



ASTM S.p.A.

subject to the direction and coordination of Nuova Argo Finanziaria S.p.A.
(incorporated with limited liability under the laws of the Republic of Italy)

€4,000,000,000

Euro Medium Term Note Programme

Under the €4,000,000,000 Euro Medium Term Note Programme (the “**Programme**”) described in this Base Prospectus, ASTM S.p.A. (“**ASTM**” or the “**Issuer**”), subject to the direction and coordination of Nuova Argo Finanziaria S.p.A., may, from time to time, subject to all applicable laws and regulations, issue notes (the “**Notes**”) qualifying as *obbligazioni non convertibili* pursuant to Article 2410 of the Italian Civil Code in any currency agreed between the Issuer and the relevant Dealer(s) (as defined below). The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed €4,000,000,000 (or its equivalent in other currencies at the date of issue), save that the maximum aggregate principal amount may be increased from time to time, subject to compliance with the relevant provisions of the Programme and applicable laws and regulations in force from time to time.

Investing in Notes issued under the Programme involves certain risks. For a discussion of these risks, see “Risk Factors” beginning on page 6 below.

The Base Prospectus has been approved by the Central Bank of Ireland (the “**Central Bank**”), as competent authority under Regulation (EU) No. 2017/1129 of 14 June 2017 (the “**Prospectus Regulation**”). The Central Bank only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Issuer or the quality of the Notes that are the subject of this Base Prospectus and investors should make their own assessment as to the suitability of investing in the Notes. This Base Prospectus is valid for a period of twelve months from the date of approval. Such approval relates only to the Notes which are to be admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin (“**Euronext Dublin**”) or other regulated markets for the purposes of Directive 2014/65/EU or which are to be offered to the public in any member state of the European Economic Area. Application has been made to Euronext Dublin for the Notes to be admitted to the Official List and trading on its regulated market. The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further competent authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer.

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

ASTM’s long-term senior unsecured debt is currently rated “Baa3” (stable outlook) by Moody’s Investors Service España, S.A. (“**Moody’s**”) and “BBB-” (negative outlook) by Fitch Ratings Ireland Limited (“**Fitch**”). Each of Moody’s and Fitch is established in the European Union and registered under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”) and as such is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with the CRA Regulation. Tranches of Notes to be issued under the Programme will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to the Issuer or to Notes already issued. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed in the relevant Final Terms. **A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.**

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

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

Mediobanca	Arrangers	UniCredit
Mediobanca	Dealers	UniCredit
	15 November 2021	

IMPORTANT NOTICES

This Base Prospectus comprises a base prospectus for the purposes of Article 8 of Regulation (EU) No. 2017/1129 of 14 June 2017 (as amended, the “**Prospectus Regulation**”).

ASTM, a company subject to the direction and co-ordination of Nuova Argo Finanziaria S.p.A. in accordance with Articles 2497 et seq. of the Italian Civil Code, accepts responsibility for the information contained in this Base Prospectus and declares that, to the best of its knowledge, the information contained in this Base Prospectus is in accordance with the facts and that the Base Prospectus makes no omission likely to affect its import.

Each Tranche (as defined herein) of Notes will be issued on the terms set out herein under “*Terms and Conditions of the Notes*” (the “**Conditions**”) as completed by a document specific to such Tranche called final terms (the “**Final Terms**”) or in a separate prospectus specific to such Tranche (the “**Drawdown Prospectus**”) as described under “*Final Terms and Drawdown Prospectuses*” below.

This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see “*Information Incorporated by Reference*”). This Base Prospectus must be read and construed together with any amendments or supplements hereto and, in relation to any Tranche of Notes which is the subject of Final Terms, must be read and construed together with the relevant Final Terms. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context requires otherwise.

The only persons authorised to use this Base Prospectus in connection with an issue of Notes are the persons named in Paragraph 8 (*Distribution*) of “*Part B – Other information*” of the applicable Final Terms as the relevant Dealer or the Managers, as the case may be.

The Issuer has confirmed to the Dealers named in “*General Description of the Programme*” below that this Base Prospectus contains all information which is (in the context of the Programme, the issue, offering and sale of the Notes) material to an investor for making an informed assessment of the assets and liabilities, profits and losses, financial position and prospects of the Issuer and the Group and of the rights attaching to the Notes and the reasons for the issuance and its impact on the Issuer; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Base Prospectus does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme, the issue, listing, offering and sale of the Notes) not misleading in any material respect; and that all proper enquiries have been made to ascertain or verify the foregoing.

No person has been authorised by the Issuer to give any information or to make any representation not contained in this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by the Issuer and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer, the Trustee, the Agents or any Dealer.

None of the Dealers, the Trustee or the Agents, nor any of their respective affiliates have authorised the whole or any part of this Base Prospectus and none of them makes any representation or warranty or accepts any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus. Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer or of the Issuer and the Group (as defined below) since the date thereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes (i) is intended to provide the basis of any credit or other evaluation, (ii) constitutes an offer or an invitation to

subscribe for or purchase any Notes or (iii) should be considered as a recommendation by the Issuer or any of the Dealers that any recipient of this Base Prospectus, any Final Terms or any other information supplied in connection with the Programme or any Notes should purchase any Notes. In addition, with respect to Notes described as “Step Up Notes”, none of the Dealers will verify or monitor if such Notes satisfy the investors’ requirements or standards for investment in assets with sustainability characteristics, nor the consistency of the Scope 1 and 2 Emissions Condition and the Scope 3 Emissions Condition, as well as the Scope 1 and 2 Emissions Percentage Threshold and the Scope 3 Emissions Percentage Threshold with the investment requirements and expectation of any potential investor in the Notes. Any recipient of this Base Prospectus or any Final Terms and each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and the Group upon advice from such financial, legal and tax advisers as it has deemed necessary.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes or shall be construed as an offer or invitation by or on behalf of the Issuer, the Trustee, the Agents or any of the Dealers to any person to subscribe for or to purchase any Notes.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Notes, see “*Subscription and Sale*”. In particular, 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, Notes may not be offered, sold or delivered within the United States or to U.S. persons.

The maximum aggregate principal amount of Notes outstanding at any one time under the Programme will not exceed €4,000,000,000 (and, for this purpose, any Notes denominated in another currency shall be translated into euro at the date of the agreement to issue such Notes (calculated in accordance with the provisions of the Dealer Agreement)). The maximum aggregate principal amount of Notes which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealer Agreement (as defined under “*Subscription and Sale*”).

MiFID II PRODUCT GOVERNANCE / TARGET MARKET

The Final Terms or Drawdown Prospectus, as the case may be, in respect of any Notes will include a legend entitled “**MiFID II Product Governance**” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, “**MiFID II**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (as amended, the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET

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

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 or the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or the UK may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”).

For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, “**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the “**FSMA**”) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA. Consequently, no key information document required by the PRIIPs Regulation 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.

THE NOTES MAY NOT BE A SUITABLE INVESTMENT FOR ALL INVESTORS

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

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

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

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 and tax advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal and tax advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

USE OF WEBSITES

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

PRESENTATION OF INFORMATION

In this Base Prospectus, unless otherwise specified, references to a "**Member State**" are references to a Member State of the European Economic Area, references to "**U.S.\$**", "**U.S. dollars**" or "**dollars**" are to United States dollars, references to "**R\$**", "**BRL**" or "**Reais**" are to the Brazilian Reais and references to "**€**", "**EUR**", "**euro**" or "**Euro**" are to the currency introduced at the start of the third stage of the European Economic and Monetary

Union and as defined in Article 2 of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the euro, as amended.

The language of this Base Prospectus 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.

Certain figures included in this Base Prospectus 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.

INDUSTRY AND MARKET DATA

Except where sourced from internal management's analysis of the Issuer's consolidated financial statements, information and statistics presented in this Base Prospectus regarding market volumes and the market share of the Issuer's motorway subsidiaries and their market share in comparison to their competitors' has been extracted from an independent source, namely AISCAT – *Associazione Italiana Società Concessionarie Autostrade e Trafori* and ISTAT – *Istituto Nazionale di Statistica*. The Issuer confirms that such information has been identified where used and accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by AISCAT – *Associazione Italiana Società Concessionarie Autostrade e Trafori* and/or ISTAT – *Istituto Nazionale di Statistica*, no facts have been omitted which would render the reproduced information inaccurate or misleading. Although the Issuer believes that the external source used is reliable, the Issuer has not independently verified the information provided by the source.

SECOND PARTY OPINIONS AND EXTERNAL VERIFICATION

In connection with the issue of Notes described as “Step Up Notes” under the Programme, the Issuer may request a provider of second-party opinions to issue a Sustainability-Linked Financing Framework Second-party Opinion (as defined in “*Risk Factors – Step Up Notes may not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics*”). See “*Description of the Issuer – Recent Developments*” below for additional information on the Sustainability-Linked Financing Framework Second-party Opinion issued by Vigeo Eiris on 9 November 2021. In addition, in connection with the issue of Step Up Notes under the Programme, the Issuer will engage an Assurance Provider (as defined in the Conditions) to carry out the relevant assessments required for the purposes of providing an Assurance Report in relation to the Step Up Notes, pursuant to Condition 8 (*Step Up Option*). Each such Sustainability-Linked Financing Framework Second-party Opinion or Assurance Report will be accessible through the Issuer's website. However any information on, or accessible through, the Issuer's website and the information in such opinions or report or any past or future Assurance Report is not part of this Base Prospectus and should not be relied upon in connection with making any investment decision with respect to any Notes to be issued under the Programme. Prospective investors must determine for themselves the suitability, reliability and relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in the Notes. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. In addition, no assurance or representation is given by the Issuer, the Arrangers, the Dealers or any of their affiliates, second party opinion providers or the Assurance Provider as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party in connection with the offering of any Step Up Notes issued under the Programme. Any such opinion, report or certification and any other document related thereto is not, nor shall it be deemed to be, incorporated in and/or form part of this Base Prospectus.

FORWARD-LOOKING STATEMENTS

This Base Prospectus, including, without limitation, any documents incorporated by reference herein, may contain forward-looking statements, including (without limitation) statements identified by the use of terminology such as “anticipates”, “believes”, “estimates”, “expects”, “intends”, “may”, “plans”, “projects”, “will”, “would” or similar words. These statements are based on the Issuer's current expectations and projections about future events and involve substantial uncertainties. All statements, other than statements of historical facts, contained herein regarding the Issuer's strategy, goals, plans, future financial position, projected revenues and costs or prospects are forward-looking statements.

Forward-looking statements are subject to inherent risks and uncertainties, some of which cannot be predicted or quantified. Future events or actual results could differ materially from those set forth in, contemplated by or underlying forward-looking statements. The Issuer does not undertake any obligation to publicly update or revise any forward-looking statements.

UNAUDITED PRO FORMA FINANCIAL INFORMATION

This Base Prospectus contains the Group's (i) unaudited *pro forma* consolidated statement of financial position as of 30 June 2021, (ii) unaudited *pro forma* consolidated income statement for the six months ended 30 June 2021, (iii) unaudited *pro forma* consolidated income statement for the year ended 31 December 2020, in each case together with the related explanatory notes (the "**Unaudited Pro Forma Consolidated Financial Information**").

The Unaudited *Pro Forma* Consolidated Financial Information represents a simulation, for illustrative purposes only, of the main potential impacts that may derive from the consolidation on a line by line basis of EcoRodovias and its consolidated subsidiaries (the "**EcoRodovias Group**"), which is expected to be effective from 16 November 2021 (the "**EcoRodovias Consolidation**"), the acquisition of the control over the Società Italiana per il Traforo Autostradale del Fréjus S.p.A. ("**SITAF**") group, which took effect as of 1 April 2021 (the "**SITAF Consolidation**") and the merger by incorporation of NAF 2 into ASTM which took effect on 5 November 2021 (the "**NAF 2 Merger**").

The Unaudited *Pro Forma* Consolidated Financial Information has been prepared on a voluntary basis to reflect the EcoRodovias Consolidation, the SITAF Consolidation and the NAF 2 Merger, based on available information and certain assumptions described in the Unaudited *Pro Forma* Consolidated Financial Information. The Unaudited *Pro Forma* Consolidated Financial Information has been prepared to simulate, using accounting principles that are consistent with those used in relation to the preparation of the Issuer's published historical consolidated financial statements and compliant with the applicable legislation, the main effects of the Group, as if the EcoRodovias Consolidation, SITAF Consolidation and the Merger had occurred on:

- (i) 30 June 2021, for the purpose of the unaudited *pro forma* consolidated statement of financial position as of 30 June 2021;
- (ii) 1 January 2021, for the purpose of the unaudited *pro forma* consolidated income statement for the six months ended 30 June 2021;
- (iii) 1 January 2020, for the purpose of the unaudited *pro forma* consolidated income statement for the year ended 31 December 2020.

At the request of the Issuer, PricewaterhouseCoopers S.p.A. issued a report on the Unaudited *Pro Forma* Consolidated Financial Information, which is included, together with the Unaudited *Pro Forma* Consolidated Financial Information, in the section of this Base Prospectus entitled "*Annex A – Unaudited Pro Forma Consolidated Financial Information*". PricewaterhouseCoopers S.p.A. has given and has not withdrawn its written consent to the inclusion in this Base Prospectus of its report on the Unaudited *Pro Forma* Consolidated Financial Information.

FINANCIAL INFORMATION OF SITAF AND ECORODOVIAS

For the purpose of preparing the Unaudited *Pro Forma* Consolidated Financial Information reference has been made to the financial information included in the consolidated financial statements of SITAF for the year ended 31 December 2020, the consolidated financial statements of EcoRodovias for the year ended 31 December 2020 and the consolidated financial statements of EcoRodovias for the half-year ended 30 June 2021, each incorporated by reference in this Base Prospectus (see "*Information Incorporated by Reference*" below). The Issuer has not independently verified the information provided therein.

In addition, this Base Prospectus contains certain financial information derived from the consolidated financial statements of SITAF for the years ended 31 December 2020 and 2019, the consolidated financial statements of EcoRodovias for the years ended 31 December 2020 and 2019 and the consolidated financial statements of EcoRodovias for the half-year ended 30 June 2021. While the Issuer has compiled, extracted and, to the best of

its knowledge, correctly reproduced such financial information, the Issuer has not independently verified the information provided therein.

The Issuer cannot assure investors of the accuracy and completeness of, and takes no responsibility for, such information other than the responsibility for the correct and accurate reproduction thereof. Undue reliance should therefore not be placed on such information.

NON-IFRS FINANCIAL INFORMATION

Alternative Performance Measures

This Base Prospectus, the management report (*relazione sulla gestione*) included in the audited consolidated financial statements of ASTM as at and for the years ended 31 December 2019 and 2020, the unaudited consolidated interim financial report of ASTM as at and for the half-year ended 30 June 2021 and the press release relating to the interim results as at 30 September 2021 (the “**2021 Q3 Results Press Release**”), which are incorporated by reference in this Base Prospectus, contain certain alternative performance measures (“**APMs**”) which are different from the IFRS financial indicators obtained directly from the audited consolidated financial statements of ASTM as at and for the years ended 31 December 2019 and 2020 and the unaudited consolidated interim financial report of ASTM as at and for the half-year ended 30 June 2021.

On 3 December 2015, CONSOB issued Communication No. 92543/15, which gives effect to the guidelines issued on 5 October 2015 by the European Securities and Markets Authority (ESMA) concerning the presentation of APMs disclosed in regulated information and prospectuses published as from 3 July 2016. These guidelines, which update the previous CESR Recommendation (CESR/05-178b), are aimed at promoting the usefulness and transparency of APMs in order to improve their comparability, reliability and comprehensibility.

In line with the guidelines mentioned above, the criteria used to construct the APMs are as follows:

- a) “Turnover”: differs from “Total revenues” in the audited consolidated financial statements of ASTM for the years ended 31 December 2019 and 2020 and the unaudited consolidated interim financial report of ASTM as at and for the half-year ended 30 June 2021 as it does not include (i) motorway sector – planning and construction activities IFRIC12 revenues, (ii) EPC sector - planning and construction activities IFRIC 12 revenues and (iii) the fee/additional fee payable to ANAS.
- b) “Value of production”: value of production for the EPC sector represents revenues for works and planning, changes to works to order, revenues for sales of materials and the provision of services.
- c) “EBITDA”: is the summary indicator of profitability deriving from operating activities and is defined as “Profit/(Loss) for the year” before (i) Profit (loss) for assets held for sale net of taxes (Discontinued Operations), (ii) Income taxes, (iii) Loss/(Profit) of equity method investments, (iv) Financial expenses, (v) Financial income and (vi) Amortization/depreciation and provisions.
- d) “EBITDA margin”: is the ratio between EBITDA and Turnover.
- e) “EBITDA margin motorway sector”: is the ratio between EBITDA of the motorway sector and turnover in the motorway sector.
- f) “Operating income”: measures the profitability of total capital invested in the company and is defined as “Profit/(Loss) for the year” before (i) Profit (loss) for assets held for sale net of taxes (Discontinued Operations), (ii) Income taxes, (iii) Loss/(Profit) of equity method investments, (iv) Financial expenses and (v) Financial income..
- g) “Normalised result of the Parent Company”: is the indicator that measures the consolidated profit/loss pertaining to ASTM net of the “extraordinary” components (*applicable for the consolidated financial statements of ASTM as at and for the year ended 31 December 2019 only*).
- h) “Net invested capital”: shows the total amount of non-financial assets, net of non-financial liabilities.
- i) “Backlog”: the amount of orders not yet performed by the EPC sector.

- j) “Net financial indebtedness”: is calculated as “Current and non-current financial liabilities”, net of “Current financial assets”, “Insurance policies” and “Current receivables for “terminal value”), prepared in compliance with the ESMA Recommendation of 20 March 2013.
- k) “Financial indebtedness - ESMA”: represents the net financial position prepared in compliance with the European Securities and Markets Authority (ESMA) Guidelines of March 2021. It differs from “Net financial indebtedness” due to the inclusion in the “Trade payables and other long-term payables”.
- l) “Operating cash flow”: indicates the cash generated or absorbed by operating activities and is calculated by adding to the profit for the period the amortisation and depreciation, adjustment to the provision for restoration/replacement of non-compensated revertible assets, the adjustment of the employee benefits provision, the provisions for risks, the loss (profit) of companies accounted for by the equity method and the write-downs (revaluations) of financial assets, and by deducting the capitalisation of financial expenses.

The APMs presented in this Base Prospectus, in the management report (*relazione sulla gestione*) included in the audited consolidated financial statements of ASTM as at and for the years ended 31 December 2019 and 2020, in the unaudited consolidated interim financial report of ASTM as at and for the half-year ended 30 June 2021 and the 2021 Q3 Press Release, which are incorporated by reference in this Base Prospectus, are considered relevant to assess the overall operating performance of the Group for the relevant periods, the operating segments and the individual Group companies and to provide better comparability of results over time. Such indicators are also used by ASTM management in order to assess trends and make decisions in respect of investments, resource allocations and other management decisions.

The section headed “*Description of the Issuer – Motorway Sector – International Motorway Activities*” below contains certain APMs in respect of the EcoRodovias Group. In line with the guidelines mentioned above, the relevant criteria used to construct such APMs are provided in the relevant tables under “*Description of the Issuer – Motorway Sector – International Motorway Activities*” below).

Investors should not place undue reliance on these APMs and should consider that:

- (i) such APMs have been derived from historical financial information of the Group and are not intended to provide an indication of the future financial performance, financial position or cash flows of the Group or its subsidiaries;
- (ii) APMs are not provided under IFRS and, accordingly, despite being derived from information contained in the ASTM consolidated financial statements, and they have not been audited by the independent auditors;
- (iii) APMs are not intended to be alternative to any measure of performance under IFRS;
- (iv) APMs presented in this Base Prospectus, in the management report (*relazione sulla gestione*) included in the audited consolidated financial statements of the Issuer as at and for the years ended 31 December 2019 and 2020 and in the unaudited consolidated interim financial report of ASTM as at and for the half-year ended 30 June 2021, which are incorporated by reference in this Base Prospectus, should also be read in conjunction with the financial information presented or incorporated by reference in this Base Prospectus and derived from the audited consolidated financial statements as at and for the years ended 31 December 2019 and 2020 and in the unaudited consolidated interim financial report of ASTM as at and for the half-year ended 30 June 2021;
- (v) APMs definitions adopted by the Group may not be consistent with those adopted by other groups/companies and accordingly may not be comparable with them; and
- (vi) APMs adopted by the Group have been calculated consistently over all the periods for which financial information is presented in this Base Prospectus.

Unaudited 2019 Perimeter Information

This Base Prospectus also presents certain unaudited aggregated statements of profit or loss information and non-IFRS data for the year ended 31 December 2019 (the “**Unaudited 2019 Perimeter Information**”), which give full period effect to the following transactions:

- (a) SITAF Consolidation, as if it were effective from 1 January 2019;
- (b) EcoRodovias Consolidation, as if it were effective from 1 January 2019.

The Unaudited 2019 Perimeter Information was calculated by adding the historical 2019 financial information of (i) SITAF extracted from its consolidated financial statements for the year ended 31 December 2019; (ii) EcoRodovias extracted from its consolidated financial statements for the year ended 31 December 2019; and (iii) the ASTM Group extracted from its consolidated financial statements for the year ended 31 December 2019. The Unaudited 2019 Perimeter Information is a simulation for illustrative purposes only and does not represent and is in no way intended to represent the ASTM actual results, or a prediction of its future results.

Presenting the Unaudited 2019 Perimeter Information may be useful to investors in evaluating the ASTM Group financial performance on a comparable basis.

STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the relevant subscription agreement may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. All such transactions will be carried out in accordance with all applicable laws and rules.

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GENERAL DESCRIPTION OF THE PROGRAMME

This section is a general description of the Programme as provided under Article 25(1)(b) of Commission Delegated Regulation (EU) 2019/980.

The following description does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The Issuer and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event a supplement to the Base Prospectus, if appropriate, or a Drawdown Prospectus or a new base prospectus will be made available which will describe the effect of the agreement reached in relation to such Notes.

Words and expressions defined in “*Terms and Conditions of the Notes*” below or elsewhere in this Base Prospectus shall have the same meaning in this summary.

Issuer	ASTM S.p.A. subject to the direction and coordination of Nuova Argo Finanziaria S.p.A.
Issuer’s Legal Entity Identifier (LEI)	8156003F2286CFA55E20
Arrangers	Mediobanca – Banca di Credito Finanziario S.p.A. and UniCredit Bank AG
Dealers	Mediobanca – Banca di Credito Finanziario S.p.A., UniCredit Bank AG and any other Dealer appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular Tranche of Notes.
Trustee	Deutsche Trustee Company Limited
Principal Paying Agent	Deutsche Bank AG, London Branch
Listing Agent	Walkers Listing Services Limited
Programme Amount	Up to €4,000,000,000 (or its equivalent in other currencies) aggregate principal amount of Notes outstanding at any one time, save that the maximum aggregate principal amount may be increased from time to time, subject to compliance with the relevant provisions of the Programme and applicable laws and regulations in force from time to time.
Method of Issue	Notes may be issued on a syndicated or non-syndicated basis.
Issuance in Series	Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that the issue date, the issue price, the interest commencement date and the amount of the first payment of interest may be different in respect of different Tranches. The Notes of each Tranche will all be subject to identical terms in all respects.
Forms of the Notes	Notes may only be issued in bearer form. Each Tranche of Notes will initially be in the form of either a Temporary Global Note or a Permanent Global Note, in each case as specified in the relevant Final Terms. Each Global Note which is not intended to be issued in new global note form (a “ Classic Global Note ” or “ CGN ”), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a depository or a common depository for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and each Global Note which is intended to be issued in new global note form (a “ New Global Note ” or “ NGN ”), as specified in the relevant Final Terms, will be deposited on or around the relevant issue date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. Each Temporary Global Note will be exchangeable for a Permanent Global Note or, if so specified in the relevant Final Terms, for Definitive Notes. If the TEFRA D Rules are specified in

the relevant Final Terms as applicable, certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a Temporary Global Note or receipt of any payment of interest in respect of a Temporary Global Note. Each Permanent Global Note will be exchangeable for Definitive Notes in accordance with its terms. Definitive Notes will, if interest-bearing, have Coupons attached and, if appropriate, a Talon for further Coupons.

The Notes will be issued pursuant to Articles 2410 et seq. of the Italian Civil Code, as amended and supplemented from time to time.

Currencies	Notes may be denominated in euro or in any other currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Payments in respect of Notes may, subject to such compliance, be made in and/or linked to, any currency or currencies other than the currency in which such Notes are denominated.
Status of the Notes	The Notes constitute unsecured, direct, general and unconditional obligations of the Issuer which will at all times rank <i>pari passu</i> among themselves and at least <i>pari passu</i> with all other present and future unsecured obligations of the Issuer, save for certain mandatory exceptions of applicable law.
Issue Price	Notes may be issued at any price, as specified in the relevant Final Terms. The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.
Specified Denomination	Notes will be in such denominations as may be specified in the relevant Final Terms, <i>provided that</i> each Note shall be in an amount not less than euro 100,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes).
Maturities	Subject to compliance with all applicable laws and regulations, Notes will have a minimum maturity of greater than 12 months.
Redemption	Without prejudice to the optional redemption provisions and the tax redemption referred to below, the Notes will be repaid at their Final Redemption Amount on the Maturity Date specified in the relevant Final Terms.
Optional Redemption	To the extent specified in the relevant Final Terms, Notes may be redeemed before their stated maturity: <ul style="list-style-type: none">(a) at the option of the Issuer (a) at any time, either in whole or in part, pursuant to Conditions 9(c) (<i>Redemption and Purchase – Redemption at the Option of the Issuer</i>) or 9(d) (<i>Redemption and Purchase – Issuer Maturity Par Call Option</i>) and, where applicable, 9(e) (<i>Redemption and Purchase – Partial redemption</i>) or (b) 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, in whole, pursuant to Condition 9(f) (<i>Redemption and Purchase – Clean-Up Call Option</i>); or(b) at the option of the Noteholders (a) upon occurrence of a Material Concession Put Event as defined under Condition 9(g) (<i>Redemption and Purchase – Redemption at the option of the Noteholders on the occurrence of a Material Concession Put Event</i>), (b) upon the occurrence of a Relevant Event as defined under Condition 9(h) (<i>Redemption and Purchase – Redemption at the option of the</i>

Noteholders on the occurrence of a Relevant Event), or (c) by exercising a Put Option, as defined under Condition 9(i) (Redemption and Purchase – Redemption at the Option of Noteholders and Exercise of Noteholders’ Options).

Tax Redemption	Except as described in “ Optional Redemption ” above, the Notes may be redeemed before their stated maturity at the option of the Issuer, at any time, in whole but not in part for tax reasons as described in Condition 9(b) (<i>Redemption and Purchase – Redemption for tax reasons</i>).
Interest:	Notes may be interest-bearing or non-interest-bearing. Interest (if any) may accrue at a fixed rate or a floating rate or other variable rate and the method of calculating interest may vary between the issue date and the maturity date of the relevant Series.
Fixed Rate Notes:	Interest on Notes bearing interest at a fixed rate will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer(s) (and as specified in the relevant Final Terms) and amounts owing under the Notes will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s).
Floating Rate Notes	Where Notes bear interest at a floating rate, such rate will be determined: <ul style="list-style-type: none">• on the same basis as the floating rate under a notional interest rate swap transaction governed by an agreement incorporating the 2006 ISDA Definitions, as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms), as published by the International Swaps and Derivatives Association, Inc.; or• on the basis of the relevant rate appearing on the screen page of a commercial quotation service, in each case, as may be agreed between the Issuer and the relevant Dealer(s) and as specified in the relevant Final Terms.
Zero Coupon Notes	Zero Coupon Notes will be offered and sold at a discount on their aggregate principal amount and will not bear interest, in each case as may be agreed between the Issuer and the relevant Dealer(s) and as specified in the relevant Final Terms.
Step Up Notes	Fixed Rate Notes and Floating Rate Notes may be subject to a Step Up if the applicable Final Terms or Drawdown Prospectus, as the case may be, indicate that the Step Up Option is applicable. The Rate of Interest for Step Up Notes will be subject to adjustment in the event of a Step Up Event. See Condition 8 (<i>Step Up Option</i>).
Denominations	Notes will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements and save that the minimum denomination of each Note will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).
Negative Pledge	The Notes will have the benefit of a negative pledge as described in Condition 4(b) (<i>Status and Negative Pledge – Negative Pledge</i>). Permitted Encumbrances, including Security Interests securing Limited Recourse

Indebtedness (each as defined in the Conditions), will be excluded from the scope of the negative pledge.

Cross Default..... The Notes will have the benefit of a cross default as described in Condition 12 (*Events of Default*). Limited Recourse Indebtedness will be excluded from the scope of the cross default provision.

Taxation..... All payments in respect of the Notes will be made free and clear of withholding or deduction for or on account of tax of Italy or any applicable jurisdiction, unless such withholding or deduction is required by law. In that event, the Issuer will (subject as provided in Condition 11 (*Taxation*)) pay such additional amounts as will result in the Noteholders receiving such amounts as they would have received in respect of such Notes had no withholding or deduction been required.

Governing Law English law. Condition 16 (*Meetings of Noteholders; Noteholders' Representative; Modification and Waiver*) and the provisions of the Trust Deed concerning the meetings of Noteholders and the appointment of a Noteholders' Representative in respect of the Notes are subject to compliance with Italian law.

Enforcement of Notes in Global Form..... In the case of Global Notes, individual investors' rights against the Issuer will be governed by a Trust Deed dated 12 August 2020, as amended and restated by the first supplemental trust deed dated 15 November 2021 and as further amended, restated and/or supplemented from time to time, a copy of which will be available for inspection at the specified office of the Principal Paying Agent in accordance with the Conditions.

Ratings..... The rating of any Series of Notes to be issued under the Programme may be specified in the applicable Final Terms. **A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.**

A credit rating applied for, if any, in relation to a relevant Series of Notes will be (1) issued by a credit rating agency established in the EEA (or has applied for registration and not been refused) under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**") or (2) issued by a credit rating agency which is not established in the EEA but will be endorsed by a credit rating agency which is established in the EEA and registered under the CRA Regulation or (3) issued by a credit rating agency which is not established in the EEA but which is certified under the CRA Regulation will be disclosed in the Final Terms.

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

The European Securities and Markets Authority ("**ESMA**") is obliged to maintain on its website, <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>, a list

of credit rating agencies registered and certified in accordance with the CRA Regulation.

Investors regulated in the UK are subject to similar restrictions under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA (the “**UK CRA Regulation**”). As such, UK regulated investors are restricted from using a rating for regulatory purposes unless (1) such rating is issued by a credit rating agency established in the UK and registered under the UK CRA Regulation or (2) the rating is provided by a credit rating agency not established in the UK but is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or (3) the rating is provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation.

Selling Restrictions For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States of America, the EEA (including Italy), the UK and Japan, see “*Subscription and Sale*” below.

RISK FACTORS

Any investment in the Notes is subject to a number of risks. Prior to investing in the Notes, prospective investors should carefully consider risk factors associated with any investment in the Notes, the business of the Issuer and the industry(ies) in which it operates together with all other information contained in this Base Prospectus, including in particular, the risk factors described below together with any document incorporated by reference herein. Words and expressions defined in “Form of Final Terms”, “Terms and Conditions of the Notes” and “Description of the Issuer” or elsewhere in this Base Prospectus have the same meaning in this section.

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. Most of these factors are contingencies which may or may not occur. However, the inability of the Issuer to pay interest, repay principal or pay other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate.

The risks that are specific to the Issuer and the ASTM Group are presented in five categories and the risks that are specific to the Notes are presented in three categories, in each case with the most material risk factor presented first in each category and the remaining risk factors presented in an order which is not intended to be indicative either of the relative likelihood that each risk will materialize or of the magnitude of their potential impact on the business financial condition and results of operations of the Issuer and the Group.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus, including any document incorporated by reference herein, and reach their own views, based upon their own judgement and upon advice from such financial, legal, tax and other professional advisers as they have deemed necessary, prior to making any investment decision.

MATERIAL RISKS THAT ARE SPECIFIC TO THE ISSUER AND THAT MAY AFFECT THE ISSUER’S ABILITY TO FULFIL ITS OBLIGATIONS UNDER THE NOTES ISSUED UNDER PROGRAMME

1. Risks related to the current pandemic

1.1 Risks related to the Covid-19 pandemic

The growing and progressive spread of the Covid-19 pandemic health emergency at an international and national level and the consequent increasing restrictive measures adopted by central and local government authorities in order to prevent and contain the spread of the pandemic throughout Italy, have led the Issuer to adopt measures and provisions in line with its existing protocols and policies on “crisis management”. In particular, as from 21 February 2020, ASTM’s Crisis Committee was activated, which, with the help of external consultants, issued instructions to all of ASTM’s subsidiaries, coordinating communications and actions aimed at ensuring both the safety of its employees and collaborators – implemented in an initial phase through the distribution of information material, personal protecting equipment and sanitising products, and sanitisation of work environments, operational and behavioural provisions within the offices, and subsequently through interventions aimed at reducing, where necessary, the presence of office staff (moving towards smart working and use of holidays) – and, at the same time, the continuation of corporate activities and essential services, through the adoption of the aforementioned smart working methods by all Group companies (which were subsequently extended, for the time being, until 31 December 2021), ensuring their effective implementation through the necessary interventions and technical support.

As regards the ASTM Group’s Italian operating activities, the various government measures aimed at curbing the spread of the virus, including, *inter alia*, the Italian Ministerial Decrees of 9 March, 11 March and 22 March 2020, as well as the decrees issued during the subsequent waves of the pandemic, which increasingly limited and restricted the movement of individuals in Italy, had an impact on mobility with negative consequences on traffic trends along the relevant motorways with a consequent negative impact on toll revenues. In the first half of 2021, the trend in traffic volumes and, consequently, the trend for toll revenues was still heavily impacted by continued restrictions on people movements in Italy. Similarly, a negative impact on mobility and traffic levels and, consequently, on toll revenues has been experienced (i) in Brazil by EcoRodovias Infraestrutura e Logística S.A.

(“EcoRodovias”), a company in which the Issuer held an indirect equity interest, accounted for using the equity method until 30 November 2021⁽¹⁾ in the Issuer’s financial statements, and its subsidiaries operating motorway concessions between the South and South-East of Brazil and (ii) in the United Kingdom, in which operates Road Link Holding Limited, a company 20% directly owned by the Issuer, consolidated with the equity method. For further information on traffic data, see “Risks related to the reduction in traffic volumes and corresponding decreases in toll revenues and royalty revenues” and “Description of the Issuer” below.

In 2020, Covid-19 pandemic repercussions also emerged in the engineering, procurement and construction (EPC) sector, with the suspension of the activities of the main construction sites underway in Italy for various causes, either because the clients themselves, both public and private, requested it for safety reasons, or there were no subcontractors and suppliers available on the sites, or because there were difficulties in organising the activities of the workers (board, lodging, transport, etc.) and operations in compliance with the rules contained in the safety protocols issued at a national level. As opposed to the motorway concessions business, thanks to measures implemented by the ASTM Group’s companies, in the first half of 2021 the Covid-19 pandemic had less significant impacts on the operations of companies in the EPC sector.

Both in 2020 and in the first six months of 2021, the ASTM Group’s efforts were focused on identifying and implementing all possible measures to mitigate the health crisis’ impact on its economic and financial results, and in particular to safeguard the ASTM Group’s financial soundness and cash availability, so as to keep both aspects fit for, and consistent with, existing commitments and operating programmes, with the aim of ensuring level of efficiency in the services provided to users and the safety of the managed infrastructures. However, it cannot be excluded that such efforts will be sufficient to avoid any further negative impacts deriving from the Covid-19 pandemic on the ASTM Group’s economic and financial conditions.

If, despite the vaccine campaign, the Covid-19 pandemic health emergency continues and/or re-exacerbates in the forthcoming months in particular in Italy and/or in Brazil, a negative impact may be expected on the revenue generation capacity of the ASTM Group.

2. Risks related to the Issuer’s financial situation

2.1 The ASTM Group is burdened by significant indebtedness

As at 31 December 2020 and 30 June 2021, the ASTM Group Net financial indebtedness resulting from, respectively, the consolidated half-yearly financial report as at 30 June 2021 and the consolidated financial statements as at 31 December 2020 was equal to, respectively, €2,095 millions and €974 millions (as calculated in accordance with the “Guidelines on disclosure requirements under the prospectus regulation” issued by ESMA in March 2021).

On 5 November 2021, the merger of NAF 2 by way of incorporation into ASTM pursuant to Article 2501-bis of the Italian Civil Code (the “NAF 2 Merger”) became effective and, accordingly, ASTM, in its capacity as incorporating company (*società incorporante*), assumed, pursuant to Article 2504-bis (*Effetti della fusione*) of the Italian Civil Code, the outstanding gross indebtedness incurred by NAF 2 under the NAF 2 Financing Agreement (as defined in “Description of The Issuer – Overview – History and developments – Voluntary Tender Offer for ASTM Ordinary Shares and Delisting of the Issuer” below), which as at the date of this Base Prospectus is equal to € 1,930 million in principal amount (for further information, see, respectively, “Description of The Issuer – Overview – History and developments – Voluntary Tender Offer for ASTM Ordinary Shares and Delisting of the Issuer” and “Description of The Issuer – Recent Developments – Merger by incorporation of NAF 2 into ASTM”, below).

Although in the context of the NAF 2 Merger (ii) the NAF 2 Merger plan prepared under Article 2501-ter of the Italian Civil Code provided an indication of the financial sources envisaged for the fulfillment of the obligations of the surviving entity; (ii) the report by the board of directors of ASTM prepared

⁽¹⁾ As from 16 November 2021 ASTM is expected to assume control of EcoRodovias which is expected to be consolidated using the line-by-line method as from 1 December 2021.

under Article 2501-*quinquies* of the Italian Civil Code indicated the reasons of the transaction and contained an economic and financial plan indicating the source of the financial resources of the surviving entity and the description of the goals to be pursued; and (iii) the report by the independent expert appointed by the Court under Article 2501-*sexies* of the Italian Civil Code confirmed the reasonableness of the assumptions of the above mentioned merger plan, no assurance can be given that the ASTM Group will be able to generate sufficient cash flows to repay timely the amounts due as to principal and interest in connection with its outstanding financial indebtedness.

In addition, taking into account the EcoRodovias Consolidation, the SITAF Consolidation and the NAF 2 Merger, the ASTM Group pro-forma net indebtedness as at 30 June 2021 is equal to approximately €5,211 million.

Therefore, as at the date of this Base Prospectus, the ASTM Group is burdened by significant financial indebtedness and has to bear substantial financial charges.

The ASTM Group's significant financial indebtedness and any future increase in such indebtedness – as well as the constraints on its operations resulting from such indebtedness – may have a number of negative effects including the following: (i) the use of a significant portion of the cash flows from operations to service the ASTM Group's debt, with a consequent reduction of the cash flows available for its operations and strategic growth; (ii) vulnerability of the ASTM Group to deterioration of its business, the economy or its industry; (iii) difficulty in meeting the ASTM Group's debt obligations and a significant limitation or impairment of its ability to refinance such debts; (iv) exposure to interest rate increases; (v) a disadvantage compared to those competitors that have a lower level of indebtedness compared to cash flows and therefore a lower financial burden; (vi) reduced ability to seize certain business opportunities or to make acquisitions or investments; and (vii) reduced ability to obtain further loans and new credit lines to finance the ASTM Group's commercial activities and issue supporting guarantees. Any of the foregoing circumstances may result in a material adverse effect on the ASTM Group's business, results of operations, financial condition or prospects.

In addition, the ASTM Group is required to comply with certain financial covenant ratios in connection with a portion of its indebtedness. To the extent that the ASTM Group is unable to comply with such financial ratios, the ASTM 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 ASTM Group being in breach of the terms of such financial indebtedness, which may ultimately trigger cross-default provisions under the terms of the ASTM Group's outstanding indebtedness, including the Notes.

2.2 The ASTM Group requires a significant amount of cash to service its debt

The ASTM Group's ability to make payments on, and to refinance its debt and to fund working capital and capital expenditures, 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 ASTM Group's control, as well as the other factors discussed in these "*Risk Factors*".

No assurances can be given that the businesses of the ASTM Group will generate sufficient cash flows from operations or that future debt and/or equity support will be available in an amount sufficient to enable the ASTM 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 ASTM 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 ASTM Group may be forced to, *inter alia*, reduce or cancel the distribution of dividends, reduce or delay participation in certain non-concession related business activities, including complementary activities, sell certain non-core business assets, or seek consents or obtain waivers from the relevant creditors in connection with financial covenants. No assurances can be given that the ASTM Group would be able to accomplish any of these or other alternatives on a timely basis or on satisfactory terms, if at all. In addition, the terms of the ASTM Group's indebtedness, including the terms and conditions of the Notes contain provisions that may impair the ability of the ASTM Group to pursue anysome or all of these alternatives.

The occurrence of any of the above events could have a material adverse effect on the ASTM Group's business, financial condition and results of operations and/or could reduce its ability to repay have an adverse effect on the market price of the Notes.

2.3 **Funding risks**

The ASTM Group may need to refinance its existing debt and may find it difficult or costly to refinance indebtedness as it matures, particularly if interest rates are higher when the indebtedness is refinanced. There can be no guarantee that the ASTM Group will be able to obtain further financing on acceptable terms or at all, which could adversely affect the implementation of its business strategy. The ASTM Group's ability to secure financing depends on several factors, many of which are beyond its control, including general economic conditions, adverse effects in the debt or capital markets, the availability of funds from financial institutions and monetary policy in the markets in which it operates. The availability of financing and the terms thereof will also depend on the ASTM Group's and the lenders' estimate of the stability of the relevant concessions' expected cash flows and the expected evolution of the value of the concession.

In addition, the ASTM Group's ability to borrow from banks and other qualified financial institutions and/or in the capital markets to meet its financial requirements is dependent, *inter alia*, on its creditworthiness, the credit rating assigned to the Issuer and/or its subsidiaries (including EcoRodovias) or their financial indebtedness and favourable market conditions.

With particular reference to the credit rating, any downgrade to the credit ratings assigned by the rating agencies may have an adverse impact on the ability to raise capital, also through the issuance of debt, and increase the cost of such financing. If sufficient sources of financing are not available in the future, the ASTM Group may be unable to meet its funding requirements, which could materially and adversely affect its ability to develop its business strategy and to make investments as well as its results of operations and financial condition.

If the ASTM Group is unable to obtain financing on commercially acceptable terms or at all, or delays are incurred in obtaining financing, this may impair the ASTM Group's ability to make investments and leverage its resources, which may have a material adverse effect on the ASTM Group's strategy, business, results of operations, financial condition or prospects.

2.4 **Risks related to the Issuer's dependence on its subsidiaries to cover its expenses**

The Issuer's business is conducted through its direct and indirect subsidiaries and other non-consolidated companies in which the Issuer holds, directly or indirectly, equity interests (collectively, the "**Participated Companies**"). As a holding company, the Issuer's sources of funds include (i) dividends from any Participated Companies and (ii) payment of amounts due under intercompany loans granted to its Participated Companies as to principal, interest or otherwise. As a consequence, the Issuer's ability to fulfil its debt obligations, including its obligations with respect to the Notes, depends on both (a) the cash flows of, and the distribution of funds from, these Participated Companies, which may be restricted by, amongst others, the financing agreements entered into by such Participated Companies and (b) the ability of these Participated Companies to meet their payment obligations under any such intercompany loans. The cash flows generated by the Participated Companies and the ability of these Participated Companies to meet their payment obligations under any intercompany loans granted by the Issuer depend, *inter alia*, on the exploitation of the relevant Italian Motorway Concessions. Any reduction or delay in the payment of dividends, and any default or delay in the payment of any amount due under such intercompany loans, from its Participated Companies could have an adverse effect on the ASTM Group's business and results of operations, financial position and cash flows. In the event of insolvency, liquidation, reorganisation, dissolution or other winding up of any subsidiary, all of such subsidiary's creditors (including trade creditors and preferred stockholders, if any) would be entitled to payment in full out of such subsidiary's assets before the Issuer would be entitled to any payment. For the avoidance of doubt, the Issuer's subsidiaries will have no obligation, contingent or otherwise, to pay amounts due under the Notes or to make any funds available to pay those amounts, whether by dividend, distribution, loan or other payment.

2.5 *Interest rate risk*

The ASTM Group is subject to an interest rate risk arising on its financial indebtedness, which varies depending on whether such indebtedness is fixed or floating rate. As at 31 December 2020 and 30 June 2021, respectively, approximately 44% and 56% of the ASTM Group's borrowings (already taking into account the hedging policies adopted by the ASTM Group) were at floating rates. With reference to EcoRodovias, as at 31 December 2020 and 30 June 2021, respectively, approximately 98.4% and 98.5% of its consolidated borrowings were at floating rate. Interest rates are highly sensitive to many factors out of the ASTM Group's control, including central banks' policies, international and country specific economic and political conditions, inflationary pressures, disruption to financial markets or the availability of bank credit. Any material market changes may materially affect the ASTM Group's cost of funding and, in turn, reduce the ability of the Issuer to repay its outstanding financial indebtedness and to finance operations and future business opportunities.

2.6 *Foreign exchange risk*

The ASTM Group's consolidated financial statements are prepared in Euro. As at the date of this Base Prospectus, the ASTM Group conducts its business also outside the Eurozone and, therefore, a relevant part of the revenues and costs, as well as assets and liabilities, of the ASTM Group's activities are denominated in currencies other than the Euro. In particular, as at 31 December 2020 and 30 June 2021, 39% and 37%, respectively, of the ASTM Group's revenues were in currencies other than the Euro, such as Brazilian Reais, U.S. Dollars, Danish Krone and United Arab Emirates Dirham. With reference to EcoRodovias, as at 31 December 2020 and 30 June 2021, such percentage was equal to 100%. This exposes the ASTM Group to foreign exchange risks deriving from (i) cash flows and payments in currencies other than the Euro (the so-called economic foreign exchange risk); (ii) net investments in companies which prepare their financial statements in currencies other than the Euro (the so-called foreign currency translation risks); and (iii) deposits and/or financing transactions in currencies other than the Euro (the so-called foreign currency transaction risks). Negative changes in foreign exchange rates could have a material adverse effect on the ASTM Group's business, results of operations or financial condition.

With reference to the ASTM Group operations in Brazil, the Brazilian currency presents substantial fluctuation in relation to Euro given numerous factors, including without limitation the Brazilian economic and market conditions, but also the other countries economic and market conditions, especially the United States, the European Union, China and emerging market countries. The Brazilian government has in the past used different exchange rate regimes, including sudden devaluations, periodic mini-devaluations (during which the frequency of adjustments has ranged from daily to monthly), exchange controls, dual exchange rate markets and a floating exchange rate system. Since 1999, Brazil has adopted a floating exchange rate system with interventions by the Brazilian Central Bank in buying or selling foreign currency. From time to time, there have been significant fluctuations in the exchange rate between the Reais and Euro and other currencies. After the outbreak of the COVID-19 pandemic, the Reais (the official Brazilian currency) abruptly depreciated against Euro, reflecting low interest rates, an economic scenario in sharp deterioration, and a political crisis. The Reais may substantially depreciate or appreciate against Euro in the future. Exchange rate instability may have a material adverse effect on the ASTM Group. Depreciation of the Reais against the Euro and other currencies could create inflationary pressures in Brazil and cause increases in interest rates, which could negatively affect the growth of the Brazilian economy as a whole and result in a material adverse effect on EcoRodovias and its controlled companies (collectively, the "**EcoRodovias Group**"). Depreciation of the Reais would also reduce the Euro value of distributions and dividends from the ASTM Group's operations in Brazil.

2.7 *Inflation risk*

The EcoRodovias Group are also subject to inflation risk on their financial indebtedness. Inflation adjustment mechanisms are highly sensitive to many factors out of EcoRodovias and the Issuer's control, including central banks' policies, international and country specific economic and political conditions, inflationary pressures, disruption to financial markets or the availability of bank credit. Any material market changes may materially affect the ASTM Group's cost of funding and, in turn, reduce

the ability of the Issuer to repay its outstanding financial indebtedness and to finance operations and future business opportunities.

2.8 *The ASTM Group's financial position and results of operations may differ materially from the pro forma financial information included in this Base Prospectus*

This Base Prospectus contains the Unaudited *Pro Forma* Consolidated Financial Information, which represents a simulation, for illustrative purposes only, of the main potential impacts that may derive from the EcoRodovias Consolidation, the SITAF Consolidation and the NAF 2 Merger.

The Unaudited *Pro Forma* Consolidated Financial Information has been prepared on a voluntary basis to reflect the EcoRodovias Consolidation, the SITAF Consolidation and the NAF 2 Merger, based on available information and certain assumptions described in the Unaudited *Pro Forma* Consolidated Financial Information. The Unaudited *Pro Forma* Consolidated Financial Information has been prepared to simulate, using accounting principles that are consistent with those used in relation to the preparation of the Issuers published historical consolidated financial statements and compliant with the applicable legislation, the main effects of the ASTM Group, as if the EcoRodovias Consolidation, SITAF Consolidation and the NAF 2 Merger had occurred on:

- (i) 30 June 2021, for the purpose of the unaudited *pro forma* consolidated statement of financial position as of 30 June 2021;
- (ii) 1 January 2021, for the purpose of the unaudited *pro forma* consolidated income statement for the six months ended 30 June 2021;
- (iv) 1 January 2020, for the purpose of the unaudited *pro forma* consolidated income statement for the year ended 31 December 2020.

In particular, as *pro forma* information is prepared to illustrate retrospectively the effects of transactions that will occur subsequently using generally accepted regulations and reasonable assumptions, there are limitations that are inherent to the nature of *pro forma* information; hence, had the EcoRodovias Consolidation, the SITAF Consolidation and the NAF 2 Merger taken place on the dates assumed above, the actual effects would not necessarily have been the same as those presented in the Unaudited *Pro Forma* Consolidated Financial Information. Furthermore, in consideration of the different purposes of the Unaudited *Pro Forma* Consolidated Financial Information as compared to the historical consolidated financial statements and the different methods of calculation of the effects of the EcoRodovias Consolidation, the SITAF Consolidation and the NAF 2 Merger on the unaudited *pro forma* consolidated statement of financial position and on the unaudited *pro forma* consolidated income statement, the latter two statements should be read and interpreted without comparisons between them.

