutory Auditors of UCFS Italia S.p.A. Sole Shareholders and Chairman of the Board of Directors of CFO S.r.l. Statutory Auditor of RB S.r.l. Statutory Auditor of Konki S.p.A. Statutory Auditor of Polos S.r.l. Statutory Auditor of CK Hutchison Networks Italia S.p.A. Chairman of the Board of Statutory Auditors of DGG S.r.l. Statutory Auditor of OW S.p.A. Sole Director of THXD S.r.l. Chairman of the Board of Statutory Auditor of Elce Energia S.r.l. Alternate Statutory Auditor of Mater-Biopolymer S.r.l. Statutory Auditor of Iniziativa Medica S.p.A. Statutory Auditor of Stern Energy S.p.A. Chairman of the Board of Statutory Auditors of Gen Set S.p.A. Alternate Statutory Auditor of Bioase S.r.l. Statutory Auditor of Nuova L.A.M.P. S.r.l. Chairman of the Board of Statutory Auditors of Irmet S.p.A. Chairman of the Board of Statutory Auditors of Innogest SGR S.p.A. 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. Statutory Auditor of Atlantia S.p.A. Chairman of the Board of Statutory Auditors of Banca Finnat Euramerica S.p.A. Chairman of the Board of Statutory Auditors of Compagnia Ferroviaria Italiana S.p.A. Chairman of the Board of Statutory Auditors of Engineering D. Hub S.p.A. Statutory Auditors of Lottomatica Giochi e Partecipazioni S.r.l. Director and Member of the Board of the Control on the Management of Nexen S.p.A. Chairman of the Board of the Statutory Auditors of Olivetti S.p.A. Chairman of the Board of the Statutory Auditors of Toyota Motor Leasing Italia S.p.A. in liquidazione
Giulia De Martino ...	Auditor.....	Chairman of the Board of Statutory Auditors of Vianini S.p.A. Director of Elettra Investimenti S.p.A. Statutory Auditor of Saipem S.p.A. Statutory Auditor of Tim S.p.A. Chairman of the Board of Statutory Auditors of Versalis S.p.A. Chairman of the Board of Statutory Auditors of e-geos S.p.A. Statutory Auditor of Eni Trading & Shipping S.p.A. Statutory Auditor of Floaters S.p.A. Statutory Auditor of Agi S.p.A. Chairman of the Board of Statutory Auditors of Novasim S.p.A. in liquidazione

Name(*)	Title	Principal activities outside of Issuer
		Statutory Auditor of Società Italiana per il Traforo del Monte Bianco S.p.A. Statutory Auditor of International Energy Services S.p.A. Chairman of the Board of Statutory Auditors of Banca Widiba S.p.A. Commissioner Liquidator of Advam Partners Sgr S.p.A. in L.C.A. Member of Surveillance Board of Credito Cooperativo Interprovinciale Veneto in L.C.A. Member of Surveillance Board of Valore Italia Holding di Partecipazioni S.p.A. 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. Alternate Statutory Auditor of Paheon Italia S.p.A. Statutory Auditor of Goppion S.p.A. Statutory Auditor of Ecolombardia 4 S.p.A. Chairman of the Board of Statutory Auditors of Bose S.p.A. Chairman of the Board of Statutory Auditors of Ellesse Int. S.p.A. Alternate Statutory Auditors of SDC System Data Center S.p.A. Statutory Auditor of Bristol Myers Squibb S.r.l. Chairman of the Board of Statutory Auditors of Rohde & Schwarz Italia S.p.A. Statutory Auditor of Nike Italy S.r.l. Alternate Statutory Auditor of Sistemi 2000 S.p.A. Statutory Auditor of Unilever Italy Holdings S.r.l. 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. Sole Statutory Auditor of Autostrade Portugal S.r.l. Statutory Auditor of Azzurra Aeroporti S.p.A. Statutory Auditor of Bank of Italy Controller of Confederazione Italiana della Proprietà Edilizia Statutory Auditor of Consorzio PattiChiari Chairman of the Board of Statutory Auditors of Energycalor S.r.l. Statutory Auditor of Esso Italiana S.r.l. Chairman of the Board of Statutory Auditors of Immobiliare Monterosso S.p.A. Statutory Auditor of Infineum Italia S.r.l. Chairman of the Board of Statutory Auditors of La Rustichella S.p.A. Statutory Auditor of Mozambique Rovuma Venture S.p.A. Controller of Registro Italiano Navale Member of the Supervisory Committee of Rhone Méditerranée S.p.A., in liquidazione coatta amministrativa Chairman of the Board of Statutory Auditors of Roma Terminal Container S.r.l. Chairman of the Board of Statutory Auditors of Sindacato Italiano Memore Alternate Auditor at Telepass S.p.A. Statutory Auditor at VECON S.p.A. Member of the Board of Directors at Conciliatore Bancario e Finanziario

(*) As at 30 June 2020, the Group had no outstanding loans to members of the Board of Statutory Auditors.

SHAREHOLDERS

As of the date of these Listing Particulars, 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 24 September 2020, the board of directors of Atlantia approved the disposal of the entire stake held in Autostrade Italia. The transaction may be completed through a dual-track process: (i) the sale of the entire stake that Atlantia S.p.A. holds in Autostrade Italia, through a competitive process; or (ii) a partial, proportional demerger and the transfer of 55% and 33%, respectively, of Autostrade Italia to a newly established company, Autostrade Concessioni e Costruzioni S.p.A., to be floated on the market, with the exit of Atlantia S.p.A. from its share capital. For additional information, see “- *Planned Disposal of Atlantia’s stake in ASPI*” below. The following table shows all shareholders of Autostrade Italia as of 11 January 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 11 January 2021.

As at the date of these Listing Particulars, Sintonia S.p.A, wholly controlled through Edizione S.r.l., is the controlling shareholder of Atlantia, holding 30.25% of its capital.

The following table shows all shareholders of Atlantia as of 11 January 2021, based on publicly available filings.

Shareholder ⁽¹⁾	Ownership Interest
Sintonia S.p.A. (and, indirectly, Edizione S.r.l.)	30.25%
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	4.85%
Free Float	51.60%
Total	100.00%

(1) Source: Commissione Nazionale per le Società e la Borsa (“CONSOB”, the Italian regulator of companies and the exchange) – last source available: 11 January 2021.

Planned Disposal of Atlantia’s stake in ASPI

Background

In the context of the discussions on the Settlement Process with the Italian Government (for additional information, see “*Business Description of the Group – Recent Developments*” above), on 24 September 2020 Atlantia initiated the disposal process of its controlling stake in ASPI, envisaging a dual-track process. Such process envisaged alternatively the outright sale of the entire stake held in ASPI or a series of transactions resulting in the disposal of its stake in ASPI, involving a demerger and a transfer of such stake for the benefit of Autostrade Concessioni e Costruzioni S.p.A. (“ACC”), a company established and wholly-owned by Atlantia for the purposes of carrying out the demerger process described herein, and the listing of ACC’s shares on the *Mercato Telematico Azionario* managed by Borsa Italiana S.p.A.

Such demerger was subject to the approval of a shareholders’ meeting of Atlantia to be held on 30 October 2020. However, on 28 October 2020, the board of directors of Atlantia decided to withdraw the proposal to the shareholders’ meeting, and postpone the demerger proposal to a shareholders’ meeting to be held no later than 15 January 2021. The board of directors of Atlantia took such decision in light of the requests by the Concession Grantor, on the basis of the observations made by the Transport Regulation Authority, to amend the EFP submitted by ASPI on 14 September 2020, which would not have allowed Atlantia’s shareholders to be sufficiently informed before the shareholders’ meeting.

Concurrently, Atlantia held discussions with CDP on the outright sale of its entire stake held in ASPI. In this respect, Atlantia received offers for the purchase of the entire 88% stake held in ASPI from CDP Equity, The Blackstone Group International Partners and Macquarie Infrastructure and Real Assets, whose economic terms and the conditions were considered by the board of directors of Atlantia to not adequately reflect the fair market value of its stake in ASPI. Nonetheless, Atlantia decided to continue the discussions with CDP and its co-investors with a view to enabling them to produce a binding offer by no later than 30 November 2020 so as to enable shareholders to consider the new offer when Atlantia's shareholders' meeting will be convened to examine the demerger discussed above.

On 2 December 2020, the board of directors of Atlantia acknowledged receipt of a letter, dated 30 November 2020, from CDP Equity S.p.A. ("**CDP Equity**"), The Blackstone Group International Partners ("**Blackstone**") and Macquarie Infrastructure and Real Assets ("**Macquarie**"), stating that the above parties are not yet able to submit a binding offer for Atlantia's entire stake in ASPI. The board of directors of Atlantia decided to meet, as planned, by mid-December 2020 in time to convene Atlantia's shareholder meeting to be held by 15 January 2021, to consider and approve the Demerger (as defined below). Should a binding offer be submitted by CDP Equity, Blackstone, Macquarie or by other investors, the board of directors of Atlantia will examine such offer and determine its response, which will be promptly announced to the market.

Planned transactions leading to the disposal of Atlantia's stake in ASPI

On 14 December 2020, the board of directors of Atlantia, having noted that CDP Equity, Blackstone and Macquarie did not submit a binding offer for Atlantia's entire stake in ASPI, approved the following transactions which are aimed at enabling Atlantia to dispose of its stake in ASPI, in accordance with Atlantia's letter to the Italian Government dated 14 July 2020 (see "*Business Description of the Group – Recent Developments*"):

- Atlantia's partial, proportional demerger in favour of ACC (the "**Demerger**") of ASPI's shares held by Atlantia representing 33.06% of ASPI's share capital. In connection with the Demerger, ACC will increase its share capital and the corresponding shares will be directly allocated to Atlantia's shareholders according to a ratio of one share in Atlantia to one share in ACC;
- Atlantia's transfer in kind to ACC of shares held by Atlantia representing 55% of ASPI's share capital (the "**Transfer**"). Following the Demerger and the Transfer, Atlantia expects to hold 62.77% of ACC's shares; however, Atlantia's actual shareholding following the Demerger and the Transfer will depend on the number of treasury shares held by Atlantia at the effective date of the Demerger and the Transfer; and
- the listing of ACC's shares on the *Mercato Telematico Azionario* managed by Borsa Italiana S.p.A. (the "**Listing**") and, together with the Transfer and the Demerger, the "**Transaction**").

The Transaction is subject to the approval of the Demerger by Atlantia's shareholders at a meeting to be held on 15 January 2021. The Demerger, the Transfer and the Listing will occur at the same time and are expected to be completed in the last quarter of 2021.

Pursuant to the Transaction, Atlantia plans to sell to third parties, at market conditions, the 62.77% stake in ACC that Atlantia will hold as a result of the Demerger and the Transfer (the "**ACC Shares Sale**"). To this end, if by 31 March 2021 (the "**Deadline for Submission of the Offer for ACC Shares**"):

- no binding offer has been received, the Transaction will not be completed and an announcement to this effect made to the market;
- one or more binding offers are received, the board of directors of Atlantia will express an opinion on such offers to be submitted to a meeting of shareholders to be held within 60 days of the Deadline for Submission of the Offer for ACC Shares to enable shareholders to resolve upon such offer(s).

The Deadline for Submission of the Offer of ACC Shares has been set in order to complete the Transaction by the end of the fourth quarter of 2021.

Notwithstanding the foregoing, if Atlantia receives a new offer for the purchase of the entire 88.06% stake in ASPI from CDP and/or from other investors, the following will apply:

- if such offer is received before 15 January 2021 (i.e. the date of the shareholders' meeting resolving on the Transaction), the board of directors of Atlantia will examine such offer and update the market on the outcome of its assessment, which will be submitted to the shareholders' meeting to be held on 15 January 2021; or
- if such offer is received after 15 January 2021 but before the effective date of the Demerger and in any case no later than 31 July 2021, subject to the board of directors of Atlantia confirming that such offer is in its interests, Atlantia will convene a new shareholders' meeting proposing the revocation of the Demerger.

The board of directors of Atlantia noted that the current circumstances allow for an informed decision by Atlantia's shareholders (as opposed to the prevailing circumstances at the end of October 2020; for additional information, see "– *Background*" above), in light of the status of the discussions between ASPI, the Concession Grantor and the other competent ministries aimed at reaching an agreement on an updated EFP and the amendments to the Single Concession Contract, which are nonetheless without prejudice to ASPI's rights under the Single Concession Contract in the event of failure to enter into a settlement agreement ending the disputes and litigation over allegations of serious breaches of the Single Concession Contract and to reach an agreement on the related annexes (i.e. the Supplemental Agreement and the new EFP).

The loss of control of ASPI by Atlantia would constitute an event of default under certain series of bonds issued by ASPI and would constitute a trigger event under the loan agreements governing ASPI's indebtedness towards the EIB and CDP. Therefore, prior to the occurrence of such loss of control, ASPI will have to obtain the consent of the holders of the affected bonds and the lenders under the loan agreements to waive such events, as well as any other waiver or consent that will be required in light of the definitive structure of the disposal of Atlantia's stake in ASPI.

In addition, the information on the planned disposal of Atlantia's stake in ASPI is based on the information made publicly available by Atlantia as of the date of these Listing Particulars. Consequently, any actual disposal of Atlantia's stake in ASPI may be carried out through a different process, or may contemplate additional or further steps which may have an impact on the Issuer.

Conditions precedent required by Atlantia to carry out the Transaction

Atlantia announced that the effectiveness of the Demerger is subject to the following conditions precedent:

- effectiveness of a settlement agreement ending the disputes and litigation over allegations of serious breaches of the Single Concession Contract, as well as of the Supplemental Agreement and the updated EFP (which are annexed to the settlement agreement and form an integral and substantive part thereof). For additional information, see "*Business Description of the Group – Recent Developments*";
- the Concession Grantor's clearance in accordance with the Single Concession Contract;
- CONSOB's approval of the relevant information document relating to the Listing;
- Borsa Italiana S.p.A.'s clearance of the admission of ACC's shares to listing on the *Mercato Telematico Azionario*
- the receipt of waivers of contractual remedies or of consent from the required majority of the holders of the relevant series of bonds issued by Atlantia and ASPI and/or from counterparties in any outstanding related contracts, where necessary under the terms and conditions of the loans and related contracts;
- the receipt of waivers of contractual remedies or of consent from Atlantia's, ASPI's and ASPI subsidiaries' lenders where required under the terms of any outstanding loan agreements;
- the release of Atlantia from the guarantees and any commitments given in connection with the obligations assumed by ASPI in its loan agreements or under the terms of public or private bond issues carried out by ASPI;
- full repayment by ASPI of any outstanding shareholder loan granted to it by Atlantia and of any other potential non-trading intercompany liabilities due to other companies of the Atlantia Group; and

- (i) receipt of a binding offer from a third-party buyer in connection with the ACC Shares Sale within the Deadline for Submission of the Offer for ACC Shares, approved by Atlantia's shareholders meeting, (collectively, the “**Conditions for the Effectiveness of the Demerger**”).