The Unaudited *Pro Forma* Consolidated Financial Information was not prepared in accordance with the requirements of Regulation S-X under the United States Securities Act of 1933, as amended.

The Unaudited *Pro Forma* Consolidated Financial Information is not in any way intended to be a forecast of the Issuer's future results and therefore should not be construed in this sense, given that it has been prepared solely for the purposes of illustrating the identifiable and objectively measurable effects of the EcoRodovias Consolidation, the SITAF Consolidation and the NAF 2 Merger, applied to historical financial information. Therefore, investors should not rely on the Unaudited *Pro Forma* Consolidated Financial Information in making their investment decision.

2.9 *The ASTM Group's financial position and results of operations may differ materially from the Unaudited 2019 Perimeter Information*

This Base Prospectus includes the Unaudited 2019 Perimeter Information which was calculated by adding the historical 2019 financial information of (i) SITAF extracted from its consolidated financial statements for the year ended 31 December 2019; (ii) EcoRodovias extracted from its consolidated financial statements for the year ended 31 December 2019; and (iii) the ASTM Group extracted from its consolidated financial statements for the year ended 31 December 2019.

These figures are included in order to illustrate the dynamics that influenced the business during the reference period. The Unaudited 2019 Perimeter Information does not represent in any way the results that ASTM would have achieved if the SITAF Consolidation and the EcoRodovias Consolidation had already been carried out on 1 January 2019. The Unaudited 2019 Perimeter Information has not been subject to any form of audit nor has a report from the independent auditors of ASTM issued in respect of the Unaudited 2019 Perimeter Information. In addition, the Unaudited 2019 Perimeter Information does not constitute *pro forma* financial information and have not been prepared in compliance with the requirements of Annex 20 of Commission Delegated Regulation 2019/980, nor any other requirement applicable to *pro forma* financial information in any other jurisdiction.

The Unaudited 2019 Perimeter Information has been drawn up merely for illustrative purposes and, therefore, does not represent and is in no way intended to represent the ASTM actual results, or a prediction of its future results. The Unaudited 2019 Perimeter Information has been conceived in such a way as to represent only those effects of the transactions that can be isolated and objectively measured, without taking into account any effects that may arise from management operational decisions, including those that may have been taken as a result of the transactions. Therefore, investors should not rely on the Unaudited 2019 Perimeter Financial Information in making their investment decision.

3. Risks related to the Issuer's business activities and industry

3.1 Risks related to the ASTM Group's dependence on motorway concessions and performing risk

The ASTM Group is mainly dependent on Italian Motorway Concessions (as defined in the “Description of the Issuer – Motorway Sector – Italian motorway activities – Overview” below) that have been granted to the relevant Italian Motorway Subsidiaries (as defined in “Description of the Issuer – Motorway Sector – Italian motorway activities – Overview” below) and on Brazilian Motorway Concessions (as defined in “Description of the Issuer – Motorway Sector – International motorway activities – Brazilian Motorway activities – Overview” below and, together with the Italian Motorway Concessions, the “**Motorway Concessions**” and each a “**Motorway Concession**”) that have been granted to the relevant Brazilian Motorway Subsidiaries (as defined in “Description of the Issuer – Motorway Sector – International motorway activities – Brazilian Motorway activities – Overview” below, and, together with the Italian Motorway Subsidiaries, the “**Motorway Subsidiaries**” and each a “**Motorway Subsidiary**”) to operate various motorways. As at 31 December 2020, approximately 47% of the ASTM Group's Turnover derived from toll collections on motorways under the Italian Motorway Concessions. On a *pro forma* basis to reflect the EcoRodovias Consolidation and SITAF Consolidation as if they occurred on 1 January 2020 and 1 January 2021, based on the Unaudited *Pro Forma* Consolidated Financial Information, the ASTM Group's Turnover derived from toll collections on motorways under the Italian Motorway Concessions and Brazilian Motorway Concessions would be equal to approximately 56% and 54% as at, respectively, 31 December 2020 and 30 June 2021.

Most of the Italian Motorway Concessions of the Italian Motorway Subsidiaries are currently set to expire between November 2021 and December 2050. For further information on the expected duration of the Italian Motorway Concessions of the Italian Motorway Subsidiaries and on the Italian Motorway Concessions currently managed under a *prorogatio* regime (*i.e.*, the continued operation of a public concession after its expiration), see “Description of the Issuer – Motorway Sector – Italian Motorway Activities – Italian Motorway Subsidiaries” below.

With respect to the A12 (Sestri Levante – Livorno) / A11 (Viareggio – Lucca) / A15 (Fornola – La Spezia) stretches, on 18 November 2020, the Ministry of Infrastructure and Transport (“MIT”) (currently the Ministry of Sustainable Infrastructure and Mobility (*Ministro delle Infrastrutture e Mobilità Sostenibili*)) ((the “MIMS”)) awarded the relevant concession to the Issuer's subsidiary Itinera S.p.A. However, the second-place tenderer lodged an appeal with the competent Regional Administrative Court (*Tribunale Amministrativo Regionale - TAR*) for the annulment of the award. For further information, see “Description of the Issuer – Motorway Sector – Italian Motorway Activities – Italian Motorway Subsidiaries”. In case of negative outcome of such proceedings, the A12 (Sestri Levante – Livorno) / A11 (Viareggio – Lucca) / A15 (Fornola – La Spezia) stretches motorway concessions might be awarded to an entity not belonging to the ASTM Group, which therefore will not be entitled to operate such concession.

Furthermore, with respect to the motorway stretches A21 (Torino – Alessandria – Piacenza), A5 (Torino – Ivrea – Quincinetto), the link road A4/A5 (Ivrea – Santhià), the Torino – Pinerolo fork and the “Sistema Autostradale Tangenziale Torinese”, for which the European call for tenders was launched on 20 September 2019, on 26 November 2020 the MIT (currently MIMS) awarded the relevant concession to the temporary consortium made up 97.6% of Group’s companies (the “ATI SALT”) subject to the decision of the ruling of the Lazio Regional Administrative Court (*Tribunale Amministrativo Regionale - TAR*) regarding an alleged administrative irregularity from the ATI SALT during the pre-qualification phase. On 15 January 2021, the Lazio Regional Administrative Court confirmed the existence of the administrative irregularity and excluded the ATI SALT from the tender. ASTM appealed this decision to the Council of State, which on 20 April 2021 upheld the Lazio Regional Administrative Court decision by rejecting the appeal filed. The ATI SALT has appealed this last judgement presenting an appeal to the Council of State for revocation and an appeal to the Court of Cassation based on jurisdiction (*motivi di legittimità*), asking both Courts to present the issue to the EU Court of Justice. On 10 June 2021, the MIMS revoked the previous decree of 26 November 2020 and awarded the concession to the competitor who ranked second during the tender. Such re-awarding was appealed by ATI SALT with the Lazio Regional Administrative Court (*Tribunale Amministrativo Regionale - TAR*). For further information, see “*Description of the Issuer - Motorway Sector – International Motorway Activities – Italian Motorway Subsidiaries*” below.

In the event the ASTM Group is not able to maintain or enter into new Italian Motorway Concessions (including the ones relating to the A12 (Sestri Levante – Livorno) / A11 (Viareggio – Lucca) / A15 (Fornola – La Spezia) stretches and the A21 stretches mentioned above for which legal proceedings are currently pending) or obtain renewal of the concessions already managed by it – to be awarded through the European bidding process – after the termination of each relevant Italian Motorway Concession or if the new Italian Motorway Concessions entered into do not have terms similar to those of the current Italian Motorway Concessions, the Issuer’s business and results of operation could be adversely affected.

The Brazilian Motorway Concessions are currently set to expire between November 2021 and October 2056. For further information on the expected duration of the Brazilian Motorway Concessions, see “*Description of the Issuer – Motorway Sector – International Motorway Activities – Brazilian Motorway Activities – Brazilian Motorway Subsidiaries*” below.

In the event the ASTM Group is not able to maintain or enter into new Brazilian Motorway Concessions or renew the concessions already managed by it after the termination of each relevant Brazilian Motorway Concession or if the new Brazilian Motorway Concessions entered into do not have terms similar to those of the current Brazilian Motorway Concessions, the ASTM Group’s business and results of operation could be adversely affected.

In addition, each Italian Motorway Concession and Brazilian Motorway Concession is governed by agreements which require the relevant Motorway Subsidiary to comply with certain obligations (including performing regular maintenance and improvement works on the relevant motorways and operating emergency motorway rescue services). Failure by a Motorway Subsidiary to fulfil its material obligations under the relevant Motorway Concession could, if such failure is left unremedied, lead to the early termination of the relevant Motorway Concession by the grantor. In this case, the ASTM Group would be required to transfer all of the assets relating to the operation of the relevant motorway network without consideration to the grantor. In the case of early termination of a Motorway Concession due to the concessionaire, the Motorway Subsidiary may be entitled to receive an amount determined in accordance with the terms of the relevant Motorway Concession agreement and applicable law (Italian Law (*Codice Appalti*) or Brazilian law, as the case may be); in this case no compensation amount, or an amount significantly lower than the relevant Motorway Subsidiary’s expectations, may be recognised.

3.2 Risks related to the reduction in traffic volumes and corresponding decreases in toll revenues and royalty revenues

As specified, *inter alia*, under the “*Description of the Issuer*” below, the ASTM Group, including the EcoRodovias Group, derives most of its revenues from toll paid by users of the motorway network

managed by it in Italy and Brazil (the “ASTM Group Network”) and, partially, royalty revenues derived from sales of goods and services at service areas (including oil and non-oil services) on the ASTM Group Network and revenues from ancillaries services performed under the Brazilian Motorway Concessions.

The aggregate amount of these revenues is dependent primarily on traffic volumes, tariffs and the capacity of the ASTM Group Network to manage such traffic. In turn, traffic volumes and toll revenues are dependent on a number of factors, including the quality, convenience, cost and travel time on toll-free roads or on toll motorways operated by the ASTM Group’s competitors, the availability, the quality and state of repair of the ASTM Group motorways, the economic climate and rising petrol prices, environmental legislation (including measures to restrict motor vehicle usage in order to reduce air pollution), weather and the existence of alternative means of transportation. Long haul traffic, which relates to trips of at least 300 kilometres and to the transport of commercial goods or other business-related activities, is particularly adversely impacted by negative macroeconomic trends. A decrease in traffic volumes and a corresponding decrease in toll revenues and royalty revenues may have a material adverse impact on the ASTM Group’s results of operations or financial condition.

3.3 *Risks related to the ASTM Group’s failure to implement the investment plans required under the Motorway Concessions within the expected timeframe and budget or its inability to recoup certain cost overruns*

The investment plans for each Motorway Concession require the relevant Motorway Subsidiary to carry out a number of significant investment projects. The ASTM Group’s ability to carry out timely the investment projects depends on, *inter alia*, the ASTM Group’s experience in funding and planning the works and estimating costs and on the grantor’s authorization process necessary for the beginning of the works. The investment plan for each Motorway Concession can be influenced and materially modified by new regulation, new technical requirements or periodic safety measurements communicated by the relevant authorities.

In addition, the ASTM Group is subject to certain risks inherent in construction projects which are outside of the Issuer’s control. These risks may include (i) delays in obtaining regulatory approval for a project (including, but not limited to, environmental requirements and planning approvals at national and local government levels); (ii) delays in obtaining approvals required for tariff increases in order to fund the project; (iii) changes in general economic, business and credit or funding conditions; (iv) the non-performance or unsatisfactory performance of contractors and subcontractors (where such work is performed by third parties); (v) the commencement of bankruptcy proceedings with respect to contractors and reopening of public tender procedures; (vi) interruptions resulting from litigation, disputes, revocation of approvals or additional requests from local authorities, inclement weather and unforeseen environmental or engineering problems; (vii) delays in expropriation procedures including, *inter alia*, protests and/or public opposition to the expropriation of land needed for such developments (also known as “not-in-my-backyard” or “NIMBY” protests); (viii) shortages of materials and labour and/or increased costs of materials and labour; (ix) claims of suppliers; (x) provisions of the local authorities after the conclusion of the authorisation procedures, which require the operation of secondary roads; (xi) revocation of the authorisations obtained and consequent interruption of the works; (xii) limited governance of the procedures for removing technological interferences within the competence of the managing entity; (xiii) expropriation procedures. The implementation of the investment plans could also be affected by other events including, *inter alia*, those referred to in “*Risks related to industrial action, damage or destruction of sections of the ASTM Group’s motorways and/or other interruptions of services*” below.

In particular, a delay in the completion or any interruption of the construction of a motorway could affect the ability of the relevant Motorway Subsidiary to generate a cash flow sufficient to finance its general corporate purposes, repay the indebtedness assumed to construct the relevant motorway (including, without limitation, the indebtedness, if any, *vis-à-vis* the Issuer under any intercompany loan granted by the Issuer) and to pay dividends to its shareholders (such as the Issuer).

Furthermore, the applicable regulatory framework does not entitle the Motorway Subsidiaries to recover, through the annual tariff adjustment, losses caused by delays or cost overruns unless such

delays or costs are attributable to extraordinary events that can affect the economic and financial plan provisions (such as force majeure events or events that are not controlled by, or attributable to, the relevant Italian Motorway Subsidiary) and/or to the extent that the provisions set forth in the relevant Motorway Subsidiary's single concession allow the relevant Motorway Subsidiary to receive a remuneration for the investments made in excess with respect to the relevant economic and financial plans provisions, *provided that* such investments made in excess are not attributable to the relevant Motorway Subsidiary.

3.4 *Risks related to any delays in the disbursement of the public contributions or revocation by the competent authorities*

The ASTM Group has assumed that a number of projects will benefit at least in part from contributions from the Italian Government. The governmental contributions are provided for by law or pursuant to the relevant Italian Motorway Concession and, following any delays in scheduled completion times of projects or project benchmarks, some delays in the payment of contributions from State authorities may occur. On the basis of general principles of Italian law, public contributions may be subject to revocation by the competent authorities for public interest reasons or due to defaults by the concessionaire to meet the obligations on which the payment of the relevant contribution is dependent. Delays in payments or revocation of public contributions may have a material adverse effect on the ASTM Group's working capital and general financial condition and results of operations.

3.5 *Risk that the MIMS and the Transport Regulatory Authority could impose a procedure to reimburse delays on the Motorways*

The Italian operator Autostrade per l'Italia ("ASPI"), as a part of its negotiated settlement with the Italian Government following the collapse of the Morandi Bridge, agreed with the MIMS to implement an experimental basis through 31 December 2021 a means by which travelers utilizing the motorways can ask for reimbursement if their travel times are impacted negatively by delays on stretches managed by ASPI. Given that train and airplane operators, as well, have put into place a mechanism for reimbursing customers for delays not due to third parties or external factors but to the operators' own operations, the Authorities might ask/impose to implement a similar mechanism to all the toll-road operators. As at the date of this Base Prospectus, the ASTM Group does not have any such mechanism in place. It is not at all clear whether the ASPI mechanism will work or can be applied to the rest of the motorway network, which is in any event complicated by the fact that travelers may use motorway stretches operated by several different concessionaires on the same trip. Should the Authorities in any event proceed towards making the implementation of a reimbursement mechanism obligatory, ASTM will need to develop such a mechanism and allocate monies to reimburse travelers that correctly ask for reimbursement.

3.6 *ASTM's business in the motorway sector is subject to competition*

Competition from other motorway operators or the development or improvement of alternative networks, including toll-free motorways, may decrease traffic volumes on toll-roads operated by the ASTM Group, thereby adversely affecting the ASTM Group's revenues and growth. Moreover, with respect to long haul traffic, the ASTM 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.

In addition, the possibility for the ASTM Group to expand its network, to award new concessions or to renew the existing expiring ones depends on its ability to successfully compete in the relevant international tender processes. This lack of investment opportunities and the high competition on the cost of capital has reduced opportunities globally and increased the competition with a consequent negative impact on award chances and operational margins, which may cause the ASTM Group to compete for projects that have lower profitability and to face strong competition from entities with a lower cost of capital.

3.7 *ASTM's business in the EPC sector is subject to heavy competition*

ASTM and its subsidiaries operating in the EPC sector, which account for a significant percentage of the ASTM Group Turnover (47% in 2020), operate in a highly competitive environment. The profitability of the ASTM Group could be affected by the failure to accurately estimate risks, the availability and cost of resources and time when bidding on projects. In particular, in the ordinary course of business, the ASTM Group competes against various other groups and companies that may have more experience, resources or local awareness which may give the latter significant advantages.

Furthermore, the economic slowdown in Europe and the financial difficulties facing emerging countries are negatively affecting public and private clients' investment capacity and, by extension, business opportunities in those parts of the world. This lack of investment opportunities has reduced opportunities globally and increased the competition with a consequent negative impact on prices and margins, which may cause the ASTM Group to compete for EPC projects that have lower profitability.

Internationally in recent years, the EPC sector has seen low profitability margins as a result of aggressive commercial strategies, imbalances in risk transfers with customers and inflationary pressures on goods and services purchased from third parties. In 2020, such strong competitiveness affected the profitability of ASTM and its subsidiaries operating in the EPC sector where the ASTM Group recorded an EBITDA of €21.0 million, compared to an EBITDA of €45.0 million recorded in 2019. If competition in the EPC increases further ASTM and its subsidiaries could be unable to obtain contracts for new projects and thereby not sustain the order book in line with the current one. Alternatively, ASTM may win EPC projects under less favourable terms, which would potentially harm ASTM and its subsidiaries and impact negatively their business, financial condition and results of operations.

The business of undertaking large scale construction projects relies on the correct identification of key inherent risks, such as shortages, and increased costs, of materials, machinery and labour, the estimation of costs and the establishment of appropriate deadlines. In relation to large construction projects the management of the following risk factors is necessary to generate adequate returns from the capital invested by the ASTM Group in such activity: the availability of qualified personnel to design plan and manage the construction, the cost and availability of materials, labour, machinery and equipment, inflation of wages, unforeseen modifications to the project, inclement weather conditions or natural disasters, unforeseen geological or technical problems, modifications of laws or regulations. If any of ASTM's subsidiaries operating in the EPC sector or a sub-contractor working on their behalf fails to achieve contractual objectives, or if there are any problems arising from adverse weather conditions, accidents or unexpected technical or environmental difficulties, projects may be delayed which thereby may cause increased or excess construction costs.

3.8 *Risks related to the international activity of the ASTM Group*

As at the date of this Base Prospectus, the ASTM Group operates in various countries in Europe, Latin America, Africa, the Middle East and the United States. Consolidated revenues generated abroad amounted to approximately Euro 813 million during the fiscal year ending 31 December 2020, representing 40.6% of the ASTM Group's Turnover. On a *pro forma* basis to reflect the EcoRodovias Consolidation and SITAF Consolidation and the NAF 2 Merger as if they occurred on 1 January 2020 and 1 January 2021, based on the Unaudited *Pro Forma* Consolidated Financial Information, such percentage would be equal to approximately 48.5% and 47.7% as at, respectively, 31 December 2020 and 30 June 2021. In addition, in the EPC sector the order book of the ASTM Group, amounting to approximately € 3.7 billion as at 31 December 2020, related to works to be carried out abroad for a share of 51.8% of the total (approximately €1.9 billion).

The ASTM Group is therefore exposed to a range of country-specific business risks, including, *inter alia*, fluctuations in local economic growth, changes to government policies or regulations in the countries in which it operates, changes in the commercial climate, devaluation, depreciation or excessive valuation of local currencies, imposition of monetary and other restrictions on the movement of capital for foreign corporations, economic crises, state expropriation of assets, the absence, loss or non-renewal of favourable treaties or similar agreements with foreign tax authorities and political, social and economic instability, changes in interest rates and changes in inflation rates and any disputes with local partners with which the ASTM Group operates through partnerships and joint venture contracts.

See also “– *Risks related to the activity of the ASTM Group in Brazil*” below for information on additional risks specific to the ASTM Group’s operations in Brazil. Any investment in foreign or domestic companies may result in an increased complexity of the operations of the ASTM Group. The occurrence of such events and, in general, significant changes in the macroeconomic, political, fiscal or regulatory framework of such countries, could compromise the international operations of the ASTM Group with a consequent material adverse impact on the ASTM Group’s results of operations and financial condition.

3.9 *Risks related to the activity of the ASTM Group in Brazil*

The ASTM Group’s operations in Brazil require specific considerations. First, inflation. Brazil experienced high rates of inflation in the past and the current scenario points to new increases. Certain Brazilian governmental actions to curb inflation and speculations on which measures would be adopted materially and adversely affected the Brazilian economy. Inflation, the policies adopted to curb inflation and uncertainties regarding a potential government intervention in the future contributed to economic uncertainty in Brazil, heightening volatility in the Brazilian capital markets, decreasing the liquidity of the capital and financial markets and increasing the costs to access them. This may affect our Brazilian operations.

Second, the Brazilian government frequently intervenes in the Brazilian economy, often making significant changes to policies and regulations. The Brazilian government’s actions to control inflation, stimulate economic growth and other policies and regulations have often involved, among other measures, increases in interest rates, changes in tax policies, salary and price controls, blockage of bank accounts access, currency devaluations, capital controls, and limits on imports.

Third, the Brazilian government has also often implemented and discussed a number of changes in tax regimes that may affect Brazilian companies. Such changes in tax may increase the EcoRodovias Group tax burden, adversely affecting their profitability and results of operations, or impose new taxes on the profits distributed by them. The Brazilian Congress is currently discussing a tax reform that will tax the dividends and other profits distributed by the EcoRodovias Group. The Issuer and the ASTM Group have no control over which measures or policies the Brazilian government may adopt in the future and are unable to predict them.

Finally, political instability in Brazil has historically influenced and continues to influence the performance of Brazil’s economy and the confidence of investors and the public in general, resulting in an economic slowdown. As of the date hereof, Brazilian president Jair Bolsonaro is under investigation by the Brazilian Supreme Court. If the Brazilian president is found to have committed actions that may have legal and political consequences, including a potential impeachment, this may have material adverse effects on the political and economic environment in Brazil, as well as on businesses operating in Brazil. The potential outcome of these and other investigations is uncertain, but they have had a negative impact on the image and reputation of the companies involved, as well as on the general perception of the market on the Brazilian economy. The development of these cases of unethical conduct has affected and may continue to adversely affect the EcoRodovias Group business, financial condition and operating results. The Issuer cannot predict whether the ongoing investigations will lead to further political and economic instability, or whether new allegations against government officials and executives and/or private companies will emerge in the future. Nor can one predict the results of these investigations, nor the impact on the Brazilian economy.

As a result, the ASTM Group’s business, financial condition, operational revenues and prospects may be adversely affected by events in the foreign countries where it operates, particularly in Brazil, where inflation, economic interventions, changes in policies or regulations, new or increased taxes and political instability are relevant.

3.10 *Credit and counterparty risk*

Although the type of clients in the EPC sector, which essentially includes public entities and public and private clients with a high credit standing, leads to the consideration that default risk is unlikely, the cases of extension to collection times beyond the contractual terms and requests for dilution of debt are more frequent. Furthermore, in recent years, the number of financial defaults involving companies

operating in the construction sector and the related supply chain has increased considerably, including companies of primary credit standing. Such defaults have affected a number of companies operating in partnerships with Itinera, and may affect in the future other companies of, or operating in partnership with, the ASTM Group. Losses arising from the failure of a counterparty of the EPC sector to meet its obligations, which can derive both from factors of technical-commercial or administrative-legal nature and from factors of financial nature, may have negative consequences in operating, economic and financial terms for the ASTM Group.

If a counterparty defaults on its obligations or becomes insolvent, construction delays and additional costs to replace the counterparty may arise. Any delays or discrepancies in the execution of works attributable to contractors or suppliers could result in the ASTM Group incurring liability *vis-à-vis* clients or inefficiencies in the supply chain. In addition, the risk that a counterparty may default on its obligations or become insolvent prior to maturity would leave the ASTM Group with an outstanding claim against such counterparty and/or an unhedged position with respect to commodities or interest rates.

With reference to the Motorway Concessions, tolls are collected at the toll gates by cash or subsequently cashed-in via electronic payments (credit cards, debit cards, pre-paid subscription, electronic tag, etc.) or paid by other concessionaires on the base of a specific interconnection agreement. Considering that most of the toll collection is based on delayed payment mechanisms, the ASTM Group may face the risk of insolvency of its counterparties.

3.11 *Risks related to the performance of activities through consortia, joint ventures and co-controlling and minority interests*

The ASTM Group companies, and especially those operating in the EPC sector, carry out some of their activities through partnerships, *consortia*, joint ventures and other forms of corporate participation together with other operators and companies in the sector. If the partners of the ASTM Group become insolvent or are unable to fulfil their obligations, the companies of the ASTM Group may be required to select other partners to replace the previous ones or, alternatively, to fulfil these obligations themselves, with possible increases in costs, delays in the execution of works or the payment of penalties in favour of the client.

In addition, partnerships may experience decision-making deadlocks caused by any disagreement between partners regarding certain matters in board and shareholders' meetings for which qualified majorities are required. Furthermore, in certain circumstances, the ASTM Group may not be able to maximise the profitability of the activities carried out in partnership due to various factors, such as, for example, (i) the inability of the partners to make accurate estimates and assessments during the project preparation, (ii) the weaker capacity of the ASTM Group to monitor and influence the management of the projects by the partners, (iii) the joint and several liability arising from the participation in temporary joint ventures (ATI) or other *consortia* in the tenders and (iv) the performance of commissions with partners that could breach their obligations *vis-à-vis* the client. The occurrence of such events could compromise the operations of the ASTM Group with a consequent material adverse impact on the ASTM Group's results of operations and financial condition.

3.12 *Risks related to industrial action, damage or destruction of sections of the ASTM Group's motorways and/or other interruptions of services*

Both the Italian Motorway Subsidiaries and the Brazilian Motorway Subsidiaries face potential risks from industrial action, natural disasters, such as earthquakes or flooding, landslides or subsidence, collapse or destruction of sections of motorway, inclement weather conditions (such as severe snow conditions, strong wind and sleet) or man-made disasters such as fires, acts of terrorism or the spillage of hazardous substances, as well as from the interruption of service due to events beyond their control such as accidents, the breakdown of equipment, leaks of hazardous substances and the malfunctioning of control systems. The occurrence of any such events – as well as work stoppages however occurring – could lead to a significant decline in toll revenues from the ASTM Group's motorways or a significant increase in expenditures for the operation, maintenance or repair of the ASTM Group Network. 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 ASTM Group to

legal proceedings and claims for damages. If the interruptions of services are attributable to negligent conduct (including omission) of the Motorway Subsidiaries, the competent Governmental authority could – depending on the seriousness of the interruption and the relevant conduct of the Motorway Subsidiary – order the forfeiture of the relevant Motorway Concessions, the suspension of tariff adjustments or the application of sanctions or penalties. The occurrence of such events could have a material adverse impact on the ASTM Group’s results of operations and financial condition.

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

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

The issues that could give rise to reputational risk include catastrophic events on the ASTM Group’s infrastructure (see also “– *Risks related to industrial action, damage or destruction of sections of the ASTM Group’s motorways and/or other interruptions of services*” above), reputational loss for the ASTM Group in general, legal and regulatory requirements, antitrust and competition law issues, ethical issues, environmental issues, money laundering and anti-bribery laws, data protection laws, information security policies, or problems with services provided by the ASTM Group or by third parties on its behalf. Failure to address these issues appropriately could also give rise to additional legal risk, which could adversely affect existing litigation claims against the ASTM Group and the amount of damages asserted against the ASTM Group or subject it to additional litigation claims or regulatory sanctions. Any of the above factors could have a material adverse effect on the brand and reputation of the ASTM Group, which, in turn, could have a material adverse effect on the ASTM Group’s business, financial condition and results of operations.

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

3.14 *Risks related to past and future acquisitions and business combinations, including potential increases in leverage resulting from the financing of the transactions and the integration of new companies into the ASTM Group*

As further described in this Base Prospectus, ASTM has acquired a number of companies and its growth strategy does not exclude potential new acquisitions. The acquisitions that ASTM has already carried out (including, *inter alia*, HALMAR, ATIVA, SITAF, EcoRodovias) and other integration projects already carried out, as well as any future acquisitions and other business combinations may result in a significant expansion and increased complexity of the ASTM Group’s operations, corporate governance and accounting procedure and financial structure. Such acquisitions and other business combinations may have adverse consequences. Acquisitions and other business combinations require the integration and combination of different management, strategies, procedures, products and services, client bases and distribution networks, with the aim of streamlining the business structure and operations of the newly enlarged group. Although the Issuer assesses each investment based on financial and market analysis, which includes certain assumptions, existing and potential future acquisitions and/or business combinations therefore expose ASTM and the ASTM Group to risks connected to the integration of new companies into the ASTM Group. These risks may relate to: (i) difficulties arising from having to manage a significantly broader and more complex organisation; (ii) problems resulting from the coordination and consolidation of corporate and administrative functions (including internal controls and procedures relating to accounting and financial reporting); (iii) the possible diversion of

management's attention from the operation of existing businesses; (iv) substantial costs, delays or other operational or financial problems in integrating acquired businesses; (v) difficulties arising from unanticipated events, circumstances or legal liabilities; or (vi) the failure to achieve expected synergies. Furthermore, this integration process may require additional investment and expense requiring proper funding. Failure to successfully manage one or more of the foregoing circumstances, or the need for significant further investments in order to do so could have a material adverse effect on the business, revenues, results of operations and financial condition of ASTM and the ASTM Group.

Furthermore, the ability of ASTM to appoint and finally elect the directors of its controlled companies must follow certain legal and regulatory procedures, which may differ from jurisdiction to jurisdiction and be time consuming. For instance, on 14 October 2021, the board of directors of EcoRodovias called an extraordinary shareholders' meeting of the company to be held on 16 November 2021 in order to appoint its new board of directors. Brazilian law and stock exchange regulations require prior notice, delivery of information and certain other procedures thereto. Although ASTM has the power and ability to nominate, appoint and elect the majority of EcoRodovias' board of directors, such procedures required by Brazilian law and regulations must be followed and request for delivery of additional information may occur, which may cause unexpected delays.

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

In circumstances where the ASTM Group seeks to create value by undertaking the development, extension or expansion of a concession's motorways, it will typically be dependent on the performance of third party contractors who undertake the management or execution of such development, extension or expansion on behalf of the ASTM Group. The risks of development, extension or expansion include, *inter alia*, the insolvency of third party contractors or their failure to perform contractual obligations (including with respect to the quality of their work), which may result in liability of the ASTM Group for the actions of third party contractors, costs increases and/or delays in the delivery of projects, as well as disputes between the ASTM Group and such contractors.

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

4. Legal and regulatory risks

4.1 *Risks related to the highly regulated environment in which the ASTM Group operates in Italy and Brazil and any change in law, governmental policy and/or other governmental actions*

The Italian and Brazilian motorway sector is governed by a series of laws, regulations, decrees and resolutions, relating to, *inter alia*, tax laws, road safety legislation and environmental laws and regulations. Furthermore, each of the Motorway Concessions is governed by the specific terms of their concession agreements, together with other generally applicable laws, regulations, decrees and resolutions (see "*Regulatory*" below). Changes in laws and regulations which affect the concessions, the tariff formula or activities, including investments, 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 of the concessionaire to renegotiate the terms of the concession with the grantor in an effort to restore the financial balance of the respective concession agreement in existence prior to the relevant changes or to withdraw from the concession agreement with compensation (if any) being paid to the relevant concessionaire for the works carried out or even reduce the concessionaires' interest in future tenders. Changes in any relevant laws or regulations, including changes that may require the ASTM Group to make additional capital investments or adverse changes in the regulatory environment, such as a reduction of government appropriations, restrictions on operations and on motorway construction or other interference from government entities, may have a material adverse affect the results of operations or financial condition of the ASTM Group and no assurance can be given that the ASTM Group will be adequately indemnified.

In particular, the Brazilian concessionaires may also be affected by the federal, state and municipal governments' decisions in relation to the development of the Brazilian infrastructure system, particularly regarding the granting of new concessions or the decision not to continue with the highway concession programme. Their operations are also subject to other extensive and complex laws and regulations that govern the labor relations, worker's health and safety, occupational health, contracting, waste disposal, environmental protection, transportation of hazardous substances, imports, exports, taxes, data protection, anticorruption, money laundering and other matters.

Furthermore, where required, obtaining of other necessary permits, licenses and governmental authorisations, including environmental approvals, may depend on a complex and time-consuming process, and there is no guarantee that any of the required permits, permissions, licenses or authorisations will be obtained and, when they are obtained, they will be so on acceptable terms or in a timely fashion. The costs and delays associated with obtaining the necessary permits and licenses could significantly impact, interrupt, delay or even restrict some of the ASTM Group's operations. Any failure by the ASTM Group to comply with the applicable laws, regulations, permits, licenses or concession agreements can result in damages and the imposition of significant fines, penalties or other obligations or in the interruption or termination of certain operations, which may have an adverse effect on the ASTM Group's business, results of operations and financial condition.

4.2 *Risks related to tariff adjustments and regulations*

In addition to the volume of traffic on its motorways, the income generated from the ASTM Group's motorways depends on its tariff rates and the tariff structure is usually fixed from the outset under each individual concession agreement. The ASTM Group has limited or no ability to independently raise tariffs, which represent the source of remuneration and repayment of the investments made by the concessionaires in accordance with the concession agreements. Tariff increases are subject to the approval of the MIMS, in agreement with the MEF, by means of a reasoned decree, and to the formal approval and effectiveness of the economic financial plan. As at the date of this Base Prospectus, the Italian Motorway Subsidiaries whose economic financial plans have not yet been updated have not benefitted of any tariff increases for the 2019-2021 period (for further information, see "*Regulatory*" below). Accordingly, the ASTM Group is not in a position to establish if and when the periodic update of such economic financial plans could be completed and, even if completed, to which extent future tariffs increases may be approved.

In addition, during the life of a concession, the relevant government authority may also unilaterally impose additional restrictions on the tariff rates and refuse to compensate the ASTM Group for any losses that might result from such changes to the concession agreement. Whilst the ASTM Group may try to renegotiate the terms of a concession agreement, the ASTM Group cannot guarantee that any such negotiation will be successful and can give no assurance that the toll rate the ASTM Group is authorised to charge will guarantee an adequate level of profitability.

The ASTM Group has substantial indebtedness (see "*— The ASTM Group is burdened by significant indebtedness*" above), much of which is related to costs incurred as a result of operating and expansion activity. The ASTM Group seeks to cover money spent on its investments principally from its motorway receipts. If the assumptions underlying the ASTM Group's financial models prove to be incorrect and the revenues generated are not sufficient to cover its costs, the ASTM Group may be unable to increase tariffs due to inflexible concession terms or reduce its costs to remain profitable, which could have a material adverse effect on the ASTM Group's business, financial condition, results of operations and prospects.

Tariff adjustments and regulations in Italy

The rules and mechanisms for the determination of motorway tariffs applicable to the Italian Motorway Subsidiaries are discussed under the section headed "*Regulatory – Rules, mechanism and procedure for the periodical adjustment of the tariffs*" below. In particular, according to Transportation Regulatory Authority (as defined in "*Regulatory*", below) Resolution No. 16/2019, if the efficiency levels achievable by the Italian Motorway Subsidiaries are lower than the productivity recovery coefficient defined by the Transportation Regulatory Authority, a full recovery of the operating costs actually

incurred may not be achieved, with a consequent reduction in the profitability levels of the Issuer and the ASTM Group.

Tariff adjustments and regulations in Brazil

In the context of operation of their motorway and port concessions, EcoRodovias controlled companies enter into various concession agreements with the competent Brazilian governmental authorities. These concession agreements are administrative agreements governed by Brazilian law, which provide the respective governmental authority with a certain discretionary power to determine the terms and conditions applicable to the concessions managed by Brazilian companies. Tariffs may be adjusted from time to time due to inflation and the occurrence of extraordinary and unforeseen events through a mechanism provided for in the Brazilian law and concession agreements called “economic and financial rebalancing”. The procedure for restoring economic and financial balance can be time-consuming and may not fully cover all extraordinary costs. Furthermore, demand and traffic are risks generally allocated on the concessionaires. As a result, in case of an eventual decrease in traffic and demand in general, concession tariffs may not be adjusted. Accordingly, Brazilian concessionaires may not be able to pass-through all of their increased costs throughout the years. Furthermore, in case Brazilian concessionaires have to make additional investments as a result of a measure not provided for in the respective agreements, or even as a result of unilateral measures on the part of a governmental authority, or due to unilateral measures of a governmental authority resulting from a revision of understandings or revision of (audit or other) procedures or revision of regulatory interpretations, in each case differently from such companies understanding, as provided for in Brazilian law, the EcoRodovias Group financial condition and results of operations may be negatively affected if the agreement’s economic-financial rebalance is not achieved. Acts by the governmental authority like these or the issuance of even stricter rules may affect the EcoRodovias Group’s ability to meet all the requirements demanded by the regulatory processes, which may have an adverse effect on their business and results of operations.

In addition, the EcoRodovias Group’s revenues come to a large extent from the charging of toll fees by its controlled companies, and EcoRodovias Group may also be affected by decisions from the federal, state and municipal governments with respect to: (a) promoting the development of alternative and possibly competing roads or infrastructure to its subsidiaries concessions; (b) not proceeding with the highway concession program, not promoting new bidding processes for highway concessions or establishing stricter participation criteria, which could affect its organic growth; (c) establishing stricter rules regarding the business of the concessionaires, limiting concessionaires’ capacity to grow or to implement their commercial strategy; or (d) not restoring the balance in full in relation to the economic-financial balance amounts and values claimed by us and by our subsidiaries, with regard to the losses resulting from the impact of revisionist measures or from severe pandemics (including COVID-19 or potential new waves of contamination), additional waves of contamination or other force majeure events or acts of God. Lastly, the Brazilian government has recently enacted Law No. 14,157/21 establishing general guidelines on the collection of tolls under the free passage system. This model is similar to the “free-flow system,” common in European countries, in which toll booths are not in place and vehicles are charged exclusively by totems that charge the fare based on tags installed on the vehicles. In addition to regulating the new toll collection system, Brazilian Law No. 14,157/21 also determined, in the case of concession contracts in which it is not possible to implement the new toll system, the observance of a discount for frequent users, which will be conditioned and limited to the abatement of municipal taxes levied on revenue from the management of the highway. Law No. 14,157/21, however, still depends on regulation so that it can then be applied to concession contracts. Depending on how Law No. 14,157/21 is regulated and implemented in each of the highway concession contracts entered into by the special-purpose entities controlled by EcoRodovias, the Issuer may bear the potential risk that these concession agreements suffer economic and financial imbalances, especially due to any increase in toll evasion. The risks arising from Law No. 14,157/21 can only be precisely measured with the issuance of the respective regulatory decree and with the application of these rules to each of EcoRodovias’ controlled companies’ concession agreements in Brazil. Brazilian concessionaires may face negative reactions from their users or communities relating to the charging of tariffs and their adjustments, including via protests organized at our facilities or by social media on the internet, blocking access for our employees or users to our facilities or highways, requests to open toll plaza barriers, including due to force majeure or acts of God, such as the COVID-19 pandemic or additional new waves

of contamination, always with the aim of putting pressure on the granting authorities to reduce or waive the tariffs charged. The occurrence of these events may affect the granting authorities' decisions with regard to the current toll fees in the concession agreements or the renewal or signing of new concession agreements, consequently reducing the EcoRodovias Group's revenues and breaking up the traffic from the motorways, which may have an adverse effect on the results of the ASTM Group.

4.3 Risks related to legal proceedings

Companies belonging to the ASTM Group are or may be parties to a number of administrative proceedings, tax investigations, criminal proceedings and civil actions (for further information on the legal proceedings involving the Issuer or the other companies of the ASTM Group, see (a) the notes to the Consolidated Financial Statements of the Issuer for the year ended 31 December 2020 and, in particular, Note 12 (*Provisions for risks and charges*); (b) the paragraph in the management report relating to the Consolidated Financial Statements of the Issuer for the year ended 31 December 2020 headed "*Risk factors and uncertainties*", (c) the notes to the Consolidated Financial Statements of the Issuer for the half-year ended 30 June 2021 and, in particular, Note 12 (*Provisions for risks and charges*); and (d) the paragraph in the management report relating to the Consolidated Financial Statements of the Issuer for the half-year ended 30 June 2021 headed "*Risk factors and uncertainties*", each incorporated by reference into this Base Prospectus). As at 31 December 2020 and 30 June 2021, the Issuer had a provision in its annual and semiannual consolidated financial statements for legal proceedings which the Issuer considers to be adequate. In any case, an unfavourable material outcome in one or more proceedings could have a material adverse effect on the ASTM Group's results of operations or financial condition.

In addition, certain of EcoRodovias controlled companies are subject to investigations from Brazilian Federal police and other oversight governmental authorities (in the Federal, state and local levels). Some of such investigations resulted in further specific legal proceedings which are still pending and others in the execution of leniency and non-persecution agreements. Financial and reputational damages, fines or other penalties, the inability to sign new agreements with governmental authorities may result from such pending or new investigations and/or proceedings and of the repercussions from the aforesaid events or in case of failure to comply with the leniency and non-persecution agreements. For further information on legal proceedings involving the companies belonging to the EcoRodovias Group, see the paragraphs headed "*Other information*" of the notes to the consolidated financial statements of the Issuer as at and for the year ended 31 December 2020 and of the notes to the consolidated half-year report of the Issuer as at and for the six months ended 30 June 2021, each incorporated by reference into this Base Prospectus (see "*Information Incorporated by Reference*", below) and "*Description of the Issuer – Legal Proceedings*" below.

4.4 Risks related to the extensive environmental regulation to which the ASTM Group's operations are subject

The ASTM 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 approvals. Environmental risks inherent to the ASTM Group's activities include those arising from the management of residues, effluents, emissions and land on the ASTM 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 breaches of environmental legislation could lead to legal proceedings against an ASTM Group company, the imposition of criminal and/or civil penalties on those responsible, the payment of charges deriving from the fulfilment of obligations provided for by environmental laws and regulations, as well as delays in the execution of the works and their entry into operation. In particular, if environmental damage and/or other violations of environmental regulations occur and criminal proceedings are instituted, it cannot be excluded that such processes may lead to the seizure of the plants which caused the environmental damage or to which the violations of the aforesaid regulations are linked, with a consequent interruption of the operation of such plants, which could have a material adverse impact on the ASTM Group's business, financial condition and results of operation. Furthermore, any of these

risks may cause potential damage to the ASTM 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.

During the construction of motorway sections, the ASTM 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 ASTM Group may be required to commence new authorisation procedures and may be subject to lengthy legal and administrative proceedings.

5. Internal control risks

5.1 Risks related to administrative responsibility pursuant to Legislative Decree 231/2001

Legislative Decree 231/2001 provides that a company is responsible for certain offences (not only crimes) committed by its executives, directors, agents and/or employees in the interest or to the benefit of that company. The list of offences has been steadily increasing along the years and now covers, *inter alia*, health and safety, environment and computer crimes. Regardless of the nationality or the place where it has its registered office, a company may be liable under Legislative Decree 231/2001 if at least part of the offence is committed in Italy, or the offence is committed by an individual of Italian nationality, *provided that* the offence is committed in the interest or for the benefit of the company. To mitigate these risks the Issuer implemented a set of rules and procedures aimed at preventing such offences (the "Model 231"). However, the foreign subsidiaries of the ASTM Group have not adopted an organisation and management model pursuant to Legislative Decree 231/2001, as such model may not be compatible with the national regulations applicable to such companies and, therefore, the ASTM Group may not be able to avoid the responsibility deriving from the activities carried out by such subsidiaries. Irrespective of the implementation of the Model 231, any of such offences may determine a severe reputational damage for the ASTM Group with a consequent impact on the ability of the ASTM Group to obtain funding and make investments and, in turn, an adverse effect on its business results and financial conditions.

Moreover, the liability of the subsidiaries may be extended to the holding company if (a) the individual who committed the crime (i) belongs to both companies or (ii) belongs to the subsidiary and acts jointly with an individual of the holding company, and (b) the holding has an interest in or benefits from the commission of the offense within the organisation of the subsidiary.

FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH NOTES ISSUED UNDER THE PROGRAMME

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

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common features (but is not intended to be an exhaustive description):

1.1 Notes subject to optional redemption by the Issuer

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate.

In addition, with respect to the options under Condition 9(b) (*Redemption for tax reasons*), Condition 9(c) (*Redemption at the option of the Issuer*), Condition 9(d) (*Issuer Maturity Par Call Option*) and Condition 9(f) (*Clean-up Call Option*), the Issuer's right to redeem at par all or, as the case may be, part of the Notes will exist notwithstanding that immediately prior to the serving of a notice in respect of the

exercise of the relevant option the Notes may have been trading significantly above par, thus potentially resulting in a loss of capital invested.

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 securities offering a comparable yield. Potential investors should consider reinvestment risk in light of other investments available at that time.

1.2 Redemption for tax reasons

Unless, in the case of any particular Tranche of Notes, the relevant Final Terms specify otherwise, in the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Italy or certain other relevant jurisdictions or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with the Conditions. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes.

1.3 Fixed Rate Notes

Investment in Notes that bear a fixed rate of interest involves the risk that if market interest rates subsequently increase above the rate paid on such Notes, this will adversely affect the value of such 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 such Notes may fall as a result of movements in market interest rates.

1.4 Variable rate Notes with a multiplier or other leverage factor

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

1.5 Notes issued at a substantial discount or premium

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

1.6 Inverse Floating Rate Notes

Inverse Floating Rate Notes have an interest rate equal to a fixed rate *minus* a rate based upon a reference rate. The market values of those Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

1.7 Reform of EURIBOR and other interest rate index and equity, commodity and foreign exchange rate index “benchmarks”

The Euro Interbank Offered Rate (“EURIBOR”) and other indices which are deemed “benchmarks” are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms

may cause such “benchmarks” to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to a “benchmark”.

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

The Benchmarks Regulation as it forms part of domestic law of the UK by virtue of the EUWA (the “**UK BMR**”) applies to the provision of benchmarks and the use of a benchmark also in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorized by the UK Financial Conduct Authority (“**FCA**”) or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognized or endorsed).

The Benchmarks Regulation and the UK BMR could have a material impact on any listed Notes linked to a “benchmark” index, including in any of the following circumstances:

- (i) an index which is a “benchmark” could not be used as such if its administrator does not obtain appropriate EU authorisations or is based in a non-EU jurisdiction which (subject to any applicable transitional provisions) does not have equivalent regulation. In such event, depending on the particular “benchmark” and the applicable terms of the Notes, the Notes could be delisted (if listed), adjusted, redeemed or otherwise impacted;
- (ii) the methodology or other terms of the “benchmark” related to a series of Notes could be changed in order to comply with the terms of the Benchmarks Regulation and the UK BMR, and such changes could have the effect of reducing or increasing the rate or level of the “benchmark” or of affecting the volatility of the published rate or level, and could lead to adjustments to the terms of the Notes.

Any of the international, national or other reforms (or proposals for reform), the discontinuing of or the general increased regulatory scrutiny of “benchmarks” could increase the costs and risks of administering or otherwise participating in the setting of a “benchmark” and complying with any such regulations or requirements.

An example of such proposals for benchmark reform was the reform of EURIBOR, to use a hybrid methodology and to provide fallback by reference to a euro risk-free rate (based on a euro overnight risk-free rate as adjusted by a methodology to create a term rate). On 13 September 2018, the working group on euro risk-free rates recommended Euro Short-term Rate (“**€STR**”) as the new risk-free rate. €STR was published by the European Central Bank on 2 October 2019. In addition, on 21 January 2019, the euro risk-free rate working group published a set of guiding principles for fallback provisions in new euro denominated cash products (including bonds). The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts may increase the risk to the euro area financial system.

The elimination of any “benchmark”, or changes in the manner of administration of any “benchmark”, could require an adjustment to the terms and conditions, or result in other consequences, in respect of any Notes referencing such “benchmark”.

Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain ‘benchmarks’, trigger changes in the rules or methodologies used in certain ‘benchmarks’ or lead to the disappearance of certain ‘benchmarks’. The disappearance of a ‘benchmark’ or changes in the manner of administration of a ‘benchmark’ could result in adjustment to the terms and conditions, early redemption, delisting or other consequence in relation to Notes linked to such ‘benchmark’.

Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any such Notes.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation reforms in making any investment decision with respect to any Notes referencing a “benchmark”.

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

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

In addition, due to the uncertainty concerning the availability of Successor Reference Rates and Alternative Reference Rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time. If the Independent Adviser or, as applicable, the Issuer determines that amendments to the Conditions or the Agency Agreement are necessary to ensure the proper operation of any Successor Reference Rate or Alternative Reference Rate and/or Adjustment Spread or to comply with any applicable regulation or guidelines on the use of benchmarks or other related document issued by the competent regulatory authority, then such amendments shall be made without any requirement for the consent or approval of Noteholders, as provided by Condition 6(j).

1.9 *Step Up Notes may not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics*

If so specified in the relevant Final Terms or Drawdown Prospectus, as applicable, the Issuer may issue Notes described as “Step Up Notes”. In such event, the interest rate relating to the Step Up Notes is subject to upward adjustment in certain circumstances specified in the Conditions, in any case depending on the definition of Scope 1 and 2 Emissions Condition and Scope 3 Emissions Condition (each as defined in the Terms and Conditions of the Notes). The Notes described above are not being marketed as green bonds, social bonds or similar purpose financing instrument, since the Issuer expects to use the relevant net proceeds for general corporate purposes and therefore the Issuer does not intend to allocate the net proceeds specifically to projects or business activities meeting environmental, sustainability or social criteria, or be subject to any other limitations associated with such instruments.

Such Notes may not satisfy an investor’s requirements or any future legal or quasi legal standards for investment in assets with sustainability characteristics and the definition of Scope 1 and 2 Emissions and Scope 3 Emissions may be inconsistent with investor requirements or expectation or other definitions relevant to greenhouse gas emissions.