In addition, the effectiveness of the Transaction will be subject to the following conditions precedent (which are in addition to the conditions applicable to the Demerger set out above):

- receipt of consent from the required majorities of bondholders and/or lenders of Atlantia (where required by related contracts);
- clearance for the ACC Shares Sale from the antitrust authority; and
- any other conditions provided for by law for this type of transaction,

(collectively, the “**Conditions for the Effectiveness of the Sale**”).

- In view of the advanced stage of the process for approving the settlement agreement (including the amendments to the Single Concession Contract and the updated EFP), the board of directors of Atlantia decided that fulfilment of the conditions referred to in items (a) to (h) of the Conditions for the Effectiveness of the Demerger, and of the Conditions for Effectiveness of the Sale, must occur by 30 September 2021. Failing this, the related circumstances would have changed to the extent that the Transaction may no longer be in Atlantia's interests and will therefore be halted. The board of directors of Atlantia will then consider new, alternative transactions or initiatives.

Recent developments in connection with the planned disposal of Atlantia's stake in ASPI

On 28 December 2020, the board of directors of Atlantia examined the offer letter for the purchase of Atlantia's entire 88% participation in Autostrade Italia, received on 23 December from CDP Equity, Blackstone and Macquarie (the “**CDP Consortium**”).

The offer – which is non-binding and for an amount lower than the expectations of Atlantia's board of directors – includes, among others, a lower valuation for the 100% of the ASPI equity than the one indicated as a range by the CDP Consortium in its previous non-binding offers. Moreover, the offer remains subject to further potential adjustments, including as a result of the completion of due diligence process, which is currently expected to be completed by the end of January 2021.

The board of directors of Atlantia confirmed to the CDP Consortium its willingness to evaluate a potential binding offer for its entire stake held in ASPI.

CONDITIONS OF THE NOTES

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

The €1,000,000,000 2.000 per cent. Notes due 15 January 2030 (the “**Notes**”, which expression shall in these Conditions, unless the context otherwise requires, include any further notes issued pursuant to Condition 16 (*Further Issues*) and forming a single series with the Notes) of Autostrade per l’Italia S.p.A. (“**Autostrade Italia**” or the “**Issuer**”) are constituted by a Trust Deed dated 15 January 2021 (the “**Trust Deed**”) made between the Issuer and BNY Mellon Corporate Trustee Services Limited (the “**Trustee**”, which expression shall include its successor(s)) as trustee for the holders of the Notes (the “**Noteholders**”) and the holders of the interest coupons appertaining to the Notes (the “**Couponholders**” and the “**Coupons**” respectively).

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of and definitions in the Trust Deed. Copies of the Trust Deed and the Agency Agreement dated 15 January 2021 (the “**Agency Agreement**”) made between the Issuer, the initial Paying Agents (including The Bank of New York Mellon, London Branch as Principal Paying Agent) and the Trustee are available for inspection during normal business hours by the Noteholders and the Couponholders at the principal office for the time being of the Trustee, being at the date of issue of the Notes at One Canada Square, E14 5AL London, United Kingdom and at the specified office of each of the Paying Agents. The Noteholders and the Couponholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them.

1. Form, Denomination and Title

1.1 Form and Denomination

The Notes are in bearer form, serially numbered, in the denominations of €100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000. No Notes in definitive form will be issued with a denomination above €199,000. Each Note will be issued with Coupons attached on issue.

1.2 Title

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

Notes shall not be physically delivered in Belgium except to a clearing system, a depositary or other institution for the purpose of their immobilisation in accordance with article 4 of the Belgian Law of 14 December 2005.

1.3 Holder Absolute Owner

The Issuer, any Paying Agent and the Trustee will (except as otherwise required by law) deem and treat the bearer of any Note or Coupon as the absolute owner for all purposes (whether or not the Note or Coupon shall be overdue and notwithstanding any notice of ownership or writing on the Note or Coupon or any notice of previous loss or theft of the Note or Coupon) and shall not be required to obtain any proof thereof or as to the identity of such bearer.

2. 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 3 (*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.

3. Negative Pledge

3.1 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.

3.2 Interpretation

For the purposes of these Conditions:

- (a) “**Autostrade Italia Concession**” means the legal concession granted by the MIT 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;
- (b) “**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;
- (c) “**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;
- (d) “**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;
- (e) “**Group**” means Autostrade Italia and its Subsidiaries from time to time;
- (f) “**Holding Company**” means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;
- (g) “**Material Subsidiary**” means any member of the Group which accounts for more than 10% of the Consolidated Assets or Consolidated Revenues of the Group;
- (h) “**MIT**” means the Ministry of Infrastructure and Transport of the Republic of Italy;
- (i) “**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 (v) 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);
- (j) **“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;
- (k) **“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;
- (l) **“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”**;
- (m) **“Roadway Regulations”** means the regulatory framework for the granting by the MIT 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; 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);
- (n) **“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 MIT) which governs the Autostrade Italia Concession, as approved by Law No. 101/2008, as from time to time amended and supplemented; and
- (o) **“Subsidiary”** means, in respect of any Entity at any particular time, any company or corporation in which:

- (i) the majority of the votes capable of being voted in an ordinary shareholders' meeting is held, directly or indirectly, by the Entity; or
- (ii) 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.

4. Interest

4.1 Interest Rate and Interest Payment Dates

The Notes bear interest on their outstanding principal amount from and including 15 January 2021 at the rate of 2.000 per cent. *per annum*, payable annually in arrear on 15 January (each an “**Interest Payment Date**”). The first payment (for the period from and including the Issue Date to but excluding the first Interest Payment Date and amounting to €20.00 per €1,000 principal amount of Notes shall be made on 15 January 2022.

4.2 Interest Accrual

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

4.3 Calculation of Broken Interest

When interest is required to be calculated in respect of a period of less than a full year, it shall be calculated by applying the rate of 2.000 per cent. *per annum* to each €1,000 principal amount of Notes (the “**Calculation Amount**”) and on the basis of (a) the actual number of days in the period from and including the date from which interest begins to accrue (the “**Accrual Date**”) to but excluding the date on which it falls due divided by (b) the actual number of days from and including the Accrual Date to but excluding the next following Interest Payment Date. The resultant figure shall be rounded to the nearest cent, half a cent being rounded upwards. The interest payable in respect of a Note shall be the product of such rounded figure and the amount by which the Calculation Amount is multiplied to reach the denomination of the relevant Note, without any further rounding.

5. Payments

5.1 Payments in Respect of Notes

Payments of principal and interest in respect of each Note will be made against presentation and surrender (or, in the case of part payment only, endorsement) of the Note, except that payments of interest due on an Interest Payment Date will be made against presentation and surrender (or, in the case of part payment only, endorsement) of the relevant Coupon, in each case at the specified office outside the United States of any of the Paying Agents.

5.2 Method of Payment

Payments will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee and maintained with a bank in a city in which banks have access to the TARGET System.

For the purposes of these Conditions, “**TARGET System**” means the Trans European Automated Real-Time Gross Settlement Express Transfer (TARGET 2) System.

5.3 Missing Unmatured Coupons

Each Note should be presented for payment together with all relative unmatured Coupons, failing which the full amount of any relative missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the full amount of the missing unmatured Coupon which the amount so paid bears to the total amount due) will be deducted from the amount due for payment. Each amount so deducted will be paid in the manner mentioned above against presentation and surrender (or, in the case of part payment only, endorsement) of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined in Condition 7 (*Taxation*)) in respect of the relevant Note (whether or not the Coupon would otherwise have become void pursuant to Condition 8 (*Prescription*)) or, if later, five years after the date on which the Coupon would have become due, but not thereafter.

5.4 Payments Subject to Applicable Laws

Payments in respect of principal and interest on 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 7 (*Taxation*). No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

5.5 Payment Only on a Presentation Date

A holder shall be entitled to present a Note or Coupon for payment only on a Presentation Date and shall not, except as provided in Condition 4 (*Interest*), be entitled to any further interest or other payment if a Presentation Date is after the due date.

“**Presentation Date**” means a day which (subject to Condition 8 (*Prescription*)):

- (a) is or falls after the relevant due date;
- (b) is a Business Day in the place of the specified office of the Paying Agent at which the Note or Coupon is presented for payment; and
- (c) in the case of payment by credit or transfer to a euro account as referred to above, is a TARGET2 Settlement Day.

In this Condition, “**Business Day**” means, in relation to any place, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in that place and “**TARGET2 Settlement Day**” means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open.

5.6 Initial Paying Agents

The names of the initial Paying Agents and their initial specified offices are set out at the end of these Conditions. The Issuer reserves the right, subject to the prior written approval of the Trustee, at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents *provided that*:

- (a) there will at all times be a Principal Paying Agent;
- (b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be at least one Paying Agent (which may be the Principal Paying Agent) having a specified office in the place required by the rules and regulations of the relevant Stock Exchange or any other relevant authority; and
- (c) there will at all times be a Paying Agent (which may be the Principal Paying Agent) in a jurisdiction within Europe, other than the jurisdiction in which the Issuer is incorporated.

Notice of any variation, termination, appointment and/or of any changes in specified offices will be given to the Noteholders promptly by the Issuer in accordance with Condition 12 (*Notices*).

6. Redemption and Purchase

6.1 Redemption at Maturity

Unless previously redeemed or purchased and cancelled as provided below, the Issuer will redeem the Notes at their principal amount (the “**Final Redemption Amount**”) on 15 January 2030 (the “**Maturity Date**”).

6.2 Redemption for Taxation Reasons

The Notes may be redeemed at the option of the Issuer in whole, but not in part, 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 (the “**Optional Redemption Date**”)) at their principal amount (the “**Optional Redemption Amount**”) (together with interest accrued to the Optional Redemption Date), 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 7 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of a Relevant Jurisdiction (as defined in Condition 7 (*Taxation*)), 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, the certificate as sufficient evidence of the satisfaction of the condition precedent set out in (ii) above in which event it shall be conclusive and binding on all Noteholders and Couponholders.

6.3 Redemption at the Option of the Issuer (Make-Whole Call)

The Issuer may, having given:

- (a) not less than 15 nor more than 30 days’ notice to the Noteholders in accordance with Condition 12 (*Notices*); and
- (b) notice to the Trustee and the Principal Paying Agent not less than 15 days before the giving of the notice referred to in (a);

(which notices shall be irrevocable and shall specify the date fixed for redemption (the “**Optional Redemption Date**”)), redeem all of the Notes or, subject as provided in Condition 6.6 (*Provisions Relating to Partial Redemption*) below, from time to time some only, at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

For the purposes of this Condition 6.3, the Optional Redemption Amount will be an amount which is the higher of:

- (a) 100 per cent. of the principal amount of the Notes to be redeemed; or
- (b) as determined by the Reference Dealers (as defined below), the sum of the then current values of the remaining scheduled payments of principal and interest (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,

plus, in each case, any interest accrued on the Notes to, but excluding, the Optional Redemption Date.

As used in this Condition 6.3:

“Redemption Margin” shall be 0.45 per cent. *per annum*;

“Reference Bond” shall be the German government bond bearing interest at a rate of 0 per cent. *per annum* and maturing on 15 August 2029 with ISIN DE0001102473;

“Reference Dealers” shall be each of the four banks selected by the Issuer which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues; and

“Reference Bond Rate” means with respect to the Reference Dealers and the Optional Redemption Date, the average of the four 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 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 the Reference Dealers.

All Notes in respect of which any such notice is given under this Condition 6.3 shall be redeemed on the date specified in such notice in accordance with this Condition 6.3.

Unless the Issuer defaults in payment of the redemption price, from and including the Optional Redemption Date interest will cease to accrue on the Notes called for redemption pursuant to this Condition 6.3.

6.4 Redemption at the Option of the Issuer (Clean-Up Call)

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 in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption (the **“Optional Redemption Date”**)), redeem all (but not some only) of the outstanding Notes, at their principal amount (the **“Optional Redemption Amount”**), together with interest accrued and unpaid thereon to but excluding the Optional Redemption Date.

6.5 Redemption at the Option of the Issuer (3-Months Par Call)

The Issuer may, at its option, from (and including) 15 October 2029 to (but excluding) the Maturity Date, subject to having given not less than 15 nor more than 30 days’ notice to the Noteholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption (the **“Optional Redemption Date”**)), redeem all (but not some only) of the outstanding Notes, at their principal amount (the **“Optional Redemption Amount”**), together with interest accrued and unpaid thereon to but excluding the Optional Redemption Date.

6.6 Provisions Relating to Partial Redemption

In the case of a partial redemption of Notes, Notes to be redeemed will be selected, in such place as the Trustee may approve and in such manner as the Trustee may deem appropriate and fair, not more than 30 days before the date fixed for redemption. Notice of any such selection will be given not less than 15 days before the date fixed for redemption. Each notice will specify the date fixed for redemption and the aggregate principal amount of the Notes to be redeemed, the serial numbers of the Notes called for redemption, the serial numbers of Notes previously called for redemption and not presented for payment and the aggregate principal amount of the Notes which will be outstanding after the partial redemption.

6.7 Redemption at the Option of the Holders 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 6.2 (*Redemption for Taxation Reasons*), Condition 6.3 (*Redemption at the Option of the*

Issuer (Make-Whole Call)), Condition 6.4 (Redemption at the Option of the Issuer (Clean-Up Call)) or Condition 6.5 (Redemption at the Option of the Issuer (3-Months Par Call)) above 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 up to, but excluding, the Relevant Event Date.