Although the Issuer targets decreasing its greenhouse gas emissions, there can be no assurance of the extent to which it will be successful in doing so or that any future investments it makes in furtherance of these targets will meet investor expectations or any binding or non-binding legal standards regarding sustainability performance, whether by any present or future applicable law or regulations or by its own

by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact. Adverse environmental or social impacts may occur during the design, construction and operation of any investments the Issuer makes in furtherance of this target or such investments may become controversial or criticized by activist groups or other stakeholders.

Furthermore, a basis for the determination of the definitions of “sustainability-linked” has been established in the EU with the publication in the Official Journal of the EU on 22 June 2020 of the Sustainable Finance Taxonomy Regulation on the establishment of the EU Sustainable Finance Taxonomy and the Sustainable Finance Taxonomy Regulation Delegated Acts; however the EU Sustainable Finance Taxonomy is subject to further development by way of the implementation by the European Commission through the formal adoption of the Sustainable Finance Taxonomy Regulation Delegated Acts which is expected to take place by the end of 2022. It is not known to what extent the investments planned in the Group’s sustainability strategy will satisfy those criteria. Pending development of the technical screening criteria for such objectives, there is no certainty to what extent the investments planned in the Group’s sustainability strategy (also underlying the Notes through their link to certain key performance indicators) will be aligned with the EU Sustainable Finance Taxonomy and the Sustainable Finance Taxonomy Regulation Delegated Acts.

1.10 *The Sustainability-Linked Bond Second-party Opinion issued in respect of Step Up Notes does not reflect all the features which may be associated with such debt securities nor does it discuss all risks related to such notes*

In connection with the issue of Step Up Notes, the Issuer may request a specialised consulting firm or rating agency to issue a so-called second-party opinion (a “**Sustainability-Linked Bond Second-party Opinion**”) confirming the adherence of such Step Up Notes with the Sustainability-Linked Bond Principles administered by ICMA and analysing the definition of Scope 1 and 2 Emissions and Scope 3 Emissions.

If no Sustainability-Linked Bond Second-party Opinion is obtained, there might be no third party analysis of its definition of Scope 1 and 2 Emissions and Scope 3 Emissions or how such definitions relate to any sustainability-related standards other than the relevant Assurance Provider’s confirmation of Scope 1 and 2 Emissions and Scope 3 Emissions in relation to any Observation Period.

However, even if such Sustainability-Linked Bond Second-party Opinion is obtained, as there is currently no clearly-defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes a “sustainable” or “sustainability-linked” or equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as “sustainable” or “sustainability-linked” (and, in addition, the requirements of any such label may evolve from time to time), no assurance is or can be given to investors by the Issuer, any other member of the Group, the Dealers, any of their respective affiliates, any second party opinion providers or the Assurance Provider that the Step Up Notes will meet any or all investor expectations regarding the Step Up Notes or the Group’s targets qualifying as “sustainable” or “sustainability-linked” or that any adverse other impacts will not occur in connection with the Group striving to achieve such targets.

Furthermore, a Sustainability-Linked Bond Second-party Opinion may not reflect all the features of such kind of debt securities nor the potential impact of all risks related to the structure, market, additional risk factors discussed above and other factors that may affect the value of Step Up Notes issued under the Programme. Furthermore, any such Sustainability-Linked Bond Second-party Opinion would only be valid as of the date it is released and the Issuer does not assume any obligation or responsibility to release any update or revision of its Sustainability-Linked Financing Framework. A withdrawal of the Sustainability-Linked Bond Second-party Opinion may affect the value of such Step Up Notes and/or may have consequences for certain investors with portfolio mandates to invest in sustainability-linked assets.

Moreover, a Sustainability-Linked Bond Second-party Opinion provider and providers of similar opinions, reports and certifications are not currently subject to any specific regulatory or other regime or oversight. Any such opinion, report or certification is not, nor should be deemed to be, a

recommendation by the Issuer, any member of the Group, the Dealers or any Sustainability-Linked Bond Second-party Opinion providers or any other person to buy, sell or hold any Step Up Notes.

Noteholders have no recourse against the Issuer, any of the Dealers or the provider of any such opinion, report or certification for the contents of any such opinion, report or certification, which is only current as at the date it was initially issued. Prospective investors must determine for themselves the relevance of any such opinion, report or certification and/or the information contained therein and/or the provider of such opinion, report or certification for the purpose of any investment in the Step Up Notes. Any withdrawal of any such opinion, report or certification or any such opinion, report or certification attesting that the Group is not complying in whole or in part with any matters for which such opinion, report or certification is opining on or certifying on may have a material adverse effect on the value of the Step Up Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

Investors should therefore make their own assessment as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party in connection with the offering of Step Up Notes.

For the avoidance of doubt, as stated above, any such framework, opinion, report or certification and any other document related thereto is not, nor shall it be deemed to be, incorporated in and/or form part of this Base Prospectus.

1.11 *The Step Up Notes include certain triggers linked to sustainability key performance indicators and a recalculation provision of the relevant baseline*

The Step Up Notes include one or more triggers linked to sustainability key performance indicators such as the reduction of greenhouse gas emissions (see “*Step Up Notes may not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics*”) which must be complied with by the Issuer, and in respect of which Condition 8 (*Step Up Option*) applies, if applicable in the relevant Final Terms. The failure to meet any of such sustainability key performance indicators will result in increased interest amounts or additional payments under such Notes, which would increase the Group’s cost of funding and which could have a material adverse effect on the Group, its business prospects, its financial condition or its results of operations.

The Terms and Conditions of the Notes permit the Issuer to redetermine the Scope 1 and 2 Emissions Baseline to reflect that (i) any SLB Reporting Significant Subsidiary (*i.e.* Autostrada dei Fiori S.p.A., Autostrada Torino-Alessandria-Piacenza S.p.A., Società Autostrada Ligure Toscana p.a., Itinera S.p.A., Itinera Ghantoot JV and Itinera Agility JV), which for the year ended 31 December 2020 accounted for 5% or more of the Scope 1 and 2 Emissions Baseline, ceases to be a Subsidiary of the Issuer or that (ii) any such SLB Reporting Significant Concession (*i.e.* the A4 Turin – Milan, the A12 Sestri Levante-Livorno, Viareggio-Lucca and Fornola-La Spezia and the A10 Savona-Ventimiglia), which for the year ended 31 December 2020 accounted for 5% or more of the Scope 1 and 2 Emissions Baseline, ceases to be held or operated by the SLB Reporting Group. Accordingly, while any such redetermination must be disclosed in accordance with the Terms and Conditions and verified by an independent, qualified reviewer, any redetermination will decrease the volume of greenhouse gas used as a baseline and therefore may decrease the total volume of reduction of greenhouse gas that needs to be achieved by the Group in order to satisfy such conditions and avoid the occurrence of a Step Up Event. In addition, greenhouse gases emissions generated by any entity that has become or will become a Subsidiary after 31 December 2020 other than a Subsidiary operating a SLB Reporting Concession will not be accounted for in the calculation of the Scope 1 and 2 Emissions and Scope 3 Emissions. Furthermore, any emissions generated by assets or properties exclusively related to Concessions that are not SLB Reporting Concessions will not be accounted for in the calculation of Scope 1 and 2 Emissions.

No Event of Default shall occur under the Step Up Notes, nor will the Issuer be required to repurchase or redeem such Notes, if the Issuer fails to comply with the Scope 1 and 2 Emissions Condition and/or the Scope 3 Emissions Condition as well as with the Reporting Requirements.

1.12 Failure to meet the relevant sustainability targets may have a material impact on the market price of any Step Up Notes issued under the Programme and could expose the Group to reputational risks.

Although the Issuer's intention, on issue of any Step Up Note under the Programme, will be to reduce the Group's greenhouse gas emissions by at least the relevant Scope 1 and 2 Emissions Percentage Threshold or Scope 3 Emissions Percentage Threshold on the relevant Reference Year(s), as applicable (the "**Sustainability Targets**"), there can be no assurance of the extent to which it will be successful in doing so, that the Issuer may decide not to continue with achieving such Sustainability Targets or that any future investments it makes in furtherance of achieving such objectives will meet investor expectations or any binding or non-binding legal standards regarding sustainability performance, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact.

Any of the above could adversely impact the trading price of Step Up Notes and the price at which a holder of Step Up Notes will be able to sell its Step Up Notes in such circumstance prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such Noteholder. See also "*Step Up Notes may not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics*" above for a description of the risk that Step Up Notes may not satisfy an investor's requirements or any future legal or other standards for investment in assets with sustainability characteristics.

Any failure to meet such sustainability key performance indicators will result in increased interest amounts under such Notes, which would increase the Group's cost of funding and which could have a material adverse effect on the Group, its business prospects, its financial condition or its results of operations.

In addition, a failure by the Group to satisfy the Sustainability Targets could also harm the Group's reputation. Furthermore, the Group's efforts in reaching the Sustainability Targets may become controversial or be criticised by activist groups or other stakeholders. Each of such circumstances could have a material adverse effect on the Group, its business prospects, its financial condition or its results of operations.

Lastly, no Event of Default shall occur under any Step Up Notes issued under the Programme, nor will the Issuer be required to repurchase or redeem such Step Up Notes, if the Issuer fails to meet any of the Sustainability Targets, or if it fails to comply with the disclosure and reporting obligations under the applicable Sustainability-Linked Financing Framework.

1.13 Absence of security or guarantees in favour of the holders of the Notes

The Notes shall constitute direct, unconditional and unsubordinated obligations of the Issuer which will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured, unsubordinated obligations of the Issuer, save for certain mandatory exceptions of applicable law.

As far as Relevant Indebtedness is concerned, as of the SIAS Merger Effective Date (as defined in "*Description of the Issuer*" below), ASTM assumed, *inter alia*, the rights and liabilities of SIAS S.p.A. ("**SIAS**") arising under the "*Euro 500,000,000 3.375 per cent. Senior Secured Notes due 13 February 2024*" (ISIN Code: XS1032529205) issued in February 2014 under SIAS's EMTN programme (the "**2014 Former SIAS Secured Notes**") and the "*Euro 550,000,000 1.625 per cent. Senior Secured Notes due 8 February 2028*" (ISIN Code: XS1765875718) issued in February 2018 under SIAS's EMTN programme (the "**2018 Former SIAS Secured Notes**" and together with the 2014 Former SIAS Secured Notes, the "**Former SIAS Secured Notes**"). Unlike the Former SIAS Secured Notes, the payment obligations of the Issuer in relation to the Notes issued under the Programme do not have the benefit of any security interest including, without limitation, any pledge or other security interests over the receivables and monetary claims of the Issuer *vis-à-vis* its Material Subsidiaries (as defined in the Conditions of the Notes) which have received or will receive from time to time intercompany loans from the Issuer. In case of an Event of Default, the holders of the Notes, unlike the holders of the Former SIAS Secured Notes, will not have any direct claim against any subsidiaries of the Issuer that

have received intercompany loans from the Issuer whose proceeds are the object of the above security interests. As a consequence, upon occurrence of an Event of Default, the holders of the Former SIAS Secured Notes will rank in priority over the holders of the Notes in respect of the collateral securing the Former SIAS Secured Notes.

2. Risks relating to the Notes generally

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

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

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

The Conditions also provide that the Trustee may, without the consent of Noteholders, agree to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Trust Deed in the circumstances described in Condition 16 (*Meetings of Noteholders; Noteholders' Representative; Modification and Waiver*) of the Conditions of the Notes.

2.2 *Risks relating to taxation regime*

The tax regime in Italy and in any other relevant jurisdiction (including, without limitation, the jurisdiction in which each Noteholder is resident for tax purposes) may be relevant to the acquiring, holding and disposing of Notes and the receiving of payments of interest, principal and/or other income under the Notes. For instance, the substitutive tax exemption regime provided by Decree No. 239 applies if certain procedural requirements are met and there can be no assurance that all non-Italian resident investors will be entitled to claim the application of the withholding tax exemption. Prospective investors in the Notes should consult their own tax advisers as to which countries' tax laws could be relevant and the consequences of such actions under the tax laws of those countries.

For further information on the principal Italian tax consequences of the purchase, ownership, redemption and disposal of the Notes, see the section entitled "*Taxation*" below.

2.3 *Investing in the Notes may negatively impact on the "Aiuto alla Crescita Economica" (ACE) benefit available to certain Italian resident noteholders (or Italian permanent establishments of non-resident noteholders).*

Effective as of the fiscal year following the fiscal year that was current on 31 December 2015, Article 1(550) of Law No. 232 of 11 December 2016 (Finance Act 2017) added paragraph 6-*bis* to Article 1 of Law Decree No. 201 of 6 December 2011, converted into Law No. 214 of 22 December 2011. Under this new rule, the base upon which the "*Aiuto alla Crescita Economica*" benefit set forth in Article 1 of Law Decree No. 201 of 6 December 2011 (the "**ACE Benefit**") is computed is reduced by an amount equal to the positive difference (if any) between (i) the aggregate book value of securities (*titoli e valori mobiliari*) other than shares reported in the taxpayer's financial statements for the relevant fiscal year and (ii) the aggregate book value of securities (*titoli e valori mobiliari*) other than shares reported in the taxpayer's financial statements of the fiscal year that was current on 31 December 2010. The relevant securities (*titoli e valori mobiliari*) are defined in Article 1(1-bis) of Legislative Decree No. 58 of 24 February 1998. Only Italian resident persons carrying on an entrepreneurial activity (and in particular Italian resident corporations) and Italian permanent establishments of non-resident persons can enjoy the ACE Benefit. The new restrictive rule enacted by Finance Act 2017 applies only to taxpayers that do not carry out insurance or financial

activities listed in Section K of the 2007 ATECOFIN Index (except for non-financial holding companies).

However, with respect to any increase of the equity as existing at 31 December 2020, taxpayers could benefit from an increased notional return equal to 15% pursuant to the so-called Super ACE regime (an *ad hoc* incentive legislation enacted to boost the recovery from economic downturn due to the pandemic crisis).

Because of this new rule, investment in the Notes by Italian resident noteholders (other than financial and insurance companies) might reduce the amount of the ACE Benefit that they may be able to enjoy. Noteholders are thus urged to consult their own tax advisers concerning the implications that holding the Notes may have on the ACE Benefit available to them.

2.4 *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*

Notes issued under the Programme may be represented by one or more Global Notes. Such Global Notes will be deposited with a common depository or common safekeeper for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the relevant 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 one or more Global Notes, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg. While the Notes are represented by one or more Global Notes, the Issuer will discharge its payment obligations under the Notes by making payments to the common depository or 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 relevant 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 relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies.

2.5 *Delisting of the Notes*

Application has been made for Notes issued under the Programme to be listed on the Official List and admitted to trading on the regulated market of Euronext Dublin and Notes issued under the Programme may also be admitted to trading, listing and/or quotation by any other listing authority, stock exchange or quotation system (each, a “**listing**”), as specified in the relevant Final Terms. Such Notes may subsequently be delisted despite the best efforts of the Issuer to maintain such listing and, although no assurance is made as to the liquidity of the Notes as a result of listing, any delisting of the Notes may have a material effect on a Noteholder’s ability to resell the Notes on the secondary market.

2.6 *Denominations and restrictions on exchange for Definitive Notes*

Notes may in certain circumstances be issued in denominations including (i) a minimum denomination of €100,000 (or its equivalent in another currency) and (ii) an amount which is greater than €100,000 (or its equivalent) but which is an integral multiple of a smaller amount (such as €1,000). Where this occurs, Notes may be traded in amounts in excess of €100,000 (or its equivalent) that are not integral multiples of €100,000 (or its equivalent). In such a case, a holder who as a result of trading such amounts, holds a principal amount of less than the minimum denomination of €100,000 will 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 such that it holds an amount equal to an integral multiple of €100,000.

2.7 *Certain relationships between one of the Dealers and the Calculation Agent may present conflicts of interest*

The Issuer may appoint a Dealer as Calculation Agent in respect of an issuance of Notes under the Programme. In such a case the Calculation Agent is likely to be a member of an international financial

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

3. Risks related to the market generally

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

3.1 *The secondary market generally*

Notes may have no established trading market when issued, and one may never develop. 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. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

3.2 *Exchange rate risks and exchange controls*

The Issuer will pay principal and interest on the Notes in the Specified Currency. 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 Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency 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 Specified Currency would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency equivalent value of the principal payable on the Notes and (iii) 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. As a result, investors may receive less interest or principal than expected, or no interest or principal.

3.3 *Credit ratings may not reflect all risks*

One or more independent credit rating agencies may assign credit ratings to the Issuer and/or the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above and other factors that may affect the value of the Notes. 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. Tranches of Notes issued under the Programme may be rated or unrated. Where a tranche of Notes is rated, such rating will not necessarily be the same as the rating(s) assigned to ASTM from time to time or to other Notes issued under the Programme. Notwithstanding the above, any adverse change in an applicable credit rating could adversely affect the trading price for the Notes issued under the Programme.

INFORMATION INCORPORATED BY REFERENCE

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

- (a) the audited consolidated annual financial statements (including the auditors' audit report thereon and notes thereto) and the management report of the Issuer in respect of the years ended 31 December 2019 and 2020 (available at: https://www.astm.it/wp-content/uploads/2020/05/ASTM_SpA-2019_Financial_Statements.pdf and <https://www.astm.it/wp-content/uploads/2021/04/ASTM-SpA-2020-Financial-Statements.pdf>);
- (b) the unaudited consolidated interim financial report of the Issuer in respect of the half-year ended 30 June 2021 (available at: https://www.astm.it/wp-content/uploads/2021/08/2021_6_30_ASTM_Half-Year-Financial-Report.pdf);
- (c) the audited consolidated annual financial statements of EcoRodovias in respect of the year ended 31 December 2020 (available at: <https://api.mziq.com/mzfilemanager/v2/d/7c109ecb-88c9-441f-91cb-66a8db417120/119a52f3-d981-8e57-3fb8-47b9e3c86024?origin=1>);
- (d) the unaudited consolidated interim financial report of EcoRodovias in respect of the half-year ended 30 June 2021 (available at: <https://api.mziq.com/mzfilemanager/v2/d/7c109ecb-88c9-441f-91cb-66a8db417120/591a1f2e-8b17-2217-6eae-f0fabbce9926?origin=1>);
- (e) the audited consolidated annual financial statements and the management report of SITAF in respect of the year ended 31 December 2020 (available at: <https://www.astm.it/wp-content/uploads/2021/11/SITAF-2020-Consolidated-Financial-Statements.pdf>);
- (f) the unaudited interim management accounts of NAF 2 in respect of the half-year ended 30 June 2021 (available at: <https://www.astm.it/wp-content/uploads/2021/11/NAF2-Interim-Financial-Report-as-at-30-June-2021.pdf>); and
- (c) the 2021 Q3 Results Press Release dated 8 November 2021 (available at: https://www.astm.it/wp-content/uploads/2021/11/ASTM-Press-Release-Performance-Indicators-at-30-sept-2021.DEF_.pdf).

Cross-reference lists

The tables below show where the information incorporated by reference in this Base Prospectus can be found in the above-mentioned documents.

Audited Consolidated Annual Financial Statements and Management Report of the Issuer as at and for the years ended 31 December 2019 and 2020

	As at and for the year ended 31 December	
	2019	2020
Management report	Pages 17-82	Pages 10-59
Consolidated balance sheet	Page 180	Page 136
Consolidated income statement.....	Page 181	Page 137
Consolidated statement of other comprehensive income	Page 181	Page 137
Consolidated cash flow statement.....	Page 182	Page 138
Statement of changes in shareholders' equity	Page 183	Page 139
Principles of consolidation, valuation criteria and explanatory notes.....	Pages 185-278	Pages 140-231
Certification of the consolidated financial statements pursuant to Article 154-bis of Legislative Decree 58/98 ²	Pages 279-281	Pages 232-233
Independent Auditor's Report.....	Pages 283-290	Pages 234-240

(2) Pursuant to Article 154-bis of Legislative Decree No. 58 of 24 February 1998, such certification is prepared by the chief executive officers and the "executive responsible for the preparation of company accounting documents" to confirm, *inter alia*: (i) that the documents were prepared in compliance with applicable international accounting standards; (ii) the correspondence between the documents and related bookkeeping and accounting records; and (iii) the suitability of the documents to truthfully and correctly represent the financial position of the issuer and the group of companies included in the scope of consolidation.

Unaudited Condensed Consolidated Half Year Financial Report of the Issuer as at and for the half-year ended 30 June 2021

	As at and for the half-year ended 30 June 2021
Half year management report	Pages 10-41
Consolidated balance sheet	Page 45
Consolidated income statement	Page 46
Consolidated statement of other comprehensive income	Page 46
Consolidated cash flow statement	Page 47
Statement of changes in shareholders' equity	Page 48
Principles of consolidation, valuation criteria and explanatory notes	Pages 50-128
Certification pursuant to Article 154-bis of Italian Legislative Decree 58/98 ³	Page 130
Independent Auditor's Report	Pages 131-133

Audited Consolidated Annual Financial Statements of EcoRodovias as at and for the year ended 31 December 2020

	As at and for the year ended 31 December 2020
Consolidated balance sheet	Page 1
Consolidated income statement.....	Page 2
Consolidated statement of other comprehensive income	Page 3
Statement of changes in shareholders' equity	Page 4
Added value statement	Page 5
Consolidated cash flow statement	Page 6

Unaudited Consolidated Half Year Financial Report of EcoRodovias as at and for the half-year ended 30 June 2021

	As at and for the half-year ended 30 June 2021
Consolidated balance sheet	Page 1
Consolidated income statement	Page 2
Consolidated statement of other comprehensive income	Page 3
Statement of changes in shareholders' equity	Page 4
Consolidated cash flow statement	Page 5
Added value statement	Page 6

Audited Consolidated Annual Financial Statements of SITAF as at and for the year ended 31 December 2020

	As at and for the year ended 31 December 2020
Statement of Financial Position.....	Pages 24-26
Income statement	Pages 27-28
Statement of other comprehensive income.....	Page 29
Cash flow statement	Pages 30-31
Statement of changes in Shareholders' equity.....	Page 32

³ Pursuant to Article 154-bis of Legislative Decree No. 58 of 24 February 1998, such certification is prepared by the chief executive officers and the "executive responsible for the preparation of company accounting documents" to confirm, *inter alia*: (i) that the documents were prepared in compliance with applicable international accounting standards; (ii) the correspondence between the documents and related bookkeeping and accounting records; and (iii) the suitability of the documents to truthfully and correctly represent the financial position of the issuer and the group of companies included in the scope of consolidation.

Unaudited Interim Management Accounts of NAF 2 as at and for the half-year ended 30 June 2021

**As at and for the
half-year ended
30 June 2021**

Balance sheet	Page 9
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2021 Q3 Results Press Release dated 8 November 2021: entire document

Any statement contained in this Base Prospectus or in any of the documents incorporated by reference in, and forming part of, this Base Prospectus shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained in any document subsequently incorporated by reference, by way of supplement prepared in accordance with Article 23 of the Prospectus Regulation, modifies or supersedes such statement.

Any information contained in any of the documents specified above which is not incorporated by reference in this Base Prospectus is either not relevant to investors or is covered elsewhere in this Base Prospectus.

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.

Copies of the documents specified above as containing information incorporated by reference in this Base Prospectus have been filed with Euronext Dublin and may be inspected, free of charge, at the specified offices of the relevant Paying Agent (upon reasonable advanced notice and during normal office hours), on the website of Euronext Dublin (<https://www.euronext.com/en/markets/dublin>) and on the website of the Issuer (www.astm.it).

FINAL TERMS AND DRAWDOWN PROSPECTUSES

In this section the expression “**necessary information**” means, in relation to any Tranche of Notes, the information 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. In relation to the different types of Notes which may be issued under the Programme, the Issuer has endeavoured to include in this Base Prospectus all of the necessary information except for information relating to the Notes which is not known at the date of this Base Prospectus and which can only be determined at the time of an individual issue of a Tranche of Notes.

Any information relating to the Notes which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Notes will be contained either in the relevant Final Terms or in a Drawdown Prospectus. Such information will be contained in the relevant Final Terms, unless any of such information constitutes a significant new factor relating to the information contained in this Base Prospectus. In the latter case, such information, together with all of the other necessary information in relation to the relevant series of Notes, may be contained in a supplement.

For a Tranche of Notes which is the subject of Final Terms, those Final Terms must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Notes which is the subject of Final Terms are the Conditions as completed by the relevant Final Terms.

The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Prospectus will be the Conditions as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus.

FORMS OF THE NOTES

Each Tranche of Notes will initially be in the form of either a temporary global note (the “**Temporary Global Note**”), without interest coupons, or a permanent global note (the “**Permanent Global Note**”), without interest coupons, in each case as specified in the relevant Final Terms. Each Temporary Global Note or, as the case may be, Permanent Global Note (each a “**Global Note**”) which is not intended to be issued in new global note (“**NGN**”) form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Notes with a depositary or a common depositary for Euroclear Bank S.A./N.V. as operator of the Euroclear System (“**Euroclear**”) and/or Clearstream Banking, société anonyme, Luxembourg (“**Clearstream, Luxembourg**”) and/or any other relevant clearing system and each Global Note which is intended to be issued in NGN form, as specified in the relevant Final Terms, will be deposited on or around the issue date of the relevant Tranche of the Notes with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. The clearing system will be notified prior to the Issue Date of each Tranche of Notes as to whether the Notes are to be issued in NGN form or CGN form.

On 13 June 2006, the European Central Bank (the “**ECB**”) announced that Notes in NGN form are in compliance with the “Standards for the use of EU securities settlement systems in ESCB credit operations” of the central banking system for the euro (the “**Eurosystem**”), *provided that* certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Notes in NGN form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after 31 December 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.

The relevant Final Terms will also specify whether United States Treasury Regulation §1.163-5(c)(2)(i)(C) (or substantially identical successor provision) (the “**TEFRA C Rules**”) or United States Treasury Regulation §1.163 5(c)(2)(i)(D) (or substantially identical successor provision) (the “**TEFRA D Rules**”) are applicable in relation to the Notes or, if the Notes do not have a maturity of more than 365 days, that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

Temporary Global Note exchangeable for Permanent Global Note

If the relevant Final Terms specifies the form of Notes as being “Temporary Global Note exchangeable for a Permanent Global Note”, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Note to the bearer of the Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

- (i) presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Principal Paying Agent; and
- (ii) receipt by the Principal Paying Agent of a certificate or certificates of non-U.S. beneficial ownership, within seven days of the bearer requesting such exchange.

The principal amount of Notes represented by the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership; *provided, however, that* in no circumstances shall the principal amount of Notes represented by the Permanent Global Note exceed the initial principal amount of Notes represented by the Temporary Global Note.

The Permanent Global Note will be exchangeable in whole, but not in part, for Notes in definitive form (“**Definitive Notes**”):

- (i) on the expiry of such period of notice as may be specified in the relevant Final Terms; or
- (ii) at any time, if so specified in the relevant Final Terms; or
- (iii) if the relevant Final Terms specifies “in the limited circumstances described in the Permanent Global Note”, then if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 12 (*Events of Default*) occurs.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Principal Paying Agent within 30 days of the bearer requesting such exchange.

Temporary Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Notes as being “Temporary Global Note exchangeable for Definitive Notes” and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules or the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole but not in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes.

If the relevant Final Terms specifies the form of Notes as being “Temporary Global Note exchangeable for Definitive Notes” and also specifies that the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever the Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Principal Paying Agent within 30 days of the bearer requesting such exchange.

Permanent Global Note exchangeable for Definitive Notes

If the relevant Final Terms specifies the form of Notes as being “Permanent Global Note exchangeable for Definitive Notes”, then the Notes will initially be in the form of a Permanent Global Note which will be exchangeable in whole, but not in part, for Definitive Notes:

- (i) on the expiry of such period of notice as may be specified in the relevant Final Terms; or
- (ii) at any time, if so specified in the relevant Final Terms; or
- (iii) if the relevant Final Terms specifies “in the limited circumstances described in the Permanent Global Note”, then if (a) Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 12 (*Events of Default*) occurs.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the

principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Principal Paying Agent within 30 days of the bearer requesting such exchange.

Terms and Conditions applicable to the Notes

The terms and conditions applicable to any Definitive Note will be endorsed on that Note and will consist of the terms and conditions set out under “*Terms and Conditions of the Notes*” below and the provisions of the relevant Final Terms which complete those terms and conditions.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under “*Summary of Provisions Relating to the Notes while in Global Form*” below.

Legend concerning United States persons

In the case of any Tranche of Notes having a maturity of more than 365 days, the Notes in global form, the Notes in definitive form and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

“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.”

The sections referred to in such legend provide that a United States person who holds a Note, Coupon or Talon will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such Note, Coupon or Talon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, as completed by the relevant Final Terms, will be endorsed on each Note in definitive form issued under the Programme. The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under “Summary of Provisions Relating to the Notes while in Global Form” below.

1. Introduction

(a) *Programme*

ASTM S.p.A. (the “**Issuer**”) has established a Euro Medium Term Note Programme (the “**Programme**”) for the issuance of up to €4,000,000,000 in aggregate principal amount of non-convertible notes (the “**Notes**”) or such other maximum aggregate principal amount of Notes which may be outstanding under the Programme as may be increased from time to time, subject to compliance with the relevant provisions of the Programme and applicable laws and regulations. The Notes are issued pursuant to Articles 2410 et seq. of the Italian Civil Code, as amended and supplemented from time to time.

(b) *Final Terms*

Notes issued under the Programme are issued in series (each a “**Series**”) and each Series may comprise one or more tranches (each a “**Tranche**”) of Notes. Each Tranche is the subject of a final terms (the “**Final Terms**”) which completes these terms and conditions (the “**Conditions**”). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as completed by the relevant Final Terms. In the event of any inconsistency between these Conditions and the relevant Final Terms, the relevant Final Terms shall prevail.

(c) *Trust Deed*

The Notes are constituted by, are subject to, and have the benefit of, a trust deed dated 12 August 2020, as amended and restated by a first supplemental trust deed dated 15 November 2021 (and as further amended, restated or supplemented from time to time, the “**Trust Deed**”) between the Issuer and Deutsche Trustee Company Limited as trustee (the “**Trustee**”, which expression includes all persons for the time being trustee or trustees appointed under the Trust Deed).

(d) *Agency Agreement*

The Notes are the subject of an issue and paying agency agreement dated 12 August 2020, as amended and restated on 15 November 2021 (and as further amended, restated or supplemented from time to time, the “**Agency Agreement**”) between the Issuer, Deutsche Bank AG, London Branch as principal paying agent (the “**Principal Paying Agent**”, which expression includes any successor principal paying agent appointed from time to time in connection with the Notes) and the paying agents named therein (together with the Principal Paying Agent, the “**Paying Agents**”, which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes).

(e) *The Notes*

All subsequent references in these Conditions to “**Notes**” are to the Notes which are the subject of the relevant Final Terms. Copies of the relevant Final Terms are available for viewing at the Specified Office of each of the Paying Agents.

(f) *Summaries*

Certain provisions of these Conditions are summaries of the Trust Deed and the Agency Agreement, and are subject to their detailed provisions. The holders of the Notes (the “**Noteholders**”) and the holders of the related interest coupons, if any, (the “**Couponholders**” and the “**Coupons**”, respectively) and, where applicable, talons for further Coupons (“**Talons**”)

are bound by, have the benefit of and are deemed to have notice of, all the provisions of the Trust Deed and the Agency Agreement applicable to them. Copies of the Trust Deed and the Agency Agreement are available for inspection by Noteholders upon reasonable advanced notice and during normal business hours at the Specified Offices of each of the Paying Agents, the initial Specified Offices of which are set out below. Such documents may, at the option of the relevant Paying Agent, be made available electronically in lieu of physical inspection, subject to the relevant Paying Agent receiving such proof of entitlement to inspect such documents.

2. Interpretation

(a) Definitions

In these Conditions the following expressions have the following meanings:

“**Accrual Yield**” has the meaning given in the relevant Final Terms.

“**Additional Business Centre(s)**” means the city or cities specified as such in the relevant Final Terms.

“**Additional Financial Centre(s)**” means the city or cities specified as such in the relevant Final Terms.

“**Assurance Provider**” means, at any time, either (i) the external auditors of the Issuer from time to time appointed by the Issuer to audit the Issuer’s financial statements; or (ii) an independent, qualified assurance provider with relevant expertise to be appointed by the Issuer.

“**Assurance Report**” has the meaning given to it in the definition of Reporting Requirements.

a “**Baseline Redetermination Event**” shall have occurred if (i) any SLB Reporting Significant Subsidiary ceases to be a Subsidiary of the Issuer or (ii) any SLB Reporting Significant Concession ceases to be held or operated by the SLB Reporting Group.

“**Benchmarks Regulation**” means Regulation (EU) No. 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No. 596/2014.

“**Business Day**” means:

- (i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre; and
- (ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in London, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre.

“**Business Day Convention**”, in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) “**Following Business Day Convention**” means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) “**Modified Following Business Day Convention**” or “**Modified Business Day Convention**” means that the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;

- (iii) **“Preceding Business Day Convention”** means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (iv) **“FRN Convention”, “Floating Rate Convention” or “Eurodollar Convention”** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred *provided, however, that:*
 - (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (v) **“No Adjustment”** means that the relevant date shall not be adjusted in accordance with any Business Day Convention.

“Calculation Agent” means the Person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms.

“Calculation Amount” has the meaning given in the relevant Final Terms.

“Concession” means a motorway concession, concession contract or analogous instrument.

“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 audited annual consolidated financial statements of the Group.

“Consolidated Costs” means, with respect to any particular period, the consolidated Total Costs of the Group for such period, as reported in the most recently published audited annual consolidated financial statements of the Group.

“Consolidated EBITDA” means, with respect to any particular period, the difference between the Consolidated Revenues, as integrated by IFRIC 12 (financial asset) components, and the Consolidated Costs in respect of that period, as determined by reference to most recently published audited annual consolidated financial statements of the Group.

“Consolidated Revenues” means, with respect to any particular period, the consolidated Total Revenues of the Group for such period, as reported in the most recently published audited annual consolidated financial statements of the Group.

“Coupon Sheet” means, in respect of a Note, a coupon sheet relating to the Note.

“**Day Count Fraction**” means, in respect of the calculation of an amount for any period of time (the “**Calculation Period**”), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

- (i) if “**Actual/Actual (ICMA)**” is so specified, means:
 - (a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (b) where the Calculation Period is longer than one Regular Period, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (a) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (ii) if “**Actual/365**” or “**Actual/Actual (ISDA)**” is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (iii) if “**Actual/365 (Fixed)**” is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if “**Actual/360**” is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if “**30/360**” is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (vi) if “**30E/360**” or “**Eurobond Basis**” is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30; and

- (vii) if “**30E/360 (ISDA)**” is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30,

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period.

“**Early Redemption Amount (Tax)**” means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms.

“**EBITDA**” means, with respect to any entity in any particular period, the difference between the Total Revenues, as integrated by IFRIC 12 (financial asset) components, and Total Costs in respect of that period, as determined by reference to the most recently published audited annual consolidated financial statements of the Group.

“**Extraordinary Resolution**” has the meaning given in the Trust Deed.

“**Final Redemption Amount**” means, in respect of any Note, its principal amount or such other amount as may be specified in the relevant Final Terms.

“**First Interest Payment Date**” means the date specified in the relevant Final Terms.

“**Fixed Coupon Amount**” has the meaning given in the relevant Final Terms.

“**Fixed Rate Notes**” means Notes in respect of which the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.

“**Floating Rate Notes**” means Notes in respect of which the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.

“**GHG Protocol Standard**” means the document titled “*The Greenhouse Gas Protocol, A Corporate Accounting and Reporting Standard (Revised Edition)*” published by the World Business Council for Sustainable Development and the World Resources Institute (as amended and updated as at the Issue Date of the first Tranche of the relevant Step Up Notes).

“**GRI Sustainability Reporting Standards**” means the document titled “*GRI 305: Emissions 2016*” published by the Global Reporting Initiative (as amended and updated as at the Issue Date of the first Tranche of the relevant Step Up Notes).

“**Group**” means ASTM S.p.A. and its Subsidiaries from time to time.

“**Historical Consolidated Revenues**” means, with respect to a Material Concession Event, the consolidated total revenues of the Group as reported in the latest audited annual consolidated financial statements of the Group published prior to the Issue Date of the relevant Series of Notes.

“**Indebtedness**” means any financial indebtedness of any Person for money borrowed or raised.

“**Initial Margin**” means, in respect of Floating Rate Notes, the initial Margin specified in the applicable Final Terms.

“**Initial Meeting**” has the meaning ascribed to it in Schedule 2 of the Trust Deed.

“**Initial Rate of Interest**” means, in respect of Fixed Rate Notes, the initial Rate of Interest specified in the applicable Final Terms.

“**Interest Amount**” means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period.

“**Interest Commencement Date**” means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms.

“**Interest Determination Date**” has the meaning given in the relevant Final Terms.

“**Interest Payment Date**” means the First Interest Payment Date and any other date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention;
- or

- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case).

“**Interest Period**” means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date.

“**ISDA Definitions**” means the 2000 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.) or, if so specified in the relevant Final Terms, the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Final Terms) as published by the International Swaps and Derivatives Association, Inc.).

“**Issue Date**” has the meaning given in the relevant Final Terms.

“**Limited Recourse Indebtedness**” means any Indebtedness incurred by one or more members of the Group to finance or refinance a Limited Recourse Transaction in respect of which the claims of the relevant creditor(s) are limited to (i) the assets of such Limited Recourse Transaction and the cash flows generated by or through it, and/or (ii) an amount equal to the proceeds deriving from the enforcement of any Security Interest taken over all or any part of the Limited Recourse Transaction to secure such Indebtedness (for the avoidance of doubt, including, without limitation, any such Security Interest taken over the equity capital of the Person carrying out the Limited Recourse Transaction), and/or (iii) other credit support (such as, *inter alia*, completion guarantees and contingent equity obligations) customarily provided in support of such Indebtedness.

“**Limited Recourse Transaction**” means any transaction carried out by a Person relating to the ownership, award, acquisition, development, design, restructuring, leasing, maintenance, management and/or operation (in each case, in whole or in part) of any asset or assets (including, without limitation, Concessions) whereby any member of the Group (whether alone or together with other partners) has, directly or indirectly, an interest in the relevant Person.

“**Margin**” has the meaning given in the relevant Final Terms.

“**Material Subsidiary**” means any Subsidiary of the Issuer which accounts for 15 per cent. or more of the Consolidated Assets or Consolidated EBITDA as of the date of the most recently published annual audited consolidated financial statements of the Group, where in the relevant calculation (a) the numerator shall be determined by multiplying the assets owned or EBITDA generated by such member of the Group (on a standalone basis) by the Issuer’s direct or indirect ownership percentage of such company and (b) the denominator shall be the relevant Consolidated Assets or Consolidated EBITDA, as the case may be, in each case under (a) and (b) above as calculated or determined by reference to the most recently published annual audited consolidated financial statements of the Group and *provided that* in no circumstances shall a member of the Group which has not incurred any Indebtedness other than Limited Recourse Indebtedness qualify as a Material Subsidiary.

“**Maturity Date**” has the meaning given in the relevant Final Terms.

“**Maximum Redemption Amount**” has the meaning given in the relevant Final Terms.

“**Minimum Redemption Amount**” has the meaning given in the relevant Final Terms.

“**Notification Deadline**” has the meaning given in the relevant Final Terms.

“**Observation Period**” means for any Reporting Year (including, for the avoidance of doubt, any Reference Year), the period commencing on 1 January in the previous calendar year and ending on 31 December in the previous calendar year.

“**Option Exercise Date (Put)**” has the meaning given in the relevant Final Terms.

“**Optional Redemption Amount (Call)**” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms.

“**Optional Redemption Amount (Put)**” means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms.

“**Optional Redemption Date (Call)**” has the meaning given in the relevant Final Terms.

“**Optional Redemption Date (Put)**” has the meaning given in the relevant Final Terms.

“**Participating Member State**” means a Member State of the European Union which adopts the euro as its lawful currency in accordance with the Treaty.

“**Payment Business Day**” means:

- (i) if the currency of payment is euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (ii) if the currency of payment is not euro, any day which is:
 - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
 - (B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

“**Permitted Encumbrances**” means:

- (i) any Security Interest created by EcoRodovias Infraestrutura e Logistica S.A. and/or its, direct or indirect, subsidiaries to secure any Relevant Indebtedness or guarantee of Relevant Indebtedness;
- (ii) any Security Interest in existence on the relevant Issue Date of each Series of Notes;
- (iii) any Security Interest securing any Limited Recourse Indebtedness which falls within the definition of Relevant Indebtedness;
- (iv) any Security Interest created by a company which becomes a Material Subsidiary or any Security Interest over the shares / quotas of a company which becomes a Material Subsidiary after the date of the relevant Final Terms and where such Security Interest already exists at the time that company becomes a Material Subsidiary, *provided that* such Security Interest was not created in contemplation of that company becoming a Material Subsidiary, and the aggregate principal amount of Relevant Indebtedness secured at the time of that company becoming a Material Subsidiary is not subsequently increased;

- (v) any Security Interest created in substitution of any security permitted under paragraphs (i) to (iii) above, *provided that* the principal amount secured by the substitute Security Interest does not exceed the principal amount secured by the initial Security Interest; and
- (vi) any Security Interest other than those permitted under paragraphs (i) to (v) above, directly or indirectly, securing Relevant Indebtedness, where the principal amount of such Relevant Indebtedness (taken on the date such Relevant Indebtedness 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, as the case may be, does not exceed in aggregate 10 per cent. of the higher of Consolidated Assets and Consolidated Revenues.

“Permitted Reorganisation” means:

- (i) in the case of the Issuer, any reorganisation, amalgamation, consolidation, merger, demerger, contribution in kind, sale, assignment, disposal or restructuring whilst solvent involving the Issuer whereby all or Substantially All of its assets and undertaking are maintained or (as the case may be) transferred, sold, contributed, assigned or otherwise vested in a body corporate in good standing and such body corporate (a) assumes or maintains (as the case may be) all rights and obligations in respect of the Notes; and (b) (i) continues to carry on, directly or indirectly, all or Substantially All of the business of owning and operating infrastructure assets or businesses related thereto, incidental thereto or in furtherance thereof (such as, *inter alia*, the engineering, procurement and construction (EPC) and technology businesses) and/or (ii) benefits from a senior long term debt rating from at least two Rating Agencies which is equal to or higher than the senior long term debt rating of the Notes immediately prior to the Permitted Reorganisation; and
- (ii) in the case of a Material Subsidiary,
 - (A) any reorganisation, amalgamation, merger, demerger, consolidation, contribution in kind or restructuring whilst solvent of the relevant Material Subsidiary whereby all or Substantially All of its assets and undertaking are transferred, sold, contributed, assigned or otherwise vested in the Issuer or any other Material Subsidiary or any of their Subsidiaries; or
 - (B) a sale, demerger, contribution or other disposal of all or Substantially All of the relevant Material Subsidiary’s assets whilst solvent to any Person on commercial arm’s length terms.

“Person” means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality.

“Principal Financial Centre” means, in relation to any currency, the principal financial centre for that currency *provided, however, that*:

- (i) in relation to euro, it means the principal financial centre of such Member State of the European Union as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (ii) in relation to Australian dollars, it means either Sydney or Melbourne and, in relation to New Zealand dollars, it means either Wellington or Auckland; in each case as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent.

“Rate of Interest” means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms.

“Rating Agency” means each entity registered in the European Union belonging to Standard & Poor’s group, Moody’s group and Fitch group and/or their respective successors or affiliates and/or any other rating agency of equivalent international standing specified from time to time by the Issuer which has a current rating of the Notes at any relevant time.

“Redemption Amount” means, as appropriate, the Final Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call) or the Optional Redemption Amount (Put).

“Reference Banks” has the meaning given in the relevant Final Terms or, if none, four major banks selected by the Issuer in the market that is most closely connected with the Reference Rate.

“Reference Price” has the meaning given in the relevant Final Terms.

“Reference Rate” means EURIBOR as specified in the relevant Final Terms.

“Reference Year(s)” means the Reporting Year(s) specified in the applicable Final Terms as being the Reference Year(s).

“Regular Period” means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **“Regular Date”** means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **“Regular Date”** means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

“Relevant Date” means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Principal Paying Agent or the Trustee on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders.

“Relevant Financial Centre” has the meaning given in the relevant Final Terms.

“Relevant Indebtedness” means any Indebtedness which is in the form of or represented by any bond, note, debenture, debenture stock, loan stock, certificate or other instrument which is, or is capable of being, listed, quoted or traded on any stock exchange or in any securities market (including, without limitation, any over-the-counter market).

“Relevant Screen Page” means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate.

“Relevant Time” has the meaning given in the relevant Final Terms.

“**Reporting Requirements**” means in respect of each Observation Period for any Reporting Year, the requirement that the Issuer publishes on its website:

- (i) (A) the then current Scope 1 and 2 Emissions Baseline, Scope 1 and 2 Emissions Amount and the Scope 1 and 2 Emissions Percentage for the relevant Observation Period; (B) the then current Scope 3 Emissions Baseline, Scope 3 Emissions Amount and the Scope 3 Emissions Percentage for the relevant Observation Period, as well as in the case of each of (A) and (B) above, the relevant calculation methodology, within a document discussing its sustainability-linked bond progress report, which may be included in the non-financial statements of the Issuer (the “**SLB Progress Report**”);
- (ii) an assurance report issued by the Assurance Provider (the “**Assurance Report**”) in respect of the then current Scope 1 and 2 Emissions Amount, Scope 1 and 2 Emissions Percentage, Scope 3 Emissions Amount and Scope 3 Emissions Percentage specified in the SLB Progress Report, *provided that*, in the event a Baseline Redetermination Event occurs during the relevant Observation Period and the Issuer, acting in good faith, redetermines (also on a *pro forma* basis) the Scope 1 and 2 Emissions Baseline, such Assurance Report shall also confirm the redetermination of the Scope 1 and 2 Emissions Baseline.

In order to comply with the Scope 1 and 2 Emissions Condition and/or the Scope 3 Emissions Condition, the SLB Progress Report and the Assurance Report will be published no later than the Notification Deadline in relation to the relevant Observation Period.

“**Reporting Year**” means, for any Series of Step Up Notes, each calendar year, commencing with the calendar year in which such Notes are issued.

“**Reserved Matter**” has the meaning ascribed to it in the Trust Deed.

“**Scope 1 and 2 Emissions**” means, collectively:

- (i) direct greenhouse gas emissions from sources owned, controlled or operated by the SLB Reporting Group less any such emissions generated by assets or properties exclusively related to Concessions held or operated by the Group that are not SLB Reporting Concessions, as such emissions in this item (i) are defined by the GRI Sustainability Reporting Standards and the GHG Protocol Standard (the “**Scope 1 Emissions**”); and
- (ii) indirect greenhouse gas emissions from the generation of electricity, energy, heating, cooling and steam purchased or acquired by the SLB Reporting Group calculated using the market-based method less any such emissions generated by assets or properties exclusively related to Concessions held or operated by the Group that are not SLB Reporting Concessions, as such emissions in this item (ii) are defined by the GRI Sustainability Reporting Standards and the GHG Protocol Standard (the “**Scope 2 Emissions**”);

“**Scope 1 and 2 Emissions Amount**” means, in tCO₂e, Scope 1 and 2 Emissions calculated in good faith by the Issuer in respect of any Observation Period, confirmed by the Assurance Provider and reported by the Issuer in the relevant SLB Progress Report;

“**Scope 1 and 2 Emissions Baseline**” means 113,835 tCO₂e, being the sum of Scope 1 and 2 Emissions for the period beginning on 1 January 2020 and ending on 31 December 2020 determined on the basis of the tCO₂e impact of the Issuer and its Subsidiaries as at 31 December 2020, *provided that* the Issuer may, acting in good faith, redetermine (also on a *pro forma* basis) the Scope 1 and 2 Emissions Baseline to reflect the occurrence of a Baseline Redetermination Event and such redetermination will be effective if (i) all relevant details of the events requiring the redetermination and the quantum of such redetermination are published by the Issuer in the latest SLB Progress Report and (ii) the redetermination is confirmed by the Assurance Provider in the relevant Assurance Report.

“Scope 1 and 2 Emissions Condition” means the condition that:

- (i) the Issuer complies with the applicable Reporting Requirements by no later than each Notification Deadline; and
- (ii) the Scope 1 and 2 Emissions Percentage in respect of the Observation Period for any Reference Year, as shown in the relevant SLB Progress Report, was equal to or greater than the Scope 1 and 2 Emissions Percentage Threshold in respect of such Reference Year,

and if the requirements of paragraph(s) (i) and/or (ii) above are not met in any Reporting Year or Reference Year (by the relevant Notification Deadline), the Issuer shall be deemed to have failed to satisfy the Scope 1 and 2 Emissions Condition.

“Scope 1 and 2 Emissions Event” occurs if the Issuer fails to satisfy the Scope 1 and 2 Emissions Condition.

“Scope 1 and 2 Emission Percentage” means, in respect of any Observation Period, the percentage (rounded to the nearest whole number, with 0.5 rounded upwards) by which the Scope 1 and 2 Emissions Amount for such Observation Period are reduced in comparison to the then current Scope 1 and 2 Emissions Baseline, as calculated in good faith by the Issuer, confirmed by the Assurance Provider and reported by the Issuer in the relevant SLB Progress Report.

“Scope 1 and 2 Emissions Percentage Threshold” means the threshold (expressed as a percentage) specified in the applicable Final Terms as being the Scope 1 and 2 Emissions Percentage Threshold in respect of the relevant Reference Year(s).

For the avoidance of doubt, the occurrence of any Baseline Redetermination Event will not result in any adjustment to the Scope 1 and 2 Emissions Percentage Threshold(s), but may result in the redetermination (also on a *pro forma* basis) of the Scope 1 and 2 Emissions Baseline.

“Scope 3 Emissions” means indirect greenhouse gas emissions related to the purchase of goods and services by the SLB Reporting Group, as such emissions are defined by the GRI Sustainability Reporting Standards and the GHG Protocol Standard. For the avoidance of doubt, the Scope 3 Emissions do not include any other item (other than the purchase of goods and services) specified for the calculation of scope 3 emissions in the GRI Sustainability Reporting Standards and GHG Protocol Standard.