For the purposes of this Condition 6.7:

- (a) a “**Relevant Event**” occurs if:
 - (i) a Concession Event has occurred; and/or
 - (ii) a Trigger Event has occurred;
- (b) a “**Concession Event**” occurs if:
 - (i) 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
 - (ii) the Autostrade Italia Concession or the Single Concession Contract is terminated for failure by the MIT 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
 - (iii) either Autostrade Italia or the MIT 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
 - (iv) 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 (i), (ii), (iii) and (iv) 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 (i), (ii), (iii) and (iv) 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;

- (c) 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;
- (d) “**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 12 (*Notices*), specifying the nature of the Relevant Event and providing all relevant information and the procedure for exercising the option contained in this Condition 6.7.

To exercise the option to require the Issuer to redeem a Note under this Condition 6.7, 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 5.3 (*Missing Unmatured Coupons*). 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 6.7 shall be treated as if they were Notes.

In the event that the Trustee has been notified by the Issuer that no further Notes are outstanding, this Condition 6.7 shall be deemed to no longer be effective.

6.8 Purchases

The Issuer and any of its Subsidiaries (as defined above) may at any time purchase Notes (*provided that* all unmatured Coupons appertaining to the Notes are purchased with the Notes) 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.

6.9 Cancellations

All Notes purchased by or on behalf of the Issuer or any of its Subsidiaries may be surrendered for cancellation by surrendering each such Note, together with all relative unmatured Coupons attached to the Notes, to the Principal Paying Agent and if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Coupons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged. Any Notes not so surrendered for cancellation may be reissued or resold.

6.10 Notices Final

Upon the expiry of any notice as is referred to in Condition 6.2 (*Redemption for Taxation Reasons*), Condition 6.3 (*Redemption at the Option of the Issuer (Make-Whole Call)*), Condition 6.4 (*Redemption at the Option of the Issuer (Clean-Up Call)*) or Condition 6.5 (*Redemption at the Option of the Issuer (3-Months Par Call)*) above, the Issuer shall be bound to redeem the Notes to which the notice refers in accordance with the terms of such paragraph.

7. Taxation

7.1 Payment without Withholding

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 on behalf of any of the Republic of Italy (or any jurisdiction of incorporation of any successor of the Issuer) or any political subdivision or any authority therein or thereof having power to

tax or any other taxing jurisdiction or any political subdivision or any authority therein or thereof having power to tax to which payments made by the Issuer (or any successor of the Issuer) of principal and interest on the Notes or the Coupons become generally subject (each a “**Relevant 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 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.

7.2 Interpretation

As used in these Conditions, “**Relevant Date**” in respect of any Note 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 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, the Final Redemption Amount, any Optional Redemption Amount and all other amounts in the nature of principal payable pursuant to Condition 6 (*Redemption and Purchase*) or any amendment or supplement to it, (ii) “interest” shall be deemed to include all amounts payable pursuant to Condition 4 (*Interest*) 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.

8. Prescription

Notes and Coupons will become void unless presented for payment within periods of ten (10) years (in the case of principal) and five (5) years (in the case of interest) from the Relevant Date in respect of the Notes or, as the case may be, the Coupons, subject to the provisions of Condition 5 (*Payments*).

9. 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 of the Noteholders 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 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), 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) other than any mortgage, charge, pledge, lien or other encumbrance in respect of Project Finance Indebtedness; 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 7 (*Taxation*), 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.

10. Enforcement

10.1 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 notice, 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 of the Noteholders 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.

10.2 Limitation on Trustee Actions

The Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction. Furthermore, the Trustee may also refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or if, in its opinion based upon such legal advice, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.

10.3 Enforcement by the 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 60 days and such failure or inability shall be continuing.

11. Replacement of Notes and Coupons

Should any Note or Coupon be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Principal Paying Agent upon payment by the claimant of the expenses incurred in connection with the replacement and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

12. Notices

12.1 Notices to the Noteholders

All notices to the Noteholders will be valid if published in a leading English language daily newspaper published in London or such other English language daily newspaper with general circulation in Europe as the Issuer may decide, or, so long as the Notes are admitted to trading on the Global Exchange Market of Euronext Dublin, by posting such notice on the Issuer's website at www.autostrade.it (or any other website which may replace such website as communicated by the Issuer to the Trustee and the Noteholders). The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers. If publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to have been given on such date, as the Trustee may approve. Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Noteholders in accordance with this paragraph.

12.2 Notices from the Noteholders

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Principal Paying Agent or, if the Notes are held in a clearing system, may be given through the clearing system in accordance with its standard rules and procedures.

13. Substitution

The Trustee may, without the consent of the Noteholders or Couponholders, agree with the Issuer to the substitution in place of the Issuer (or of any previous substitute under this Condition) as the principal debtor under the Notes, the Coupons and the Trust Deed of any other company being a Subsidiary of the Issuer or of any Successor in Business (as defined in the Trust Deed) of the Issuer, subject to the relevant provisions of the Trust Deed.

14. Meetings of Noteholders, Modification, Waiver, Authorisation and Determination

14.1 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 a Resolution of the Noteholders.

In relation to the convening of meetings, quorums and the majorities required to pass an 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 a 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 (as defined in the Trust Deed), at least 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.

14.2 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.

14.3 Modification, Waiver, Authorisation and Determination

The Trustee may agree, without the consent of the Noteholders or Couponholders (i) to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed or the Agency Agreement (other than a Reserved Matter), or determine, without any such consent as aforesaid, that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such (*provided that*, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders), or (ii) to any modification which, in its opinion, is of a formal, minor or technical nature or to correct a manifest error.

14.4 Trustee to have Regard to Interests of Noteholders as a Class

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Trustee shall have regard to the general interests of the Noteholders as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders except to the extent already provided for in Condition 7 (*Taxation*) and/or any undertaking given in addition to, or in substitution for, Condition 7 (*Taxation*) pursuant to the Trust Deed.

14.5 Notification to the Noteholders

Any modification, abrogation, waiver, authorisation, determination or substitution shall be binding on the Noteholders and the Couponholders and, unless the Trustee agrees otherwise, any modification or substitution shall be notified by the Issuer to the Noteholders as soon as practicable thereafter in accordance with Condition 12 (*Notices*).

15. Indemnification and Protection of the Trustee and its Contracting with the Issue

15.1 Indemnification and Protection of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility and liability towards the Issuer, the Noteholders and the Couponholders, including (i) provisions relieving it from taking action unless indemnified and/or secured and/or pre-funded to its satisfaction and (ii) provisions limiting or excluding its liability in certain circumstances. The Trust Deed provides that, when determining whether an indemnity or any security or pre-funding is satisfactory to it, the Trustee shall be entitled (i) to evaluate its risk in any given circumstance by considering the worst-case scenario and (ii) to require that any indemnity or security given to it by the Noteholders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security.

15.2 Trustee Contracting with the Issuer

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (a) to enter into business transactions with the Issuer and/or any of the Issuer's Subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer and/or any of the Issuer's Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders or Couponholders, and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

16. Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes, having terms and conditions the same as those of the Notes, or the same except for the amount and date of the first payment of interest, which may be consolidated and form a single series with the outstanding Notes. Any further notes or bonds which are to form a single series with the outstanding notes or bonds of any series (including the Notes) constituted by the Trust Deed or any supplemental deed shall, and any other further notes or bonds may (with the consent of the Trustee), be

constituted by a deed supplemental to the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Noteholders and the holders of notes or bonds of other series in certain circumstances where the Trustee so decides.