“Scope 3 Emissions Amount” means in tCO₂e the Scope 3 Emissions as calculated in good faith by the Issuer in respect of each Observation Period, confirmed by the Assurance Provider and reported by the Issuer in the relevant SLB Progress Report.

“Scope 3 Emissions Baseline” means 1,258,944 tCO₂e, corresponding to the Scope 3 Emissions for the period beginning on 1 January 2020 and ending on 31 December 2020.

“Scope 3 Emissions Condition” means the condition that:

- (i) the Issuer complies with the applicable Reporting Requirements by no later than each Notification Deadline; and
- (ii) the Scope 3 Emissions Percentage in respect of the Observation Period for any Reference Year, as shown in the relevant SLB Progress Report, was equal to or greater than the Scope 3 Emissions Percentage Threshold in respect of such Reference Year,

and if the requirements of paragraph(s) (i) and/or (ii) are not met in any Reporting Year or Reference Year (by the relevant Notification Deadline), the Issuer shall be deemed to have failed to satisfy the Scope 3 Emissions Condition.

“Scope 3 Emissions Event” occurs if the Issuer fails to satisfy the Scope 3 Emissions Condition.

“Scope 3 Emissions Percentage” means, in respect of any Observation Period, the percentage (rounded to the nearest whole number, with 0.5 rounded upwards) by which the Scope 3 Emissions Amount for such Observation Period are reduced in comparison to the Scope 3 Emissions Baseline, as calculated in good faith by the Issuer, confirmed by the Assurance Provider and reported by the Issuer in the relevant SLB Progress Report.

“Scope 3 Emissions Percentage Threshold” means the threshold (expressed as a percentage) specified in the applicable Final Terms as being the Scope 3 Emissions Percentage Threshold in respect of the relevant Reference Year(s).

“SLB Progress Report” has the meaning given to it in the definition of Reporting Requirements.

“SLB Reporting Concession” means the Concessions relating to any of the following motorways: (i) A4 Turin – Milan; (ii) A21 Turin-Alessandria-Piacenza; (iii) A5 Quincinetto-Aosta; (iv) A12 Sestri Levante-Livorno, Viareggio-Lucca and Fornola-La Spezia; (v) A15 La Spezia-Parma (and road link with Autostrada del Brennero); (vi) A10 Savona-Ventimiglia; (vii) A6 Turin – Savona; (viii) A33 Asti-Cuneo; (ix) A21 Piacenza-Cremona-Brescia; and (x) A5 – A55 Tangenziale di Torino (Turin bypass), Turin-Quincinetto, Ivrea-Santheta and Turin-Pinerolo, *provided that* any of such Concessions shall cease to be a SLB Reporting Concession if it ceases to be held or operated for any reason whatsoever by a Subsidiary of the Issuer.

“SLB Reporting Group” means the Issuer and the SLB Reporting Subsidiaries.

“SLB Reporting Significant Concession” means any of the Concessions relating to the following motorways: (i) A4 Turin – Milan; (ii) A12 Sestri Levante-Livorno, Viareggio-Lucca and Fornola-La Spezia; and (iii) A10 Savona-Ventimiglia.

“SLB Reporting Significant Subsidiary” means any of: (i) Autostrada dei Fiori S.p.A.; (ii) Autostrada Torino-Alessandria-Piacenza S.p.A.; (iii) Società Autostrada Ligure Toscana p.a.; (iv) Itinera S.p.A.; (v) Itinera Ghantoot JV; and (vi) Itinera Agility JV.

“SLB Reporting Subsidiary” means any Person which either (i) in relation to any Person that does not hold or operate Concessions (a) at any time, is a Subsidiary of the Issuer and (b) was a Subsidiary of the Issuer as of 31 December 2020 or (ii) in relation to any Person that does not hold or operate Concessions (a) at any time, is a Subsidiary of the Issuer and (b) holds or operates a SLB Reporting Concession. For the avoidance of doubt, except as set out in (ii) above any entity which becomes a Subsidiary of the Issuer as of any date subsequent to 31 December 2020 shall not qualify as a SLB Reporting Subsidiary.

“Second Meeting” has the meaning ascribed to it in the Trust Deed.

“Security Interest” means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any applicable jurisdiction.

“Specified Currency” has the meaning given in the relevant Final Terms.

“Specified Denomination(s)” has the meaning given in the relevant Final Terms, *provided that* no Notes having a minimum denomination of less than €100,000 (or its equivalent in another currency) may be issued under the Programme.

“Specified Office” has the meaning given in the Agency Agreement.

“Specified Period” has the meaning given in the relevant Final Terms.

“Step Up Date” means, following the occurrence of a Step Up Event, the first day of the next following Interest Period.

“Step Up Event” means the occurrence of one or more of a Scope 1 and 2 Emissions Event and/or a Scope 3 Emissions Event, as specified in the applicable Final Terms.

“**Step Up Margin(s)**” means the amount(s) specified in the applicable Final Terms as being the Step Up Margin(s).

“**Step Up Notes**” means Notes in respect of which the applicable Final Terms indicates that the Step Up Option referred to therein is applicable.

“**Subsidiary**” means, in relation to any Person (the “**first Person**”) at any particular time, any other Person (the “**second Person**”):

- (a) whose affairs and policies the first Person controls or has the power to control, directly or indirectly, whether by ownership of share capital, contract, the power to appoint or remove the majority of the members of the governing body of the second Person or otherwise pursuant to Article 2359 of the Italian Civil Code; and
- (b) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated pursuant to the line-by-line method (*metodo integrale*) with those of the first Person.

“**Substantially All**” means a part of the whole which accounts for 80% or more.

“**TARGET2**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

“**TARGET Settlement Day**” means any day on which TARGET2 is open for the settlement of payments in euro.

“**tCO₂e**” means tonnes of carbon dioxide equivalent.

“**Total Costs**” means, in respect of any entity in any particular period, the algebraic sum of the following items:

- (i) personnel costs;
- (ii) costs for services;
- (iii) costs for raw materials;
- (iv) other operating costs; minus
- (v) capitalised costs on fixed assets,

in each case as reported in, or calculated by reference to, the most recently published annual audited consolidated financial statements of the Group.

“**Total Revenues**” means, with respect to any entity in any particular period, the aggregate amount of the total revenues of such entity (excluding non recurring items (*componenti non ricorrenti*) and the extraordinary non operative items (*componenti straordinarie non caratteristiche*)), as set out in the profit and loss account (*conto economico*) as reported in the most recently published annual audited consolidated financial statements of the Group.

“**Treaty**” means the Treaty establishing the European Union, as amended.

“**Zero Coupon Note**” means a Note specified as such in the relevant Final Terms.

(b) **Interpretation**

In these Conditions:

- (i) if the Notes are Zero Coupon Notes, references to Coupons and Couponholders are not applicable;

- (ii) if Talons are specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;
- (iii) if Talons are not specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Talons are not applicable;
- (iv) any reference to principal shall be deemed to include the relevant Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 11 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (v) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 11 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (vi) references to Notes being “outstanding” shall be construed in accordance with the Trust Deed;
- (vii) if an expression is stated in Condition 2(a) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is “not applicable” then such expression is not applicable to the Notes;
- (viii) any reference to the Trust Deed or the Agency Agreement shall be construed as a reference to the Trust Deed or the Agency Agreement, as the case may be, as amended and/or supplemented up to and including the Issue Date of the Notes; and
- (ix) any reference to the Issuer shall be read and construed as a reference to ASTM S.p.A. or any successors resulting from a Permitted Reorganisation.

3. **Form, Denomination and Title**

The Notes are in bearer form in the Specified Denomination(s) with Coupons and, if specified in the relevant Final Terms, Talons attached at the time of issue. In the case of a Series of Notes with more than one Specified Denomination, Notes of one Specified Denomination will not be exchangeable for Notes of another Specified Denomination. Title to the Notes and the Coupons will pass by delivery. The holder of any Note or Coupon shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof) and no Person shall be liable for so treating such holder. No person shall have any right to enforce any term or condition of any Note under the Contracts (Rights of Third Parties) Act 1999.

4. **Status and Negative Pledge**

(a) ***Status of the Notes***

The Notes constitute unsecured, direct, general and unconditional obligations of the Issuer which will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured obligations of the Issuer, save for certain mandatory exceptions of applicable law.

(b) ***Negative Pledge***

So long as any Note remains outstanding, the Issuer will not, and shall procure that none of the Material Subsidiaries will, create or permit to subsist any Security Interest (other than Permitted Encumbrances) upon the whole or any part of their respective present or future undertakings, assets or revenues (including uncalled capital) to secure any Relevant Indebtedness or guarantee of Relevant Indebtedness without (a) at the same time or prior thereto securing the Notes equally and rateably therewith to the satisfaction of the Trustee or (b) providing such other security for the Notes as the Trustee may in its absolute discretion consider to be not materially less beneficial to the interests of the holders of the Notes or as may be approved by an Extraordinary Resolution of Noteholders.

5. Fixed Rate Note Provisions

(a) *Application*

This Condition 5 (*Fixed Rate Note Provisions*) is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of Interest*

The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the relevant Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 5 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Principal Paying Agent or the Trustee has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Fixed Coupon Amount*

The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.

(d) *Calculation of Interest Amount*

The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount. For this purpose a “**sub-unit**” means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

6. Floating Rate Note Provisions

(a) *Application*

This Condition 6 (*Floating Rate Note Provisions*) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable.

(b) *Accrual of Interest*

The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 10 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the relevant Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Principal Paying Agent or the Trustee has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

(c) *Screen Rate Determination*

If Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for

each Interest Period will be determined by the Calculation Agent on the following basis, subject as provided in Condition 6(j) below:

- (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (ii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (iii) if, in the case of (i) above, such rate does not appear on that page or, in the case of (ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable:
 - (A) the Issuer will request the principal Relevant Financial Centre office of each of the Reference Banks to provide to the Calculation Agent a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and
 - (B) the Calculation Agent will determine the arithmetic mean of such quotations; and
- (iv) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Issuer, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined; *provided, however, that* if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate or (as the case may be) the arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period.

(d) ***ISDA Determination***

If ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where “ISDA Rate” in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Final Terms;
- (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Final Terms; and

- (iii) the relevant Reset Date (as defined in the ISDA Definitions) is as specified in the relevant Final Terms, *provided that* such Reset Date shall not be less than five business days prior to the Interest Payment Date unless expressly agreed with the Calculation Agent (or such other person specified in the applicable Final Terms as the party responsible for calculating the Rate of Interest).

The definition of ‘Fallback Observation Day’ in the ISDA Definitions shall be deemed deleted in its entirety and replaced with the following: “‘*Fallback Observation Day*’ means, in respect of a Reset Date and the Calculation Period (or any Compounding Period included in that Calculation Period) to which that Reset Date relates, unless otherwise agreed, the day that is five Business Days preceding the related Payment Date”.

(e) ***Maximum or Minimum Rate of Interest***

If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless a higher Minimum Rate of Interest is specified in the relevant Final Terms, the Minimum Rate of Interest shall be deemed equal to zero. For the avoidance of doubt, “Minimum Rate of Interest” shall refer to the relevant rate *plus* any relevant margin.

(f) ***Calculation of Interest Amount***

The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. For this purpose a “**sub-unit**” means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

(g) ***Calculation of other Amounts***

If the relevant Final Terms specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.

(h) ***Publication***

The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Paying Agents and each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and the Interest Amount in respect of a Note having the minimum Specified Denomination.

(i) ***Notifications Etc***

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Calculation Agent

will (in the absence of manifest error) be binding on the Issuer, the Paying Agents, the Noteholders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

(j) **Benchmark Replacement**

Notwithstanding the provisions in this Condition 6, if the Issuer determines that a Benchmark Event has occurred in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the following provisions shall apply to the relevant Series of Notes:

- (i) the Issuer shall use reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Reference Rate, failing which an Alternative Reference Rate, and in each case an Adjustment Spread (if any) (in any such case, acting in good faith and in a commercially reasonable manner) no later than ten Business Days prior to the Interest Determination Date relating to the next Interest Period (the “**IA Determination Cut-off Date**”), for the purposes of determining the Rate of Interest applicable to the Notes for such next Interest Period and for all other future Interest Periods (subject to the subsequent operation of this Condition 6(j) during any other future Interest Period(s)).
- (ii) if the Independent Adviser is unable to determine an Alternative Reference Rate (as applicable) prior to the relevant IA Determination Cut-off Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine an Alternative Reference Rate and an Adjustment Spread (if any) no later than five Business Days prior to the Interest Determination Date relating to the next Interest Period (the “**Issuer Determination Cut-off Date**”), for the purposes of determining the Rate of Interest applicable to the Notes for such next Interest Period and for all other future Interest Periods (subject to the subsequent operation of this Condition 6(j) during any other future Interest Period(s)). Without prejudice to the definitions thereof, for the purposes of determining any Alternative Reference Rate and/or any Adjustment Spread, the Issuer will take into account any relevant and applicable market precedents as well as any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets;
- (iii) if a Successor Reference Rate or, failing which, an Alternative Reference Rate (as applicable) is determined by the relevant Independent Adviser or the Issuer (as applicable) in accordance with this Condition 6(j):
 - (A) such Successor Reference Rate or Alternative Reference Rate (as applicable) shall replace the Original Reference Rate for all future Interest Periods (subject to the subsequent operation of, and adjustment as provided in, this Condition 6(j));
 - (B) if the relevant Independent Adviser or the Issuer (as applicable):
 - (I) determines that an Adjustment Spread is required to be applied to such Successor Reference Rate or Alternative Reference Rate (as applicable) and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to such Successor Reference Rate or Alternative Reference Rate (as applicable) for all future Interest Periods (subject to the subsequent operation of, and adjustment as provided in, this Condition 6(j)); or
 - (II) is unable to determine the quantum of, or a formula or methodology for determining, an Adjustment Spread, then such Successor Reference Rate or Alternative Reference Rate (as applicable) will

apply without an Adjustment Spread for all future Interest Periods (subject to the subsequent operation of, and adjustment as provided in, this Condition 6(j)); and

- (C) the relevant Independent Adviser or the Issuer (as applicable) (acting in good faith and in a commercially reasonable manner) may in its discretion specify:
 - (I) changes to these Conditions in order to follow market practice in relation to such Successor Reference Rate or Alternative Reference Rate (as applicable), including, but not limited to (1) any Reference Banks, Additional Business Centre(s), Business Day, Business Day Convention, Day Count Fraction, Interest Determination Date, Relevant Financial Centre and/or Relevant Screen Page (all as defined in the Final Terms) applicable to the Notes and (2) the method for determining the fallback to the Rate of Interest in relation to the Notes if such Successor Reference Rate or Alternative Reference Rate (as applicable) is not available; and
 - (II) any other changes which the relevant Independent Adviser or the Issuer (as applicable) determines are reasonably necessary to ensure the proper operation and comparability to the Original Reference Rate of such Successor Reference Rate or Alternative Reference Rate (as applicable), which changes shall apply to the Notes for all future Interest Periods (subject to the subsequent operation of this Condition 6(j)); and
- (iv) promptly following the determination of (i) any Successor Reference Rate or Alternative Reference Rate (as applicable) and (ii) if applicable, any Adjustment Spread, the Issuer shall give notice thereof and of any changes (and the effective date thereof) pursuant to Condition 6(j)(iii)(C) to the Paying Agents, the Trustee, the Calculation Agent and the Noteholders in accordance with Condition 19 (*Notices*).

No consent of the Noteholders shall be required in connection with effecting the relevant Successor Reference Rate or Alternative Reference Rate (as applicable) as described in this Condition 6(j) or such other relevant changes pursuant to Condition 6(j)(iii)(C), including any changes to these Conditions and the Agency Agreement.

For the avoidance of doubt, if a Successor Reference Rate or an Alternative Reference Rate is not determined pursuant to the operation of this Condition 6(j) prior to the relevant Issuer Determination Cut-off Date, then the Rate of Interest for the next Interest Period shall be determined by reference to the fallback provisions of Condition 6(c).

- (v) Notwithstanding any other provision of this Condition 6(j):
 - (A) if in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 6(j), the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and shall not incur any liability for not doing so; and
 - (B) none of the Trustee, the Calculation Agent or the Principal Paying Agent shall be obliged to concur with the Issuer in respect of any amendments which, in the sole opinion of the Trustee, the Calculation Agent or the Principal Paying

Agent would have the effect of (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (ii) increasing the obligations or duties, or decreasing the rights or protections, of the Note Trustee, the Calculation Agent or the Principal Paying Agent in the Trust Deed, the Agency Agreement and/or these Conditions.

For the purposes of this Condition 6(j):

“Adjustment Spread” means a spread (which may be positive or negative) or formula or methodology for calculating a spread, in each case to be applied to a Successor Reference Rate or an Alternative Reference Rate (as applicable) as a result of the replacement of the Original Reference Rate with such Successor Reference Rate or Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

- (i) in the case of a Successor Reference Rate, is formally recommended in relation to the replacement of the Reference Rate with such Successor Reference Rate by any Relevant Nominating Body; or
- (ii) in the case of a Successor Reference Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the relevant Independent Adviser or the Issuer (as applicable) determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Original Reference Rate, where such rate has been replaced by such Successor Reference Rate or Alternative Reference Rate (as applicable); or (if the Independent Adviser determines that no such spread is customarily applied) the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Reference Rate or the Alternative Reference Rate (as the case may be).

“Alternative Reference Rate” means the rate that the relevant Independent Adviser or the Issuer (as applicable) determines has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest in respect of notes denominated in the Specified Currency and of a comparable duration to the relevant Interest Periods, or, if such Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as such Independent Adviser or the Issuer (as applicable) determines in its discretion is most comparable to the Original Reference Rate.

“Benchmark Event” means, in respect of a Reference Rate:

- (i) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or
- (ii) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will, by a specified date on or prior to the next Interest Determination Date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (iii) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will, by a specified date on or prior to the next Interest Determination Date, be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative of its relevant underlying market; or

- (v) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes, in each case by a specific date on or prior to the next Interest Determination Date; or
- (vi) it has become unlawful (including, without limitation, under the Benchmarks Regulation, if applicable) for any Paying Agent, Calculation Agent, the Issuer or other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate.

“Independent Adviser” means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer.

“Original Reference Rate” means:

- (i) the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes; or
- (ii) any Successor Reference Rate or Alternative Reference Rate which has been determined in relation to such benchmark or screen rate (as applicable) pursuant to the operation of this Condition 6(j).

“Relevant Nominating Body” means, in respect of a reference rate:

- (i) the central bank for the currency to which such reference rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of such reference rate; or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which such reference rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of such reference rate, (c) a group of the aforementioned central banks or other supervisory authorities, or (d) the Financial Stability Board or any part thereof.

“Successor Reference Rate” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

7. **Zero Coupon Note Provisions**

(a) ***Application***

This Condition 7 (*Zero Coupon Note Provisions*) is applicable to the Notes only if the Zero Coupon Note Provisions are specified in the relevant Final Terms as being applicable.

(b) ***Late Payment on Zero Coupon Notes***

If the relevant Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, such Redemption Amount shall thereafter be an amount equal to the sum of:

- (i) the Reference Price; and
- (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Principal Paying Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment).

8. Step Up Option

(a) *Application*

This Condition 8 (*Step Up Option*) applies to Step Up Notes.

(b) *Step Up*

The Rate of Interest for Step Up Notes will be the Rate of Interest specified in, or calculated or determined in the manner specified in Condition 5 (*Fixed Rate Notes Provisions*) in respect of Fixed Rate Notes or Condition 6 (*Floating Rate Notes Provisions*) in respect of Floating Rate Notes, as applicable, and in each case in the applicable Final Terms, *provided that* if a Step Up Event has occurred, then for the calculation of the Interest Amount with respect to any Interest Period commencing on or after the first Interest Payment Date immediately following the occurrence of a Step Up Event, the Initial Rate of Interest (in the case of Fixed Rate Notes) or the Initial Margin (in the case of Floating Rate Notes) shall be increased by the applicable Step Up Margin (such increase, a “**Step Up**”). For the avoidance of doubt, a Step Up may only occur once in respect of multiple Scope 1 and 2 Emissions Events or multiple Scope 3 Emissions Events, as applicable.

(c) *Publication*

The Issuer will cause the occurrence of a Step Up Event, the related increase in the Initial Rate of Interest (in the case of Fixed Rate Notes) or Initial Margin (in the case of Floating Rate Notes) and the relevant Step Up Date to be notified to the Trustee, the Principal Paying Agent, and, in accordance with Condition 19 (*Notices*), the Noteholders as soon as reasonably practicable after such occurrence and in no event later than the relevant Step Up Date. Such notice shall be irrevocable. Neither the Trustee nor any Agent shall be obliged to monitor or inquire as to whether a Step Up Event has occurred or have any liability in respect thereof and the Trustee shall be entitled to rely absolutely on any notice given to it by the Issuer pursuant to this Condition 8 (*Step Up Option*) without further enquiry or liability.

9. Redemption and Purchase

(a) *Scheduled Redemption*

Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 10 (*Payments*).

(b) *Redemption for Tax Reasons*

The Notes may be redeemed at the option of the Issuer in whole, but not in part:

- (i) at any time (if the Floating Rate Note Provisions are not specified in the relevant Final Terms as being applicable); or
- (ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days’ notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if immediately before giving such notice, the Issuer satisfies the Trustee that:

- (A) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 11 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of (i) Italy or (ii) the jurisdiction of residence and/or incorporation of the Issuer, any successor to the Issuer following a Permitted Reorganisation, or, in each case, any political subdivision or any authority thereof or therein having power to tax, or any

change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date of issue of the first Tranche of the Notes (or the date that any successor to the Issuer following a Permitted Reorganisation assumes the obligations of the Issuer hereunder); and

- (B) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided, however, that no such notice of redemption shall be given earlier than:

- (1) where the Notes may be redeemed at any time, 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were then due; or
- (2) where the Notes may be redeemed only on an Interest Payment Date, 60 days prior to the Interest Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver or procure that there is delivered to the Trustee (A) a certificate signed by two authorised signatories or two directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred of 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 such change or amendment. Upon the expiry of any such notice as is referred to in this Condition 9(b), the Issuer shall be bound to redeem the Notes in accordance with this Condition 9(b).

The Trustee shall be entitled to accept (without incurring any liability for such acceptance) such certificate and opinion as sufficient evidence of the satisfaction of the circumstances set out above, in which event they shall be conclusive and binding on the holders of the Notes.

(c) ***Redemption at the Option of the Issuer***

If the Call Option is specified in the relevant Final Terms as being applicable, the Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer's giving not less than 15 nor more than 30 days' notice to the Noteholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes or, as the case may be, the Notes specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call), *plus* accrued interest (if any) to such date).

For the purposes of this Condition 9(c) only, the Optional Redemption Amount (Call) will either be the specified percentage of the nominal amount of the Notes stated in the applicable Final Terms or, if Make-Whole Amount is specified in the applicable Final Terms, will be an amount which is the higher of:

- (a) 100 per cent. of the principal amount of the Note 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 to the Maturity Date (or, if Par Call Period is specified in the applicable Final Terms, to the Par Call Period Commencement Date) (not including any interest accrued on the Notes to, but

excluding, the Optional Redemption Date (Call)) (with respect to the Step Up Notes only, calculated from the first day of the next following Interest Period at the Subsequent Rate of Interest, in the case of Fixed Rate Notes or, in the case of Floating Rate Notes, applying the Subsequent Margin, unless the relevant Scope 1 and 2 Emissions Condition and/or Scope 3 Emissions Condition in respect of the Reference Year (and if more than one Reference Year, then in respect of the last Reference Year), as the case may be, has been satisfied and notification has been made by the Issuer confirming the satisfaction of the Scope 1 and 2 Emissions Condition and/or the Scope 3 Emissions Condition, as the case may be prior to the third business day in London preceding the Optional Redemption Date (Call)) discounted to the Optional Redemption Date (Call) 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 (Call).

As used in this Condition 9(c):

“**Par Call Period**” has the meaning given to it in the applicable Final Terms;

“**Par Call Period Commencement Date**” has the meaning given to it in the applicable Final Terms;

“**Redemption Margin**” shall be as set out in the applicable Final Terms;

“**Reference Bond**” shall be as set out in the applicable Final Terms;

“**Reference Dealers**” shall be as set out in the applicable Final Terms;

“**Reference Bond Rate**” means with respect to the Reference Dealers and the Optional Redemption Date (Call), the average of the five quotations of the mid-market annual yield to maturity of the Reference Bond or, if the Reference Bond is no longer outstanding, a similar security in the reasonable judgement of the Reference Dealers at 11.00 a.m. London time on the third business day in London preceding the Optional Redemption Date (Call) quoted in writing to the Issuer by the Reference Dealers;

“**Subsequent Margin**” means the Initial Margin plus the relevant Step Up Margin(s); and

“**Subsequent Rate of Interest**” means the Initial Rate of Interest plus the relevant Step Up Margin(s).

(d) ***Issuer Maturity Par Call Option***

If the Issuer Maturity par Call Option (as defined herein) is specified in the relevant Final Terms as being applicable, the Issuer may, at any time during the Par Call Period commencing on the Par Call Period Commencement Date, at its option (“**Issuer Maturity par Call Option**”), but subject to having given not less than 15 nor more than 30 days’ notice to the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all, but not some only, of the outstanding Notes. Any such redemption of Notes shall be at their Optional Redemption Amount (as specified in the applicable Final Terms) together with interest accrued and unpaid to the date fixed for redemption.

As used in this Condition 9(d):

“**Par Call Period**” has the meaning given to it in the applicable Final Terms;

“**Par Call Period Commencement Date**” shall be as set out in the applicable Final Terms.

(e) ***Partial Redemption***

If the Notes are to be redeemed in part only on any date in accordance with Condition 9(c) (*Redemption and Purchase – Redemption at the option of the Issuer*), the Notes to be redeemed shall be selected by the drawing of lots in such place as the Principal Paying Agent approves and in such manner as the Principal Paying Agent considers appropriate, subject to compliance with applicable law, the rules of each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation and the notice to Noteholders referred to in Condition 9(c) (*Redemption and Purchase – Redemption at the option of the Issuer*) shall specify the serial numbers of the Notes so to be redeemed. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

(f) ***Clean-Up Call Option***

If the Clean-up Call Option (defined herein) is specified in the relevant Final Terms as being applicable, in the event that at least 80 per cent. of the initial aggregate principal amount of the Notes has been purchased and cancelled by the Issuer, the Issuer may, at its option (the “**Clean-Up Call Option**”) but subject to having given not less than fifteen (15) nor more than thirty (30) days’ notice to the Noteholders, redeem all, but not some only, of the outstanding Notes. Any such redemption of Notes shall be at their principal amount together with interest accrued to the date fixed for redemption.

(g) ***Redemption at the Option of Noteholders on the Occurrence of a Material Concession Put Event***

If the Material Concession Event Put Option is specified in the relevant Final Terms as being applicable and at any time while any of the Notes remain outstanding, (i) a Material Concession Event occurs and (ii) within the Material Concession Event Period a Rating Downgrade in respect of such Material Concession Event occurs (a “**Material Concession Put Event**”), then each holder of a relevant Series of Notes will have the option (the “**Material Concession Event Put Option**”) (unless, prior to the giving of the Material Concession Event Put Notice (as defined below), the Issuer gives not more than 60 nor less than 30 days’ prior notice to the Noteholders in accordance with Condition 19 (*Notices*) of its intention to redeem the Notes pursuant to Condition 9(b) (*Redemption for tax reasons*) or (if specified in the relevant Final Terms as applicable) Conditions 9(c) (*Redemption at the option of the Issuer*), 9(d) (*Issuer Maturity Par Call Option*) or 9(f) (*Clean-Up Call Option*)) to require the Issuer to redeem or, at the Issuer’s option, to procure the purchase of that Note on the Material Concession Event Put Date (as defined below) at its principal amount together with accrued and unpaid interest to but excluding the Material Concession Event Put Date.

Promptly upon the Issuer becoming aware that a Material Concession Put Event has occurred, the Issuer shall give notice (a “**Material Concession Event Put Notice**”) to the Noteholders in accordance with Condition 19 (*Notices*) (which notice shall be irrevocable) specifying the nature of the Material Concession Event, the circumstances giving rise to it, the Series of Notes affected by the Material Concession Put Event and the procedure for exercising the Material Concession Event Put Option.

In order to exercise the Material Concession Event Put Option, 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 of 45 days after the date on which a Material Concession Event Put Notice is given (the “**Material Concession Event Put Period**”), accompanied by a duly signed and completed exercise notice in the form available from each office of the Paying Agents (the “**Material Concession Put Event Exercise Notice**”). The Note must be delivered to the Paying Agent together with all Coupons, if any, appertaining thereto maturing after the date being the seventh day after the date of expiry of the Material Concession Event Put Period (the “**Material Concession Event Put Date**”), failing which deduction in respect of such missing unmatured

Coupons shall be made in accordance with Condition 10(e) (*Deductions for unmatured Coupons*). The Paying Agent to which such Note and the Material Concession Put Event Exercise Notice are delivered will issue to the Noteholder concerned a non-transferable receipt (a “**Material Concession Event Put Option Receipt**”) in respect of the Notes so delivered. Payment by the Issuer in respect of any Note so delivered shall be made, if the holder has duly specified in the Material Concession Put Event Exercise Notice a bank account to which payment is to be made, by transfer to that bank account on the Material Concession Event Put Date, and in every other case, on or after the Material Concession Event Put Date against presentation and surrender of such Material Concession Event Put Option Receipt at the specified office of the Paying Agent. A Material Concession Put Event Exercise Notice, once given, shall be irrevocable.

For the purposes of these Conditions and the Trust Deed, Material Concession Event Put Option Receipts issued pursuant to this Condition 9(g) shall be treated as if they were Notes.

For the purposes of this Condition 9(g):

A “**Concession Event**” shall be deemed to have occurred in respect of a Concession relating to an Italian toll road motorway if:

- (i) such Concession is revoked for public interest reasons (*revoca per ragioni di interesse pubblico*) pursuant to Italian law and the revocation becomes effective;
- (ii) such Concession is terminated (*cessazione del rapporto concessorio per risoluzione della convenzione*) pursuant to Italian law and such termination becomes effective; or
- (iii) such Concession is withdrawn (*decadenza dalla concessione*) pursuant to Italian law and the withdrawal becomes effective,

provided that, the expiry of a Concession at its originally stated termination date shall not qualify as a Concession Event.

“**Formal Material Concession Event Announcement**” means the first of any formal public announcements by the Issuer of the occurrence of the Material Concession Event.

A “**Material Concession Event**” shall be deemed to have occurred if, at any time following the Issue Date of the relevant Series of Notes, one or more Concession Events occurs with the result that there is a reduction in the quantum of business carried on by the Issuer in relation to the owning and operating of Italian toll roads such that the reduction in revenues is, or could reasonably be expected to be, more than 30% compared to whichever is the higher of the Consolidated Revenues and the Historical Consolidated Revenues.

“**Material Concession Event Period**” means the period commencing on the date of the Formal Material Concession Event Announcement and ending 90 days thereafter, or such longer period for which the relevant Notes are under consideration by the relevant Rating Agency or Agencies for rating review (such consideration having been announced publicly within the period ending 90 days after the Formal Material Concession Event Announcement), *provided that* in no circumstances shall the Material Concession Event Period exceed 120 days after the Formal Material Concession Event Announcement.

a “**Rating Downgrade**” shall be deemed to have occurred in respect of a Material Concession Event if within the Material Concession Event Period the rating at that time assigned to the relevant Series of Notes by the Rating Agency (where at the relevant time the Notes are rated by one Rating Agency), or any two Rating Agencies (where at the relevant time the Notes are rated by two or more Rating Agencies) is:

- (i) withdrawn; or
- (ii) changed from an investment grade rating (BBB-/Baa3, or their respective equivalents for the time being, or better) to a non-investment grade rating (BB+/Ba1, or their

respective equivalents for the time being, or worse) and is not (in the case of a downgrade) subsequently upgraded to an investment grade rating within such Material Concession Event Period by such Rating Agency or Agencies; or

- (iii) if the rating previously assigned to any of the Notes by the Rating Agency (where at the relevant time the Notes are rated by one Rating Agency) or any two Rating Agencies (where at the relevant time the Notes are rated by two or more Rating Agencies) was below an investment grade rating (as described above), lowered at least one full rating notch (for example, from BB+/Ba1 to BB/Ba2 or their respective equivalents) and is not subsequently upgraded to its earlier credit rating or better within such Material Concession Event Period by such Rating Agency or Agencies,

and, in each case, the relevant Rating Agency announces publicly or confirms in writing to the Issuer that the withdrawal or downgrading resulted from the occurrence of a Material Concession Event.

(h) ***Redemption at the option of Noteholders on the occurrence of a Relevant Event:***

If the Relevant Event Put Option is specified in the relevant Final Terms as being applicable and at any time while any of the Notes remain outstanding, (i) a Change of Control occurs and (ii) within the Relevant Event Period a Rating Downgrade in respect of such Change of Control occurs (a “**Relevant Event**”), then each holder of a relevant Series of Notes will have the option (the “**Relevant Event Put Option**”) (unless, prior to the giving of the Relevant Event Put Notice (as defined below), the Issuer gives not more than 60 nor less than 30 days’ prior notice to the Noteholders in accordance with Condition 19 (*Notices*) of its intention to redeem the Notes pursuant to Condition 9(b) (*Redemption for tax reasons*) or (if specified in the relevant Final Terms as applicable) Conditions 9(c) (*Redemption at the option of the Issuer*), 9(d) (*Issuer Maturity Par Call Option*) or 9(f) (*Clean-Up Call Option*)) to require the Issuer to redeem or, at the Issuer’s option, to procure the purchase of that Note on the Relevant Event Put Date (as defined below) at its principal amount together with accrued and unpaid interest to but excluding the Relevant Event Put Date.

Promptly upon the Issuer becoming aware that a Relevant Event has occurred, the Issuer shall give notice (a “**Relevant Event Put Notice**”) to the Noteholders in accordance with Condition 19 (*Notices*) (which notice shall be irrevocable) specifying the nature of the Relevant Event and the related Change of Control, the circumstances giving rise to it, the Series of Notes affected by the Relevant Event and the procedure for exercising the Relevant Event Put Option.

In order to exercise the Relevant Event Put Option, 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 of 45 days after the date on which a Relevant Event Put Notice is given (the “**Relevant Event Put Period**”), accompanied by a duly signed and completed exercise notice in the form available from each office of the Paying Agents (the “**Relevant Event Exercise Notice**”). The Note must be delivered to the Paying Agent together with all Coupons, if any, appertaining thereto maturing after the date being the seventh day after the date of expiry of the Relevant Event Put Period (the “**Relevant Event Put Date**”), failing which deduction in respect of such missing unmatured Coupons shall be made in accordance with Condition 10(e) (*Deductions for unmatured Coupons*). The Paying Agent to which such Note and Relevant Event Exercise Notice are delivered will issue to the Noteholder concerned a non-transferable receipt (a “**Relevant Event Put Option Receipt**”) in respect of the Notes so delivered. Payment by the Issuer in respect of any Note so delivered shall be made, if the holder has duly specified in the Relevant Event Exercise Notice a bank account to which payment is to be made, by transfer to that bank account on the Relevant Event Put Date, and in every other case, on or after the Relevant Event Put Date against presentation and surrender of such Relevant Event Put Option Receipt at the specified office of the Paying Agent. A Relevant Event Exercise Notice, once given, shall be irrevocable.

For the purposes of these Conditions and the Trust Deed, Relevant Event Put Option Receipts issued

pursuant to this Condition 9(h) shall be treated as if they were Notes.

For the purposes of this Condition 9(h):

a **“Change of Control”** means the event occurring if any person (other than one or more Permitted Holder(s), acting directly and/or indirectly) or group of persons acting in concert (other than a syndicate including directly and/or indirectly one or more Permitted Holder(s) where (a) the number of Voting Rights in the Issuer held, directly and/or indirectly, by the Permitted Holder(s) in aggregate is higher than the number of Voting Rights in the Issuer held, directly or indirectly, individually by each of the other members of the syndicate or (b) a Permitted Holder has, or the Permitted Holders acting together have, in each case, directly and/or indirectly, the power to select the majority of the members of the board of directors of the Issuer) owns or gains control of the Issuer;

“acting indirectly” has the meaning ascribed to such expression in article 2359, paragraph 2, of the Italian Civil Code;

“acting in concert” means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, either directly or indirectly, through the acquisition and/or ownership of voting shares in the Issuer by any of them, to obtain or strengthen their control over the Issuer;

“control”, of a person or group of persons over the Issuer shall be read and construed pursuant to article 2359, paragraph 1, No. 1, of the Italian Civil Code;

“Ardian France SA” means funds and/or entities managed and/or advised by Ardian France S.A. and its affiliates;

“Gavio Family” means any of Beniamino Gavio, Daniela Gavio, Marcello Gavio, Raffaella Maria Rita Gavio and/or common heir representative Marcellino Gavio – Francesca Torti (Beniamino Gavio and Daniela Gavio) and/or common heir representative Pietro Gavio (Marcello Gavio and Raffaella Maria Rita Gavio) and/or any heirs.

“Permitted Holder” means any of Gavio Family and/or Ardian France SA, in each case, whether directly and/or indirectly through person(s) directly and/or indirectly controlled by any of them.

“Relevant Event Period” means the period commencing on the date a Change of Control occurs and ending 90 days thereafter, or such longer period for which the relevant Notes are under consideration by the relevant Rating Agency or Agencies for rating review (such consideration having been announced publicly within the period ending 90 days after the occurrence of such Change of Control), provided that in no circumstances shall the Relevant Event Period exceed 120 days after the occurrence of a Change of Control.

a **“Rating Downgrade”** shall be deemed to have occurred in respect of a Change of Control if within the Relevant Event Period the rating at that time assigned to the relevant Series of Notes by the Rating Agency (where at the relevant time the Notes are rated by one Rating Agency), or any two Rating Agencies (where at the relevant time the Notes are rated by two or more Rating Agencies) is:

- (i) withdrawn; or
- (ii) changed from an investment grade rating (BBB-/Baa3, or their respective equivalents for the time being, or better) to a non-investment grade rating (BB+/Ba1, or their respective equivalents for the time being, or worse) and is not (in the case of a downgrade) subsequently upgraded to an investment grade rating within such Relevant Event Period by such Rating Agency or Agencies; or
- (iii) if the rating previously assigned to any of the Notes by the Rating Agency (where at the relevant time the Notes are rated by one Rating Agency) or any two Rating Agencies (where at the relevant time the Notes are rated by two or more Rating Agencies) was below an investment grade rating (as described above), lowered at least one full rating notch (for example, from BB+/Ba1 to BB/Ba2 or their respective equivalents) and is not subsequently upgraded to its

earlier credit rating or better within such Relevant Event Period by such Rating Agency or Agencies,

and, in each case, the relevant Rating Agency announces publicly or confirms in writing to the Issuer that the withdrawal or downgrading resulted from the occurrence of a Change of Control.

(i) ***Redemption at the Option of Noteholders and Exercise of Noteholders' Options:***

If Put Option (as defined below) is specified in the applicable Final Terms, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than fifteen (15) nor more than thirty (30) days' notice to the Issuer (or such other notice period as may be specified in the applicable Final Terms) redeem such Note on the Optional Redemption Date (Put) at its Optional Redemption Amount (Put) (each as specified in the applicable Final Terms) together with interest accrued to the date fixed for redemption ("**Put Option**").

To exercise such option or any other Noteholders' option that may be set out in the applicable Final Terms (which must be exercised on an Option Exercise Date (Put), as specified in the applicable Final Terms) the holder must deposit such Note (together with all unmatured Coupons and unexchanged Talons) with any Paying Agent at its specified office, together with a duly completed option exercise notice in the form obtainable from any Paying Agent within the notice period. No Note so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(j) ***Early Redemption of Zero Coupon Notes***

Unless otherwise specified in the relevant Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:

- (i) the Reference Price; and
- (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Final Terms for the purposes of this Condition 9(j) or, if none is so specified, a Day Count Fraction of 30E/360.

(k) ***Purchase***

The Issuer or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price, *provided that* all unmatured Coupons are purchased therewith. If purchases are made by tender, tenders must be available to all Noteholders alike. Where permitted by applicable law and regulation, all Notes purchased pursuant to this Condition 9(k) may be cancelled or held, reissued or resold at the discretion of the relevant purchaser.

(l) ***Cancellation***

All Notes so redeemed or purchased by the Issuer or any of its Subsidiaries and any unmatured Coupons attached to or surrendered with them may be cancelled and may not be reissued or resold, without prejudice to Condition 9(k) above in respect of Notes so purchased by the Issuer or any of its Subsidiaries.

10. Payments

(a) *Principal*

Payments of principal shall be made only against presentation and (*provided that* payment is made in full) surrender of Notes at the Specified Office of any Paying Agent outside the United States by cheque drawn in the currency in which the payment is due on, or by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency (in the case of a sterling cheque, a town clearing branch of a bank in the City of London).

(b) *Interest*

Payments of interest shall, subject to paragraph (g) below, be made only against presentation and (*provided that* payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in paragraph (a) above.

(c) *Payments in New York City:*

Payments of principal or interest may be made at the Specified Office of a Paying Agent in New York City if (i) the Issuer has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Notes in the currency in which the payment is due when due, (ii) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions and (iii) payment is permitted by applicable United States law.

(d) *Payments Subject to Fiscal Laws*

All payments in respect of the Notes are subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 11 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, or otherwise imposed pursuant to Sections 1471 through 1474 of that Code, any regulations or agreements thereunder, official interpretations thereof, or (without prejudice to the provisions of Condition 11 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(e) *Deductions for Unmatured Coupons*

If the relevant Final Terms specifies that the Fixed Rate Note Provisions are applicable and a Note is presented without all unmatured Coupons relating thereto:

- (i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; *provided, however, that* if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;
- (ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:
 - (A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the “**Relevant Coupons**”) being equal to the amount of

principal due for payment; *provided, however, that* where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and

- (B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; *provided, however, that*, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in paragraph (a) above against presentation and (*provided that* payment is made in full) surrender of the relevant missing Coupons.

(f) ***Unmatured Coupons Void***

If the relevant Final Terms specifies that this Condition 10(f) is applicable or that the Floating Rate Note Provisions are applicable, on the due date for final redemption of any Note or early redemption in whole of such Note pursuant to Condition 9(b) (*Redemption and Purchase – Redemption for tax reasons*), Condition 9(c) (*Redemption and Purchase – Redemption at the option of the Issuer*), Condition 9(d) (*Redemption and Purchase – Issuer Maturity Par Call Option*), Condition 9(f) (*Redemption and Purchase – Clean-Up Call Option*), Condition 9(g) (*Redemption and Purchase – Redemption at the option of Noteholders on the occurrence of a Material Concession Put Event*), Condition 9(h) (*Redemption and Purchase – Redemption at the Option of Noteholders on the occurrence of a Relevant Event*), Condition 9(i) (*Redemption and Purchase – Redemption at the Option of Noteholders and Exercise of Noteholders' Options*) or Condition 12 (*Events of Default*), all unmatured Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.

(g) ***Payments on Business Days***

If the due date for payment of any amount in respect of any Note or Coupon is not a Payment Business Day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.

(h) ***Payments other than in Respect of Matured Coupons***

Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Notes at the Specified Office of any Paying Agent outside the United States (or in New York City if permitted by paragraph (c) above).

(i) ***Exchange of Talons***

On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Principal Paying Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 13 (*Prescription*)). Upon the due date for redemption of any Note, any unexchanged Talon relating to such Note shall become void and no Coupon will be delivered in respect of such Talon.

11. **Taxation**

- (a) ***Gross up***: All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments, or governmental charges

of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Italy or any political subdivision therein or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, the amount of the payments of principal and interest in respect of the Notes and the Coupons due by or on behalf of the Issuer shall be increased to an amount which, after applying the aforementioned withholding or deduction, leaves an amount equal to the payment which would have been due if no such withholding or deduction had been required, except that no such additional amounts shall be payable in respect of any Note or Coupon presented for payment:

- (i) in the Republic of Italy; or
 - (ii) by or on behalf of a holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of its having some connection with the Republic of Italy, other than the mere holding of the Note or Coupon; or
 - (iii) more than 30 days after the Relevant Date except to the extent that the holder of such Note or Coupon would have been entitled to such additional amounts on presenting such Note or Coupon for payment on the last day of such period of 30 days; or
 - (iv) by or on behalf of a holder of the Notes or Coupons who would not be liable or subject to the withholding or deduction by making a declaration of non-residence or residence or other similar claim for exemption; or
 - (v) by or on behalf of a non-Italian resident, to the extent that interest or any other amounts is paid to a non-Italian resident which is not resident in a country which does allow for a satisfactory exchange of information with the Republic of Italy listed in the Ministerial Decree dated 4 September 1996, as amended by Ministerial Decree of 23 March 2017 and possibly further amended by any future decree issued pursuant to Article 11(4)(c) of Decree 239 (as amended by Legislative Decree No. 147 of 14 September 2015) (the “**White List Country**”); or
 - (vi) in relation to any payment or deduction of any interest, premium or proceeds of any Notes or Coupons on account of *imposta sostitutiva* pursuant to Italian Legislative Decree No. 239 of 1 April 1996 (“**Decree 239**”) as amended and/or supplemented or any regulations implementing or complying with such Decree; or
 - (vii) where such withholding or deduction is required pursuant to Article 26 of the Italian Legislative Decree No. 600 of 29 September 1973 (“**Decree 600**”) as amended and/or supplemented or any regulations implementing or complying with such Decree; or
 - (viii) with respect to any Notes qualifying as “atypical” securities (*titoli atipici*), where such withholding or deduction is required pursuant to Italian Law Decree 30 September 1983, No. 512, converted with amendments by Law 25 November 1983, No. 649, as subsequently amended and/or supplemented; or
 - (ix) where such withholding or deduction is 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, any regulations or agreements thereunder, official interpretations thereof, or any law or regulation implementing an intergovernmental approach thereto as amended from time to time.
- (b) **Taxing jurisdiction:** If the Issuer becomes subject with respect to its income at any time to any taxing jurisdiction other than Italy by reason of its tax residence or a permanent establishment maintained therein, references in these Conditions to Italy shall be construed as references to Italy and/or such other jurisdiction.

12. Events of Default

If any of the following events occurs and is continuing, then the Trustee at its discretion may, and if so requested by holders of at least one-fourth in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall, subject to (i) in the case of item (b) (*Breach of other obligations*) below only, the Trustee having certified in writing that the happening of such event is in its opinion materially prejudicial to the interests of the holders of the Notes and (ii) in all cases, the Trustee having been indemnified and/or provided with security and/or prefunded to its satisfaction, give written notice to the Issuer declaring the Notes to be immediately due and payable, whereupon the Notes shall become immediately due and payable at their principal amount outstanding together with accrued and unpaid interest (if any).

- (a) **Non-payment:** the Issuer fails to pay any amount of principal in respect of the Notes on the due date for payment thereof and such failure continues for a period of seven (7) days or fails to pay any amount of interest in respect of the Notes on the due date for payment thereof and such failure continues for a period of fourteen (14) days.
- (b) **Breach of other obligations:** the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes or the Trust Deed and such default (i) is, in the opinion of the Trustee, incapable of remedy or (ii) being a default which is, in the opinion of the Trustee, capable of remedy, remains unremedied for sixty (60) days after the Trustee has given written notice thereof to the Issuer. For the avoidance of doubt, failure to comply with the Reporting Requirements, failure to reach the Scope 1 and 2 Emissions Percentage Threshold and/or the Scope 3 Emissions Percentage Threshold will not of itself constitute an Event of Default hereunder.
- (c) **Cross-default of Issuer or Material Subsidiaries:**
 - (i) any Indebtedness (other than Limited Recourse Indebtedness) of the Issuer or any of the Material Subsidiaries is not paid when due or (as the case may be) within any applicable grace period; or
 - (ii) any such Indebtedness (other than Limited Recourse Indebtedness) becomes due and payable prior to its stated maturity by reason of an event of default, howsoever described; or
 - (iii) the Issuer or any of the Material Subsidiaries fails to pay when due any amount payable by it under any guarantee of any Indebtedness (other than Limited Recourse Indebtedness) within any applicable grace period; or

provided that the amount of the relevant Indebtedness and/or guarantees in respect of which one or more of the events referred to in sub-paragraphs (i), (ii) and/or (iii) above has occurred and is continuing, individually or in the aggregate, exceeds Euro one hundred million (€100,000,000) (or its equivalent in any other currency or currencies).
- (d) **Insolvency, etc.:** (i) the Issuer or any of the Material Subsidiaries becomes insolvent or is unable to pay its debts as they fall due, or (ii) a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer is appointed in respect of the Issuer or any of the Material Subsidiaries or any of its assets in connection with any insolvency proceedings applicable to it, *unless* such appointment and the related actions, to the extent not initiated, approved or consented to by the Issuer or any of the Material Subsidiaries, is discharged or stayed within one-hundred-and-twenty (120) days, or (iii) a composition, compromise, assignment, moratorium or arrangement with any creditor of the Issuer or any of the Material Subsidiaries in relation to any of its Indebtedness (other than Limited Recourse Indebtedness) or any guarantee of any such Indebtedness granted by it is entered into and becomes effective in accordance with its terms.
- (e) **Winding up, etc.:** any corporate action, legal proceedings or other procedure or step is taken by, or against, the Issuer or any of the Material Subsidiaries in relation to the winding-up, liquidation or dissolution of the Issuer or any of the Material Subsidiaries (otherwise than for

the purposes of a Permitted Reorganisation) *unless* any such action is discharged or stayed within one-hundred-and-twenty (120) days.