17. Governing Law and Submission to Jurisdiction(18A)

17.1 Governing Law

The Trust Deed, the Notes and the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes and the Coupons are governed by, and construed in accordance with, English law save for the mandatory provisions of Italian law relating to the meetings of Noteholders and the Noteholders' Representative.

17.2 Submission to Jurisdiction

- (a) Subject to Condition 17.2(c) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Trust Deed, the Notes or the Coupons), including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes or the Coupons (a “**Dispute**”) and each of the Issuer, the Trustee and any Noteholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.
- (b) For the purposes of this Condition, the Issuer waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
- (c) To the extent allowed by law, the Trustee, the Noteholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction and (ii) concurrent proceedings in any number of jurisdictions.

17.3 Appointment of Process Agent

The Issuer irrevocably appoints The Law Debenture Corporation Plc with its registered office at 8th Floor, 100 Bishopsgate, London, EC2N 4AG as its agent for service of process in any proceedings before the English courts in relation to any Dispute and agrees that, in the event of such agent being unable or unwilling for any reason so to act, it will immediately appoint another person approved by the Trustee as its agent for service of process in England in respect of any Dispute. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing in this Condition shall affect the right to serve process in any other manner permitted by law.

17.4 Other Documents

The Issuer has in the Agency Agreement and the Trust Deed submitted to the jurisdiction of the English courts and appointed an agent in England for service of process, in terms substantially similar to those set out above.

18. Rights of Third Parties

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Note, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE REPRESENTED BY THE GLOBAL NOTES

The following is a summary of the provisions to be contained in the Trust Deed to constitute the Notes and in the Global Notes which will apply to, and in some cases modify, the Conditions of the Notes while the Notes are represented by the Global Notes.

1. Accountholders

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of such Notes (each an “**Accountholder**”) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Notes standing to the account of any person shall, in the absence of manifest error, be conclusive and binding for all purposes) shall be treated as the holder of such principal amount of such Notes for all purposes (including but not limited to, for the purposes of any quorum requirements of, or the right to demand a poll at, meetings of the Noteholders and giving notice to the Issuer pursuant to Condition 6.7 (*Redemption at the Option of the Holders on the Occurrence of a Relevant Event*) other than with respect to the payment of principal and interest on such principal amount of such Notes, the right to which shall be vested, as against the Issuer and the Trustee, solely in the bearer of the relevant Global Note in accordance with and subject to its terms and the terms of the Trust Deed. Each Accountholder must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment made to the bearer of the relevant Global Note.

2. Payments

On and after 24 February 2021, no payment will be made on the Temporary Global Note unless exchange for an interest in the Permanent Global Note is improperly withheld or refused. Payments of principal and interest in respect of Notes represented by a Global Note will, subject as set out below, be made to the bearer of such Global Note and, if no further payment falls to be made in respect of the Notes, against surrender of such Global Note to the order of the Principal Paying Agent or such other Paying Agent as shall have been notified to the Noteholders for such purposes. The Issuer shall procure that the amount so paid shall be entered *pro rata* in the records of Euroclear and Clearstream, Luxembourg and the nominal amount of the Notes recorded in the records of Euroclear and Clearstream, Luxembourg and represented by such Global Note will be reduced accordingly. Each payment so made will discharge the Issuer’s obligations in respect thereof. Any failure to make the entries in the records of Euroclear and Clearstream, Luxembourg shall not affect such discharge. Payments of interest on the Temporary Global Note (if permitted by the first sentence of this paragraph) will be made only upon certification as to non-U.S. beneficial ownership unless such certification has already been made.

3. Notices

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg (as the case may be) for communication to the relevant Accountholders rather than by publication as required by Condition 12 (*Notices*), *provided that*, so long as the Notes are listed on any stock exchange, notices shall also be published in accordance with the rules of such exchange. Any such notice shall be deemed to have been given to the Noteholders on the day on which such notice is delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) as aforesaid.

Whilst any of the Notes held by a Noteholder are represented by a Global Note, notices to be given by such Noteholder may be given by such Noteholder (where applicable) through the applicable clearing system’s operational procedures approved for this purpose and otherwise in such manner as the Principal Paying Agent and the applicable clearing system may approve for this purpose.

4. Interest Calculation

For so long as Notes are represented by one or both of the Global Notes, interest payable to the bearer of a Global Note will be calculated by applying the rate of 2.000 per cent. per annum to the principal amount of the Global Note and on the basis of (a) the actual number of days in the period from and including the date from which interest begins to accrue (the “**Accrual Date**”) to but excluding the date on which it falls due divided by (b) the actual number of days from and including the Accrual Date to but excluding the next following Interest Payment Date. The resultant figure shall be rounded to the nearest cent, half a cent being rounded upwards.

5. Exchange

The Permanent Global Note will be exchangeable in whole but not in part (free of charge to the holder) for definitive Notes only:

- (a) upon the happening of any of the events defined in the Trust Deed as “Events of Default”;
- (b) 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 no successor clearing system is available; or
- (c) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes in definitive form and a certificate to such effect signed by two authorised signatories of the Issuer is given to the Trustee.

Thereupon (in the case of (a) and (b) above) the holder of the Permanent Global Note (acting on the instructions of one or more of the Accountholders (as defined below)) or the Trustee may give notice to the Issuer and the Principal Paying Agent and (in the case of (c)) the Issuer may give notice to the Trustee, the Principal Paying Agent and the Noteholders, of its intention to exchange the Permanent Global Note for definitive Notes. Any exchange shall occur no later than 45 days after the date of receipt of the first relevant notice by the Principal Paying Agent.

Exchanges will be made upon presentation of the Permanent Global Note to or to the order of the Principal Paying Agent on any day on which banks are open for general business in London. In exchange for the Permanent Global Note the Issuer will deliver, or procure the delivery of, an equal aggregate principal amount of definitive Notes (having attached to them all Coupons in respect of interest which has not already been paid on the Permanent Global Note), security printed in accordance with any applicable legal and stock exchange requirements and in or substantially in the form set out in the Trust Deed. On exchange of the Permanent Global Note, the Issuer will procure that it is cancelled and, if the holder so requests, returned to the holder together with any relevant definitive Notes.

6. Prescription

Claims against the Issuer in respect of principal and interest on the Notes represented by a Global Note will be prescribed after ten (10) years (in the case of principal) and five (5) years (in the case of interest) from the Relevant Date (as defined in Condition 7 (*Taxation*)).

7. Cancellation

Cancellation of any Note represented by a Global Note and required by the Conditions of the Notes to be cancelled following its redemption or purchase will be effected by instruction to Euroclear and Clearstream, Luxembourg to make appropriate entries in their records in respect of all Notes which are cancelled.

8. Relevant Event Put Option

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, the option of the Noteholders provided for in Condition 6.7 (*Redemption at the Option of the Holders on the Occurrence of a Relevant Event*) may be exercised by an Accountholder giving notice to the Principal Paying Agent

in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instructions by Euroclear or Clearstream, Luxembourg or any common depositary for them to the Principal Paying Agent by electronic means) of the principal amount of the Notes in respect of which such option is exercised and the Issuer shall procure that the portion of the principal amount of the relevant Global Note so redeemed shall be entered in the records of Euroclear and/or Clearstream, Luxembourg.