- (f) **Unsatisfied judgment:** one or more judgment(s) or order(s) from which no further appeal or judicial review is permissible under applicable law for the payment of an aggregate amount in excess of Euro one hundred million (€100,000,000) (or its equivalent in any other currency or currencies) is rendered against the Issuer or any of the Material Subsidiaries (other than in relation to Limited Recourse Indebtedness) 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.
- (g) **Security enforced:** any mortgage, charge, pledge, lien or other encumbrance created or assumed by the Issuer or any of the Material Subsidiaries in respect of all or Substantially All of the property, assets or revenues of the Issuer or any of the Material Subsidiaries to secure any Indebtedness (other than Limited Recourse Indebtedness) 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) in respect of any Indebtedness (other than Limited Recourse Indebtedness) incurred by the Issuer or any of the Material Subsidiaries in excess of Euro one hundred million (€100,000,000) or its equivalent.
- (h) **Analogous event:** any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in paragraphs (d) to (g) above.
- (i) **Change of business:** the Issuer ceases (other than as a result of (i) a Permitted Reorganisation, (ii) the expiry of any of the Concessions at its originally stated termination date or (iii) the occurrence of a Material Concession Event) to carry on, directly or indirectly, all or Substantially All of the business of owning and operating infrastructure assets or businesses related thereto, incidental thereto or in furtherance thereof (such as, *inter alia*, the engineering, procurement and construction (EPC) and technology businesses).
- (j) **Unlawfulness:** it is or becomes unlawful for the Issuer to perform any of its obligations under the Notes or the Trust Deed, unless the matter giving rise to such unlawfulness is remedied by the Issuer within ninety (90) days.

13. **Prescription**

Claims for principal shall become void unless the relevant Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date.

14. **Replacement of Notes and Coupons**

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Trustee (and, if the Notes are then admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Paying Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system), subject to all applicable laws and competent authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may reasonably require. Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

15. **Trustee and Agents**

Under the Trust Deed, the Trustee is entitled to be indemnified and relieved from responsibility in certain circumstances and to be paid its costs and expenses in priority to the claims of the holders of the Notes. In addition, the Trustee is entitled to enter into business transactions with the Issuer and any entity relating to the Issuer without accounting for any profit.

In the exercise of its powers and discretions under these Conditions and the Trust Deed, the Trustee will have regard to the interests of the holders of the Notes as a class and will not be responsible for any consequence for individual holders of Notes as a result of such holders being connected in any way with a particular territory or taxing jurisdiction.

In acting under the Agency Agreement and in connection with the Notes and the Coupons, the Paying Agents act solely as agents of the Issuer and (to the extent provided therein) the Trustee and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders or Couponholders.

The initial Paying Agents and their initial Specified Offices are listed below. The initial Calculation Agent (if any) is specified in the relevant Final Terms. The Issuer reserves the right (with the prior approval of the Trustee) at any time to vary or terminate the appointment of the Paying Agent and to appoint a Calculation Agent and additional or successor paying agents; *provided, however, that*:

- (a) the Issuer shall at all times maintain a Principal Paying Agent; and
- (b) if a Calculation Agent is specified in the relevant Final Terms, the Issuer shall at all times maintain a Calculation Agent; and
- (c) if and for so long as the Notes are admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Issuer shall maintain a Paying Agent having its Specified Office in the place required by such competent authority, stock exchange and/or quotation system.

Notice of any change in any of the Paying Agents or in their Specified Offices shall promptly be given to the Noteholders.

16. **Meetings of Noteholders; Noteholders' Representative; Modification and Waiver**

(a) ***Meetings of Noteholders***

The Trust Deed contains provisions for convening meetings of Noteholders to consider matters relating to the Notes and affecting their interests, including the modification of any provision of these Conditions and the Notes. Any such modification may be made if sanctioned by an Extraordinary Resolution (as defined in the schedules of the Trust Deed).

In relation to the convening of meetings, quorums and the majorities required to pass an Extraordinary Resolution, the following provisions shall apply in respect of the Notes but are subject to compliance with mandatory laws, legislation, rules and regulations of Italy and the by-laws of the Issuer in force from time to time (including, without limitation, Legislative Decree No. 58 of 24 February 1998, to the extent applicable) 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:

- (i) a meeting of Noteholders may be convened by the Issuer and/or by the Noteholders' Representative (as defined below) and/or by the Trustee and shall be convened by either of them upon the request in writing of Noteholders holding not less than one-twentieth of the aggregate principal amount of the outstanding Notes;
- (ii) a meeting of Noteholders will be validly held if (A) in the case of an Initial Meeting, there are one or more persons present representing or holding more than one half of the aggregate principal amount of the outstanding Notes, or (B) in the case of a Second Meeting, (a) for any matter other than a Reserved Matter, there are one or more persons present representing or holding more than one third of the aggregate principal amount of the outstanding Notes; or (b) for a Reserved Matter, there are one or more persons present, representing or holding at least one half of the aggregate principal amount of the outstanding Notes, *provided, however, that* Italian law and/or the Issuer's by-laws

may in each case (to the extent permitted under applicable Italian law) provide for a higher quorum at any of the above meetings (also depending on the matter to be transacted at such meeting); and

- (iii) the majority required to pass an Extraordinary Resolution will be (A) in the case of an Initial Meeting, more than one half of the aggregate principal amount of the outstanding Notes, or (B) in the case of a Second Meeting at least two-thirds of the aggregate principal amount of the outstanding Notes represented at the meeting, *provided that* the majority required for voting on a Reserved Matter under (B) above will be the higher of (x) one half of the aggregate principal amount of the outstanding Notes, and (y) two thirds of the aggregate principal amount of the outstanding Notes represented at the relevant meeting, and *further provided that* Italian law and/or the Issuer's by-laws may in each case under (A) and (B) above (to the extent permitted under applicable Italian law) provide for a larger majority.

Extraordinary Resolutions passed at any meeting of the Noteholders shall be binding on all Noteholders, whether or not they are present at the meeting.

(b) ***Noteholders' Representative***

A representative of the Noteholders (*rappresentante comune*) (the “**Noteholders' Representative**”), subject to applicable provisions of Italian law, may be appointed pursuant to Article 2417 of the Italian Civil Code in order to represent the Noteholders' interests under these Conditions and to give effect to resolutions passed at a meeting of the Noteholders. If the Noteholders' Representative is not appointed by a meeting of such Noteholders pursuant to Article 2415 of the Italian Civil Code, the Noteholders' Representative shall be appointed by a decree of the court where the Issuer has its registered office at the request of one or more Noteholders or at the request of the directors of the Issuer. The Noteholders' Representative shall remain appointed for a maximum period of three years but may be reappointed again thereafter and shall have the powers and duties set out in Article 2418 of the Italian Civil Code.

(c) ***Modification and Waiver***

The Trust Deed contains provisions according to which the Trustee may, without the consent of the holders of the Notes, agree (i) to any modification of these Conditions, the Notes, the Agency Agreement or the Trust Deed (other than in respect of a Reserved Matter) which is, in the opinion of the Trustee, proper to make if, in the opinion of the Trustee, such modification will not be materially prejudicial to the interests of the holders of the Notes and (ii) to any modification of these Conditions, the Notes, the Agency Agreement or the Trust Deed which is of a formal, minor or technical nature or is to correct a manifest error. In addition, the parties to the Trust Deed may agree, without the consent of the holders of the Notes, to modify any provision thereof it is made to comply with mandatory laws, legislation, rules and regulations of Italy and the Issuer's by-laws applicable to the convening of meetings, quorums and the majorities required to pass an Extraordinary Resolution and entered into force at any time while the Notes remain outstanding.

In addition, the Trustee may, without the consent of the holders of the Notes, authorise or waive any proposed breach or breach of the Notes or the Trust Deed or determine that any Event of Default shall not be treated as such (other than a proposed breach or breach relating to the subject of a Reserved Matter) if, in the opinion of the Trustee, the interests of the holders of the Notes will not be materially prejudiced thereby.

Any such authorisation, waiver or modification shall be binding on the Noteholders and, unless the Trustee agrees otherwise, shall be notified to the holders of the Notes as soon as practicable thereafter.

17. **Enforcement**

The Trustee may at any time, at its discretion and without notice, institute such proceedings as it thinks fit to enforce its rights under the Trust Deed but it shall not be bound to do so unless:

- (a) it has been so requested in writing by the holders of at least one fifth of the aggregate principal amount of the outstanding Notes or has been so directed by an Extraordinary Resolution; and
- (b) it has been indemnified and/or provided with security and/or prefunded to its satisfaction.

No holder may proceed directly against the Issuer unless the Trustee, having become bound to do so, fails to do so within a reasonable time and such failure is continuing.

18. **Further Issues**

The Issuer may from time to time, without the consent of the Noteholders and in accordance with the Trust Deed, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes. The Issuer may from time to time, with the consent of the Trustee, create and issue other series of notes having the benefit of the Trust Deed.

19. **Notices**

Notices to the Noteholders shall be valid if published in a leading English-language daily newspaper (which is expected to be the *Financial Times*) and, if the Notes are admitted to trading on Euronext Dublin, published on the website of Euronext Dublin (<https://live.euronext.com/>) or in either case, if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Noteholders.

20. **Currency Indemnity**

If any sum due from the Issuer in respect of the Notes or the Coupons or any order or judgment given or made in relation thereto has to be converted from the currency (the “**first currency**”) in which the same is payable under these Conditions or such order or judgment into another currency (the “**second currency**”) for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Principal Paying Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

21. **Rounding**

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used

in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

22. **Governing Law and Jurisdiction**

(a) ***Governing Law***

The Notes and the Trust Deed and all non-contractual obligations arising out of or in connection with the Notes and the Trust Deed are governed by English law. Condition 16 (*Meetings of Noteholders; Noteholders' Representative; Modification and Waiver*) and the provisions of the Trust Deed concerning the meetings of Noteholders and the appointment of a Noteholders' Representative in respect of the Notes are subject to compliance with Italian law.

(b) ***Jurisdiction***

The courts of England shall have exclusive jurisdiction to settle any dispute (a "**Dispute**") arising out of or in connection with the Notes. Furthermore, the Issuer has in the Trust Deed (i) agreed that those courts are the most appropriate and convenient courts to settle any Dispute and, accordingly, that it will not argue that any other courts are more appropriate or convenient; (ii) designated a person in England to accept service of any process on its behalf; (iii) consented to the enforcement of any judgment; and (iv) to the extent that it may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process, and to the extent that in any such jurisdiction there may be attributed to itself or its assets or revenues such immunity (whether or not claimed), agreed not to claim and irrevocably waived such immunity to the full extent permitted by the laws of such jurisdiction.

(c) ***Process Agent***

The Issuer agrees that the documents which start any proceedings relating to a Dispute ("**Proceedings**") and any other documents required to be served in relation to those Proceedings may be served on it by being delivered to TMF Global Services (UK) Limited, 8th Floor, 20 Farringdon Street, London EC4A 3AB, United Kingdom or, if different, its registered office for the time being or at any address of the Issuer in Great Britain at which process may be served on it in accordance with Parts 34 and 37 of the Companies Act 2006. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Issuer, the Issuer shall, on the written demand of any Noteholder addressed and delivered to the Issuer or to the Specified Office of the Principal Paying Agent appoint a further person in England to accept service of process on their behalf and, failing such appointment within 15 days, any Noteholder shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Principal Paying Agent. Nothing in this paragraph shall affect the right of any Noteholder to serve process in any other manner permitted by law. This Condition applies to Proceedings in England and to Proceedings elsewhere.

FORM OF FINAL TERMS

Text in this section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, 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 UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, “**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 the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA. Consequently no key information document required by the PRIIPs Regulation 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.

[MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*] Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturers’ target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers’ target market assessment) and determining appropriate distribution channels.]

[UK MiFIR product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“**COBS**”), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA (“**UK MiFIR**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. [Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) / Any distributor] should take into consideration the manufacturer[‘s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[‘s/s’] target market assessment) and determining appropriate distribution channels.]

Final Terms dated [date]

ASTM S.p.A.
[Issuer's Legal Entity Identifier (LEI) [●]]
Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €[●]
Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 15 November 2021 [and the supplemental Base Prospectus dated [●]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of Regulation (EU) No. 2017/1129 of 14 June 2017 (the “**Prospectus Regulation**”). This document constitutes the Final Terms of the Notes described herein [for the purposes of Article 8 of the Prospectus Regulation] * and must be read in conjunction with the Base Prospectus.

Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus [and the supplemental Base Prospectus] [is / are] available for viewing at <https://live.euronext.com/> [and] during normal business hours at [address] [and copies may be obtained from [address]].

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.]

- | | | | |
|----|-------|--|---|
| 1. | (i) | Series Number: | [●] |
| | (ii) | Tranche Number: | [●] |
| | (iii) | Date on which the Notes become fungible: | [Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the <i>[insert description of the Series]</i> on [insert date/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 25 below [which is expected to occur on or about <i>[insert date]</i>]]. |
| | [(iv) | Trade Date:] | [●] |
| 2. | | Specified Currency or Currencies: | [●] |
| 3. | | Aggregate Nominal Amount: | [●] |
| | [(i)] | [Series]: | [●] |
| | [(ii) | Tranche: | [●] |
| 4. | | Issue Price: | [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from <i>[insert date]</i>] |
| 5. | (i) | Specified Denominations: | [●] [and integral multiples of [●] in excess thereof up to and including [●]. No notes in definitive form will be issued with a denomination above [●].] |

* To be included only if the Notes are to be admitted to listing on the official list, and to trading on the regulated market, of Euronext Dublin or other regulated market for the purposes of the Prospectus Regulation.

(No Notes shall be issued that have a minimum denomination of less than €100,000 or its equivalent in another currency.)

[In relation to any issue of Notes which are “exchangeable to Definitive Notes” in circumstances other than “in the limited circumstances specified in the Global Note”, such Notes may only be issued in denominations equal to or greater than €100,000 (or equivalent) and multiples thereof.]

- (ii) Calculation Amount: [●]
6. (i) Issue Date: [●]
- (ii) Interest Commencement Date: [Specify/Issue Date/Not Applicable]
7. Maturity Date: *(Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year.)*
8. Interest Basis: [[●] per cent. Fixed Rate[, subject to the Step Up Option]]
[[●] month EURIBOR] +/- [●] per cent. Floating Rate[, subject to the Step Up Option]]
[Zero Coupon]
(further particulars specified below in paragraphs 13 - 15)
9. Redemption/Payment Basis: [Subject to any purchase and cancellation or early redemption the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount.]
10. Change of Interest or Redemption/Payment Basis: *[Specify the date when any fixed to floating rate change occurs or refer to paragraphs 13 and 14 below and identify there/Not Applicable]*
11. Put/Call Options: Call Option [Applicable/Not Applicable]
Issuer Maturity par Call Option [Applicable/Not Applicable]
Clean-up Call Option [Applicable/Not Applicable]
Material Concession Event Put Option [Applicable/Not Applicable]
Relevant Event Put Option [Applicable/Not Applicable]
Put Option [Applicable/Not Applicable]
[(further particulars specified below in paragraphs 17 - 24)]
12. Date of [Board] approval for issuance of Notes obtained: [●] [registered with the Companies’ Registry of [Turin] on [●]] [and] [●], respectively
[Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. Fixed Rate Note Provisions [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- [The Notes are subject to the Step Up Option]/[The Notes are not subject to the Step Up Option]
- (i) Rate[(s)] of Interest: [The Initial Rate of Interest is] [●] per cent. per annum [payable] [annually/semi annually/quarterly/monthly] in arrear
- (ii) Interest Payment Date(s): [●] in each year [adjusted in accordance with *[specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"]*]/not adjusted]
- (iii) Fixed Coupon Amount[(s)]: [●] per Calculation Amount
- (iv) Broken Amount(s): [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]
- (v) Day Count Fraction: [Actual/Actual (ICMA)]/[Actual/365]/[Actual/Actual (ISDA)]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]
- (vi) Determination Dates: [[●] in each year (*insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)*)]/[Not Applicable]
14. Floating Rate Note Provisions [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- [The Notes are subject to the Step Up Option]/[The Notes are not subject to the Step Up Option]
- (i) Interest Period(s): [●], subject to adjustment in accordance with the Business Day Convention set out in (v) below/, not subject to any adjustment, as the Business Day Convention in (v) below is specified to be Not Applicable]]
- (ii) Specified Period: [●]
- (Specified Period and Specified Interest Payment Dates are alternatives. A Specified Period, rather than Specified Interest Payment Dates, will only be relevant if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention. Otherwise, insert "Not Applicable")*
- (iii) Specified Interest Payment Dates: [●] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (v) below/, not subject to any adjustment, as the Business Day Convention in (v) below is specified to be Not Applicable]]

(Specified Period and Specified Interest Payment Dates are alternatives. If the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention, insert “Not Applicable”)

- (iv) First Interest Payment Date: [●]
- (v) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/FRN Convention/Floating Rate Convention/Eurodollar Convention] [Not Applicable]
- (vi) Additional Business Centre(s): [Not Applicable/[●]]
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Principal Paying Agent): [[Name] shall be the Calculation Agent]
- (ix) Screen Rate Determination:
 - Reference Rate: [[●] month EURIBOR]
 - Interest Determination Date(s): [●]
 - Relevant Screen Page: [●]
 - Relevant Time: [●]
 - Relevant Financial Centre: [●]
- (x) ISDA Determination:
 - Floating Rate Option: [●]
 - Designated Maturity: [●]
 - Reset Date: [●]
 - ISDA Definitions: [2000/2006]
- (xi) Margin(s): [The Initial Margin is] [+/-][●] per cent. per annum
- (xii) Minimum Rate of Interest: [[●] per cent. per annum] / [Not Applicable]
- (xiii) Maximum Rate of Interest: [[●] per cent. per annum] / [Not Applicable]
- (xiv) Day Count Fraction: [Actual/Actual (ICMA)]/[Actual/365]/[Actual/Actual (ISDA)]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]

15. Zero Coupon Note Provisions [Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Accrual Yield: [●] per cent. per annum
- (ii) Reference Price: [●]
- (iii) Day Count Fraction in relation to Early Redemption Amounts: [Actual/Actual (ICMA)]/[Actual/365]/[Actual/Actual (ISDA)]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]

16. Step Up Option

[Applicable, the Notes constitute Step Up Notes / Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Reference Year(s): [In respect of the Scope 1 and 2 Emissions Event: [●] [and [●]]
[In respect of the Scope 3 Emissions Event: [●] [and [●]]]
- (ii) Step Up Event(s): [Scope 1 and 2 Emissions Event] [and/or] [Scope 3 Emissions Event]
- (iii) Scope 1 and 2 Emissions Percentage Threshold: [●] per cent. [in respect of [specify relevant Reference Year if more than one Reference Year is included]]
- (iv) Scope 3 Emissions Percentage Threshold: [●] per cent. [in respect of [specify relevant Reference Year if more than one Reference Year is included]]
- (v) Step Up Margin(s): [[●] per cent. *per annum* [at the occurrence of a Scope 1 and 2 Emissions Event]]
[[●] per cent. *per annum* [at the occurrence of a Scope 3 Emissions Event]]
[set out additional Step-Up Margins in case of multiple Step-Up Events]
- (vi) Notification Deadline: In relation to any Reporting Year, [120] days after the last day of the relevant Observation Period.

PROVISIONS RELATING TO REDEMPTION

17. Call Option

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub paragraphs of this paragraph)

- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note: [[●] per Calculation Amount]/ [Make-Whole Amount] [in the case of the Optional Redemption Date(s) falling [on [●]/any date from, and including, the Issue Date to but excluding [●]]/ [and] [[●] per Calculation Amount in the period (the “Par Call Period”) from and including [insert date] (the “Par Call Period Commencement Date”) to but excluding [date]] [and [[●] per Calculation Amount] [in the case of the Optional Redemption Date(s) falling [on [●]/in the period from and including [date] to but excluding [date]]]

- (iii) Redemption Margin: [[●] per cent.] [Not Applicable]
(Only applicable to Make-Whole Amount redemption)
- (iv) Reference Bond: [*insert applicable reference bond*] [Not Applicable]
(Only applicable to Make-Whole Amount redemption)
- (v) Reference Dealers: [[●]] [Not Applicable]
(Only applicable to Make-Whole Amount redemption)
- (vi) If redeemable in part:
- (a) Minimum Redemption Amount: [[●] per Calculation Amount] / [Not Applicable]
- (b) Maximum Redemption Amount: [[●] per Calculation Amount] / [Not Applicable]
- (vii) Notice period: [●]
18. Issuer Maturity par Call Option [Applicable/Not Applicable]
(If not applicable, delete the remaining sub paragraphs of this paragraph)
- (i) Optional Redemption Amount(s) of each Note: [●] per Calculation Amount
19. Clean-Up Call Option [Applicable/Not Applicable]
20. Material Concession Event Put Option [Applicable/Not Applicable]
21. Relevant Event Put Option [Applicable/Not Applicable]
22. Put Option [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note: [●] per Calculation Amount
- (iii) Notice period: [●]
23. Final Redemption Amount of each Note [●] per Calculation Amount
24. Early Redemption Amount (Tax) [●] per Calculation Amount
 Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons

GENERAL PROVISIONS APPLICABLE TO THE NOTES

25. Form of Notes:

Bearer Notes:

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]

[Temporary Global Note exchangeable for Definitive Notes on [●] days' notice]

[Permanent Global Note exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]

[In relation to any issue of Notes which are "exchangeable to Definitive Notes" in circumstances other than "in the limited circumstances specified in the Global Note", such Notes may only be issued in denominations equal to or greater than, €100,000 (or equivalent) and multiples thereof.]

26. New Global Note:

[Yes] [No]

27. Additional Financial Centre(s):

[Not Applicable/ [●]]

Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub paragraph 14(v) relates.]

28. Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature):

[Yes] / [No]

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [admission to trading on Euronext Dublin] of the Notes described herein pursuant to the €[●] Euro Medium Term Note Programme of ASTM S.p.A.

Signed on behalf of ASTM S.p.A.:

By: _____
Duly authorized

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing [Euronext Dublin / *other specify* / None]
- (ii) Admission to trading [Application [has been/is expected to be] made to Euronext Dublin by the Issuer (or on its behalf) for the Notes to be admitted to the Official List and to trading on its regulated market with effect from [●.] / [*other specify*] / [Not Applicable.]
- (Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*
- (iii) Estimate of total expenses related to admission to trading [●]

2. RATINGS

Ratings: [Unrated]/[The Notes to be issued [have been / are expected to be] rated:

[S & P: [●]]

[Moody's: [●]]

[Fitch: [●]]

[[Other]: [●]]

The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

[Where the relevant credit rating agency is established in the EEA:]

*[Insert legal name of particular credit rating agency entity providing rating] is established in the EEA and [registered]/[has applied for registration although notification of the corresponding registration decision has not yet been provided by the relevant competent authority]/[is neither registered nor has it applied for registration] under Regulation (EU) No. 1060/2009, as amended (the “**CRA Regulation**”).*

[Where the relevant credit rating agency is not established in the EEA:]

*[Insert legal name of particular credit rating agency entity providing rating] is not established in the EEA [but the rating it has given to the Notes is endorsed by [insert legal name of credit rating agency], which is established in the EEA and registered] / [but is certified] / [and is not certified under nor is the rating it has given to the Notes endorsed by a credit rating agency established in the EEA and registered] under Regulation (EU) No 1060/2009, as amended (the “**CRA Regulation**”).]*

[Insert the following with respect to UK CRA:]

[[Insert legal name of particular credit rating agency entity providing rating] has been certified under Regulation (EU) No. 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the EUWA (the “**UK CRA Regulation**”).] / [[Insert legal name of particular credit rating agency entity providing rating] has not been certified under Regulation (EU) No. 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the EUWA (the “**UK CRA Regulation**”) and the rating it has given to the Notes is not endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation.] / [Insert legal name of particular credit rating agency entity providing rating] is established in the UK and registered under Regulation (EU) No. 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the EUWA (the “**UK CRA Regulation**”). [Insert legal name of particular credit rating agency entity providing rating] appears on the latest update of the list of registered credit rating agencies (as of [insert date of most recent list]) on [FCA].

3. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER]**

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

“Save as discussed in [“*Subscription and Sale*”], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.”]

[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)]

4. **REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS**

Reasons for the offer: [●]

Estimated net proceeds: [●]

4. **[Fixed Rate Notes only – YIELD]**

Indication of yield: [●]

Calculated as on the Issue Date.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

5. **[Floating Rate Notes only – HISTORIC INTEREST RATES]**

Details of historic EURIBOR rates can be obtained from [Reuters].]

6. **OPERATIONAL INFORMATION**

ISIN Code: [●]

Common Code: [●]

[FISN Code:	[●]]
[CFI Code:	[●]]
Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s):	[Not Applicable/ <i>give name(s) and number(s)</i>]
Delivery:	Delivery [against/free of] payment
Names and addresses of initial Principal Paying Agent(s):	[●]
Names and addresses of additional Principal Paying Agent(s) (if any):	[●]
Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/ [No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them, the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

7. DISTRIBUTION

(i) Method of distribution:	[Syndicated/Non-syndicated]
(ii) If syndicated:	[Not Applicable/ <i>give names</i>]
(a) names and addresses of Managers:	
(b) Stabilising Manager(s) (if any):	[Not Applicable/ <i>give name</i>]
(iii) If non-syndicated:	[Not Applicable/ <i>give name</i>]
(a) Name and address of Dealer:	[●]

- (iv) U.S. Selling Restrictions: Reg. S Compliance Category[1/2/3]:
[TEFRA C]
[TEFRA D]
[TEFRA not applicable]

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

Clearing System Accountholders

Each Global Note will be in bearer form. Consequently, in relation to any Tranche of Notes represented by a Global Note, references in the Terms and Conditions of the Notes to “**Noteholder**” are references to the bearer of the relevant Global Note which, for so long as the Global Note is held by a depositary or a common depositary, in the case of a CGN, or a common safekeeper, in the case of an NGN for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, will be that depositary or common depositary or, as the case may be, common safekeeper.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note (each an “**Accountholder**”) must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder’s share of each payment made by the Issuer to the bearer of such Global Note and in relation to all other rights arising under the Global Note. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Note will be determined by the respective rules and procedures of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system from time to time. For so long as the relevant Notes are represented by the Global Note, Accountholders shall have no claim directly against the Issuer in respect of payments due under the Notes and such obligations of the Issuer will be discharged by payment to the bearer of the Global Note.

Exchange of Temporary Global Notes

Whenever any interest in a Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Issuer shall procure:

- (a) in the case of first exchange, the prompt delivery (free of charge to the bearer) of such Permanent Global Note, duly authenticated and, in the case of an NGN, effectuated, to the bearer of the Temporary Global Note; or
- (b) in the case of any subsequent exchange, an increase in the principal amount of such Permanent Global Note in accordance with its terms,

in each case in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and received by the Principal Paying Agent against presentation and (in the case of final exchange) surrender of the Temporary Global Note to or to the order of the Principal Paying Agent within seven days of the bearer requesting such exchange.

Whenever a Temporary Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note to or to the order of the Principal Paying Agent within 30 days of the bearer requesting such exchange.

If:

- (a) a Permanent Global Note has not been delivered or the principal amount thereof increased by 5.00 p.m. (London time) on the seventh day after the bearer of a Temporary Global Note has requested exchange of an interest in the Temporary Global Note for an interest in a Permanent Global Note; or
- (b) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Temporary Global Note has requested exchange of the Temporary Global Note for Definitive Notes; or
- (c) a Temporary Global Note (or any part thereof) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of a Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued

interest thereon has not been made to the bearer of the Temporary Global Note in accordance with the terms of the Temporary Global Note on the due date for payment,

then the Temporary Global Note (including the obligation to deliver a Permanent Global Note or increase the principal amount thereof or deliver Definitive Notes, as the case may be) will become void at 5:00 p.m. (London time) on such seventh day (in the case of (a) above) or at 5:00 p.m. (London time) on such thirtieth day (in the case of (b) above) or at 5.00 p.m. (London time) on such due date (in the case of (c) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under the Trust Deed. Under the Trust Deed, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Temporary Global Note will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Temporary Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Exchange of Permanent Global Notes

Whenever a Permanent Global Note is to be exchanged for Definitive Notes, the Issuer shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Final Terms), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note to or to the order of the Principal Paying Agent within 30 days of the bearer requesting such exchange.

If:

- (a) Definitive Notes have not been delivered by 5.00 p.m. (London time) on the thirtieth day after the bearer of a Permanent Global Note has duly requested exchange of the Permanent Global Note for Definitive Notes; or
- (b) a Permanent Global Note (or any part of it) has become due and payable in accordance with the Terms and Conditions of the Notes or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Permanent Global Note in accordance with the terms of the Permanent Global Note on the due date for payment,

then the Permanent Global Note (including the obligation to deliver Definitive Notes) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under the Trust Deed. Under the Trust Deed, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Permanent Global Note will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Permanent Global Note became void, they had been the holders of Definitive Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.

Conditions applicable to Global Notes

Each Global Note will contain provisions which modify the Terms and Conditions of the Notes as they apply to the Global Note. The following is a summary of certain of those provisions:

Payments: All payments in respect of the Global Note will be made against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of the Global Note to or to the order of any Paying Agent and will be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Note, the Issuer shall procure that in respect of a CGN the payment is noted in a schedule thereto and in respect of an NGN the payment is entered *pro rata* in the records of Euroclear and Clearstream, Luxembourg.

Exercise of put options: In order to exercise either of the options contained in Condition 9(g) (*Redemption and Purchase – Redemption at the option of Noteholders on the occurrence of a Material Concession Put Event*), Condition 9(h) (*Redemption and Purchase – Redemption at the option of Noteholders on the occurrence of a Relevant Event*) and 9(i) (*Redemption and Purchase – Redemption at the Option of Noteholders and Exercise of Noteholders’ Options*) the bearer of the Permanent Global Note must, within the period specified in the Conditions for the deposit of the relevant Note and exercise notice, give written notice of such exercise to the Principal Paying Agent specifying the principal amount of Notes in respect of which the relevant option is being exercised. For so long as interests in the Global Notes are held through the Clearing Systems, the holders of the Global Note shall exercise the rights to give a Material Concession Event Put Option, Relevant Event Put Option or a Put Option in accordance with the rules and procedures of the relevant Clearing System. Following the exercise of any such option, the Issuer shall procure that the nominal amount of the Notes recorded in the records of the relevant Clearing Systems and represented by the Permanent Global Note shall be reduced accordingly.

Partial exercise of call option: The option of the Issuer provided for in Condition 9(c) (*Redemption at the option of the Issuer*) shall be exercised by the Issuer giving notice to the Noteholders and the relevant Clearing Systems (or procuring that such notice is given on its behalf) within the time limits set out in and containing the information required by the Conditions. Following the exercise of any such option, the Issuer shall procure that the nominal amount of the Notes recorded in the records of the relevant Clearing Systems and represented by the Permanent Global Note shall be reduced accordingly. No drawing of Notes will be required under Condition 9(c) (*Redemption at the option of the Issuer*) in the event that the Issuer exercises a call option provided by such condition while the Notes are represented by the Permanent Global Note in respect of less than the aggregate principal amount of Notes outstanding. In such event, the partial redemption will be effected in accordance with the rules and procedures of Euroclear and 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).

Notices: Notwithstanding Condition 19 (*Notices*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system or a common safekeeper, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system and, in any case, such notices shall be deemed to have been given to the Noteholders in accordance with Condition 19 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, except that, for so long as such Notes are admitted to trading on Euronext Dublin and it is a requirement of applicable law or regulations, such notices shall be published in a leading newspaper having general circulation in the Republic of Ireland or published on the website of Euronext Dublin (<https://live.euronext.com/>).

Payment Business Day: Notwithstanding the definition of “Payment Business Day” in Condition 2(a) (*Interpretation*), while all the Notes are represented by a Permanent Global Note (or by a Permanent Global Note and/or a Temporary Global Note) and the Permanent Global Note is (or the Permanent Global Note and/or the Temporary Global Note are) deposited with a depositary or a common depositary for Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, “Payment Business Day” means:

- (a) if the currency of payment is Euro, any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) additional Financial Centre; or
- (b) if the currency of payment is not Euro, any day which is a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre.

USE OF PROCEEDS

The net proceeds of the issue of each tranche of Notes are expected to be applied by the Issuer to meet part of its general financing requirements.

DESCRIPTION OF THE ISSUER

OVERVIEW

Certain corporate and other general information relating to ASTM

ASTM S.p.A. (“ASTM” or the “Issuer”) is a joint stock company limited by shares (*società per azioni*) incorporated under Italian law. Its registered office and principal place of business is at Corso Regina Margherita 165, 10144 Turin, Italy, and it is registered with the Companies’ Register of Turin under number 00488270018, Fiscal Code and VAT Number 00488270018. ASTM may be contacted by telephone on +39 0131879161, by fax on +39 0131879170 and by e-mail at astm@astm.it and by certified electronic mail at astm@legalmail.it. The LEI (*Legal Entity Identifier*) code of ASTM is 8156003F2286CFA55E20.

The website of ASTM is www.astm.it. The information on the website of ASTM does not form part of this Base Prospectus, unless such information is incorporated by reference into this Base Prospectus pursuant to Article 19 of the Prospectus Regulation.

Pursuant to its article of association (*statuto*), ASTM’s term of incorporation shall last until 31 December 2070, subject to extension.

The corporate purpose of ASTM, as provided by its article of association, is: (a) the acquisition of equity interests in limited liability companies; (b) the carrying out – with the exclusion of any activity vis-a-vis the public and in any case in accordance with applicable laws – of financial activities in general, excluding movable property and real estate leasing, factoring, foreign exchange intermediation, services of collection, payment or transfer of funds (including through the issuance of credit cards), granting of consumer credit, even to its shareholders; (c) the administration and management on its own account of typical and atypical securities; (d) provision of administrative, accounting and technical services in general and commercial and advertising consultancy; (e) the granting of endorsements (*avalli*), sureties (*fideiussioni*) and guarantees, including collateral security (*garanzie reali*), in favour of companies or entities in which it holds an equity interest; and (f) the purchase and sale and administration of movable and immovable properties. According to its articles of association, ASTM may also carry out commercial, industrial, securities, real estate and financial transactions which are functionally connected to the implementation of its corporate purpose as identified above, excluding only those activities expressly reserved by law to special categories of entities and those activities pertaining to matters governed by special laws.

As at the date of this Base Prospectus, ASTM has a share capital of €36,788,507.50 divided into 73,577,015 ordinary shares with no nominal value (*senza valore nominale*). The ordinary shares of ASTM were delisted from the *Mercato Telematico Azionario*, the screen-based market of the Italian Stock Exchange, on 4 June 2021 (for further information, see “– *History and developments – Voluntary Tender Offer for ASTM Ordinary Shares and Delisting of the Issuer*” below).

ASTM is a holding company operating in the sectors of motorway management, large infrastructure engineering and construction projects and transport and mobility technology through its subsidiaries (ASTM together with its subsidiaries, the “ASTM Group” or the “Group”).

History and developments

Incorporation and listing of ASTM

ASTM was established on 28 November 1928 for the construction, operation and maintenance of the motorway linking Turin and Milan under the name of Autostrada Torino-Milano S.p.A. (which was then renamed ASTM S.p.A. in January 2013). On 30 November 1929, a ministerial convention authorised the construction and operation of such motorway; on 25 October 1932, following a construction period of 30 months, the motorway linking Turin and Milan was inaugurated.

On 19 June 1969, ASTM was listed on the Turin Stock Exchange and subsequently, on 25 February 1970, also on the Milan Stock Exchange.

In 1977, the Gavio Group (through its holding company Aurelia S.p.A., which is owned by the Gavio Family) entered for the first time in the motorway sector, acquiring a minority participation in Autostrada Torino-

Piacenza. The Gavio Group originated its activities in the logistics/transportation sector where it is still active today as a major operator. In 1984, the Gavio Group bought its first shares in Autostrada Torino-Milano. In the 1998-2005 period, the Gavio Group expanded further in the motorway sector, expanding the network it controlled from 127 km to 1,148 km. In December 2003, the Gavio Group took over the management of Autostrada Torino-Milano when the Torino–Milano concession agreement was transferred to Società Autostrada Torino-Alessandria-Piacenza S.p.A., a fully owned subsidiary.

In 2013 the name of the company Autostrada Torino-Milano was changed into ASTM S.p.A.

Partial demerger and incorporation of SIAS

On 5 February 2002, ASTM transferred a part of its business activities to its newly established subsidiary Società Iniziative Autostradali e Servizi società per azioni (“**SIAS**”) through a partial and proportional demerger (*scissione parziale e proporzionale*). On 1 January 2004, ASTM assigned to its subsidiary Società Autostrada Torino-Alessandria-Piacenza S.p.A. the business unit (*cessione di ramo d’azienda* pursuant to Italian law) which manages, under a concession regime, the Turin-Milan motorway.

Corporate reorganisation

In July 2007, ASTM and SIAS – whose ordinary shares had been listed since 2002 on the *Mercato Telematico Azionario*, the Italian automated screen-based trading system managed by Borsa Italiana S.p.A. – implemented a corporate reorganisation programme in the context of which (i) the majority interests in the motorway subsidiaries originally belonging to ASTM were all assigned to SIAS and (ii) the majority interests in the companies operating in the engineering, planning and infrastructural/maintenance sectors were assigned to ASTM. As a result of the completion of such corporate reorganisation, ASTM controlled SIAS, pursuant to Article 2359, paragraph 1, No. 1, of the Italian Civil Code.

Investment in EcoRodovias Infraestrutura e Logistica S.A.

On 18 December 2015, ASTM and SIAS, on one side, and CR Almeida S.A. Engenharia e Construções (“**CR Almeida**”) and Primav Construções e Comércio S.A. (“**Primav**”), a company entirely owned by CR Almeida on the other side, entered into an agreement for the acquisition of joint control of Primav Infraestrutura S.A. (“**Primav Infraestrutura**”). Pursuant to such agreement, as of 4 May 2016 the following assets and liabilities were contributed in Primav Infraestrutura: (i) 64% of the share capital of EcoRodovias Infraestrutura e Logistica S.A. (“**EcoRodovias**”); (ii) 55% of the share capital of Concessionaria Monotrilho Linha 18 – Bronze S.A. (“**VEM ABC**”); and (iii) indebtedness of approximately BRL 2,571 million as at 31 December 2015, *plus* the interest that had accrued thereon from 1 January 2016 to 4 May 2016.

ASTM and SIAS likewise entered into an investment agreement and a shareholders’ agreement to regulate their respective investments in Primav Infraestrutura carried out through IGLI S.p.A. (“**IGLI**”), a company which was under the joint control (*controllo congiunto*) of ASTM and SIAS, which held 60% and 40%, respectively, of its share capital.

Following completion of Primav Infraestrutura’s reserved capital increase subscribed for by IGLI, the share capital of Primav Infraestrutura was divided into ordinary shares, representing 61.8% of its share capital, and preferred shares, without voting rights, representing 38.2% of its share capital.

ASTM, SIAS and CR Almeida entered into a shareholders’ agreement governing the joint control of Primav Infraestrutura as well as the equity investments held by Primav Infraestrutura in EcoRodovias and VEM ABC (the “**Primav Infraestrutura Shareholders’ Agreement**”). Pursuant to the Primav Infraestrutura Shareholders’ Agreement, ASTM and SIAS, on one side, and CR Almeida, on the other side, had the right to appoint an equal number of directors in all of the above companies.

On 29 March 2017, the Board of Directors of IGLI approved the purchase on the Brazilian stock exchange of ordinary shares of EcoRodovias of an equivalent up to 5% share capital of the company in order to increase the direct and indirect shareholding in EcoRodovias to approximately 49.2 % of its share capital. Between 2017 and 2018 IGLI acquired a total of 27,879,084 EcoRodovias shares, equal to 4.99% of its share capital, which were not syndicated to the Primav Infraestrutura Shareholders’ Agreement.

In addition, in April and May 2017 IGLI, in agreement with Primav, purchased additional preferred shares of EcoRodovias so as to own 100 % of this share class.

Consequently, as at 31 December 2017 IGLI came to hold, directly and indirectly, on a look-through basis 49.21 % of EcoRodovias' share capital.

Partnership Aurelia – Ardian

In 2018, in the context of the execution of a framework agreement (the “**Framework Agreement**”) entered into between the Gavio Group, through Aurelia S.r.l. and Ardian, through Mercure Investment S.à r.l. (“**Mercure Investment**”), a company controlled by Mercure Holding SCA, in turn controlled by the investment funds Ardian Infrastructure Fund IV SCA, SICAR and Ardian Infrastructure Fund IV SCA, SICAR B, both funds managed as General Partner by Ardian Infrastructure IV S.à r.l., the latter being controlled by Ardian S.A.S. Ardian, based in France, is one of the largest European headquartered private equity investment that manages assets in Europe, Asia, and North America. Ardian operates in several sectors including infrastructure, real estate, renewable energy and private debt. As a result of the Framework Agreement, Mercure Investment acquired a minority equity interest in Nuova Argo Finanziaria S.p.A. (“**Nuova Argo**”) equal to 40% of its share capital. This strategic partnership was aimed at strengthening the role and competitiveness of the ASTM Group as global player in the infrastructure sector, focused on growth, international expansion and value creation for all stakeholders. Specifically, the shared strategy oriented the ASTM Group to expand internationally by seizing important opportunities in Europe, Latin America and the United States.

Merger by incorporation of SIAS into ASTM

On 13 June 2019, the Boards of Directors of ASTM and SIAS approved, each to the extent of its respective competence, an integration project to be implemented by way of a merger by incorporation of SIAS into ASTM pursuant to Articles 2501 (*Forme di fusione*) et seq. of the Italian Civil Code (the “**SIAS Merger**”). The main objectives of the SIAS Merger were to: (a) establish an industrial holding company, operating as “one company” listed on the stock exchange market, with specific capabilities in motorway concessions, construction, engineering and technological innovation; (b) shorten the chain of control with respect to the operating companies, according to national and international standard practice and market expectations, simplifying the structure of the ASTM Group, with positive effects on the access to cash flows in the operating companies and ease the access to capital markets; (c) create a new industrial group able to grow in an efficient and competitive manner on domestic and foreign markets, with the possibility of accessing the financial markets in light of the new strategic plan; (d) promote the creation of a single listed issuer that, thanks to its size and liquidity, could become one of the major companies in the Italian stock exchange market; and (e) streamline the Issuer's structure and, consequently, cut down holding costs, further strengthen the industrial synergies and improve operating results.

With the aim of mitigating the dilution effects of the SIAS Merger and offering an exit option to the shareholders of SIAS who did not intend to keep their investment in the company resulting from the SIAS Merger, ASTM launched a partial voluntary tender offer for 11,377,108 ordinary shares of SIAS, equal to 5.00% of SIAS' share capital, for a consideration in cash equal to €17.50 per each SIAS share adhering to the offer (the “**PVTO**”). As a consequence of the PVTO, on 2 August 2019 ASTM acquired 11,376,796 SIAS shares.

The SIAS Merger became effective from a civil law perspective on 31 December 2019 (the “**SIAS Merger Effective Date**”) and from an accounting and tax perspective, retroactively, on 1 January 2019.

As of the SIAS Merger Effective Date, in accordance with Article 2504-bis (*Effetti della fusione*) of the Italian Civil Code, ASTM, in its capacity as incorporating company (*società incorporante*), assumed all rights and obligations (*diritti e obblighi*) of SIAS, continuing all relationships, also procedural (*processuali*), existing prior to the SIAS Merger. Furthermore, the article of association of ASTM were amended, with effect from the SIAS Merger Effective Date, in order to, *inter alia*, include within the corporate purpose also the corporate purpose of SIAS.

For further information on the SIAS Merger and the related transactions, see the section entitled “*Merger by incorporation of SIAS S.p.A. into ASTM S.p.A.*” in the management report included in the audited consolidated financial statements of the Issuer as at 31 December 2019, incorporated by reference into this Base Prospectus (see “*Information incorporated by reference*”, above).

Agreement for the consolidation of IGLI control over EcoRodovias

On 30 July 2020, IGLI, currently a fully held subsidiary of ASTM, together with ASTM, acting as guarantor in respect of IGLI's obligations, signed with Primav, Primav Infraestrutura, Participare - Administração e Participações Ltda and EcoRodovias, a dissociation agreement (the “**EcoRodovias Agreement**”) aimed at reorganising the shareholdings in EcoRodovias and subsequently undertaking a capital increase in EcoRodovias.

As at the date of the EcoRodovias Agreement, IGLI held (a) 50% of the ordinary shares and 100% of preferred shares with no voting rights of Primav Infraestrutura, representing in aggregate 69.1% of Primav Infraestrutura's share capital which, in turn, held 64.1% of EcoRodovias share capital and (b) directly held 4.99% of EcoRodovias outstanding shares. The remaining 50% of shares with voting rights, representing the remaining 30.9% of Primav Infraestrutura's share capital was held by the Almeida family through Primav.

The EcoRodovias Agreement falls within the development and internationalisation process promoted by the ASTM Group. In particular, EcoRodovias is ASTM's strategic platform for developing the ASTM Group business in Brazil and Latin America; the EcoRodovias Agreement is expected to strengthen ASTM's position among the main international infrastructure operators.

The Brazilian concessions sector, in particular in the motorway sector, is undergoing significant development as a result of a major investment programme launched by the Brazilian Federal and State governments. The EcoRodovias share capital increase provides the company the resources to selectively participate, always with the necessary financial discipline, in the calls for tenders planned by the Brazilian government.

The execution of the EcoRodovias Agreement was divided in two main phases.

Phase 1 – Capitalisation and spin-off of Primav Infraestrutura

On 10 March 2021, Primav Infraestrutura resolved a capital increase entirely reserved to IGLI for an amount of BRL 880.9 million (equal to €142.8 million⁽⁴⁾), aimed at the repayment in full of Primav Infraestrutura financial indebtedness.

On 11 March 2021, IGLI and Primav resolved a partial demerger of Primav Infraestrutura (the “**Primav Infraestrutura Demerger**”), as a result of which the latter assigned to IGLI do Brasil Participações Ltda, a Brazilian company wholly owned by IGLI (“**IGLI Brasil**”), a total of 232,504,226 EcoRodovias shares and 135,923,941 shares of Vem ABC.

Following the Primav Infraestrutura Demerger, IGLI no longer holds any shares in Primav Infraestrutura but, through IGLI Brasil, holds the above-mentioned shares in EcoRodovias and Vem ABC. As at the date of this Base Prospectus, Primav Infraestrutura – which holds 105,000,000 shares in EcoRodovias and 73,076,059 shares in Vem ABC – is wholly owned by Primav.

Phase 2 – Capitalisation of EcoRodovias

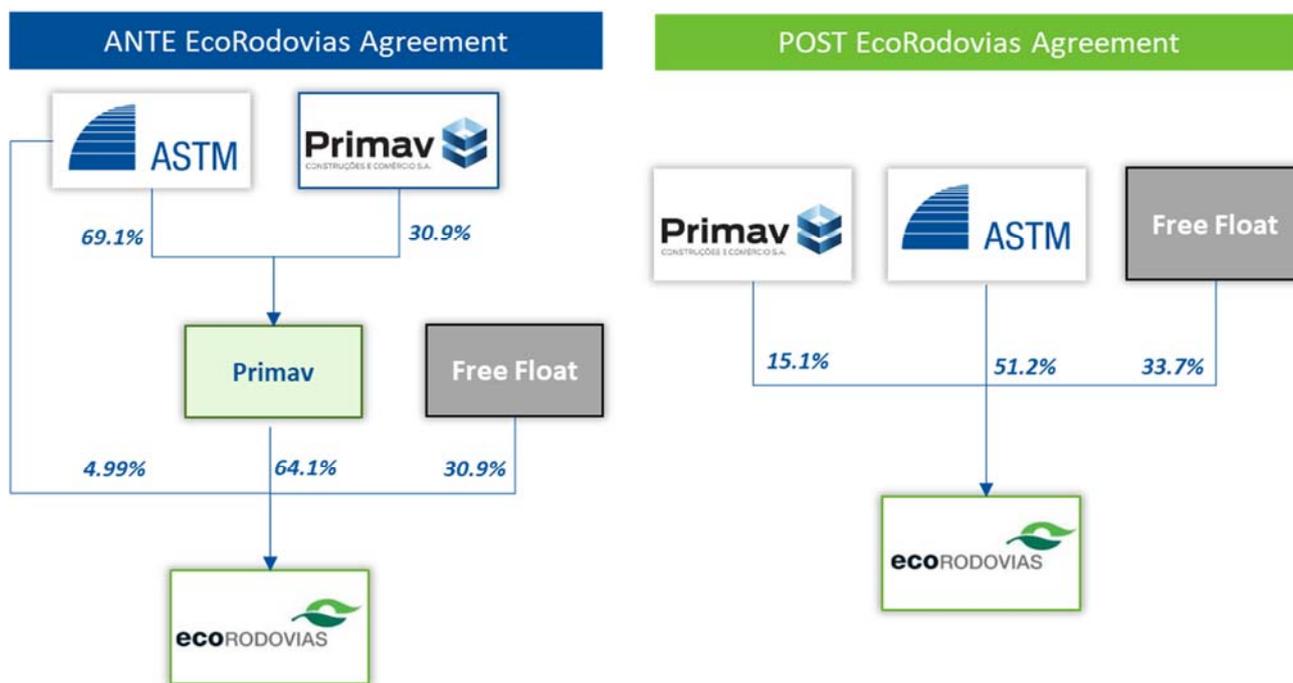
On 9 June 2021, the Board of Directors of EcoRodovias resolved a share capital increase (the “**EcoRodovias Share Capital Increase**”) which was completed on 22 June 2021 through the issue of 137,635,144 new EcoRodovias ordinary shares placed through a “*follow-on public offer with restricted distribution efforts*” at a price of BRL 12.50 per share. In particular, the offer included a primary offer of 137,635,144 newly issued shares and a secondary offer of 20,000,000 shares sold by Primav Infraestrutura.

The share capital increase allowed EcoRodovias to obtain new financial resources totalling around BRL 1.7 billion.

ASTM subscribed the EcoRodovias Share Capital Increase in the amount of approximately BRL 1.2 billion, bringing the stake it indirectly holds in the capital of EcoRodovias to 51.2%.

The structure charts below show the changes in the shareholding structure of EcoRodovias deriving from the EcoRodovias Agreement.

⁴ At the hedged exchange rate of €/Reais 6.168 resulting from the hedging activity performed by IGLI.