9. Redemption at the Option of the Issuer

For so long as all of the Notes are represented by one or both of the Global Notes and such Global Note(s) is/are held on behalf of Euroclear and/or Clearstream, Luxembourg, no selection of Notes to be redeemed will be required under Condition 6.6 (*Provisions relating to Partial Redemption*) in the event that the Issuer exercises its call option pursuant to Condition 6.3 (*Redemption at the Option of the Issuer (Make-Whole Call)*) 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).

10. Euroclear and Clearstream, Luxembourg

Notes represented by a Global Note are transferable in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as appropriate.

TAXATION

The statements herein regarding taxation are based on the laws in force as at the date of these Listing Particulars and are subject to any changes in law occurring after such date, which changes could be made also on a retroactive basis.

The following overview 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 or Coupons 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 or Coupons are advised to consult their own tax advisers concerning the overall tax consequences of their acquiring, holding and disposing of the Notes or Coupons, 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.

Italian Taxation

In this Italian Taxation section any reference to (i) the Notes includes also the Coupons and (ii) the Noteholders includes also the Couponholders, where the context so admits.

Tax treatment of the Notes

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 falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) traded on a regulated market or multilateral trading facility of an EU or EEA Member State which exchanges information with the Italian tax authorities.

For this purpose, pursuant to Article 44 of Presidential Decree No. 917 of 22 December 1986 (**Decree No. 917**) bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) are securities that incorporate an unconditional obligation to pay, at redemption or maturity, an amount not lower than their nominal value and which do not grant the holder any direct or indirect right of participation to (or control of) the management of the issuer.

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*), stock brokers and other qualified entities identified by a decree of the Ministry of Finance (together the **Intermediaries** and each an **Intermediary**). An Intermediary 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 and the relevant coupons are not deposited with an Intermediary meeting the requirements under (a) and (b) above, the *imposta sostitutiva* is applied and withheld by any Italian intermediary paying Interest to the holders of the Notes or, absent that, by the Issuer.

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 from time to time applicable as set forth under Italian law.

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 Funds, *provided that* the Real Estate Fund is the beneficial owner of the payments under the Notes and the Notes, together with the relevant coupons, 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 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.

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 requirements from time to time applicable as set forth under Italian law.

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 either (a) beneficial owners or (b) certain institutional investors, even if not possessing the status of taxpayers in their own country of incorporation, 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 not possessing the status of taxpayers in their own country of incorporation;
- (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; 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.

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 Interest 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.

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.

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 under Italian law.

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 under Italian law.

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 beneficiary of any such transfer is a disabled individual, whose handicap is recognised pursuant to Law No. 104 of 5 February 1992, the tax is applied only on the value of the assets (including the Notes) received in excess of €1,500,000 at the rates illustrated above, depending on the type of relationship existing between the deceased or donor and the beneficiary.

The transfer of financial instruments (including the Notes) as a result of death is exempt from inheritance tax when such financial instruments 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 under Italian law.

Stamp duties

Pursuant to Article 13(2-ter) of the tariff Part I attached to Presidential Decree No. 642 of 26 October 1972, 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 29 July 2009, as subsequently amended, supplemented and restated) of an entity that exercises a banking, financial or insurance activity in any form within the Italian territory.

Tax monitoring

Pursuant to Law Decree No. 167 of 28 June 1990, converted with amendments by Law No. 227 of 4 August 1990, 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 under certain conditions, are required to report for tax monitoring purposes in their yearly income tax return the amount of investments directly or indirectly held abroad.

The requirement applies also where the persons above, being not the direct holder of the financial instruments, are the beneficial owner of the instrument.

No disclosure requirements exist, *inter alia*, for investments and financial activities (including the Notes) under management or administration entrusted to Italian resident intermediaries and for contracts concluded through their intervention, *provided that* the cash flows and the income derived from such activities and contracts have been subject to Italian withholding or substitute tax by intermediaries themselves.

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).

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.

Foreign Account Tax Compliance Act (FATCA)

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a “**foreign financial institution**” (as defined by FATCA) 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. The Issuer may be classified as foreign financial institution.

A number of jurisdictions (including 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. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. 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 Notes, are uncertain and may be subject to change. On 13 December 2018, the Treasury and the Internal Revenue Service (“**IRS**”) issued Proposed Regulations (REG-132881-17) under FATCA, eliminating withholding on the payments of gross proceeds and deferring withholding on foreign passthru payments.

Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, 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 and Notes 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 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 Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA.

Holders should consult their own tax advisers regarding how these rules may apply to their investment in Notes.

SUBSCRIPTION AND SALE AND TRANSFER AND SELLING RESTRICTIONS

Morgan Stanley & Co. International plc as the global coordinator and sole active bookrunner (the “**Global Coordinator and Sole Active Bookrunner**”) and Banca Akros S.p.A. – Gruppo Banco BPM, BNP Paribas, Goldman Sachs International, Intesa Sanpaolo S.p.A., Mediobanca – Banca di Credito Finanziario S.p.A., Natixis, UniCredit Bank AG and Unione di Banche Italiane S.p.A. (the “**Other Bookrunners**” and, together with the Global Coordinator and Sole Active Bookrunner, the “**Bookrunners**”) have, pursuant to a subscription agreement (the “**Subscription Agreement**”) dated 14 January 2021 and subject to the conditions contained therein, agreed to subscribe the Notes at the issue price of 99.099 per cent. of their principal amount. The Issuer will pay commissions to the Bookrunners and will also reimburse the Bookrunners in respect of certain of their expenses, and has agreed to indemnify the Bookrunners against certain liabilities incurred in connection with the issue of the Notes. The Subscription Agreement may be terminated in certain circumstances prior to payment to the Issuer.

United States

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States 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 or not subject to 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 Bookrunner has agreed that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver the Notes (i) as part of its distribution at any time; or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date within the United States or to, or for the account or benefit of, U.S. persons, and that it will have sent 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.

In addition, until 40 days after the commencement of the offering, an offer or sale of 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.

Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Prohibition of sales to EEA retail investors

Each Bookrunner has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes 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.

United Kingdom

Each Bookrunner has represented and agreed that:

- (a) it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes 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:

- (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 (EUWA); or
 - (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, 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 United Kingdom domestic law by virtue of the EUWA;
- (b) 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 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
 - (c) 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.

Hong-Kong

Each Bookrunner has represented and agreed that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (i) to persons whose ordinary business is to buy or sell shares or debentures (whether as principal or agent); or (ii) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (“**SFO**”) and any rules made under the SFO; or (iii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the “**CWUMPO**”) or which do not constitute an offer to the public within the meaning of the CWUMPO; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

Republic of Italy

The offering of the Notes has not been registered with the *Commissione Nazionale per la Società e la Borsa* (“**CONSOB**”) pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of these Listing Particulars or of any other document relating to the Notes be distributed in the Republic of Italy, except:

- (i) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of Regulation (EU) No. 1129 of 14 June 2017 (the “**Prospectus Regulation**”), Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the “**Financial Services Act**”) and the implementing CONSOB regulations, including CONSOB Regulation No. 11971 of May 14, 1999, as amended; 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.