Corporate governance

With the Primav Infraestrutura Demerger, the Primav Infraestrutura Shareholders' Agreement was amended in order to maintain the joint control structure of EcoRodovias until the date of the EcoRodovias Share Capital Increase. Upon completion of the EcoRodovias Share Capital Increase, the Primav Infraestrutura Shareholders' Agreement lapsed and is no longer in force.

Taking into account the structure of the Board of Directors of EcoRodovias, whereby the directors appointed by the ASTM Group did not hold the majority of voting rights within the Board of Directors of EcoRodovias, pursuant to IFRS 10 (the international accounting standard which governs rules for the consolidated financial statements), as at 30 June 2021 these voting rights were not substantial and hence did not guarantee ASTM control over EcoRodovias as at such date. Therefore, EcoRodovias was not consolidated on a "line-by-line basis" in the unaudited consolidated interim financial report of the Issuer in respect of the half-year ended 30 June 2021.

On 14 October 2021, the board of directors of EcoRodovias convened an extraordinary shareholders' meeting of the company to be held on 16 November 2021 in order to appoint the new board of directors of EcoRodovias upon which appointment the directors representing the ASTM Group will hold the majority of voting rights within the board of directors of EcoRodovias. For further information in this respect and on the consolidation on a "line-by-line basis" of EcoRodovias in the ASTM consolidated financial statements, see "– Recent developments – Consolidation of EcoRodovias in ASTM's Consolidated Financial Statements".

Voluntary Tender Offer for ASTM Ordinary Shares and Delisting of the Issuer

On 20 February 2021, NAF 2 S.p.A. ("NAF 2"), a joint stock company (*società per azioni*) entirely owned by Nuova Argo, in turn controlled by Aurelia S.r.l., launched, pursuant to and in accordance with Article 102, paragraph 1 of Legislative Decree No. 58 of 24 February 1998, as amended and supplemented (the "Financial Services Act"), a voluntary public tender offer ("Tender Offer") for ASTM ordinary shares with the aim of:

- acquiring all the outstanding ordinary shares of ASTM – after deducting (a) No. 60,449,417 shares held by Nuova Argo (of which 58,501,677 directly and 1,947,740 indirectly through Nuova Codelfa S.p.A.), (b) No. 2,385,650 Shares held by Mercure Investment S.à r.l. and (c) No. 10,741,948 treasury shares held by ASTM – equal to No. 66,937,880 shares, representing 47.638% of ASTM share capital; and

- (ii) obtaining the delisting of ASTM ordinary shares from the *Mercato Telematico Azionario*, the screen-based market of the Italian Stock Exchange organised and managed by Borsa Italiana S.p.A. (the “MTA”).

The Tender Offer was initially launched for a price of €25.60 per share, subsequently increased to €28 per share for a total cash consideration of €1,845,955,776.

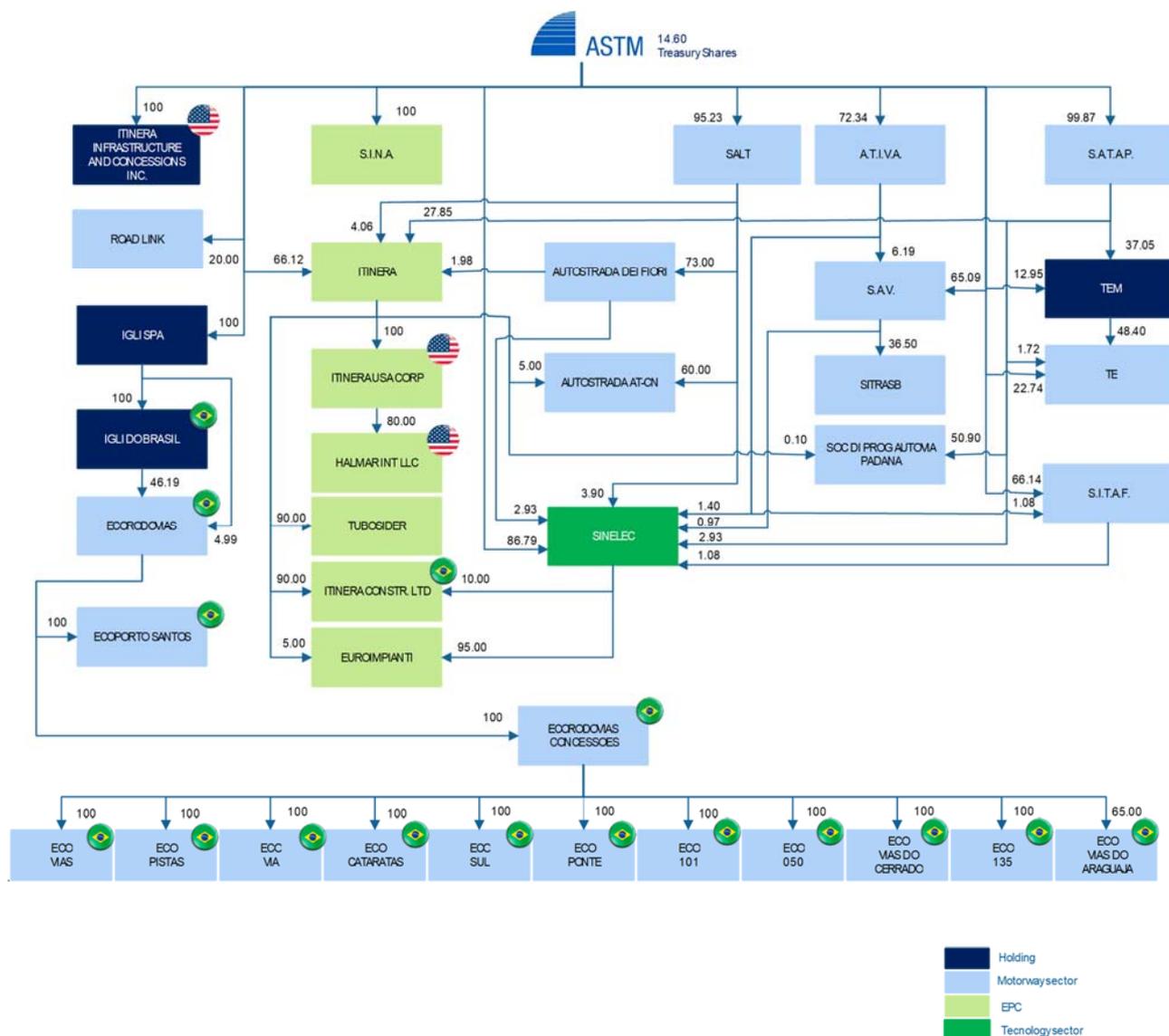
The cash consideration for the Tender Offer and the transaction costs in connection thereto were financed out of the proceeds of a loan granted to NAF 2 by J.P. Morgan Chase Bank N.A., Milan Branch, in its capacity as underwriter, and a pool of banks in their capacity as lenders for an aggregate principal amount of up to €1,930,000,000 pursuant to a financing agreement entered into on 29 March 2021 and amended on 25 May 2021 (the “**NAF 2 Financing Agreement**”) (for further information on the loan granted to NAF 2, see “– *Financial Structure*” and “– *Recent developments – Merger by incorporation of NAF 2 into ASTM*” below).

Following the settlement of the Tender Offer, the purchases made by NAF 2 outside of the Tender Offer and the execution of the squeeze-out and sell-out procedures, Nuova Argo came to hold, directly and indirectly, all outstanding ASTM shares (for further information on ASTM current shareholders, see “– *Shareholders*” below). ASTM ordinary shares were delisted from the MTA as of 4 June 2021 (the “**Delisting**”).

Following the Delisting, the competent corporate bodies of each of NAF 2 and ASTM approved the merger of NAF 2 by incorporation into ASTM pursuant to Article 2501-*bis* (*Fusione a seguito di acquisizione con indebitamento*) of the Italian Civil Code, as envisaged in the offer document prepared in connection with the Tender Offer. For further information, see “– *Recent developments – Merger by incorporation of NAF 2 into ASTM*” below.

ASTM Group

The following diagram includes the principal consolidated subsidiaries of ASTM and the main non-consolidated companies in which ASTM holds, directly and indirectly, an equity interest as at the date of this Base Prospectus.



Business of the ASTM Group

The ASTM Group operates primarily:

- in the **motorway concessions sector** (i) in the North-West of Italy through the companies referred to under “– *Italian Motorway Activities – Overview*” below, and (ii) abroad, in Brazil and in the United Kingdom, through EcoRodovias and its subsidiaries and Road Link Holdings Limited, respectively;
- in the **engineering, procurement and construction (EPC) sector** through Itinera S.p.A. (“Itinera”), a company active in the sector of large infrastructure works (roads, motorways, railways, underground railways, bridges, viaducts, tunnels) and civil and industrial construction (hospitals, shopping centres, airports), and, among others, SINA S.p.A., an engineering company, Halmar International LLC, a construction company based in the metropolitan area of New York and Euroimpianti S.p.A., a company that manages installation projects (for further information, see “– *Engineering, procurement and construction (EPC) sector*”, below); and

- in the **technology sector** through Sinelec S.p.A., a company that specialises in the design, construction and management of advanced systems for safety, mobility information, toll collection and telecommunications (for further information, see “– *Technology sector*”, below).

This structure of operating segments reflects the method of representing information used by the management of ASTM in its internal decision-making processes.

Strategy

ASTM’s strategy was laid out in its 2017-2021 strategic plan approved by its Board of Directors on 19 July 2017 (the “**2017-2021 Strategic Plan**”). The 2017-2021 Strategic Plan, whose main objectives were already achieved by the end of 2020, aimed at enabling the ASTM Group to become one of the most important global players in the motorway concessions sector, through the creation of an integrated business model operating on an international scale, investment in innovation and technology, and through a process of geographic and risk diversification.

The key strategic drivers of the 2017 – 2021 Strategic Plan, which were designed to maximise the creation of value for all stakeholders and the territories in which the Group operates, were:

1. efficiency and simplification;
2. strategic partnerships;
3. growth and internationalisation.

As illustrated in “– *Overview – History and Development*” above, starting from 2017 the ASTM Group undertook significant modifications in its corporate and organisational structures to streamline control, cut costs and improve the financial profile of the ASTM Group. Over the past four years the ASTM Group has increased its profitability and reinforced its capabilities to react well to changes and challenges that it faces in the Italian and international markets. As to the third driver, the ASTM Group has diversified and grown significantly as a result of the expansion of its business in Italy and internationally, particularly in Brazil and the United States.

ASTM in the next years expects to carry on pursuing the above strategic guidelines taking into account that the evolution of the motorway business will be influenced by three main macro-trends:

- cars of the future: the vehicles of the future will be connected, more autonomous and powered by electricity or energy sources that do not emit greenhouse gases;
- technology: infrastructures will need to incorporate more technology (sensors, monitors, internet/cloud technology) to become safer and more efficient;
- sustainability: existing infrastructures and their operators are rapidly adapting their strategies to reduce direct and indirect greenhouse gas emissions; in addition they are pursuing continuous improvement in terms of ethical and governance standards to align with general international standards.

ASTM Group has committed to reduce its direct and indirect emissions of greenhouse gases in line with the Paris Agreement (SBTi approved) and adopted ethical and governance standards that are in line with best in class peers.

ASTM expects to increase the use of technology (“Smart Roads”) to enhance the safety and security of the physical assets it manages, achieve more efficient toll collection and thereby enhance the travel experience of its clients in terms of time and safety as well as costs.

With this in mind the ASTM Group expects to focus on:

- operational excellence to improve efficiency and margins;
- implementation, management and maintenance of innovation and technology;
- placing sustainability/ESG at the center of its business; and
- financial discipline, to enhance the value of the ASTM Group for all stakeholders.

Revenues and key financial and operating data

In 2020, the ASTM Group total turnover⁽²⁾ equalled €2,004.7 million and its profits for the period equalled €143.7 million.

The following table provides a breakdown of the ASTM Group Total turnover⁽²⁾ by area of activity for the years ended 31 December 2020 and 2019.

	Audited			
	Year ended 31 December			
	2020⁽¹⁾		2019⁽¹⁾	
	<i>€ in millions</i>	<i>% of Group revenues⁽²⁾</i>	<i>€ in millions</i>	<i>% of Group revenues⁽²⁾</i>
Motorway sector revenue – operating activities ⁽³⁾ , of which:	969.5	48.4%	1,155.4	55.6%
<i>Net toll revenues</i>	949.0	47.3%	1,123.7	54.1%
<i>Royalties from service areas⁽⁴⁾</i>	20.4	1.0%	31.7	1.5%
EPC activities ⁽⁵⁾	951.5	47.5%	813.3	39.2%
Technological activities ⁽⁶⁾	16.4	0.8%	23.2	1.1%
Other revenues ⁽⁷⁾	67.3	3.4%	84.3	4.1%
Total turnover	2,004.7	100.0%	2,076.2	100.0%

- (1) *The data provided in this table do not include on a “line-by-line” basis (i) the revenues generated by Società Italiana per il Traforo Autostradale del Fréjus S.p.A., which is consolidated on a “line-by-line basis” in the ASTM consolidated financial statements as of 1 April 2021; and (ii) the revenues generated by EcoRodovias, which is expected to be consolidated on a “line-by-line basis” in the ASTM consolidated financial statements as of 1 December 2021. For further information, see, respectively “- Motorway Sector – Italian motorway activities – Italian Motorway Subsidiaries – Società Italiana per il Traforo Autostradale del Fréjus S.p.A.” and “- Recent Developments – Consolidation of EcoRodovias in ASTM consolidated financial statements” below.*
- (2) *With regards to motorway concession holders, IFRIC 12 provides for full recognition of revenue and costs for “construction activity” concerning non-compensated revertible assets. Therefore, the ASTM Group revenues presented here exclude the revenue portion of such non-compensated revertible assets, which are presented in the financial statements as revenues from “motorway sector – planning and construction activities” and “EPC sector – planning and construction activities”.*
- (3) *Law Decree 78/2009, converted into Law 102/2009, has replaced the premium (“sovrapprezzo”) with an extra fee (“sovraccanone”) with effect from 5 August 2009. The method used to calculate the amounts to be paid to ANAS S.p.A. / Ministry of Sustainable Infrastructure and Mobility are unchanged. Therefore, the revenues from motorway tolls are shown net of the extra fee which, being a concession fee, has been classified as “other management costs”. Article 15, paragraph 4 of Law Decree 78/2010 has introduced a further increase of the abovementioned “sovraccanone” (for further information, see “Regulatory – Mechanism and Procedure for the annual adjustment of the Tariffs”).*
- (4) *“Royalties from service areas” mainly refers to tolls on the service areas of sub-concessions.*
- (5) *“EPC activities” refers to the aggregate amount of the production in favour of third parties not belonging to the ASTM Group executed by subsidiaries which operate in the construction industry.*
- (6) *“Technological activities” refers to the aggregate amount of the production in favour of third parties not belonging to the ASTM Group executed by subsidiaries which operate in the technology industry.*
- (7) *“Other revenues” mainly refers to compensations for damages, recovery of expenses, revenues for works executed on behalf of third parties, contributions during the fiscal year and the quota of the revenues due to the discounting of the debt with the Fondo Centrale di Garanzia.*

ASTM Group Revenues / Turnover

<i>(€ in millions)</i>	Year ended 31 December	
	2020⁽¹⁾	2019⁽¹⁾
Revenues	2,482.3	2,444.9
Fees and surcharges to pay to ANAS	(76.1)	(85.7)
Revenues from construction activities related to non-compensated revertible assets.....	(401.5)	(283.0)
Turnover	2,004.7	2,076.2

	Year ended 31 December	
	2020	2019
<i>(€ in millions, except EBITDA margin and Net financial indebtedness/EBITDA)</i>		
Turnover⁽²⁾	2,004.7	2,076.2
<i>of which net toll revenues</i>	949.0	1,123.7
EBITDA	547.8	792.4
EBITDA margin⁽³⁾	27.3%	38.2%
Net result attributable to the Group's Shareholders	108.8	76.3
Net financial indebtedness	(848.5)	(1,352.2)
Net financial indebtedness/EBITDA	1.5x	1.7x
Operating cash flows	370.9	614.3
Motorway sector capex	392.2	265.3

(1) The data provided in this table do not include on a "line-by-line" basis (i) data of Società Italiana per il Traforo Autostradale del Fréjus S.p.A., which is consolidated on a "line-by-line basis" in the ASTM consolidated financial statements as of 1 April 2021; and (ii) data of EcoRodovias, which is expected to be consolidated on a "line-by-line basis" in the ASTM consolidated financial statements as of 1 December 2021. For further information, see, respectively "- Motorway Sector – Italian motorway activities – Italian Motorway Subsidiaries – Società Italiana per il Traforo Autostradale del Fréjus S.p.A." and "- Recent Developments – Consolidation of EcoRodovias in ASTM Consolidated Financial Statements" below.

(2) Turnover is calculated excluding "Fees and surcharges to pay to ANAS", "Revenues from construction activities related to non-compensated revertible assets".

(3) EBITDA margin is calculated as EBITDA divided by Turnover.

The tables below provide a breakdown of, respectively, the ASTM Group EBITDA and the ASTM Group net financial indebtedness for the years ended 31 December 2020 and 2019.

ASTM Group EBITDA

	Year ended 31 December	
	2020 ⁽¹⁾	2019 ⁽¹⁾
<i>(€ in millions)</i>		
Profit for the year	143.7	169.9
Income taxes	24.9	88.1
Loss/(Profit) of equity method investments	56.3	90.5
Financial expenses	87.1	79.2
Financial income	(18.7)	(39.0)
Amortization/depreciation and provisions	254.4	403.7
EBITDA	547.8	792.4

	Year ended 31 December	
	2020 ⁽¹⁾	2019 ⁽¹⁾
<i>(€ in millions)</i>		
Motorway Sector	534.9	757.0
EPC Sector	21.0	45.2
Technology Sector	15.8	12.6
Services (Holdings) and eliminations	(23.9)	(22.4)
EBITDA	547.8	792.4

ASTM Group Net financial indebtedness

	Year ended 31 December	
	2020 ⁽¹⁾	2019 ⁽¹⁾
<i>(€ in millions)</i>		
Cash and cash equivalents	879.0	1,197.5
Financial receivables ⁽²⁾	1,133.2	574.2
Current financial liabilities ⁽³⁾	(740.8)	(1,065.7)
Net cash / (debt) – current portion	1,271.4	706.0
Non current financial liabilities	(2,119.9)	(2,058.2)
Net financial indebtedness	(848.5)	(1,352.2)

(1) The data provided in the tables above do not include on a "line-by-line" basis (i) data of Società Italiana per il Traforo Autostradale del Fréjus S.p.A., which is consolidated on a "line-by-line basis" in the ASTM consolidated financial statements as of 1 April 2021; and (ii) data of EcoRodovias, which is expected to be consolidated on a "line-by-line basis" in the ASTM consolidated financial statements as of 1 December 2021. For further information, see, respectively "- Motorway Sector – Italian motorway activities – Italian Motorway Subsidiaries – Società Italiana per il Traforo Autostradale del Fréjus S.p.A." and "- Recent Developments – Consolidation of EcoRodovias in ASTM consolidated financial statements" below.

- (2) Includes current financial receivables and insurance policies, which are included within other non-current financial assets on the balance sheet. The insurance policies represent a temporary investment of excess liquidity and expire beyond one year; however, the agreements include an option which allows for the investment to be converted in cash in the short term.
- (3) Includes bank debt, hedging derivatives and other financial liabilities.

Pro forma Revenues and key financial and operating data

The tables below provide proforma key performance indicators derived from the Unaudited Pro Forma Consolidated Financial Information. For further information on the Unaudited Pro Forma Consolidated Financial Information, see “Annex A – Unaudited Pro Forma Consolidated Financial Information”.

The following table provides a breakdown of the ASTM Group total Turnover pro-forma by area of activity for the year ended 31 December 2020 and for the six months ended 30 June 2021.

	Unaudited Pro-forma			
	6-month period ended 30 June 2021		12-month period ended 31 December 2020	
	€ in millions	% of Group revenues	€ in millions	% of Group revenues
Motorway sector revenue – operating activities, of which:	807.8	55.6%	1,577.2	57.7%
Net toll revenues.....	790.5	54.4%	1,541.4	56.4%
Royalties from service areas	17.3	1.2%	35.8	1.3%
EPC activities.....	532.4	36.6%	964.8	35.3%
Technological activities.....	13.1	0.9%	26.4	1.0%
Other revenues	100.6	6.9%	165	6.0%
Total turnover – pro-forma	1,453.9	100.0%	2,733.4	100.0%

ASTM Group pro-forma revenues / Pro-forma Turnover

	Unaudited Pro-forma	
	6-month period ended 30 June 2021	12-month period ended 31 December 2020
<i>(€ in millions)</i>		
Pro-forma Revenues	1,852.3	3,425.7
Fees and surcharges to pay to ANAS	(40.8)	(78.6)
Revenues from construction activities related to non-compensated revertible assets.	(357.6)	(613.7)
Pro-forma Turnover	1,453.9	2,733.4

	Unaudited Pro-forma	
	6-month period ended 30 June 2021	12-month period ended 31 December 2020
<i>(€ in millions, except EBITDA margin)</i>		
Pro-forma Turnover	1,453.90	2,733.40
<i>of which net toll revenues</i>	790.5	1,541.40
EBITDA.....	506.2	915.8
EBITDA margin	34.80%	33.50%
Net result attributable to the Group’s Shareholders.....	69.0	81.5
Net financial indebtedness.....	(4,321.6)	n.a.

The table below provides a breakdown of the ASTM Group Pro-forma EBITDA for the year ended 31 December 2020 and for the six months ended 30 June 2021.

ASTM Group Pro-forma EBITDA

	Unaudited Pro-forma	
	6-month period ended	12-month period ended
	30 June 2021	31 December 2020
<i>(€ in millions)</i>		
Profit for the year	112.4	88.2
Profit (loss) for assets held for sale net of taxes (Discontinued Operations)	-	1.0
Income taxes	67.0	114.8
Loss/(Profit) of equity method investments	7.5	18.4
Financial expenses	146.5	334.2
Financial income	(25.2)	(34.9)
Amortization/depreciation and provisions	198.0	394.1
Pro-forma EBITDA	506.2	915.8

The tables below provide a breakdown of, respectively, the ASTM Group Pro-forma Net financial indebtedness and Pro-forma Financial indebtedness – ESMA as at 30 June 2021.

ASTM Group Pro-forma NET DEBT and Pro-forma Financial indebtedness – ESMA

	Unaudited Pro-forma
	30 June 2021
<i>(€ in millions)</i>	
Cash and cash equivalents	1,206.7
Financial receivables	1,350.0
Current financial liabilities	(3,166.8)
Net cash / (debt) – current portion	(610.1)
Non current financial liabilities	(3,711.5)
Net financial indebtedness	(4,321.6)

	Unaudited Pro-forma
	30 June 2021
<i>(€ in millions)</i>	
Liquidity	2,556.7
Short-term borrowings	(3,166.8)
Net short-term borrowings	(610.1)
Net non-current financial indebtedness	(4,601.1)
Total financial indebtedness – ESMA⁽¹⁾	(5,211.2)

(1) Calculated in accordance with the “Guidelines on disclosure requirements under the prospectus regulation” issued by ESMA in March 2021. It differs from “Net financial indebtedness” due to the inclusion in “Net non-current financial indebtedness” of the discount payable to ANAS - Fondo Centrale di Garanzia (Central Insurance Fund) for € 658.8 million and other long term payables for € 230.8 million.

Unaudited 2019 Perimeter Information

The table below provides for the Unaudited 2019 Perimeter Information which gives full period effect to (a) the SITAF Consolidation, as if it was effective from 1 January 2019 and (b) the EcoRodovias Consolidation, as if it was effective from 1 January 2019. For further information on the Unaudited 2019 Perimeter Information, see “Unaudited 2019 Perimeter Information” starting on page (ix) of this Base Prospectus.

Unaudited 2019 Perimeter Information

<i>(€ in thousands)</i>	ASTM 31 December 2019	EcoRodovias 2019 Income Statements	SITAF 2019 Income Statements	ASTM Aggregated Data 31 December 2019
Turnover				
Motorway sector - operating activities	1,155,380	630,058	144,516	1,929,954
EPC sector	813,349	-	13,542	826,891
Technology sector	23,154	-	14,358	37,512
Other	84,349	51,329	45,567	181,245
Total Turnover⁽¹⁾	2,076,232	681,387	217,983	2,975,602
Total Operating Costs⁽²⁾	(1,283,833)	(372,511)	(93,094)	(1,749,438)
EBITDA	792,399	308,876	124,889	1,226,164

(1) Turnover is calculated as Revenues excluding “Fees and surcharges to pay to ANAS” and “Revenues from construction activities related to non-compensated revertible assets”.

(2) Operating Costs are calculated as Operating Costs excluding “Fees and surcharges to pay to ANAS” and “Costs from construction activities related to non-compensated revertible assets”.

MOTORWAY SECTOR

Introduction

The ASTM Group is one of the main international players in the toll motorway management sector. As at the date of this Base Prospectus, the ASTM Group manages a motorway network of approximately 5,400 kilometres in Italy, in Brazil and in the United Kingdom.

- **Italy:** the ASTM Group is the second largest operator in Italy operating approximately 24% of the total motorway concessions. The ASTM Group operations are concentrated in the North-West of Italy, where it is the main operator, with approximately 1,423 kilometres of network under concession.
- **Brazil:** through EcoRodovias, one of the largest players in the infrastructure sector in Brazil, the ASTM Group manages approximately 3,892 kilometres of motorways.
- **United Kingdom:** through the shareholding in Road Link Holdings Limited, the ASTM Group manages approximately 84 kilometres of motorways in the United Kingdom, between Newcastle and Carlisle.

Italian motorway activities – Overview

As at 31 December 2020, Italian toll motorways, including tunnels, bridges and viaducts (the “**Italian Toll Motorway Network**”) consisted of 6,004 kilometres of toll motorways operated by motorway concessionaires.

ASTM currently manages – through its consolidated subsidiaries and other companies in which it holds an equity interest – a total of 1,422.7 kilometres of the Italian Toll Motorway Network (constituting approximately 23.6% of the Italian Toll Motorway Network as at 31 December 2020), while the remaining 4,577.7 kilometres are managed by other motorway concessionaires (*source: AISCAT – Associazione Italiana Società Concessionarie Autostrade e Trafori and ASTM Group internal data*).

The ASTM Group operates in the North-West Italian area (namely, Piemonte, Valle d’Aosta, Lombardia, Liguria, Toscana and Emilia-Romagna) which is the heart of the Italian industrial triangle, close to key international motorway interconnections, such as T1 (Montebianco Tunnel), T2 (Gran San Bernardo Tunnel) and the T4 (Fréjus Tunnel) and which serves as a hub to Central Europe in terms of transport and logistics and boasts many world famous tourist areas. For a brief discussion of competition between the ASTM Group and third-party toll roads and State-run motorways, as well as alternative modes of transportation, see “- *Competition – Motorway Sector – Competition in Italy*”, below.



In particular, in Italy, ASTM operates the toll motorway business in the north-west part of the country through the following consolidated subsidiaries: Società Autostrada Torino-Alessandria-Piacenza S.p.A., Società Autostrada Ligure Toscana p.A., Società Autostrade Valdostane S.p.A., Autostrada dei Fiori S.p.A., Autostrada Asti-Cuneo S.p.A., Società di Progetto Autovia Padana S.p.A., Autostrada Torino Ivrea Valle d’Aosta S.p.A.⁽⁵⁾ and Società Italiana per il Traforo Autostradale del Fréjus S.p.A.⁽⁶⁾ (each an “**Italian Motorway Subsidiary**” and, together, the “**Italian Motorway Subsidiaries**”). Also, in line with its risk management policy, ASTM does not manage concessions directly, rather it participates in concession tenders and operate the concessions through separate companies, under specific concession agreements. This approach also ensures that each concession company has its own management structure interacting directly with the grantors and the other competent authorities.

The right to construct, operate and maintain the relevant motorway stretch and the related tariff system (from which, *inter alia*, the revenues of the Italian Motorway Subsidiaries derive) are regulated in accordance with Italian law and the relevant concessions granted (each, an “**Italian Motorway Concession**” and, collectively, the “**Italian Motorway Concessions**”). Each Italian Motorway Subsidiary is required by the terms of the relevant Italian Motorway Concession and applicable laws and regulations to, *inter alia*, make capital investments (such as increasing the number of lanes on a motorway section or upgrading a motorway) pursuant to an investment plan from time to time approved by the competent authority. See also “*Regulatory – Italian Motorway Business*” below.

Except as specified below, all of the Italian Motorway Concessions held by the Italian Motorway Subsidiaries are set to expire between November 2021 and December 2050. In addition, Autostrada Torino Ivrea Valle d’Aosta S.p.A. manages the A5-A55 Turin-Ivrea-Quincinetto motorway section, the Ivrea-Santhià motorway section and the Turin Ring Road Motorway System (*Sistema Autostradale Tangenziale Torinese*) in a *prorogatio* regime⁽⁷⁾ following the expiry on 31 August 2016 of the relevant Italian Motorway Concession, Società Autostrada Torino-Alessandria-Piacenza S.p.A. manages the A21 Torino-Alessandria-Piacenza motorway section in a *prorogatio* regime following the expiry on 30 June 2017 of the relevant Italian Motorway Concession and Società Autostrada Ligure Toscana p.A. manages the A12 Sestri Levante-Livorno, A11 Viareggio-Lucca and A15 Fornola-La Spezia motorway sections in a *prorogatio* regime following the expiry on 31 July 2019 of the relevant Italian Motorway Concession (for further information, see “– *Italian Motorway Activities – Italian Motorway Subsidiaries*” below).

The table below sets forth a list of all the Italian Motorway Concessions held by the Italian Motorway Subsidiaries and all the motorway concessions held by the other companies in which, as at the date of this Base

⁽⁵⁾ Pursuant to the agreement entered into on 14 November 2019 by ASTM, SIAS and Mattioda Autostrade S.p.A., the ASTM Group has acquired the control of Autostrada Torino Ivrea Valle d’Aosta S.p.A. For further information, see “– Motorway Activities – Italian Motorway Subsidiaries” below.

⁽⁶⁾ In 2020, ASTM was awarded the public tender for the acquisition of a 19.347% equity interest in the share capital of Società Italiana per il Traforo Autostradale del Fréjus S.p.A., coming to hold a 67.22%, direct and indirect, shareholding. For further information, see “– Motorway Activities – Italian Motorway Subsidiaries” below.

⁽⁷⁾ A *prorogatio* regime is the “extended” activity of a concessionaire which continues to operate, even though the tenor of the concession has expired, due to the non-renewal or delayed renewal by the grantor.

Prospectus, ASTM holds, either directly or indirectly, an equity interest, also indicating their original expiry date.

Motorway Company	Motorway stretch	Original expiry date of the concession
<u>Italian Motorway Subsidiaries</u>		
SATAP S.p.A.	Turin-Milan	31 December 2026
SATAP S.p.A.	Turin-Alessandria-Piacenza	30 June 2017 ⁽¹⁾
SAV S.p.A.	Quincinetto-Aosta	31 December 2032
SALT S.p.A.	Sestri Levante-Livorno, Viareggio-Lucca and Fornola-La Spezia	31 July 2019 ⁽¹⁾⁽²⁾
SALT S.p.A.	La Spezia-Parma (and road link with Autostrada del Brennero)	31 December 2031
ADF S.p.A.	Savona-Ventimiglia	30 November 2021 ⁽²⁾
ADF S.p.A.	Turin – Savona	31 December 2038
Asti-Cuneo S.p.A.	Asti-Cuneo	31 December 2031
Società di Progetto Autovia Padana S.p.A.	Piacenza-Cremona-Brescia	28 February 2043
ATIVA S.p.A.	Tangenziale di Torino (Turin bypass), Turin-Quincinetto, Ivrea-Santhià and Turin-Pinerolo	31 August 2016 ⁽¹⁾
SITAF S.p.A.	Turin-Bardonecchia, Fréjus Tunnel	31 December 2050
<u>Non consolidated companies in which ASTM holds an equity interest</u>		
Sitrasb S.p.A.	Trafo Gran San Bernardo (Great St Bernard Tunnel)	31 December 2034
Tangenziale Esterna S.p.A.	Tangenziale Est Esterna di Milano (Milan Outer Ring Road)	30 April 2065

(1) The management of such motorway section is in prorogatio regime until the effectiveness of the handover process to the new concessionaire.

(2) The concession of such motorway stretches has been awarded to Itinera and the expected duration for such concession is 11.5 years from the date on which the concession will become effective. As at the date of this Base Prospectus the award is not yet effective. For further information see “Description of the Issuer – Motorway Sector – Italian Motorway Activities - Società Autostrada Ligure Toscana p.a. – A12 (Sestri Levante – Livorno) / A11 (Viareggio – Lucca) / A15 (Fornola – La Spezia) stretches” below.

The table below sets forth, by concessionaire, a list of the toll motorways managed by the ASTM Group in Italy (the “ASTM Group Italian Network”) and toll motorways managed by other companies in which, as at the

date of this Base Prospectus, ASTM holds, either directly or indirectly, an equity interest and the length of each of these motorways in operation and under construction.

Company	Stretch	Kilometres			
		In operation	Under construction	% of km under motorway concession ⁽¹⁾	
SATAP	A4	Turin – Milan	130.3	-	2.2%
	A21	Turin – Alessandria – Piacenza ⁽²⁾	167.7	-	2.8%
SAV	A5	Quincinetto – Aosta.....	59.5	-	1.0%
		Sestri Levante – Livorno, Viareggio – Lucca and			
SALT	A12	Fornola – La Spezia ⁽³⁾	154.9	-	2.6%
		La Spezia – Parma (and road link with Autostrada del			
	A15	Brennero)	101.0	81.0 ⁽⁵⁾	1.7%
ADF	A10	Savona – Ventimiglia	113.2	-	1.9%
	A6	Turin – Savona	130.9	-	2.2%
AT-CN	A33	Asti – Cuneo	55.0	23.0	0.9%
Autovia Padana	A21	Piacenza – Cremona – Brescia	100.1	11.5	1.7%
		Tangenziale di Torino (Turin bypass), Turin –			
ATIVA	A5-A55	Quincinetto, Ivrea – Santhià and Turin-Pinerolo ⁽⁴⁾	155.8	-	2.6%
SITAF	A32	Turin – Bardonecchia	81.1	-	1.4%
	T4	Fréjus Tunnel	12.9	-	0.2%
Total ASTM Group Italian Network			1,262.4	115.5	21.5%
		Trafofo Gran San Bernardo (Great St Bernard			
SITRASB	T2	Tunnel).....	12.8	-	0.2%
		Tangenziale Est Esterna di Milano (Milan Outer Ring			
TE	A58	Road).....	32.0	-	0.5%
Total managed by non-consolidated companies in which the ASTM Group holds an equity interest			44.8	-	0.8%
Total			1,307.2	115.5	22.2%

(1) Only kilometers in operation.

(2) Following the expiry on 30 June 2017 of the relevant Italian Motorway Concession, SATAP manages the A21 Torino-Alessandria-Piacenza motorway section in a prorogatio regime.

(3) Following the expiry on 31 July 2019 of the relevant Italian Motorway Concession, SALT manages the A12 Sestri Levante – Livorno, Viareggio-Lucca, Fornola-La Spezia motorway section in a prorogatio regime.

(4) Following the expiry on 31 August 2016 of the relevant Italian Motorway Concession, ATIVA manages the Turin-Ivrea-Quincinetto motorway section, the Ivrea-Santhià, motorway section and the Turin Ring Road Motorway System (Sistema Autostradale Tangenziale Torinese) in a prorogatio regime.

(5) The current Economic Financial Plan does not provide for the completion of the motorway link to Nogarole Rocca (81 km) but only the completion of a first functional lot at Trecasali-Terre Verdiane of approximately 12 km.

Source: AISCAT — Associazione Italiana Società Concessionarie Autostrade e Trafori (“AISCAT 12/2020”) and ASTM Group’s internal data

The table below sets forth the net toll revenues of each Italian Motorway Subsidiary for the years ended 31 December 2020 and 2019.

Company ⁽¹⁾⁽²⁾	Motorway	Year ended 31 December	
		2020	2019
		(€ in millions)	
SATAP	A4 Turin - Milan.....	202.9	275.5
SATAP	A21 Turin - Alessandria - Piacenza	136.4	178.1
	A12 Sestri Levante - Livorno, A11 Viareggio - Lucca, A15 Fornola -		
SALT	La Spezia	140.5	188.7
SALT	A15 Parma - La Spezia	80	102.8
SAV	A5 Quincinetto - Aosta	51	69.4
ADF	A10 Savona - Ventimiglia.....	117.3	157.9
ADF	A6 Turin - Savona.....	56.3	70.3
AT CN	A33 Asti - Cuneo	15.6	19.9
Autovia Padana	A21 Piacenza - Cremona - Brescia	49.6	61.1
	Total like-for-like	849.8	1,123.7
ATIVA	A55 Turin, Ring Road, Turin-Pinerolo, A5 Turin Quincinetto and		
	Ivrea-Santhià.....	99.2	-
	Total	949.0	1,123.7

(1) The table does not include 2019 data related to ATIVA whose control was acquired by the ASTM Group pursuant to the agreement entered into on 14 November 2019 by ASTM, SIAS and Mattioda Autostrade S.p.A. For further information, see “– Motorway Activities – Italian Motorway Activities – Italian Motorway Subsidiaries” below.

(2) The data provided in this table do not include the revenues generated by Società Italiana per il Traforo Autostradale del Fréjus S.p.A., which is consolidated on a “line-by-line basis” in the ASTM consolidated financial statements as of 1 April 2021.

The table below sets forth the EBITDA of each Italian Motorway Subsidiary for the years ended 31 December 2020 and 2019.

Company ⁽¹⁾⁽²⁾	Motorway	Year ended 31 December	
		2020	2019
		(€ in millions)	
SATAP	A4 Turin - Milan.....	149.9	219.9
SATAP	A21 Turin - Alessandria - Piacenza	87.2	132.9
	A12 Sestri Levante - Livorno, A11 Viareggio - Lucca, A15 Fornola -		
SALT	La Spezia	71.7	123.3
SALT	A15 Parma - La Spezia	43.2	65.8
SAV	A5 Quincinetto - Aosta	28.5	45.9
ADF	A10 Savona - Ventimiglia.....	63.1	102.2
ADF	A6 Turin - Savona.....	27.2	34.6
AT CN	A33 Asti - Cuneo	(1.4)	2.7
Autovia Padana	A21 Piacenza - Cremona - Brescia	17.0	29.7
	Total like-for-like	486.5	757.0
ATIVA	A55 Turin, Ring Road, Turin-Pinerolo, A5 Turin Quincinetto and		
	Ivrea-Santhià.....	48.4	-
	Total	534.9	757.0

(1) The table does not include 2019 data related to ATIVA whose control was acquired by the ASTM Group pursuant to the agreement entered into on 14 November 2019 by ASTM, SIAS and Mattioda Autostrade S.p.A. For further information, see “– Motorway Activities – Italian Motorway Activities – Italian Motorway Subsidiaries” below.

(2) The data provided in this table do not include the EBITDA generated by Società Italiana per il Traforo Autostradale del Fréjus S.p.A., which is consolidated on a “line-by-line basis” in the ASTM consolidated financial statements as of 1 April 2021.

Italian motorway activities – Italian Motorway Subsidiaries

- **Società Autostrada Torino-Alessandria-Piacenza S.p.A.**

Autostrada Torino-Alessandria-Piacenza S.p.A. (“SATAP”) is a joint stock company limited by shares (*società per azioni*) incorporated under Italian law on 29 July 1970. Its registered office is at Via Bonzanigo 22, 10144, Turin, Italy, and it is registered with the Companies’ Register of Turin under number 00486040017, Fiscal Code and VAT Number 00486040017.

Pursuant to its article of association, SATAP’s term of incorporation shall last until 31 December 2070, subject to extension by resolution of the shareholders’ meeting.

A21 stretch

SATAP is, under a *prorogatio* regime, the concessionaire of the Ministry of Sustainable Infrastructure and Mobility (*Ministro delle Infrastrutture e Mobilità Sostenibili*) (the “MIMS”)⁽⁸⁾ for the construction, management and operation of the A21 Turin-Alessandria-Piacenza motorway and for certain other works linking it to the external roadways. Following expiry of such Italian Motorway Concession on 30 June 2017, the MIT (currently MIMS) requested SATAP to continue to manage the A21 Turin-Alessandria-Piacenza motorway under the terms and conditions of the original concession agreement until the take-over of the concession by the incoming concessionaire, so as to ensure continuity in the provision of motorway services.

On 20 September 2019, the MIT published the European invitation to tender for the selection of the new concessionaire for the management of the A21 Turin-Alessandria-Piacenza motorway, the A5 Turin-Ivrea-Quincinetto motorway, the A4/A5 Ivrea-Santhià link road, the Turin-Pinerolo branch road and the Turin Ring Road Motorway System (*Sistema Autostradale Tangenziale Torinese*), as well as, with respect to safety measures for the existing infrastructure, the planning, construction and management of the existing infrastructure.

After having submitted its tender documentation, in the prequalification phase the ASTM Group was notified that its Temporary Consortium of Companies (“*Associazione temporanea di imprese - ATI*”) led by Società Autostrada Ligure Toscana p.A. (the “ATI SALT”) did not meet the requirements for participating in the tender because the leading company (*mandataria*) of the ATI SALT did not possess the so-called *SOA* (*Società Organismi di Attestazione*) certificate awarded to construction companies. In response to this, the ASTM Group has submitted a claim to the competent Regional Administrative Court (*Tribunale Amministrativo Regionale - TAR*) of Lazio and the MIMS agreed to admit the ASTM Group to the tender procedure subject to the positive adjudication of the abovementioned judicial proceedings.

On 26 November 2020, the MIT decreed the award of the new concession to the ATI SALT based on the economic offer made and reiterated that the final award depended upon the judgement of the Regional Administrative Court of Lazio.

On 15 January 2021, the Lazio Regional Administrative Court and on 20 April 2021 the Council of State (before which ASTM appealed the decision) confirmed that the exclusion of the ATI SALT during the pre-qualification stage was correct based on the tender requisites, as provided under the official tender documentation. The ATI SALT appealed the judgement of the Council of State, presenting an appeal for revocation to the Council of State itself and an appeal to the Italian Court of Cassation for legitimacy reasons (*motivi di legittimità*), asking that the matter be referred to the European Union Court of Justice due to an asserted violation of the EU law.

On 10 June 2021, the MIMS (formerly MIT) revoked the previous decree of 26 November 2020 and awarded the concession to the second-placed competitor in the tender. The ATI SALT appealed the awarding decree before the Regional Administrative Court of Lazio, requesting that it be annulled. As at the date of this Base Prospectus, no decision has yet been issued on the appeal filed by the ATI SALT against the awarding decree and the ASTM Group manages the relevant stretches in a *prorogatio* regime.

A4 stretch (and the related A33 cross-financing)

SATAP is the concessionaire of the MIMS for the construction, management and operation, until 31 December 2026, of the 130.3 kilometres A4 Turin-Milan motorway and other works linking it to the external roadways.

In July 2019, the ASTM Group transmitted to the MIT a proposal to deploy a cross-financing scheme to complete construction of the Asti-Cuneo motorway (see “- *Autostrada Asti-Cuneo S.p.A.*” below) by utilising the proceeds arising from the management of the A4 Turin-Milan motorway. In May 2020, the CIPE approved the update/revision of the concessions and the EFPs (*Economic and Financial Plans*) of SATAP and AT-CN (as defined below) and provided for the subsequent signing by the two companies of two new additional deeds

⁽⁸⁾ On 26 February 2021, the Italian Council of Ministers approved the change to the name from Ministry of Infrastructure and Transport (*Ministro delle Infrastrutture e dei Trasporti - MIT*) (“MIT”) into Ministry of Sustainable Infrastructure and Mobility (*Ministro delle Infrastrutture e Mobilità Sostenibili - MIMS*).

to update their respective concession agreements with the MIT. On 30 October 2020, SATAP and Asti-Cuneo S.p.A. signed the additional deeds with the MIT for their respective concession agreements.

On 7 January 2021, the interministerial decrees relating to the additional deeds to the respective concession agreements were signed by the MIT (currently MIMS) and the MEF. They became fully effective following the registration of the aforementioned decrees by the Court of Auditors on 6 March 2021. The new additional deeds require investments from SATAP A4 for a total of approximately €740 million, of which approximately €630 million for rebalancing and completion of the Asti-Cuneo motorway and the remainder for completion of investments on the stretch of its competence.

For further information on AT-CN, see “– *Autostrada Asti Cuneo S.p.A.*” below.

Revenues and financial indebtedness of SATAP

The following table sets forth the revenues of SATAP from the above Italian Motorway Concessions for the years ended 31 December 2020 and 2019.

	Year ended 31 December			
	2020		2019	
	<i>€ in millions</i>	<i>% of total</i>	<i>€ in millions</i>	<i>% of total</i>
Net toll revenues, of which:.....	339.4	92.6%	453.6	91.5%
A4 Turin – Milan.....	202.9	55.4%	275.5	55.6%
A21 Turin – Alessandria – Piacenza	136.5	37.3%	178.1	35.9%
Royalties from service areas.....	8.2	2.2%	15.2	3.1%
Other revenues	18.8	5.1%	26.7	5.4%
Total	366.4	100.0%	495.5	100.0%

Source: management report of ASTM as at 31 December 2020 and ASTM Group internal data.

The following table sets forth the items of the net financial indebtedness of SATAP for the years ended 31 December 2020 and 2019.

<i>(€ in millions)</i>	Year ended 31 December	
	2020	2019
Cash and cash equivalents.....	367.1	683.44
Financial receivables.....	608.2	283.7
Current financial liabilities.....	(205.5)	(248.0)
Net cash / (debt) – current portion.....	769.8	719.1
Non current financial liabilities.....	(807.6)	(1,047.0)
Net financial indebtedness.....	(37.8)	(327.9)

The financial statements of SATAP are, in accordance with applicable law and generally accepted accounting principles, consolidated pursuant to the line-by-line method (*metodo integrale*) with those of ASTM.

- ***Società Autostrada Ligure Toscana p.a.***

Società Autostrada Ligure Toscana p.a. (“SALT”) is a joint stock company limited by shares (*società per azioni*) incorporated under Italian law on 27 May 1961. Its registered office is at Via Don Enrico Tazzoli 9, 55041 Lido di Camaione, Lucca, Italy, and it is registered with the Companies’ Register of Lucca under number 00140570466, Fiscal Code and VAT Number 00140570466.

Pursuant to its article of association, SALT’s term of incorporation shall last until 31 December 2040, subject to extension by resolution of its shareholders.

A12 (Sestri Levante – Livorno) / A11 (Viareggio – Lucca) / A15 (Fornola – La Spezia) stretches

SALT is, under a *prorogatio* regime, the concessionaire of the MIMS for the construction, management and operation of (i) the A12 motorway (from Sestri Levante to Livorno), (ii) the A11 motorway (from Viareggio to Lucca) and (iii) the A15 motorway (from Fornola to La Spezia). Following expiry of such Italian Motorway Concession on 31 July 2019, the MIT requested SALT to continue to manage such motorways under the terms and conditions of the original concession agreement until the take-over by the incoming concessionaire, so as to ensure continuity in the provision of motorway services.

On 27 December 2019, the MIT published the European invitation to tender for the selection of the new concessionaire for the management of the A12 Sestri Levante – Livorno motorway, the A11/A12 Viareggio – Lucca motorway and the A15 fork for La Spezia motorway stretch – in respect of which the relevant Italian Motorway Concessions expired on 31 July 2019 – and the A10 Savona – Ventimiglia motorway (French border) – in respect of which the relevant Italian Motorway Concession will expire on 30 November 2021 – and the planning and execution of works aimed at improving road infrastructure safety conditions.

On 18 November 2020, the MIT awarded the concession to Itinera. The second-place tenderer lodged an appeal for the annulment of the award; however, on 23 June 2021 the Lazio Regional Administrative Court did not grant the suspension. As at the date of this Base Prospectus, the Lazio Regional Administrative Court has not yet issued the final decision on the competitor’s appeal and the award of the concession is not effective yet.

On 13 October 2021, the MIMS communicated to Itinera that on 11 October 2021 the European Commission issued its approval, required by the MIMS, pursuant to paragraph 7-*nonies* of the Directive 1999/62/CE. The European Commission approval is a condition precedent to the signing of the concession agreement.

A15 Parma – La Spezia stretch / Parma – Terre Verdiane section

SALT is the concessionaire of the MIMS for (i) the construction, management and operation of the A15 Parma-La Spezia motorway and for certain other works in order to link it to Mantova and (ii) the construction of the first 15 kilometres (*i.e.*, the Parma – Terre Verdiane section) of the motorway linking Parma to the Autostrade del Brennero motorway. Such Italian Motorway Concession expires on 31 December 2031.

Revenues and financial indebtedness of SALT

The following table sets forth the revenues of SALT from the above Italian Motorway Concessions for the years ended 31 December 2020 and 2019.

	Year ended 31 December			
	2020		2019	
	<i>€ in millions</i>	<i>% of total</i>	<i>€ in millions</i>	<i>% of total</i>
Net toll revenues, of which:				
A12 Livorno-Sestri Levante, A11 Viareggio- Lucca and A15 Formola-La Spezia	220.5	93.2%	291.5	92.0%
A15 Parma-La Spezia (and connection with the Autostrade del Brennero motorway)	140.5	59.4%	188.7	59.5%
Royalties from service areas	80.0	33.8%	102.8	32.4%
Other revenues	6.4	2.7%	11.3	3.6%
	9.7	4.1%	14.1	4.4%
Total	236.6	100.0%	316.9	100.0%

Source: management report of ASTM as at 31 December 2020 and ASTM Group internal data.

The following table sets forth the items of the net financial indebtedness of SALT for the years ended 31 December 2020 and 2019.

<i>(€ in millions)</i>	Year ended 31 December	
	2020	2019
Cash and cash equivalents	90.7	139.8
Financial receivables	376.7	302.3
Current financial liabilities	(8.3)	(463.3)
Net cash / (debt) – current portion	459.1	(21.2)
Non current financial liabilities	(300.8)	(150.9)
Net financial indebtedness	158.3	(172.1)

The financial statements of SALT are, in accordance with applicable law and generally accepted accounting principles, consolidated pursuant to the line-by-line method (*metodo integrale*) with those of ASTM.

- **Società Autostrade Valdostane S.p.A.**

Società Autostrade Valdostane S.p.A. (“SAV”) is a joint stock company limited by shares (*società per azioni*) incorporated under Italian law on 17 November 1962. Its registered office is at Strada Barat 13, 11024 Chatillon (Aosta), Italy, and it is registered with the Companies Register of Aosta under number 00040490070, Fiscal Code and VAT Number 00040490070.

Pursuant to its article of association, SAV's term of incorporation shall last until 31 December 2040, subject to extension by resolution of its shareholders.

SAV is the concessionaire of the MIMS for the construction, management and operation of: (i) the 59.5 kilometre long A5 Quincinetto – Aosta Ovest motorway; (ii) the intersection between the A5 motorway; and (iii) the freeway in the direction of Gran San Bernardo. This Italian Motorway Concession expires on 31 December 2032.

The following table sets forth the revenues of SAV with respect to the above Italian Motorway Concession for the years ended 31 December 2020 and 2019.

	Year ended 31 December			
	2020		2019	
	<i>€ in millions</i>	<i>% of total</i>	<i>€ in millions</i>	<i>% of total</i>
Net toll revenues.....	51.1	87.1%	69.4	90.4%
Royalties from service areas.....	0.8	1.4%	0.9	1.2%
Other revenues	6.8	11.6%	6.5	8.5%
Total	58.7	100.0%	76.8	100.0%

Source: management report of ASTM as at 31 December 2020 and ASTM Group internal data.

The following table sets forth the items of the net financial indebtedness of SAV for the years ended 31 December 2020 and 2019.

<i>(€ in millions)</i>	Year ended 31 December	
	2020	2019
Cash and cash equivalents.....	1.8	2.3
Financial receivables.....	10.1	12.3
Current financial liabilities.....	(12.5)	(16.8)
Net cash / (debt) – current portion.....	(0.6)	(2.2)
Non current financial liabilities.....	(40.0)	(40.1)
Net financial indebtedness.....	(40.6)	(42.3)

The financial statements of SAV are, in accordance with applicable law and generally accepted accounting principles, consolidated pursuant to the line-by-line method (*metodo integrale*) with those of ASTM.

- **Autostrada dei Fiori S.p.A.**

Autostrada dei Fiori S.p.A. (“ADF”) is a joint stock company limited by shares (*società per azioni*) incorporated under Italian law on 30 July 1960. Its registered office is at Via della Repubblica 46, 18100 Imperia, Italy, and it is registered with the Companies' Register of Imperia under number 00111080099, Fiscal Code and VAT Number 00111080099.

Pursuant to its article of association, ADF's term of incorporation shall last until 31 December 2040, subject to extension by resolution of its shareholders.

ADF is the concessionaire of the MIMS for (a) the construction, management and operation of the A10 Savona-Ventimiglia French border motorway and for certain other works linking it to the external roadways until 30 November 2021⁽⁹⁾ and (b) the management and operation of approximately 130 kilometres of the A6 motorway connecting Turin to Savona on the Ligurian coastline up to 31 December 2038.

The tender procedure related to the A10 Savona-Ventimiglia motorway section is described under the paragraph headed” – *Società Autostrada Ligure Toscana p.a. A12 (Sestri Levante – Livorno) / A11 (Viareggio – Lucca) / A15 (Fornola – La Spezia) stretches*” above.

⁽⁹⁾ The tender procedure provides that the effects of the concession award related to the A10 Savona-Ventimiglia motorway section will take effect from the expiry date of the current concession (i.e., 30 November 2021).

The following table sets forth the revenues of ADF with respect to the above Italian Motorway Concession for the years ended 31 December 2020 and 2019.

	Year ended 31 December			
	2020		2019	
	€ in millions	% of total	€ in millions	% of total
Net toll revenues, of which:.....	173.6	90.4%	228.2	93.4%
A10 Savona-Ventimiglia.....	117.3	61.1%	157.9	64.6%
A6 Turin-Savona.....	56.3	29.3%	70.3	28.8%
Royalties from service areas.....	4.7	2.4%	6.7	2.7%
Other revenues	13.8	7.2%	9.5	3.9%
Total	192	100.0%	244.4	100.0%

Source: management report of ASTM as at 31 December 2020 and ASTM Group internal data.

The following table sets forth the items of the net financial indebtedness of ADF for the years ended 31 December 2020 and 2019.

	Year ended 31 December	
	2020	2019
<i>(€ in millions)</i>		
Cash and cash equivalents.....	28.7	64.2
Financial receivables.....	99.7	103.8
Current financial liabilities.....	(23.0)	(22.6)
Net cash / (debt) – current portion.....	105.4	145.4
Non current financial liabilities.....	(189.8)	(189.7)
Net financial indebtedness	(84.4)	(44.3)

The financial statements of ADF are, in accordance with applicable law and generally accepted accounting principles, consolidated pursuant to the line-by-line method (*metodo integrale*) with those of ASTM.

- **Autostrada Asti-Cuneo S.p.A.**

Autostrada Asti-Cuneo S.p.A. (“AT-CN”) is a joint stock company limited by shares (*società per azioni*) incorporated under Italian law on 23 March 2006. Its registered office is at Via XX Settembre 98/E, 00187, Rome, Italy, and it is registered with the Companies Register of Rome under number 08904401000, Fiscal Code and VAT Number 08904401000.

Pursuant to its article of association, AT-CN’s term of incorporation shall last until 31 December 2050, subject to extension by resolution of its shareholders.

AT-CN is the concessionaire of the MIMS for the construction, management and operation of the Autostrada delle Langhe motorway (which also includes both the Massimini-Cuneo and the Asti Est-Marene motorway sections). As at the date of this Base Prospectus, 55 kilometres are opened to traffic.

The expiry date of this Italian Motorway Concession falls on 31 December 2031.

The following table sets forth the revenues of AT-CN from the above Italian Motorway Concession for the years ended 31 December 2020 and 2019.

	Year ended 31 December			
	2020		2019	
	€ in millions	% of total	€ in millions	% of total
Net toll revenues.....	15.6	89.1%	19.9	94.3%
Royalties from service areas.....	0.0	0.0%	0.0	0.0%
Other revenues	1.9	10.9%	1.2	5.7%
Total	17.5	100.0%	21.1	100.0%

Source: management report of ASTM as at 31 December 2020.

The following table sets forth the items of the net financial indebtedness of AT-CN for the years ended 31 December 2020 and 2019.

	Year ended 31 December	
	2020	2019
<i>(€ in millions)</i>		
Cash and cash equivalents.....	0.9	1.0
Financial receivables.....	3.7	4.5
Current financial liabilities.....	(199.6)	(192.9)
Net cash / (debt) – current portion.....	(195.0)	(187.4)
Non current financial liabilities.....	(50.0)	(50.1)
Net financial indebtedness.....	(245.0)	(237.5)

The financial statements of AT-CN are, in accordance with applicable law and generally accepted accounting principles, consolidated pursuant to the line-by-line method (*metodo integrale*) with those of ASTM.

With reference to the cross-financing operation, see “– Società Autostrada Torino Alessandria Piacenza S.p.A. – A4 stretch (and the related A33 cross-financing)” above.

- **Società di Progetto Autovia Padana S.p.A.**

Società di progetto Autovia Padana S.p.A. (“**Autovia Padana**”) is a joint stock company limited by shares (*società per azioni*) incorporated under Italian law on 2 December 2015. Its registered office is at Strada Provinciale 211 della Lomellina 3/13, 15057 Tortona (AL) and it is registered with the Companies Register of Alessandria under number 02490760069, Fiscal Code and VAT Number 02490760069.

Pursuant to its article of association, Autovia Padana’s term of incorporation shall last until 31 December 2070, subject to extension by resolution of its shareholders.

Autovia Padana was incorporated in the context of the tender process for the award of the concession for the construction, management and maintenance activities in relation to the A21 Piacenza-Cremona-Brescia motorway section and the extension to Fiorenzuola d’Arda (PC) and, with effect from 2 December 2015, it replaced the temporary consortium (70% held by SATAP and 30% held by ITINERA) that participated in and won the tender process.

On 31 May 2017, Autovia Padana and the MIMS entered into the concession agreement for the construction, management and maintenance activities relating to the A21 Piacenza-Cremona-Brescia motorway section and the extension to Fiorenzuola d’Arda (PC). The concession was approved by Interministerial Decree No. 453 dated 5 October 2017 which was registered with the Italian State Auditors’ Department (*Corte dei Conti*) on 22 December 2017.

On 28 February 2018, Autovia Padana and the MIT signed the agreement governing the step-in of Autovia Padana in the concession. Autovia Padana paid (i) step-in compensation (*valore di subentro*) of €260 million plus €55 million of VAT to the outgoing concessionaire Autostrade Centro Padane S.p.A., a joint stock company 9.5% indirectly owned by ASTM, which managed, under a *prorogatio* regime, the concession of the motorway linking Piacenza and Brescia which expired on 30 September 2011 and (ii) concession fees for €41 million to the MIT, for an overall disbursement under (i) and (ii) above of €356 million.

The Italian Motorway Concession awarded to Autovia Padana became effective as of 1 March 2018 and is due to expire on 28 February 2043.

The following table sets forth the revenues of Autovia Padana from the above Italian Motorway Concession for the year ended 31 December 2020 and 2019.

	Year ended 31 December			
	2020		2019	
	<i>€ in millions</i>	<i>% of total</i>	<i>€ in millions</i>	<i>% of total</i>
Net toll revenues.....	49.6	95.2%	61.1	92.3%
Royalties from service areas.....	0.6	1.2%	0.8	1.2%
Other revenues.....	1.9	3.6%	4.3	6.5%
Total.....	52.1	100.0%	66.2	100.0%

Source: management report of ASTM as at 31 December 2020.

The following table sets forth the items of the net financial indebtedness of Autovia Padana for the years ended 31 December 2020 and 2019.

	Year ended 31 December	
	2020	2019
<i>(€ in millions)</i>		
Cash and cash equivalents	4.0	7.7
Financial receivables	14.2	16.6
Current financial liabilities	(1.0)	(11.5)
Net cash / (debt) – current portion	17.2	12.8
Non current financial liabilities	(185.8)	(152.7)
Net financial indebtedness	(168.6)	(139.9)

The financial statements of Autovia Padana are, in accordance with applicable law and generally accepted accounting principles, consolidated pursuant to the line-by-line method (*metodo integrale*) with those of ASTM.

- **Autostrada Torino Ivrea Valle d’Aosta S.p.A.**

Autostrada Torino Ivrea Valle d’Aosta S.p.A. (“**ATIVA**”) is a joint stock company limited by shares (*società per azioni*) incorporated under Italian law on 2 August 1954. Its registered office is at Strada della Cebrosa 86, 10156 Turin, and it is registered with the Companies’ Register of Turin, Fiscal Code and VAT number 00955370010.

Pursuant to its article of association, ATIVA’s term of incorporation shall last until 31 December 2050, subject to extension by resolution of its shareholders.

ATIVA is, under a *prorogatio regime*, the concessionaire of the MIMS for the construction, management and operation of the A5 Turin-Ivrea-Valle d’Aosta motorway and of the A4/A5 Ivrea-Santhià motorway (which are in aggregate 74.8 kilometres long) as well as 56.7 kilometres of the Turin Ring Road Motorway System (*Sistema Autostradale Tangenziale Torinese*) and of the 24.3 kilometre long motorway between Turin and Pinerolo. Prior to expiry of such Italian Motorway Concession on 31 August 2016, the MIT requested ATIVA to continue to manage the motorway under the terms and conditions of the original concession agreement until the take-over by the incoming concessionaire, so as to ensure continuity in the provision of motorway services.

On 20 September 2019, the MIT published the European call to tender for the selection of the new concessionaire for the management of the A21 Turin-Alessandria-Piacenza motorway, the A5 Turin-Ivrea-Quincinetto motorway, the A4/A5 Ivrea-Santhe link road, the Turin-Pinerolo branch road and the Turin Ring Road Motorway System (*Sistema Autostradale Tangenziale Torinese*), as well as, with respect to safety measures for the existing infrastructure, the planning, construction and management of the same. (For further information, see “– *Società Autostrada Torino Alessandria Piacenza S.p.A. – A21 stretch*” above).

On 14 November 2019, ASTM, SIAS and Mattioda Autostrade S.p.A. (“**Mattioda Autostrade**”), pursuant to a previous arrangement, entered into an agreement for the acquisition by the ASTM Group from Mattioda Group of an equity interest equal to (i) 10.19% of the share capital of SITAF for a consideration equal to €53.6 million and (ii) 31.17% of the share capital of ATIVA for a consideration equal to €48.9 million, subject to price adjustment linked to the net indemnity amount due at the time of the take-over by the new concessionaire (the “**ATIVA-SITAF Agreement**”). On 3 February 2020, upon receipt of the authorisation from the MIT, the shares formerly held by Mattioda Autostrade were definitively assigned to ASTM.

The ATIVA-SITAF Agreement provides for, *inter alia*: (i) the right of Mattioda Autostrade to appoint a director and a statutory auditor of ATIVA, regardless of the equity interest held in ATIVA’s share capital, or to retain a director and/or a statutory auditor (on 14 November 2019, Mattioda Autostrade decided to retain a director and a statutory auditor of ATIVA); (ii) a tag along right in favour of Mattioda Autostrade in the event of the sale to third parties, by ASTM or SIAS, of their equity interest held in ATIVA, in order to allow Mattioda Autostrade to dispose of its entire equity interest at that time; (iii) the undertaking of ASTM and Mattioda Autostrade to ensure that the shareholders’ meeting of ATIVA will not resolve to put the company into liquidation until the take-over of the new concessionaire; and (iv) in the event of the award by the ASTM Group of the tender procedure referred to above launched by the MIT, (a) the granting by the ASTM Group in favour of Mattioda Autostrade of a call option to acquire a 10% equity interest in the project company that wins the tender process, for a consideration equal to the *pro quota* of the shareholders’ equity, (b) the right of Mattioda Autostrade to appoint a director and a statutory auditor of the project company that wins the tender process and (c) the

undertaking of the ASTM Group to ensure that, to the extent permitted by applicable law and the concession agreement, the Mattioda Group is entrusted with all the works and services relating to maintenance and the works to be carried out on the A5 section under the terms and conditions resulting from the award of the tender procedure of the A21/A5 motorways.

The following table sets forth the revenues of ATIVA from the above Italian Motorway Concession for the years ended 31 December 2020 and 2019.

	Year ended 31 December			
	2020		2019	
	<i>€ in millions</i>	<i>% of total</i>	<i>€ in millions</i>	<i>% of total</i>
Net toll revenues.....	99.2	93.8%	128.9	93.5%
Royalties from service areas.....	2.9	2.7%	4.9	3.6%
Other revenues	3.7	3.5%	4.0	2.9%
Total	105.8	100.0%	137.8	100.0%

Source: management report of ASTM as at 31 December 2020.

The following table sets forth the items of the net financial indebtedness of ATIVA for the years ended 31 December 2020 and 2019.

<i>(€ in millions)</i>	Year ended 31 December	
	2020	2019
Cash and cash equivalents.....	60.2	64.9
Financial receivables.....	216.6	26.6
Current financial liabilities.....	(4.2)	(6.0)
Net cash / (debt) – current portion.....	272.6	85.5
Non current financial liabilities.....	(2.9)	(3.3)
Net financial indebtedness.....	269.7	82.2

The 2019 financial statements of ATIVA (whose control was obtained at the end of 2019) were consolidated pursuant to the line-by-line method (*metodo integrale*) with those of ASTM limited to the balance sheet component only; the 2019 profit and loss components were consolidated in ASTM's financial statements pursuant to the equity method.

- ***Società Italiana per il Traforo Autostradale del Fréjus S.p.A.***

Società Italiana per il Traforo Autostradale del Fréjus S.p.A. (“SITAF”) is a joint stock company limited by shares (*società per azioni*) incorporated under Italian law. Its registered office is at Fr. S. Giuliano, 2, 10059 Susa (Turin), and it is registered with the Companies' Register of Turin, Fiscal Code and VAT number 00513170019.

Pursuant to its article of association, SITAF's term of incorporation shall last until 31 December 2075, subject to extension by resolution of its shareholders.

SITAF is the concessionaire of the 81.1 kilometre long A32 motorway between Turin and Bardonecchia and of the motorway Fréjus Tunnel (T4) linking the Republic of Italy to the Republic of France. The above concession expires on 31 December 2050.

Following the implementation of the acquisition pursuant to the ATIVA-SITAF Agreement, the ASTM Group purchased from Mattioda Group an equity interest equal to 10.19 per cent. of the share capital of SITAF (for further information, see “– *Italian Motorway Activities – Italian Motorway Subsidiaries – Autostrada Torino Ivrea Valle d'Aosta S.p.A.*” above).

On 21 February 2020, Finanziaria Città di Torino Holding S.p.A., a financial company of the Municipality of Turin, published a public tender notice concerning the sale of the shareholding held by the same (equal to 10.653 %) in the share capital of SITAF pursuant to Council of State (*Consiglio di Stato*) Judgment No. 7393/2019. The basic tender amount for the aforementioned total quota was €86 million, with the expectation that only equal or higher bids were to be admitted. ASTM, having the necessary participation requirements, submitted its expression of interest on 11 March 2020. On the same date (with publication on 13 March 2020), Finanziaria Città di Torino Holding S.p.A. issued a further notice through which it informed the interested parties that the

sale would also involve the shares of the Metropolitan City (former Province) of Turin, increasing from a 10.653 % shareholding in the share capital of SITAF to an aggregate shareholding of 19.347%, with a new basic tender price set at €156 million.

ASTM has been awarded the public tender for the acquisition of the 19.347% equity interest in the share capital of SITAF for a consideration equal to €272 million. Accordingly, as of 27 October 2020, ASTM came to hold a 67.22%, direct and indirect, shareholding.

Even if the ASTM Group held the majority of voting rights, pursuant to IFRS 10 (the international accounting standard which governs rules for the consolidated financial statements), as at 31 December 2020 these voting rights were not substantial and hence did not guarantee ASTM control over SITAF as at such date. Therefore, SITAF was not consolidated on a “line-by-line basis” in the ASTM consolidated financial statements as at 31 December 2020. SITAF results are consolidated on a “line-by-line basis” in the ASTM consolidated financial statements as of 1 April 2021. Prior to such date, SITAF was consolidated using the equity method.

The following table sets forth the revenues of SITAF from the above Italian Motorway Concession for the years ended 31 December 2020 and 2019.

	Year ended 31 December			
	2020		2019	
	€ in millions	% of total	€ in millions	% of total
Net toll revenues.....	125.1	65.2%	146.7	76.5%
Royalties from service areas.....	0.5	0.3%	0.6	0.3%
Other revenues	66.4	34.6%	44.5	23.2%
Total	192.0	100.0%	191.8	100.0%

Source: management report of ASTM as at 31 December 2020 and ASTM Group internal data.

The net financial indebtedness of SITAF as at 31 December 2020 was equal to €264.8 million (€275.7 million as at 31 December 2019)⁽¹⁰⁾.

Italian Motorway Activities – Other equity interests

- **Tangenziale Esterna S.p.A.**

Tangenziale Esterna S.p.A. (“TE”) is a joint stock company (*società per azioni*) incorporated under Italian law, having its registered office at Via Fabio Filzi, 25, 20124, Milan.

TE is the company holding the concession for the design, construction and management of the A58 external eastern ring road of Milan. The ring road consists of a 32 km stretch connecting Agrate Brianza (interconnection with the A4 motorway) and Melegnano (interconnection with the A1 motorway) which is also linked to the A35 Brescia-Bergamo-Milano motorway. The first seven kilometres of the so called “Arco TEEM” connecting the A35 to the Milan area were completed in July 2014 and the remaining 25 kilometres were completed at the end of April 2015 and opened to traffic on 16 May 2015. The TE concession is due to expire on 30 April 2065.

In June 2013, TE was awarded a public grant of Euro 330 million pursuant to Law Decree No. 69/2013 (the so-called “Decreto del Fare”) to be disbursed subject to certain conditions being met, including without limitation, the availability to TE of a medium/long-term senior loan of approximately €1 billion. On 11 November 2013, Concessioni Autostradali Lombarde S.p.A. (“CAL”) and TE entered into a second additional deed to the single concession (*i.e.*, the agreement documenting the terms and conditions of the concession) to which an updated version of the financial plan, prepared, *inter alia*, to take into account the above-mentioned €330 million public grant, was attached. Such additional deed was approved by the MIT and as at 30 June 2019, the public grant was fully disbursed.

In accordance with the provisions of an investment agreement and a five-year shareholders’ agreement entered into in 2013 (the “**2013 Shareholders’ Agreement**”) among SIAS, SATAP and Intesa Sanpaolo S.p.A. (“ISP”) governing the recapitalisation and re-organisation of the corporate governance of Tangenziali Esterne di Milano S.p.A. (“TEM”), TE, Autostrade Lombarde S.p.A. (“AL”) and Società di Progetto Autostrada Diretta Brescia

⁽¹⁰⁾ For information purposes the financial indebtedness of the SITAF Group as at 31 December 2020 was equal to €273.9 million (€283.7 million as at 31 December 2019).

Milano S.p.A. (“**BreBeMi**”), TE was subject to the joint control of the ASTM Group and ISP, holding in aggregate 61.9% of its share capital (of which 47.66% by TEM, 2.58% by ISP, 3.18% by AL, 8.47% by the ASTM Group and 10.23% by Itinera).

On 28 July 2017, SIAS and SATAP signed an agreement with ISP to separate their respective investments in TEM, TE, AL and BreBeMi providing that (i) SIAS would focus on its investments in TEM and TE and (ii) ISP would focus on its investments in AL and BreBeMi (the “**2017 ISP Agreement**”).

Following the implementation of the divestment process in accordance with the 2017 ISP Agreement and other related transactions between SIAS and Itinera, as at the date of this Base Prospectus the ASTM Group (a) holds, directly, 113,701,636 shares of TE representing approximately 24.45% of its share capital and, indirectly through TEM (a company 49.99% owned by the ASTM Group), 225,025,057 shares of TE representing approximately 48.40% of its share capital, and (b) no longer holds any equity interest in the share capital of AL and BreBeMi.

- **Società Italiana Traforo del Gran San Bernardo S.p.A.**

Società Italiana Traforo del Gran San Bernardo S.p.A. (“**SITRASB**”) is a joint stock company limited by shares (*società per azioni*) incorporated under Italian law in 1957, having its registered office at Via Chambery 51, 11100 Aosta.

SITRASB administers 50% of the Gran San Bernardo Tunnel linking the Republic of Italy to Switzerland, *plus* the highway links leading to the tunnel entrance on the Italian side. The above concession expires on 31 December 2034.

The Issuer indirectly owns a number of shares equal to 36.5% of the share capital of SITRASB. SITRASB’s reference shareholder is Regione Autonoma Valle d’Aosta, which owns 63.5% of its share capital.

Other information on Italian Motorway Activities

Traffic

The table below sets forth traffic volumes (measured by the number of kilometres travelled) of the ASTM Group Italian Network (which, for this purpose, does not include Autovia Padana, ATIVA and SITAF traffic volumes) both for light vehicles and heavy vehicles, and the percentage variation from year to year for each of the foregoing categories, for the period 2007-2020.

	As at 31 December					
	Light Vehicles	Annual % Increase / (Decrease)	Heavy Vehicles	Annual % Increase / (Decrease)	Total Vehicles	Annual % Increase / (Decrease) of traffic
	<i>(in % and in millions of kilometres)</i>					
2007	7,594	2.30%	2,537	1.70%	10,131	2.20%
2008	7,574	-0.30%	2,492	-1.80%	10,066	-0.60%
2009	7,734	2.10%	2,294	-7.90%	10,027	-0.40%
2010	7,721	-0.20%	2,387	4.10%	10,108	0.80%
2011	7,620	-1.30%	2,379	-0.30%	9,999	-1.10%
2012	7,042	-7.60%	2,205	-7.30%	9,247	-7.50%
2013	6,869	-2.50%	2,148	-2.60%	9,017	-2.50%
2014	6,933	0.90%	2,162	0.70%	9,095	0.90%
2015	7,150	3.10%	2,233	3.30%	9,383	3.20%
2016	7,264	1.59%	2,293	2.67%	9,557	1.85%
2017	7,370	1.46%	2,371	3.41%	9,741	1.93%
2018	7,301	-0.95%	2,418	2.00%	9,719	-0.23%
2019	7,290	-0.09%	2,450	1.39%	9,740	0.29%
2020	4,824	-33.83%	2,156	-12.00%	6,980	-28.3%

Source: ASTM Group’s internal data.

During 2020 traffic volumes was heavily impacted by continued restrictions on travels due to the Covid-19 pandemic.

The composition of the traffic volumes in the 2007-2020 period is represented by “light vehicles” for approximately 76% of the number of kilometres travelled and by “heavy vehicles” for the remaining approximately 24%.

The table below sets forth traffic volumes on the ASTM Group Italian Network (which for this purpose does not include traffic volumes on the portion of the ASTM Group Italian Network managed by SITAF) for the years ended 31 December 2020 and 31 December 2019.

Compan y	Motorway	Year ended 31 December					
		2020		2019		2020	2019
		Light Vehicles	Heavy Vehicles	Light Vehicles	Heavy Vehicles	Total	
		<i>(in millions of kilometres)</i>					
SATAP	A4 Torino-Milano	1,080	538	1,734	599	1,618	2,333
	A21 Torino-Alessandria-Piace nza	854	598	1,339	680	1,452	2,019
	A12 Livorno-Sestri Levante, A11 Viareggio-Lucca, A15						
SALT	Fornola-La Spezia	1,029	325	1,511	379	1,354	1,890
SALT	A15 Parma-La Spezia.....	463	173	654	197	636	851
	A5 Quincinetto-Aosta, Raccordo A5-SS27 del						
SAV	Gran San Bernardo	184	67	275	81	251	356
	A10 Savona-Ventimiglia-Conf ine Francese.....	578	263	914	307	841	1,221
ADF	A6 Torino-Savona	555	156	744	168	711	912
AT-CN	A33 Asti-Cuneo.....	81	36	119	39	117	158
Autovia Padana	A21 Piacenza-Brescia.....	423	311	659	352	734	1,011
	Total ASTM Group Italian Network.....	5,247	2,467	7,949	2,802	7,714	10,751
	A5-A55 Turin Ring Road), Turin – Quincinetto, Ivrea – Santhià and Turin- Pinerolo	1,089	297			1,386	
ATIVA	Total effective ASTM Group Italian Network.	6,336	2,764	7,949	2,802	9,100	10,751

Source: management report of ASTM as at 31 December 2020.

The intensity and levels of traffic flows vary across the different sections of the ASTM Group Italian Network, depending on a number of factors, including both the geography and the level of economic activity in which the particular section of motorway is located as well as the weather conditions. In particular, the highest levels of traffic flows are recorded for motorways close to metropolitan or urban areas. Furthermore, during peak periods, on a given day or as a result of seasonal factors, traffic can vary significantly from the average daily traffic.

In general, during 2020, traffic volumes were heavily impacted by continued restrictions on travels due to the Covid-19 pandemic.

Tariffs

Historically, net toll revenues have constituted the principal source of the ASTM Group’s revenues, representing approximately 47% and 54% of the ASTM Group’s revenues for the years ended 31 December 2020 and 31 December 2019, respectively. Toll revenues are a function of traffic volumes and tariffs charged. In general, the toll rates applied to the ASTM Group Italian Network are proportionally linked to 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). A vehicle classification system is applied to most of the motorways in the ASTM Group Italian Network for the purpose of determining toll rates.

Toll collections are subject to a surcharge that is remitted to the MIMS and the Ministry of Economy and Finance (the “**Surcharge**”). The Surcharge was set in the 2008 “budget law” with a charge per kilometre for cars that from 2011 is €0.0060, and a charge per kilometre for trucks that from 2011 is €0.018. At the date of this Base Prospectus, all tolls charged on the ASTM Group Italian Network are additionally subject to 22% value-added-tax (“**VAT**”). For further information, see “*Regulatory – Concession Fees and Surcharges*”.

The following table sets forth tariffs (excluding VAT and Surcharges) charged by each Italian Motorway Subsidiary indicated below in the relevant vehicle classes from 1 January 2021.

Tariff by Vehicle Class						
charged from 1/1/2021						
Company	Motorway	Light Vehicles		Heavy Vehicles		
		A	B	3	4	5
(€/Kilometres)						
SATAP	A4 Turin – Novara Est.....	0.09886	0.10141	0.11657	0.19267	0.23319
	A4 Novara Est – Milan.....	0.10159	0.10420	0.11981	0.19799	0.23960
	A21 Turin – Alessandria – Piacenza (Level Ground)	0.06534	0.06705	0.07708	0.12740	0.15421
SAV	A21 Turin – Alessandria – Piacenza (Mountain)	0.07843	0.08470	0.09251	0.15285	0.18506
	A5 Quincinetto-Aosta.....	0.16469	0.16889	0.21951	0.35464	0.41379
SALT	A12 Livorno – Sestri Levante, A11 Viareggio – Lucca, A15 Fornola – La Spezia (Level Ground)	0.07368	0.07554	0.09822	0.15864	0.18509
	A12 Livorno – Sestri Levante, A11 Viareggio – Lucca, A15 Fornola – La Spezia (Mountain).....	0.11049	0.11333	0.14731	0.23796	0.27762
	A15 Parma –La Spezia	0.09907	0.10164	0.13209	0.21337	0.24895
ADF	A10 Savona – Ventimiglia.....	0.09951	0.11735	0.18365	0.24491	0.28570
	A6 Turin – Savona.....	0.06846	0.07020	0.09127	0.14741	0.17205
AT CN	A33 Asti – Cuneo	0.09694	0.12222	0.19130	0.25505	0.29760
AUTOVIA	A21 Piacenza – Brescia	0.04944	0.05071	0.05832	0.09638	0.11663
	A5-A55 Turin Ring Road), Turin –Quincinetto,					
ATIVA	Ivrea –Santhià and Turin-Pinerolo.....	0.06265	0.06423	0.08349	0.13490	0.15739
SITAF	Avigliana Toll Station.....	0.12042	0.14267	0.22361	0.29749	0.34708
	Salbertrand Toll Station.....	0.11815	0.13996	0.21940	0.29187	0.34054

The following table shows the weighted average tariff increases for 2018, 2019, 2020 and 2021.

%	2018	2019	2020	2021
Weighted average tariffs increases.....	3.07%	0.41%	0.26%	0.17%

Toll Collection

The Italian motorway network is an “interconnected” network, which allows the user to cover several motorway sections – managed by different concessionaires – and to pay the total toll in a single transaction. The company that manages the transaction at the exit plaza then allocates the toll fee portion due to each concessionaire, on the basis of the provisions of the interconnection agreement signed between the motorway companies on 12 November 1992.

The ASTM Group is increasing the introduction of automated payment points on the ASTM Group Italian 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. Each toll station is currently equipped for both automated and self-service payment, allowing all available payment means to the customers.

Users of the ASTM Group Italian Network are permitted to choose between a wide range of automated payment systems, including:

- Electronic toll collection system that operates via the dialogue between an on board unit in the vehicle and antenna in the lane, allowing non-stop transit and toll collection which is tied to an account holder’s current account or to a co-branded credit card. The technology is compliant with the European standards (ETSI EN 200674-1) and several toll service providers are active (*i.e.* Telepass, DKV, Axxès, UnipolTech, etc.);
- “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 customers’ 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 banking cards;
- credit card payments, which have been accepted on the entire ASTM Group Italian Network since 1998; and
- note and coin machines, which accept automated cash toll payments without an attendant.

The ASTM Group remotely manages its automated toll booths by providing motorway users with the ability to call for assistance at a toll booth and by using computer systems designed to monitor in real time the functioning of automated toll collection equipment, as well as managing the entire administrative and financial clearing processing of all toll data.

Motorway Police

The ASTM 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 ASTM Group Italian Network 24 hours a day and organise emergency assistance in response to any disruption to traffic flows. These agreements also provide that the relevant Italian 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 ASTM Group Italian Network, and police vehicles. A force of auxiliary traffic personnel also assists the police in monitoring the ASTM Group Italian 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 to the users in transit 24 hours a day and to ensure prompt intervention when necessary, the Italian Motorway Subsidiaries use variable message signs as well as 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 – from which it is possible to request the intervention of the auxiliaries to the road system – are located at intervals (approximately one to two kilometres) along the ASTM Group Italian Network.

International Motorway Activities

The ASTM Group’s principal international motorway activities are described below.

Brazilian Motorway activities – Overview

As at the date of this Base Prospectus, the ASTM Group operates in Brazil through EcoRodovias, a holding company which indirectly controls several companies operating motorway concessions (each a “**Brazilian Motorway Concession**” and together, the “**Brazilian Motorway Concessions**”) and port and logistic assets in Brazil. EcoRodovias is a joint stock corporation (*sociedade anônima*) with shares listed on the B3 – Brasil, Bolsa, Balcão S.A., or B3, the Brazilian Stock Exchange. EcoRodovias was incorporated in 2000 under the laws of Brazil and has its registered office at Rua Gomes de Carvalho, 1510, City and State of São Paulo, Brazil.

EcoRodovias manages through its subsidiaries a motorway network of approximately 3,892 km which extends throughout some of the wealthiest areas of Brazil with a high population density and serves as a main logistical artery between the South and South-East of the country.

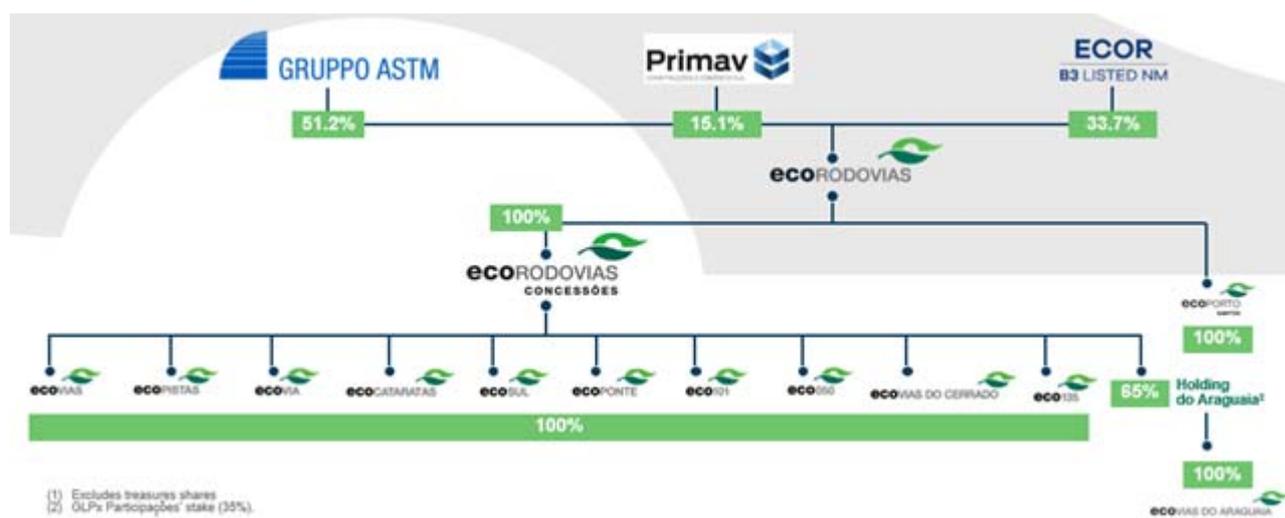
In particular, EcoRodovias, through several subsidiaries and controlled companies:

- operates ten motorway concessions in operation (and is expected to operate a new concession in relation to which the concession agreement was executed on 29 September 2021 and the take over became effective in October 2021), located in nine states in Brazil, with approximately 3,892 kilometres under management (including 851 kilometres expected to be managed under the new concessions awarded to Ecovias do Araguaia). Each motorway and port concession is operated by a special purpose vehicle

incorporated under the laws of Brazil (each a “**Brazilian Motorway Subsidiary**” and together the “**Brazilian Motorway Subsidiaries**”) controlled by EcoRodovias Concessões e Serviços S.A. (“**EcoRodovias Concessões**” or “**ECS**”), a joint stock corporation (*sociedade anônima*) incorporated under the laws of Brazil and a sub-holding wholly owned by EcoRodovias whose main purpose is to participate in the Brazilian Motorway Subsidiaries;

- operates port and logistics assets located in or nearby the Port of Santos (Ecoporto Santos S.A. and Ecopátio Logística Cubatão S.A.), which contributes to Brazilian exports and helps organize the flow of entry to the Port of Santos, one of the major Brazilian ports, located in the State of São Paulo; and
- renders ancillary services related to its motorway and port activities.

The chart below describes the EcoRodovias Group’s corporate structure at the date of this Base Prospectus.



The tables below show the main data relating to the income trend and the financial position of EcoRodovias for the years ended 31 December 2020 and 31 December 2019.

(amounts in millions of currency)	Year ended 31 December			
	2020		2019	
	€ (*)	R\$	€ (*)	R\$
Net Revenues	678.6	3,999.8	895.7	3,952.9
Adjusted Net Revenues	512.1	3,018.3	667.3	2,945.2
EBITDA	239.7	1,412.8	308.9	1,363.2
EBITDA Margin	46.8%	46.8%	46.3%	46.3%
Adjusted EBITDA	345.8	2,038.5	460.7	2,033.1
Adjusted EBITDA Margin	67.5%	67.5%	69.0%	69.0%
Net Result for the period	(71.9)	(424.0)	(42.0)	(185.5)
Adjusted Net Result for the period	56.3	331.9	65.8	290.4

(*) Based on the 2020 average Euro/Reais exchange rate of 5.8943 and on the 2019 average Euro/Reais exchange rate of 4.4134. Source: Ufficio Italiano Cambi - Banca d'Italia.

Source: published by EcoRodovias and available at 10 March 2021.

(amounts in millions of Euro) (*)	2020	2019
Cash and cash equivalents	238.7	458.1
short-term indebtedness	(247.7)	(729.7)
long-term indebtedness	(1,079.4)	(1,192.3)
Financial indebtedness	(1,327.1)	(1,922.0)

Net financial indebtedness**(1,088.4)****(1,463.9)**

(*) Based on the Euro/Reais exchange rate of 6.3735 as of 31 December 2020 on the Euro/Reais exchange rate of 4.531570 as of 31 December 2019. Source: Ufficio Italiano Cambi - Banca d'Italia.

Source: published by EcoRodovias and available at 10 March 2021.

As discussed above, EcoRodovias revenues are primarily derived from three segments, motorway concessions, port and logistics, and services and ancillary activities. The table below sets forth the breakdown of its gross revenue by segment.

Adjusted Net revenue

<i>(in millions of currency, except percentages)</i>	Year ended 31 December					
	2020			2019		
	€ (*)	R\$		€ (*)	R\$	
Highway Concessions ⁽¹⁾	679.5	4,005.3	88.5%	897.2	3,959.8	88.7%
Port and Logistics ⁽²⁾	71.8	423.2	9.4%	93.9	414.4	9.3%
Services and Ancillary ⁽³⁾	16.3	96.1	2.1%	19.8	87.6	2.0%
Gross revenue	767.6	4,524.6	100.0%	1,011.0	4,461.8	100.0%
Eliminations	(89.1)	(524.9)		(115.3)	(509.0)	
Construction Revenue	(166.5)	(981.5)		(228.3)	(1,007.7)	
Adjusted Net revenue	512.1	3,018.2		667.3	2,945.1	

(1) Taking into account the aggregate revenues from collection of tolls and construction.

(2) In 2019 and 2020, taking into account Ecopátio Cubatão.

(3) Taking into account the aggregate revenues from ports and logistics.

(*) Based on the 2020 average Euro/Reais exchange rate of 5.8943 and on the 2019 average Euro/Reais exchange rate of 4.4134. Source: Ufficio Italiano Cambi - Banca d'Italia.

The tables below provide a breakdown of the EBITDA, Adjusted EBITDA, Adjusted Net Result and net financial indebtedness of EcoRodovias for the year ended 31 December 2020 and 31 December 2019.

EBITDA and Adjusted EBITDA

<i>(amounts in millions of currency)</i>	Year ended 31 December			
	2020		2019	
	€ (*)	R\$	€ (*)	R\$
Net Income	(71.9)	(424.0)	(42.0)	(185.5)
(+) Net Income for Discontinued Operations	1.0	6.0	-	0.2
(+) Depreciation and Amortization	92.8	547.1	128.6	567.5
(+) Financial Result	133.5	786.7	158.6	700.1
(+) Income and Social Contribution Taxes	84.3	497.0	63.6	280.9
EBITDA	239.7	1,412.8	308.9	1,363.2
(+) Agreements	10.0	58.9	106.3	469.1
(+) Liability at ECO101	12.3	72.6	-	-
(+) Impairment at Ecoporto Santos	64.9	382.4	-	-
(+) Provision for maintenance	19.0	111.8	45.5	200.8
Adjusted EBITDA	345.8	2,038.5	460.7	2,033.1

(*) Based on the 2020 average Euro/Reais exchange rate of 5.8943 and on the 2019 average Euro/Reais exchange rate of 4.4134. Source: Ufficio Italiano Cambi - Banca d'Italia.

Net result and Adjusted Net Result

<i>(amounts in millions of currency)</i>	Year ended 31 December			
	2020		2019	
	€ (*)	R\$	€ (*)	R\$
Net Result for the period	(71.9)	(424.0)	(42.0)	(185.5)
(+) Agreements and Liability at ECO101	21.2	124.8	106.3	469.1
(+) Impairment of Ecoporto Santos	64.9	382.5	-	-
(+) Write off deferred taxes at Ecoporto Santos	39.6	233.5	-	-
(+) Inflation Adjustments - Agreements	1.5	9.1	1.5	6.6
(+) Net Loss from Discontinued Operations	1.0	6.0	-	0.2
Adjusted Net Result for the period	56.3	331.9	65.8	290.4

(*) Based on the 2020 average Euro/Reais exchange rate of 5.8943 and on the 2019 average Euro/Reais exchange rate of 4.4134. Source: Ufficio Italiano Cambi - Banca d'Italia.

Net financial indebtedness detail

<i>(amounts in millions of currency)</i>	Year ended 31 December			
	2020		2019	
	€ (*)	R\$	€ (*)	R\$
Cash and cash equivalents	210.6	1,342.20	411.1	1,856.2
Financial investments	28.1	179.3	47.0	212.5
Cash and cash equivalents	238.7	1,521.5	458.1	2,068.7
<i>Loans and financing - current</i>	<i>(76.3)</i>	<i>(486.0)</i>	<i>(21.5)</i>	<i>(97.1)</i>
<i>Debentures - current</i>	<i>(171.4)</i>	<i>(1,092.6)</i>	<i>(706.6)</i>	<i>(3,190.6)</i>
<i>Leases Payables - current</i>	-	-	<i>(1.6)</i>	<i>(7.3)</i>
short-term indebtedness	(247.7)	(1,578.6)	(729.7)	(3,295.0)
<i>Loans and financing - non current</i>	<i>(398.4)</i>	<i>(2,539.4)</i>	<i>(284.6)</i>	<i>(1,285.1)</i>
<i>Debentures - non current</i>	<i>(681.0)</i>	<i>(4,340.1)</i>	<i>(906.5)</i>	<i>(4,093.4)</i>
<i>Leases Payables - non current</i>	-	-	<i>(1.2)</i>	<i>(5.6)</i>
long-term indebtedness	(1,079.4)	(6,879.5)	(1,192.3)	(5,384.1)
Financial indebtedness	(1,327.1)	(8,458.1)	(1,922.0)	(8,679.1)
Net financial indebtedness	(1,088.4)	(6,936.6)	(1,463.9)	(6,610.4)

(*) Based on the Euro/Reais exchange rate of 6.3735 as of 31 December 2020 on the Euro/Reais exchange rate of 4.5157 as of 31 December 2019. Source: Ufficio Italiano Cambi - Banca d'Italia.

Brazilian motorway activities – Brazilian Motorway Concessions

Roads are the most extensive and developed means of transportation in Brazil. The motorway concessions managed by the Brazilian Motorway Subsidiaries connect large domestic industrial, production, consumption, and tourism centers, including four important Brazilian ports (Santos, Paranaguá, Vitória, and Rio Grande) and access to the Mercosur countries (Argentina, Paraguay, and Uruguay).

The map below shows EcoRodovias geographic presence through the locations in which its motorway concessions operate:



The table below presents some data on the motorway concession agreements of the Brazilian Motorway Subsidiaries:

Brazilian Concessionaires	Interest (%)	Km	Expiration of Concession	Brazilian State	% of Gross Revenue from Tolls (2020)	No. of Paying Vehicle Equivalents ⁽¹⁾ in million (2020)
Ecovias dos Imigrantes.....	100	176.8	Jun. 26(6)	SP	32.7	56.6
Ecopistas.....	100	143.8	Jun. 39	SP	9.2	73.4
Ecovia Caminho do Mar.....	100	136.7	Nov. 21	PR	11.0	17.4
Ecocataratas.....	100	387.1	Nov. 21	PR	11.1	25.7
Ecosul.....	100	457.3	Mar. 26	RS	10.4	24.6
Eco101.....	100	475.9	May 38	ES	5.9	47.9
Ecoponte.....	100	25.6	May 45	RJ	3.6	24.7
Eco135 ⁽²⁾	100	364.0	Jun. 48	MG	8.1	33.4
Eco050 ⁽³⁾	100	436.6	Jan. 44	MG/GO	7.6	45.7
Ecovias do Cerrado ⁽⁴⁾	100	437.0	Jan. 50	MG/GO	0.4	2.6
Ecovias do Araguaia ⁽⁵⁾	65	850.7	Oct. 56	TO/GO	-	-
Total	-	3,891.5	-	-	100	352.0

- (1) *Paying vehicle equivalent, or Paying Vehicle Equivalent, is a basic unit of reference in toll collection statistics in the Brazilian market. Light vehicles, such as passenger cars, correspond to one Paying Vehicle Equivalent unit. Heavy vehicles, such as trucks and buses, are converted into Paying Vehicle Equivalents by a multiplier applied to the number of axles of the vehicle, as established in the terms of each concession contract.*
- (2) *Started toll collection on 1 April 2019.*
- (3) *Started toll collection on 1 June 2019.*
- (4) *Started toll collection at toll plazas P1, in Uberlândia, and P2, in Monte Alegre de Minas, at midnight on 14 November 2020.*
- (5) *Concession Agreement entered into on 29 September 2021. Company not yet operational.*
- (6) *Ecovias dos Imigrantes and the Government of the State of São Paulo entered into an amendment to the concession agreement (“Amendment n° 18/2021”) establishing provisional terms for the concession agreement regarding the economic and financial rebalancing of the concession. Such amendment has been published in the State Gazette on 30 April 2021. The rebalancing includes, inter alia, the extension of the concession maturity. This amendment is subject to the execution of a definitive agreement in the form of a new amendment. If such new amendment is executed, it may be estimated that the term of the concession agreement of Ecovias dos Imigrantes may be extended from June 2026 to March 2033 (considering traffic projections according to the grantor’s method; the final maturity may vary depending on subsequent traffic analysis, in accordance with marginal cash flow method).*

As set forth in the table above, EcoRodovias, through ECS, controls the Brazilian Motorway Subsidiaries described in the table above and is responsible for the management of highway concessions and service contracts, managing the areas of administration, finance, human resources, information technology, engagement of services, procurement, and engineering. This allows EcoRodovias to standardise processes and procedures, improve controls, optimise resources, reduce costs, and speed up the dissemination of best managerial and operational practices among the companies of the EcoRodovias group. ECS manages a shared services center to share corporate operating activities, benefiting from relevant operational synergies and a “plug-and-play” platform with flexibility to support organic growth and acquisitions with gains of scale. The advantages of operating with this structure are cost optimization, concessionaires focused on their core business, standardization of the level of services, reduction of organizational risk, in addition to allowing EcoRodovias and ECS to be more competitive in public tenders.

Brazilian motorway activities – Brazilian Motorway Subsidiaries

The following paragraphs provide for a description of each of the concessionaires controlled by EcoRodovias. Such companies are all incorporated under the laws of Brazil as a joint stock corporation (*sociedade anônima*).

- ***Ecovias dos Imigrantes***

Concessionária Ecovias dos Imigrantes S.A. (“**Ecovias dos Imigrantes**”) is responsible for the administration and operation of the “Anchieta-Imigrantes System” highways an export and import corridor to the Port of Santos, connecting the São Paulo metropolitan region to the Cubatão Petrochemical Complex, to the industries of the greater São Paulo region (the cities of Santo André, São Bernardo, São Caetano, and Diadema) and Baixada Santista, which gives access to the southern and northern coasts of the State of São Paulo. With a length of 176.8 km, approximately 56.6 million paying vehicle equivalents (46% heavy vehicles and 54% light vehicles) traveled on the highway in 2020, and, even with the reduction in traffic caused by the COVID-19 pandemic, this number has approached the annual average of approximately 56.5 million paying vehicle equivalents per year.

- ***Ecopistas***

Concessionária das Rodovias Ayrton Senna e Carvalho Pinto S.A. (“**Ecopistas**”) is responsible for the administration and operation of the Ayrton Senna-Carvalho Pinto Corridor, connecting the São Paulo Metropolitan Region to the Paraíba Valley, the mountain region of Campos do Jordão, the Port of São Sebastião, and the northern coast of the State São Paulo, which has become one of the most important routes for the distribution of industrial production from the approximately 2,000 companies developed in the Paraíba Valley region. With a length of 143.8 km, approximately 73 million paying vehicle equivalents (31% heavy vehicles and 69% light vehicles) traveled on the highway in 2020, and, irrespective of the reduction in traffic caused by the COVID-19 pandemic, this number approached the annual average of approximately 60 million paying vehicle equivalents per year.