Any offer, sale or delivery of the Notes or distribution of copies of these Listing Particulars or any other document relating to the Notes in the Republic of Italy under paragraph (i) or (ii) above must:

- (a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the “**Banking Act**”) and any other applicable laws or regulations;

- (b) comply with all relevant Italian securities, tax, exchange control and any other applicable laws and regulations and any other applicable requirement or limitation that may be imposed from time to time by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, issued on 25 August 2015 (as amended on 10 August 2016 and as further amended from time to time) or and/or any other Italian authority; and
- (c) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or the Bank of Italy or any other Italian authority.

Singapore

Each Bookrunner has acknowledged that these Listing Particulars have not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Bookrunner has represented, warranted and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, these Listing Particulars or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the SFA)) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law;
- (4) as specified in Section 276(7) of the SFA; or
- (5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Switzerland

The offering of the Notes in Switzerland is exempt from requirement to prepare and publish a prospectus under the Swiss Financial Services Act ("**FinSA**") because the Notes have a minimum denomination of CHF 100,000 (or equivalent in another currency) or more and the Notes will not be admitted to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. These Listing Particulars do not constitute a prospectus pursuant to the FinSA, and no such prospectus has been or will be prepared for or in connection with the offering of the Notes.

Canada

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

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

General

No action has been taken by the Issuer or the Bookrunners that would, or is intended to, permit a public offer of the Notes in any country or jurisdiction where any such action for that purpose is required. Accordingly, each Bookrunner has undertaken that it will not, directly or indirectly, offer or sell any Notes or distribute or publish any offering circular, prospectus, form of application, advertisement or other document or information will be distributed or published in any country or jurisdiction except under circumstances that will, to the best of its knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Notes by it will be made on the same terms.

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 issue of the Notes was duly authorised by a notarial resolution of the Board of Directors of the Issuer passed on 11 January 2021.

Listing and Admission to Trading

Application has been made to Euronext Dublin for the Notes to be admitted to listing on the Official List and trading on the Global Exchange Market, which is the exchange regulated market of Euronext Dublin. The Global Exchange Market is not a regulated market for the purposes of MiFID II.

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in relation to the Notes and is not itself seeking admission of the Notes to the Official List of Euronext Dublin or to trading on the Global Exchange Market of Euronext Dublin.

Foreign languages used in the Listing Particulars

The language of these Listing Particulars 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.

Documents Available

For as long as the Notes are listed on the Official List of Euronext Dublin and admitted to trading on the Global Exchange Market, copies of the following documents will, when published, be available for inspection in physical copy, free of charge in English from the registered office of the Issuer and from the specified offices of the Principal Paying Agent:

- (i) the by-laws (*statuto*) of the Issuer (with an English translation thereof);
- (ii) the annual report and the annual audited consolidated financial statements of the Issuer for the financial years ended on 31 December 2018 and 31 December 2019 and the unaudited interim consolidated and non-consolidated financial statements of the Issuer for the six-month periods ending on 30 June 2019 and 30 June 2020 (in each case in English);
- (iii) press release dated 13 November 2020 containing the unaudited condensed consolidated interim results of Autostrade Italia as at and for the nine months ended on 30 September 2020 (in English);
- (iv) the Trust Deed (which contains the forms of the Global Notes, the Notes in definitive form and the Coupons), and the Agency Agreement;
- (v) a copy of these Listing Particulars and the documents incorporated by reference herein.

Websites

The website of the Issuer is <https://www.autostrade.it/en/home>. The information on <https://www.autostrade.it/en/home> does not form part of these Listing Particulars, except where that information has been incorporated by reference into these Listing Particulars.

Eurosystem Eligibility

The Notes are issued in NGN form and intended to be held in a manner which would allow Eurosystem eligibility. This simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper 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 of the Notes 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.

Clearing and Settlement Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The ISIN for this issue is XS2278566299 and the Common Code is 227856629. The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

Legended Notes

The Permanent Global Note, definitive Notes and the Coupons will contain 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 significant change in the financial or trading position of the Issuer or of the Group since 30 September 2020 and there has been no material adverse change in the prospects of the Issuer since 31 December 2019.

Material Contracts

Except as disclosed in *“Business Description of the Group – The Autostrade Italia Investment Plan”*, neither the Issuer nor any of its consolidated subsidiaries has, since 30 June 2020, 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.

Litigation

Except as disclosed in *“Business Description of the Group—Legal Proceedings”* and *“Business Description of the Group – Recent Developments”*, none of the Issuer or any of its consolidated subsidiaries is or has been involved in any governmental, legal or arbitration proceedings during the 12 months preceding these Listing Particulars which may have or have had in the recent past, significant effects on the financial position or profitability of the Group, nor so far as the Issuer is aware, are any such governmental, legal or arbitration proceedings pending or threatened.

Bookrunners transacting with the Issuer

The Bookrunners and their respective affiliates, including parent companies, engage and may in the future engage, in financing, in investment banking, commercial banking (including derivatives contracts, the provision of loan facilities and consultancy services) and other related transactions with, and may perform services for the Issuer and its affiliates (including other members of the Group) in the ordinary course of business. The Bookrunners and their respective affiliates, including parent companies, may have positions, deal or make markets in the Notes 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 Bookrunners and their respective 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 its affiliates or any entity related to the Notes. The Bookrunners and their respective 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, the Bookrunners and their respective 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 the Issuer's securities, including potentially the Notes offered hereby. Any such short positions could adversely affect future trading prices of the Notes. The Bookrunners and their respective 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. For the purposes of this paragraph, the term "affiliates" includes also parent companies.

Banca Akros S.p.A. – Gruppo Banco BPM, Intesa Sanpaolo S.p.A., Mediobanca – Banca di Credito Finanziario S.p.A., Morgan Stanley & Co. International plc, Natixis, UniCredit Bank AG and Unione di Banche Italiane S.p.A. and their respective affiliates have participated as bookrunners in the issuance of €1,250,000,000 in nominal amount of notes maturing on 4 December 2028.

As further described in the section "*Subscription and Sale and Transfer and Selling Restrictions*", the Bookrunners will receive a commission.

Corporate Governance

As at the date of these Listing Particulars, 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 Deloitte & Touche S.p.A., with registered office at Via Tortona, 25, 20144 Milan, Italy ("**Deloitte**" or the "**Independent Auditors**").

Deloitte is registered under No. 132587 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 independent Auditors' appointment was conferred for the period 2012 to 2020 by the shareholders' meeting held on 24 April 2012 and will expire on the date of the shareholders' meeting convened to approve Autostrade Italia's financial statements for the financial year ending 2020.

Deloitte & Touche S.p.A. audited, in accordance with International Standards on Auditing (ISA Italia), the Issuer's financial statements for the financial years ended on 31 December 2018 and 31 December 2019, as stated in the English translation of their reports incorporated by reference herein. The financial statements were prepared in accordance with IFRS as adopted in the European Union Regulation No. 1606/2002 and the requirements of Italian regulations issued pursuant to Article 9 of Italian Legislative Decree no. 38/2005. The English translation of the annual financial statements referred to above, together with the English translation of the relevant independent auditors' report, are incorporated by reference in these Listing Particulars.

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