- ***Ecovia Caminho do Mar***

Concessionária Ecovia Caminho do Mar S.A. (“**Ecovia Caminho do Mar**”) is responsible for the administration and operation of the set of federal and state highways that form the goods transportation corridor from the State of Paraná to the Port of Paranaguá and tourism to the coast of the State of Paraná, covering the cities of Morretes and Antonina, through BR-277, PR-508 and PR-407. With a length of 136.7 km, approximately 17 million paying vehicle equivalents (73% heavy vehicles and 27% light vehicles) traveled on the highway in 2020, and, irrespective of the reduction in traffic caused by the COVID-19 pandemic, this number surpassed the annual average of approximately 16 million paying vehicle equivalents per year. The Brazilian Motorway Concession held by Ecovia Caminho do Mar expires in November 2021.

- ***Ecocataratas***

Rodovia das Cataratas S.A. (“**Ecocataratas**”) is responsible for the administration and operation of the portion of BR-277 that connects the municipalities of Guarapuava, Cascavel, and Foz do Iguaçu (on the border with Argentina and Paraguay) in the State of Paraná. With a length of 387.1 km, approximately 26 million paying vehicle equivalents (67% heavy vehicles and 33% light vehicles) traveled on the highway in 2020, and, irrespective of the reduction in traffic caused by the COVID-19 pandemic, this number approached the annual average of approximately 25 million paying vehicle equivalents per year. The Brazilian Motorway Concession held by Ecocataratas expires in November 2021.

- ***Ecosul***

Empresa Concessionária de Rodovias do Sul S.A. (“**Ecosul**”) is responsible for the administration and operation of Pólo de Pelotas in the State of Rio Grande do Sul, in addition to the important connection to the Port of Rio Grande. Ecosul also plays an important role in tourism toward the south coast of Brazil through BR-116, which also connects with Uruguay and Argentina. With a length of 457.3 km, approximately 24.5 million paying vehicle equivalents (77% heavy vehicles and 23% light vehicles) traveled on the highway in 2020, and, irrespective of the reduction in traffic caused by the COVID-19 pandemic, this number approached the annual average of approximately 25 million paying vehicle equivalents per year.

- ***Eco101***

ECO101 Concessionária de Rodovias S.A. (“**Eco101**”) is responsible for the administration and operation of a portion of BR-101 in the State of Espírito Santo, passing through over 20 municipalities from the border with Rio de Janeiro to Bahia. The highway leads to five important ports: Vitória and Tubarão, in the capital Vitória; Açu, in the State of Rio de Janeiro; Ilhéus, in the State of Bahia; and Barra do Riacho, in the State of Espírito Santo. Eco101 also provides access to the main beaches in the State of Espírito Santo, such as Guarapari and Vila Velha, and is a destination for millions of tourists throughout the year. With a length of 475.9 km, approximately 48 million paying vehicle equivalents (69% heavy vehicles and 31% light vehicles) traveled on the highway in 2020, and, irrespective of the reduction in traffic caused by the COVID-19 pandemic, this number surpassed the annual average of approximately 46.5 million paying vehicle equivalents per year.

- ***Ecoponte***

Concessionária Ponte Rio-Niterói S.A. (“**Ecoponte**”) is responsible for the administration and operation of the section of BR-101/RJ corresponding to the Rio-Niterói Bridge between the cities of Rio de Janeiro and Niterói in the State of Rio de Janeiro. With a length of 13.2 km, in addition to 12.4 km of accesses and loops, it also includes the right-of-way elements, buildings and land, tracks, and shoulders, as well as the areas occupied by operating and administrative facilities related to the concession. In addition to operating and maintaining the Rio-Niterói Bridge Road System, Ecoponte is also responsible for the implementation of several improvement works, including the execution of the Mergulhão in Niterói, an underground passage built for the purpose of relieving traffic, completed in 2017, and the construction of the Ponte-Linha Vermelha Connection Loop, completed on 31 May 2020, and the Connection Loop between the Rio-Niterói Bridge and Av. Brasil (Av. Portuária), completed on 31 March 2021. Approximately 25 million paying vehicle (16% heavy vehicles and 84% light vehicles) equivalents traveled on the highway in 2020, and, irrespective of the reduction in traffic caused by the COVID-19 pandemic, this number approached the annual average of approximately 29 million paying vehicle equivalents per year.

- ***Eco135***

ECO135 Concessionária de Rodovias S.A. (“**Eco135**”) is responsible for the administration and operation of the sections of the BR-135, MG-231, and LMG-754 highways from the BR-040 near Curvelo to the municipality of Montes Claros in the State of Minas Gerais. BR-135 is an important long-distance highway corridor in the country and integrates the main interconnection route between the Southeast, South, and Northeast regions. With a length of 363.95 km, approximately 33 million paying vehicle equivalents (81% heavy vehicles and 19% light vehicles) traveled on the highway in 2020, and, irrespective of the reduction in traffic caused by the COVID-19 pandemic, this number surpassed the annual average of approximately 25 million paying vehicle equivalents per year.

- ***Eco050***

ECO050 Concessionária de Rodovias S.A. (“**Eco050**”) is responsible for the administration and operation of a section that makes up an important highway corridor passing through nine municipalities in Goiás and Minas Gerais. The section under concession includes one of the main connecting routes between the Federal District and São Paulo, which begins at the junction with BR-040 in Cristalina (State of Goiás) and extends to the border of the State of Minas Gerais with the State of São Paulo in the municipality of Delta (State of Minas Gerais). With a length of 436.6 km (consisting of 218.1 km in the State of Minas Gerais and 218.5 km in the State of Goiás), approximately 45 million paying vehicle equivalents (74% heavy vehicles and 26% light vehicles) traveled on the highway in 2020, and, irrespective of the reduction in traffic caused by the COVID-19 pandemic, this number surpassed the annual average of approximately 26 million paying vehicle equivalents per year.

- ***Ecovias do Cerrado***

Concessionária Ecovias do Cerrado S.A. BR-364/365 (“**Ecovias do Cerrado**”) is responsible for the administration and operation of (i) the section of BR-365 in the State of Minas Gerais that connects the City of Uberlândia, the main city of the Triângulo Mineiro, to the border with the State of Goiás and (ii) the section of BR-364 that runs from the City of Jataí (State of Goiás) to the junction with BR-365, close to the border between the two states. The sections are part of one of the most important grain flow routes from the Central West region to the Port of Santos. It is also essential for supplying the southern region of the State of Goiás and the State of

Minas Gerais, mainly with general cargo products, industrial supplies, construction materials, and food. With a length of 437 km, including 192.7 km on BR-364 in Goiás and 244.3 km, approximately 2.5 million paying vehicle equivalents (72% heavy vehicles and 28% light vehicles) traveled on the highway in 2020, and, irrespective of the reduction in traffic caused by the COVID-19 pandemic, this number approached the annual average of approximately 2 million paying vehicle equivalents per year.

- **Ecovias do Araguaia**

Concessionária Ecovias do Araguaia S.A. (“**Ecovias do Araguaia**”) is expected to be responsible for the operation, for 35 years, of the BR-153/414/080/TO/GO motorway in the States of Tocantins and Goiás. The project comprises a (1) 624.1km stretch of BR-153/TO/GO between the junction with TO-070 (Aliança do Tocantins) and the junction with BR-060 (Anápolis), (2) 139.6 km stretch of BR-414/GO between the junction with BR-080/GO-230(A)/324 (Assunção de Goiás) and the junction with BR-153/GO-222/ 330 (Anápolis), (3) 87 km stretch of BR-080/GO between the junction with BR-414/GO-230(B) (Assunção de Goiás) and (4) the junction with BR-153(A)/GO-342(B), totaling 850.7 km, as per the call to tender notice. Holding do Araguaia S.A., in which ECS and GLP X Participações S.A. hold interests of 65% and 35% respectively, owns 100% of the capital stock of Ecovias do Araguaia. The concession agreement was executed on 29 September 2021. Ecovias do Araguaia took over in the management of the BR-153/414/080/TO/GO motorway in October 2021 and will operate the toll collection as of April 2022.

Other information on Brazilian motorways activities

Traffic

The table below sets forth the traffic volumes of each Brazilian Motorway Concessionaire companies for the years ended 31 December 2020 and 31 December 2019.

(thousands of equivalent paying vehicles)⁽¹⁾

Company	2020			2019		
	Light	Heavy	Total	Light	Heavy	Total
Ecovia Caminho Do Mar.....	4,708	12,702	17,410	4,752	11,495	16,247
Ecocataratas	8,544	17,189	25,733	10,603	16,365	26,968
Ecovias dos Imigrantes S.A.....	30,339	26,276	56,615	35,924	25,064	60,988
Ecopistas	50,306	23,109	73,415	61,582	25,874	87,457
Ecoponte	20,770	3,897	24,667	25,129	4,260	29,389
Ecosul.....	5,537	19,048	24,585	6,838	19,573	26,412
Eco 101	14,633	33,242	47,875	15,831	31,158	46,989
Eco135 ⁽²⁾	6,490	26,884	33,374	5,090	20,196	25,286
Eco050 (MGO) ⁽³⁾	11,740	33,977	45,717	7,874	18,994	26,868
Ecovias do Cerrado ⁽⁴⁾	717	1,877	2,594			
Total	153,784	198,201	351,985	173,624	172,979	346,602
Adjusted total⁽⁵⁾.....	134,837	135,463	270,300	160,660	133,789	294,449

(1) Traffic volumes are expressed in “equivalent paying vehicles”, the basic reference unit used for toll statistics on the Brazilian market. Light vehicles (such as cars) correspond to one equivalent vehicle unit. Heavy vehicles (such as lorries and buses) are converted to equivalent vehicles using a multiplier that is applied to the number of vehicle axles and is established in the terms of each concession contract.

(2) Period from 1 April 2019.

(3) Period from 1 June 2019.

(4) Period from 14 November 2020, for the stretches “P1 and P2 UP1 in Uberlândia in Monte Alegre de Minas”.

(5) Figure on a like-for-like basis (does not include traffic figures from the concessionaires Eco 135, Eco 050 and Ecovias do Cerrado).

The decrease recorded in 2020 compared to 2019 can mainly be attributed to social distancing measures adopted by Brazilian state and municipal governments starting in the second half of March 2020, intended to limit the spread of the Covid-19 pandemic.

In general, the motorways operated by the Brazilian Motorway Subsidiaries have different volumes in terms of traffic. There are motorways for passenger or commercial vehicles, in different scales on each of the highways. Furthermore, some motorways have a direction towards the ports and large centers in regions with agricultural and industrial production flow, while others have a recreational vocation, whose traffic is increased in typically vacation months and also suffer the climatic influence on holidays throughout the year and, still, other highways have commuting characteristics with predominance of passenger vehicles and daily trips with “home-work” or “business” aspects.

The monthly traffic seasonality, which can impact the Brazilians Motorway Subsidiaries toll revenues, is more related to the organic growth that occurs over the years, than to some aspect of sectoral seasonality. This

combination of characteristics that permeate highways, ensures a year-round balance in relation to the generation of recips. However, force majeure effects or fortuitous events can reduce traffic in the highways operated, as well as the reduction of its total tolled volume, such as the effects resulting from the COVID-19 pandemic or of future new waves of contamination.

Tariffs

Historically, toll revenues have constituted the principal source of the EcoRodovias revenues, representing approximately 88.5% and 91.3% of its revenues for the years ended 31 December 2020 and 31 December 2019, respectively. Toll revenues are a function of traffic volumes and tariffs charged. In general, the toll rates applied to the Brazilian Motorway Subsidiaries network (“ASTM Group Brazilian Network”) are proportionally linked to the duration of the contract, the investment to be made in the motorway and respective stretches and type of vehicle (for example, larger vehicles, which carry heavy loads, pay more than passenger vehicles, which tend to not erode the motorways). In this way, a vehicle classification system is applied to most of the motorways in the ASTM Group Brazilian Network for the purpose of determining toll rates.

The following table sets forth the toll revenues broken down by each Brazilian Motorway Subsidiary for the years ended 31 December 2020 and 31 December 2019.

<i>(amounts in millions of Reais)</i>	Year ended 31 December	
	2020	2019
Ecovia Caminho Do Mar.....	333.7	302.9
Ecocataratas.....	336.4	348.0
Ecovias dos Imigrantes S.A.....	987.2	1,002.9
Ecopistas.....	276.9	321.8
Ecoponte.....	107.5	126.5
Ecosul.....	315.7	337.8
Eco 101.....	178.2	192.2
Eco 135.....	244.3	182.3
Eco 050 (MGO).....	231.3	138.0
Ecovias do Cerrado.....	12.7	-
TOTAL.....	3,023.9	2,952.1
Total in EUR (*).....	513.0	668.9

(*) Based on the 2020 €/Reais average exchange rate of 5.8943 and on the 2019 average Euro/Reais exchange rate of 4.4134. Source: Ufficio Italian Cambi – Banca d’Italia.

The table below shows the average rates charged by the Brazilian Motorway Subsidiaries from paying vehicles:

Average Rate (in No. of Paying Axle Equivalents in Euro)	2020	2019	2018
Ecovias dos Imigrantes.....	2.96	3.73	3.73
Ecopistas.....	0.64	0.83	0.81
Ecovia Caminho do Mar.....	3.25	4.22	4.00
Ecocataratas.....	2.22	2.92	2.79
Ecosul.....	2.18	2.90	2.73
Eco101.....	0.63	0.93	1.00
Ecoponte.....	0.74	0.97	0.98
Eco135 ⁽¹⁾	1.24	1.63	-
Eco050 ⁽²⁾	0.86	1.16	-
Ecovias do Cerrado ⁽³⁾	0.83	-	-
Consolidated Average Rate (in Euro)⁽⁴⁾.....	1.46	1.93	2.01

(1) Start of toll collection on 1 April 2019.

(2) Start of toll collection on 1 June 2019.

(3) Start of toll collection at toll plazas P1 and P2 from 14 November, 2020; start of toll collection at toll plazas P6 and P7 from 10 January 2021 and start of toll collection at P3, P4 and P5 from 20 March 2021.

(*) Based on the 2020 Euro/Reais average exchange rate of 5.8943, on the 2019 average Euro/Reais exchange rate of 4.4134 and on the 2018 average Euro/Reais exchange rate of 4.3085. Source: Ufficio Italian Cambi – Banca d’Italia.

Nonetheless, the Brazilian government has recently enacted Law No. 14,157/21 establishing general guidelines on the collection of tolls under the free passage system. This model is similar to the “free-flow system,” common in European countries, in which toll booths are not in place and vehicles are charged exclusively by totems that charge the fare based on tags installed on the vehicles. In addition to regulating the new toll collection system, Brazilian Law No. 14,157/21 also determined, in the case of concession agreements in which

it is not possible to implement the new toll system, the observance of a discount for frequent users, which will be conditioned and limited to the abatement of municipal taxes levied on revenue from the management of the highway. Law No. 14,157/21, however, still depends on regulation so that it can then be applied to concession agreements. Depending on how Law No. 14,157/21 is regulated and implemented in each of the highway concession agreements entered into by the Brazilian Motorway Subsidiaries, EcoRodovias may bear the potential risk that these concession agreements suffer economic and financial imbalances, especially due to any increase in toll evasion. The risks arising from Law No. 14,157/21 can only be precisely measured with the issuance of the respective regulatory decree and with the application of these rules to each of Brazilian Motorway Subsidiaries concession agreements in Brazil.

Toll Collection

The Brazilian motorway network is not an “interconnected” network. Accordingly, each concession collects and manages its own toll revenues. EcoRodovias is increasing the introduction of automated payment points on the ASTM Group Brazilian 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. Each toll station is currently equipped for both automated and manual payment. Third-party companies currently collect the tolls from automated systems and then allocate the proceeds due to each concessionaire. EcoRodovias remotely manages its automated toll booths by providing motorway users with the ability to call for assistance at a toll booth and by using computer systems designed to monitor the functioning of automated toll collection equipment.

Customer Support

The motorways managed by EcoRodovias have user support bases, located at strategic points and operate 24/7 (according to each concession agreement). These bases have bathrooms, including installations for people with disabilities, diaper changing areas, drinking fountains, public telephones, and parking areas. The concessionaires have customer service channels for emergency communication and requests for information and digital platforms where users can find information on traffic, accidents, possible restrictions, and the main news about traffic and highway conditions. The concessionaires also offer pre-hospital care in the event of accidents, towing services, mechanical assistance, Closed Circuit Television (CFTV) monitoring, innovation in the form of collection of toll fees with the use of debit and/or credit cards, automatic toll booths, self-service cabins, traffic counters, weighing scales for heavy vehicles, and operational control centers.

Motorway activities in United Kingdom – Road Link Holdings Limited

Road Link Holdings Limited (a company 20% directly owned by ASTM) holds 100% of the share capital of Road Link (A69) Limited which, on behalf of the “Secretary for Transport and the Highway Agency”, manages the A69 motorway between Newcastle and Carlisle in the United Kingdom. The relevant concession will expire on 31 March 2026. During the financial year ended on 31 December 2020, Road Link Holdings Limited contributed approximately €0.8 million to the ASTM Group’s profit.



Ancillary business activities in the motorway sector – Service Areas

The ASTM Group has also developed ancillary businesses to service its core toll motorway business.

As at 31 December 2020, royalties from the management of service areas on the ASTM Group Italian Network amounted to €20.4 million. All service areas include full-service petrol stations and most include self-service minimarkets and food and beverage points. Some service areas include additional accessory services such as motels, repair garages, shops and information services.

The ASTM Group does not directly manage any of the service areas but instead grants, on the basis of specific bidding procedures, subcontracts (each a “**Subcontract**” and jointly the “**Subcontracts**”) to third parties (the “**Subcontractors**”) for the management of various services in the service areas. In order to guarantee a regular and adequate level of service, potential Subcontractors are selected by the ASTM Group on the basis of their specific technical, organisational and economic skills. Bids are evaluated on the basis of quality, efficiency, and diversity of services and investments, in line with the duration of the activities entrusted to them.

The Subcontracts generally 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. Upon the expiration 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 ASTM Group owns the land, be returned to the ASTM 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 expiration 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 ASTM Group monitors the quality of the services offered by the Subcontractors at the service areas through periodic inspections of such areas.

Upon the expiration of a Subcontract, a new Subcontract may be granted only upon competitive bidding procedures. The expiry date of the Subcontracts differs for each Italian Motorway Subsidiary.

ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) SECTOR

The ASTM Group operates internationally through its subsidiaries in the construction of major infrastructure works (roads, motorways, railways, subways, bridges, viaducts, dams, civil and industrial construction works). In particular, the ASTM Group operates through Itinera, a company established in 1938 whose share capital is entirely held by ASTM and other companies of the ASTM Group.

Itinera and its subsidiaries (together, the “**Itinera Group**”) operate in the EPC sector, and their main activities are the construction and the maintenance of road, motorway and railway infrastructure, building works (hospitals and shopping centres), maritime works and works for the construction of tunnels and underground railways. The Itinera Group is one of the leading Italian groups in the EPC sector in terms of size, revenues, order book, expertise and know-how, and is a global player in the development of public-private partnership (PPP) projects. The foreign business development plan of the Itinera Group has continued in recent years in terms of participation in tenders, the opening of new branches and secondary offices, the establishment of new companies and direct investments in companies already active in the EPC sector.

According to the ENR “Top 250 International Contractors” list published in 2021, Itinera ranked 79th in the world based on 2020 turnover.

Itinera operates mainly in the Republic of Italy, central and northern Europe (Denmark, Romania, Austria, Sweden), USA, Brazil, Gulf countries (UAE, Kuwait, Oman, Saudi Arabia) and southern Africa (Kenya, Botswana).

In 2017 Itinera incorporated under Brazilian law Itinera Construções LTDA. On 18 October 2021, Itinera Construções signed a multi-year contract to execute, conserve, maintain, improve and expand works of highway BR-153/414/080/TO/GO which is managed by Ecovias do Araguaia, a concession recently awarded to the EcoRodovias Group in Brazil. Also in 2017, Itinera acquired 50% of the share capital of Halmar International LLC (“**Halmar**”), one of the leading construction companies operating in the metropolitan area of New York. Halmar is specialized in the construction of transport infrastructure (roads, motorways, railways, subways, airports, bridges and elevated roads). The transaction was carried out by establishing the US subsidiary Itinera USA Corporation, a company wholly owned by Itinera. On 8 September 2021, Itinera USA Corporation entered

into an agreement for the purchase of the remaining 50% of the share capital of Halmar. The closing of the first tranche, equal to 30% of Halmar share capital, occurred on 29 September 2021, while the closing in respect of the remaining 20% equity interest is expected to take place within 60 days of the approval of the financial statements as at 31 December 2023.

On 4 July 2018, Itinera purchased all the shares of SEA Segnaletica Stradale S.p.A. and Interstrade S.p.A. which was merged by incorporation into Itinera on 1 December 2018.

On 27 July 2020, Itinera acquired a 90% stake in the share capital of Tubosider S.p.A. (“**Tubosider**”), a company in which the ASTM Group and Itinera itself already held minority stakes. Tubosider produces, installs and sells items for use in road, rail, civil and industrial construction, including road barriers, pipes, tanks and other items, mainly made of steel.

In 2020, the Itinera Group posted a “value of production” of €1,129.6 million (€985.2 million in 2019); of which the foreign production amounted to €808.7 million corresponding to over 70% of the total “value of production” (of which €379.2 million relating to the Halmar group), while €320.9 million, corresponding to 28% of the total “value of production”, were produced in Italy.

The table below provides a breakdown of the main economic and financial data of the Itinera Group⁽¹¹⁾ for the years ended 31 December 2020 and 2019.

<i>(€ in millions)</i>	Year ended 31 December	
	2020	2019
Net Revenue	1,129.6	985.2
EBITDA	(3.8)	34.0
EBIT	(34.8)	7.1
Earning before taxes	(58.1)	0.4
Net Result for the period	(53.9)	1.0

The table below provides a breakdown of the Itinera Group’s revenues split by geographic area for the years ended 31 December 2020 and 2019.

<i>(€ in millions)</i>	Year ended 31 December	
	2020	2019
Italy	283.3	318.1
Europe	196.2	118.5
Middle East	175.8	97.1
Africa	19.0	31.4
North and South America	391.3	346.0
Total	1,065.7	911.1
Other revenues	63.9	74.1
Total revenues	1,129.6	985.2

As at 31 December 2020, the Itinera Group’s “Backlog” amounted to approximately €3.7 billion, approximately 70% of which related to works ordered by third parties and the remaining 30% to in-house works.

The table below provides a breakdown of the Itinera Group’s “Backlog” split by geographic area for the years ended 31 December 2020 and 2019.

	Year ended 31 December	
	2020	2019
Italy	48.2%	41%
Europe	21.1%	28%
Middle East	11.3%	14%
Africa	0.2%	1%
South America	0.1%	1%
USA	19.1%	15%
Total	100%	100%

⁽¹¹⁾ The data included in the table only relates to the Itinera Group and therefore includes the amount towards the other companies of the ASTM Group which are deleted in the consolidation process.

The following table sets forth the items of the net financial indebtedness of Itinera for the years ended 31 December 2020 and 2019.

	Year ended 31 December	
	2020	2019
	<i>(€ in millions)</i>	
Cash and cash equivalents.....	141.4	137.3
Financial receivables.....	27.1	36.7
Current financial liabilities.....	(246.0)	(147.2)
Net cash / (debt) – current portion.....	(77.4)	26.8
Non current financial liabilities.....	(56.5)	(91.8)
Net financial indebtedness.....	(133.9)	(65.0)

The ASTM Group operates in the EPC sector also through SINA S.p.A. (“SINA”), 100% owned by ASTM. SINA operates in the study, planning and management areas for railway and motorway works and carries out infrastructure control and inspection activities, as well as environmental monitoring activities. In addition, SINA operates in the verification of tunnel safety and surveillance systems.

SINA holds 100% of the share capital of Siteco Informatica S.r.l., a company operating in the development of technological software (in particular, application software managing road databases) and in the engineering and integration of technologies and instruments to carry out high-performance tools for photographic, geometric and topographic surveys of infrastructure.

During the first half of 2021, SINA acquired from ATIVA 100% of the share capital of Ativa Engineering S.p.A., a company operating in the design of infrastructure work and works management, and subsequently resolved upon the merger by incorporation of Ativa Engineering S.p.A. into SINA.

The following table sets forth the revenues of SINA for the years ended 31 December 2020 and 2019.

	Year ended 31 December			
	2020		2019	
	<i>€ in millions</i>	<i>% of total</i>	<i>€ in millions</i>	<i>% of total</i>
EPC sector revenues.....	69.7	99.6%	51.2	99.8%
Other revenues.....	0.3	0.4%	0.1	0.2%
Total.....	70.0	100.0%	51.3	100.0%

Source: management report of ASTM as at 31 December 2020.

The financial statements of SINA are, in accordance with applicable law and generally accepted accounting principles, consolidated pursuant to the line-by-line method (*metodo integrale*) with those of ASTM.

As at 31 December 2020, SINA’s “Backlog” amounted to approximately €72 million, about 24% of which related to works ordered by third parties and the remaining 76% to in-house works.

The breakdown of SINA’s “Backlog” by geographic area is Italy for about 91% and Europe for the remaining 9%.

The ASTM Group operates in the EPC sector also through Euroimpianti S.p.A. (“Euroimpianti”), a company operating in the areas of planning and production of electrical, telephone and electronic systems for motorway companies.

As at the date of this Base Prospectus, ASTM owns, directly and indirectly, 100% of the share capital of Euroimpianti.

The following table sets forth the revenues of Euroimpianti for the years ended 31 December 2020 and 2019.

	Year ended 31 December			
	2020		2019	
	<i>€ in millions</i>	<i>% of total</i>	<i>€ in millions</i>	<i>% of total</i>
EPC sector revenues	92.8	98.4%	73.7	97.4%
Other revenues	1.5	1.6%	0.4	2.6%
Total	94.3	100.0%	74.1	100.0%

Source: management report of ASTM as at 31 December 2020.

The financial statements of Euroimpianti are, in accordance with applicable law and generally accepted accounting principles, consolidated pursuant to the line-by-line method (*metodo integrale*) with those of ASTM.

As at 31 December 2020, Euroimpianti's "Backlog" amounted to approximately €206 million, approximately 50% of which related to works ordered by third parties and the remaining 50% to in-house works.

The breakdown of Euroimpianti's "Backlog" by geographic area is Italy for approximately 76% and Europe for the remaining 24%.

TECHNOLOGY SECTOR

The ASTM Group operates in the technology sector (including optical fibres, advanced mobility management systems and traffic management software) principally through the subsidiary Sinelec S.p.A. ("**Sinelec**"), a company resulting from the merger by incorporation of Sinelec in Sistemi e Servizi per Autostrade e Trasporti S.p.A. in 2008 (which was then renamed Sinelec).

Sinelec is active in the field of technological services both on behalf of the motorway concessionaires of the ASTM Group and on behalf of third-party companies and operates in the following business areas:

- (i) motorway equipment: in particular, Sinelec is involved in the planning, installation, maintenance and technological adjustment of the data collection tools systems (both software and hardware), technological systems to manage motorway mobility (special equipment including, *inter alia*, equipment for traffic monitoring, equipment for weather reporting, operation headquarters, road services and automatic accident monitoring) and electrical and lighting systems of tunnels;
- (ii) motorway information systems: in particular, Sinelec is involved in the planning, installation and maintenance of software controlling all of the technological motorway equipment, as well as in the monitoring and communication of traffic information. The above business also includes activities related to data processing software for operative, technical and administrative purposes (including, *inter alia*, transit recording, non-payment of tolls, management of accidents, disaster recovery, telepass recording, internet connectivity and data processing for personnel departments);
- (iii) information technology business: in particular, Sinelec is involved in the design and implementation of IT infrastructure, management of data centres, design, installation and management of optical fiber network, mobile radio systems, services of IT outsourcing and maintenance of a data processing asset, as well as cybersecurity management; and
- (iv) European motorway projects: in particular, Sinelec participates in European projects and initiatives relating to the application of new technologies to the motorway mobility (*i.e.*, GPS (Global Positioning System) position tracking and special transports optimisation).

As at the date of this Base Prospectus, ASTM holds, directly and indirectly, an equity interest of approximately 100% in Sinelec.

As at 31 December 2020, the "backlog" in the technology sector amounted to approximately €110 million, 99% of which related to works to be carried out in Italy and the remaining 1% to works to be carried out abroad. In addition, 76% of the total "backlog" in the technology sector related to works ordered by third parties and the remaining 24% to in-house works.

The revenues for the year ended 31 December 2020 were mainly generated in Italy (99%) while only a minor portion, equal to 1%, was generated abroad.

The following table sets forth the revenues of Sinelec for the years ended 31 December 2020 and 2019.

	Year ended 31 December			
	2020		2019	
	€ in millions	% of total	€ in millions	% of total
Technology sector revenues.....	74.1	98.0%	73.6	98.5%
Other revenues	1.5	2.0%	1.1	1.5%
Total	75.6	100.0%	74.7	100.0%

Source: management report of ASTM as at 31 December 2020.

The financial statements of Sinelec are, in accordance with applicable law and generally accepted accounting principles, consolidated pursuant to the line-by-line method (*metodo integrale*) with those of ASTM

CAPITAL EXPENDITURE

Capex undertaken

As at the date of this Base Prospectus, the ASTM Group's capital expenditures in Italy primarily relate to its Italian motorway activities, specifically costs for upgrading the ASTM Group Italian Network. The following table provides a breakdown of such capital expenditure for each of the Italian Motorway Subsidiaries for the years ended 31 December 2020 and 31 December 2019.

	Year ended 31 December	
	2020 ⁽¹⁾	2019 ⁽¹⁾
	(€ in millions)	
Italian Motorway Concession Holder		
SATAP A4	10.1	9.5
SATAP A21	53.6	20.2
SALT A12	44.1	39.5
SALT A15	73.1	65.9
ADF A10	44.3	20.8
ADF A6	87.4	63.3
SAV A5	11.7	12.5
AT-CN	2.8	10.2
Autovia Padana	28.5	23.4
ATIVA	36.6	n.a
Total	392.2	265.3

(1) The data provided in this table do not include maintenance expenditures incurred by SITAF, which is consolidated on a "line-by-line basis" in the ASTM consolidated financial statements as of 1 April 2021.

The other ASTM Group's capital expenditures relate to equity investments, such as those related to the PVTO and the ATIVA-SITAF Agreement.

Maintenance Costs

The ASTM Group's maintenance activities are focused on maintaining adequate (or even improve) 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 ASTM Group believes that monitoring its motorways is important in order to adequately maintain its infrastructure.

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 ASTM Group Italian Network, including structures located at exit junctions, and the treatment of roads to counter ice and snow and other adverse weather conditions.

The following table sets forth a breakdown of the ASTM Group's maintenance expenditures for the years ended 31 December 2020 and 31 December 2019.

	Year ended 31 December	
	2020	2019
	<i>€ in millions</i>	
Maintenance of non-compensated revertible assets	155.1	141.9
Snow and winter services	14.6	12.7
Highway cleaning	11.7	8.1
Toll stations cleaning	2.1	1.8
Other Costs	10.5	9.7
Total	194.0	174.2

Expected capex

The following table provides a breakdown of the investments to be carried out from 2022 to the end of each Italian and Brazilian Motorway Concession.

	2022 - end of concession
	<i>€ in millions</i>
Italian Motorway Concession Holder	
SATAP A4	25.6
SALT A15	384.0
ADF A6	393.3
SAV A5	149.0
AT-CN A33	313.2
Autovia Padana A21	361.6
SITAF A32 and T4	490.0
New awarded A12-A10	903.6
Total	3,020.3

	2022 - end of concession
	<i>€ in millions (*)</i>
Brazilian Motorway Concession Holder	
Ecosul	11.0
Ecovias	74.0
Ecopistas	63.2
Eco101	354.0
Ecoponte	71.0
Eco050	105.4
Eco135	176.6
Ecovias do Cerrado	206.6
Ecovias do Araguaia	1,392.4
Total	2,454.2

(*) Based on the Euro/Reais exchange rate of 5.9050 as of 30 June 2021. Source: Ufficio Italiano Cambi - Banca d'Italia.

The tables above have been prepared based on the current financial plans – if already approved – or on the basis of the financial plans submitted to the competent authorities and under review as at the date of this Base Prospectus and subject to potential amendments. The above tables do not include the investments to be carried out by the expired concessions managed under the interim period regime. The investments to be effectively performed in the future by those expired concessions will depend, *inter alia*, on the duration of the interim period management and the relative incurred costs may be recovered also through the recognition of terminal values.

The expected investments plan included in the above tables may vary – even significantly – depending on several factors including, among the others, the relevant authorities' approvals, the requirements provided by new national or international regulations, the effective duration of the concessions, the occurrence of external extraordinary events, the maintenance of adequate safety standard levels.

EMPLOYEES

As at 31 December 2020, the ASTM Group had 6,075 employees.

The ASTM Group is subject to the following collective bargaining agreements:

- (1) with respect to the motorway sector, the collective bargaining agreement covering motorway concessionaires;
- (2) with respect to the engineering, procurement and construction (EPC) sector, the collective bargaining agreement for builders and industry sector workers (*contrattazione nazionale lavoratori edili ed industria*); and
- (3) with respect to the technology sector, the collective bargaining agreement for metal mechanics and plant installation sector workers (*contrattazione nazionale metalmeccanica e della installazione di impianti*).

As at 31 December 2020, EcoRodovias had 4,768 employees.

COMPETITION

Motorway Sector

Competition in Italy

The ASTM Group faces limited competition from third-party concessionaires and State-run motorways as well as competition from alternative forms of transportation. The ASTM Group believes that competition from toll motorways operated by third-party concessionaires, such as Autostrade per l'Italia S.p.A., and State-run motorways is limited as these motorways usually serve different locations from those in the ASTM Group Italian Network.

The ASTM Group regards rail and air travel as the principal alternative modes of transportation to motorways.

However, the Issuer believes that these alternative modes of transportation provide competition primarily for long-distance travel point to point or the transportation of goods for distances greater than 400 kilometres.

In the short term, the ASTM Group believes that it is unlikely that other forms of transportation will be able to take significant shares of the Italian transportation market from road transportation. The ongoing expansion of a high-speed rail network in Italy has resulted in increased competition in the transportation of both goods and passengers, but this increased competition has been concentrated on long distance transportation, which represents only a limited percentage of the revenue of the ASTM Group. The Covid-19 pandemic has also driven a partial shift of transportation demand from public means of transportation to individual means of transportation. However, it is too early to assess the impact of this trend over the time.

The ASTM Group may also face increased competition in its efforts to obtain new concessions pursuant to an open bid process (for further information, see “*Risk Factors – Risks related to the Issuer’s business activities and industry – Risks related to the ASTM Group’s dependence on motorway concessions and performing risk*”, above).

Competition in Brazil

EcoRodovias main competitors are the motoways under the direct administration of the Brazilian Federal, State and Municipal Governments, which do not charge tolls and, therefore, divert traffic from EcoRodovias’ motorways. EcoRodovias also competes in some of its areas of operation, such as the state of São Paulo, with already existing concessions, which for being partially parallel or close and having lower fares, they become alternatives routes for users. As the concession programs and processes take place, EcoRodovias is subject to increased competition. The increase in competition or the sponsored improvement by the Brazilian Federal, State and Municipal Governments of the existing highways may cause a reduction in traffic on the highways operated by EcoRodovias and, therefore, a reduction in ASTM Group’s revenues.

Currently, the motoway concessions industry in Brazil has various large groups operators. Over the past few years, these groups have come concentrating the majority of highway concessionaires, acquiring them both via public auctions and by acquisition in the secondary market. More recently, strategic groups have passed to be

interested in the Brazilian motorway concession sector, which is why the competition for assets can also increase.

Other means of transport, especially rail, also represent possible competition. Although, historically, road transport is predominant in Brazil, for both passengers and cargo, the development of rail transport, could affect the flow of vehicles on the ASTM Group Brazilian Network.

EPC Sector

For an analysis of the risks involved in the EPC sector, see “*Risk Factors – ASTM’s business in the EPC sector is subject to heavy competition*” above.

The ASTM Group in the EPC Sector operates in 16 countries, principally in Italy, Western Europe and the United States.

The ASTM Group through Itinera and its subsidiaries work on projects both for the motorway companies (“in-house” contracts) and compete with other construction companies for public and private construction contracts. For capital expenditures of the motorway sector the Italian legislation allows up to 40% of contracts to be awarded to in-house subsidiaries. The number of large EPC contractors in Italy has decreased constantly over the past 10 years as the sector has undergone a contraction in business. In response to the Covid-19 pandemic the Italian Government has formulated, in agreement with the European Union, the National Recovery and Resilience Plan (PNRR) as part of the Next Generation EU (NGEU) program, which is a €750 billion package, about half of which is made up of grants. The main component of the NGEU program is the Recovery and Resilience Facility (RRF), which has a duration of six years, from 2021 to 2026, and a total size of €672.5 billion (€312.5 billion of grants and the remaining €360 billion of loans at subsidised rates). The PNRR is designed to provide significant economic stimulus and simultaneously modernising and expanding the country’s infrastructure, thereby facilitating and promoting longer-term economic growth.

Outside Italy, in Europe the competitive climate varies from country to country as a result of the regulatory environment and the presence of major competitors. Currently the ASTM Group is active in Northern Europe where the regulatory and competitive environment is more favourable. Crucial to the success in the EPC is the knowledge and physical presence in a country, which permits the long-term development of a secure supply chain and qualified personnel.

The large infrastructure sector in the US is relatively competitive with a significant amount of regulation. The sector has continued to grow over the recent past despite government financial constraints. The bright spot in the competitive panorama is the development of Public Private Partnership (PPP) construction projects, which have been significantly. Halmar International is actively supporting ASTM in pursuing PPP business. In general, the PPP projects provide interesting returns over the life of the concession. However, most of the competition present in these projects are, for the most part, large European construction companies.

In Brazil the ASTM Group operates in the EPC sector through its indirect subsidiary Itinera Construções LTDA, which has recently signed a multi-year contract to execute, conserve, maintain, improve and expand works of highway BR-153/414/080/TO/GO which is managed by Ecovias do Araguaia, a concession recently won by the EcoRodovias Group in Brazil.

As a means to reduce competition as well as risks the Group also favours forming partnerships with well-known international partners. This approach is being applied in Europe as well as the United States.

INSURANCE

The ASTM Group maintains various insurance policies as protection against certain risks associated with operating and maintaining the ASTM Group Italian Network and associated infrastructure as well as in relation to the activities of its subsidiaries and thefts, robberies and extortions (including during the transportation of valuables). In particular, the ASTM Group maintains “all risk” policies with leading insurance companies⁽¹²⁾ by which the motorways have been insured against any damage or operating loss caused by natural phenomena (such as earthquakes, floods and landslides), electrical phenomena, socio-political events and terrorist acts,

⁽¹²⁾ The ASTM Group maintains insurance policies with Generali Italia S.p.A., UnipolSai Assicurazioni S.p.A., HDI Global SE and Società Cattolica di Assicurazione Soc. Coop.

including consequential damages, demolition, clearance and reconstruction costs. Such insurance policies also provide, under certain conditions and limitations, for the reimbursement of the non-collection of motorway tolls caused by the inactivity of the motorway following the damage caused by the abovementioned events (“business interruption”). The ASTM Group’s policies, however, do not cover industrial action and the ASTM Group does not carry business interruption insurance to cover operating losses it may experience, such as reduced toll revenues resulting from work stoppages, strikes or similar industrial actions.

In addition, all construction companies hired by the ASTM Group are required by Italian law to have in place specific all risks insurance coverage, employee insurance and liability insurance covering all damages arising from the given project.

LEGAL PROCEEDINGS

As part of the ordinary course of business, companies within the ASTM Group are subject to a number of administrative, civil, arbitration and tax proceedings. ASTM has conducted a review of its ongoing litigation and has made provisions in its consolidated financial statements where the disputes were likely to result in a negative outcome and a reasonable estimate of the loss could be made, in accordance with applicable accounting principles. The total provisions for litigation as at 31 December 2020 amounted to approximately €260.2 million, of which €243.8 million refers to the provisions for the concession risk, being mainly the risk related to lawsuits in process or that might arise with the granting authority, including with reference to the management of motorway stretches expired, for the period between the expiry date of the single concessions and the reporting date (see “*Risk Factors – Legal and regulatory risks – Risks related to legal proceedings*”, above). Such provisions amounted to €236.4 million as at 31 December 2019. Notwithstanding the foregoing, it cannot be excluded that the occurrence of new developments that, as at the date of this Base Prospectus are not predictable, may result in such provisions being inadequate.

In other cases, where the adverse outcome of a given litigation was merely possible or remote or the dispute could be resolved in a satisfactory manner and without significant impact, no specific provisions were made in its consolidated financial statements. In such cases, in the event of losing the dispute, the ASTM Group could suffer negative, even significant, effects on its economic, equity and/or financial position.

For further information on legal proceedings involving the companies belonging to the ASTM Group, see: (a) the notes to the consolidated financial statements of the Issuer as at and for the year ended 31 December 2020 and, in particular, Note 12 (*Provisions for risks and charges*); (b) the paragraph in the management report relating to the consolidated financial statements of the Issuer as at and for the year ended 31 December 2020 headed “*Risk factors and uncertainties*”, (c) the notes to the consolidated half-year report of the Issuer as at and for the six months ended 30 June 2021 and, in particular, Note 12 (*Provisions for risks and charges*); and (d) the paragraph in the management report relating to the consolidated half-year report of the Issuer as at and for the six months ended 30 June 2021 headed “*Risk factors and uncertainties*”, each incorporated by reference into this Base Prospectus (see “*Information incorporated by reference*”, above). In relation to legal proceedings involving new tenders, see “– *Motorway Sector – Italian motorway activities – Italian Motorway Subsidiaries – Società Autostrada Torino Alessandria Piacenza S.p.A. – A21 Stretch*” and “– *Motorway Sector – Italian motorway activities – Italian Motorway Subsidiaries – Società Autostrada Ligure Toscana p.a. – A12 (Sestri Levante – Livorno) / A11 (Viareggio – Lucca) / A15 (Fornola – La Spezia) stretches*” above.

With reference to the EcoRodovias Group, the consolidated financial statements of EcoRodovias show total provisions for litigation of approximately Reais 239 million (€37.5 million⁽¹³⁾) and Reais 207 million (€45.8 million⁽¹⁴⁾), as at 31 December 2020 and 31 December 2019, respectively.

For further information on legal proceedings involving the companies belonging to the EcoRodovias Group, see the paragraphs headed “*Other information*” of the notes to the consolidated financial statements of the Issuer as at and for the year ended 31 December 2020 and of the notes to the consolidated half-year report of the Issuer as at and for the six months ended 30 June 2021, each incorporated by reference into this Base Prospectus (see “*Information Incorporated by Reference*”).

⁽¹³⁾ Based on the Euro/Reais exchange rate of 6.37350 as of 31 December 2020. Source: Ufficio Italiano Cambi - Banca d’Italia.

⁽¹⁴⁾ Based on the Euro/Reais exchange rate of 4.51570 as of 31 December 2019. Source: Ufficio Italiano Cambi - Banca d’Italia.

Since 30 June 2021, there have been the following updates with respect to the legal proceedings involving the companies belonging to the EcoRodovias Group described in the notes to the consolidated financial statements of the Issuer:

- (a) **Ecovia Ecocataratas | State of Paraná.** On 10 August 2021, the Comptroller General of the State of Paraná (*Controladoria Geral do Estado do Paraná*) (the “CGE”) issued Resolution No. 45/21, which suspended ECS’, Ecocataratas’ and Ecovia’s rights to participate in new tenders, bidding processes and enter into new contracts and agreements with the public administration of the State of Paraná and imposed further penalties totaling Reais 66.1 million (€10.8 million⁽¹⁵⁾). On 20 August 2021, ECS, Ecocataratas and Ecovia filed an appeal before the Governor of the State of Paraná against such CGE’s decision. Such appeal suspended the effects of CGE Resolution No. 45/21. EcoRodovias is currently awaiting for the decision of the Governor of the State of Paraná.
- (b) **ECS Ecovias | State of São Paulo.** On 6 April 2020, Ecovias entered into a non civil persecution agreement (*Acordo de Não Persecução Cível*) (the “ANPC”) with the State of Sao Paulo’s Public Prosecutor’s Office. The ANPC was entered into within the scope of and aiming at the consensual resolution and termination of the subject matters of certain civil inquiries before the Prosecutor’s Office of the Public and Social Property of the Capital City of the State of São Paulo. The ANPC’s effectiveness was subject to the approval by the Superior Council of the Public Prosecutor’s Office of the State of São Paulo, or CSMP. On 22 September 2021, the Superior Council of the Public Prosecutor’s Office of the State of São Paulo (*Conselho Superior do Ministério Público do Estado de São Paulo*) decided not to approve the ANPC on the grounds that the facts analysed in said civil investigations already reached their statute of limitations periods and were not proven.

FINANCIAL STRUCTURE

ASTM Group’s financial debt and maturity profile

The ASTM Group’s financial debt as at 30 June 2021

As at 30 June 2021, the ASTM Group’s committed and drawn financial debt⁽¹⁶⁾ was equal to approximately €3 billion with an average maturity of 4 years and 3 months and approximately 65% of it was secured. As at the same date, 41% of the ASTM Group’s debt bore interest at a fixed rate.

ASTM Group’s Committed debt as of 30 June 2021

	EUR/000
Committed financing.....	1,982,790
2014 Bond Issuance	500,000
2018 Bond Issuance	550,000
Total ASTM Group committed debt	3,032,790

The chart below sets forth the ASTM Group’s committed financial debt⁽¹⁷⁾ maturity profile as at 30 June 2021.



⁽¹⁵⁾ Based on the Euro/Reais exchange rate of 6.14710 as of 10 August 2021. Source: Ufficio Italiano Cambi - Banca d’Italia.

⁽¹⁶⁾ Excluding (i) NPV of non financial debt due to Fondo Centrale di Garanzia, (ii) fair value of derivatives and (iii) bank overdrafts.

⁽¹⁷⁾ Excluding (i) NPV of non financial debt due to Fondo Centrale di Garanzia, (ii) fair value of derivatives and (iii) bank overdrafts.

The ASTM Group's financial debt as at 30 June 2021 including the NAF 2 Financing Agreement

The NAF 2 Financing Agreement amounting to € 1.93 billion was meant to be used, among other things, (a) to support the issuance of a cash confirmation letter covering the payment obligations of NAF 2 under the Tender Offer, (b) to fund the proposed acquisition of the shares of ASTM in the context of the Tender Offer and (c) to fund interest expenses and the acquisition costs related to fees, costs and expenses incurred under the Tender Offer. The NAF 2 Financing Agreement termination date falls twelve months after the signing date with the option, in favour of NAF 2, to extend the termination date until 24 months from the signing. As at 30 June 2021, the NAF 2 Financing Agreement was outstanding for an amount equal to € 1.93 billion. Following the NAF 2 Merger, ASTM assumed all the obligations of NAF 2 arising from the NAF 2 Financing Agreement (for further information see and “– Overview – History and developments – Voluntary Tender Offer for ASTM Ordinary Shares and Delisting of the Issuer” and “– Recent developments – Merger by incorporation of NAF 2 into ASTM”).

The chart below sets forth the ASTM Group's committed financial debt⁽¹⁸⁾ maturity profile as at 30 June 2021 including the NAF 2 Financing Agreement.



EcoRodovias Group's financial debt and maturity profile

As at 30 June 2021, the EcoRodovias Group's long term committed financial debt was equal to €1.6 billion with an average maturity of 3 years and 7 months. As at the same date, approximately 2% of the EcoRodovias Group's debt was repayable at a fixed rate of interest.

ECORODOVIAS Group's Committed Long Term Debt as of 30 June 2021

	EUR/000 (*)
Committed long term financing	286,558
Bond Issuance	1,297,276
Total ECORODOVIAS Group Committed Long Term Debt	1,565,834

* Based on the Eur/Reais exchange rate of 5.9050 at 30 June 2021

The chart below sets forth the EcoRodovias Group's maturity profile as at 30 June 2021.



⁽¹⁸⁾ Excluding (i) NPV of non financial debt due to Fondo Centrale di Garanzia, (ii) fair value of derivatives and (iii) bank overdrafts.

SHAREHOLDERS

The table below sets out ASTM shareholding structure as at the date of this Base Prospectus.

Shareholder	Percentage of voting capital
Nuova Argo Finanziaria S.p.A. ⁽²⁾	85.40%
Treasury Shares ⁽¹⁾	14.60%
Total	100%

(1) Of which 11.65%, held by ASTM, 2.92% held by Sina S.p.A. and 0.03% held by Ativa.

(2) 50.5% of the share capital of Nuova Argo is held by Aurelia S.r.l., with the remaining 49.5% held by two affiliates of Ardian, namely 42.37% held by Mercure Investment S.à r.l. and 7.13% held by Mercure Holding 2 S.à r.l.

ASTM is subject to the direction and coordination of Nuova Argo in accordance with Articles 2497 and following of the Italian Civil Code. Aurelia S.r.l. retains alone the sole control of Nuova Argo and, indirectly, of ASTM.

Shareholders' Agreement

Following the Delisting, as far as the Issuer is aware, on 5 August 2021 Aurelia and Mercure entered into a new shareholders' agreement governing, *inter alia*, (i) the termination of the shareholders' agreement entered into on 27 September 2018 between Aurelia and Mercure, as subsequently amended on 13 June 2019 and published pursuant to Articles 122 of the Financial Services Act and Article 130 of the Issuers' Regulation, (ii) the governance of Nuova Argo and ASTM and (iii) the transfer of the shares of Nuova Argo and ASTM (the "**New Shareholders' Agreement**").

On 5 August 2021, ASTM shareholders' meeting approved its new articles of association in order to implement the provisions of the New Shareholders' Agreement for the sections relating to ASTM.

In addition, on 20 February 2021, Aurelia and Mercure entered into an agreement, as modified by the New Shareholders' Agreement, whereby they agreed on the transfer from Aurelia to Mercure (and/or any of Ardian's affiliate) of a number of Nuova Argo shares. As at the date of this Base Prospectus, following the execution of the abovementioned agreement, Aurelia holds an equity interest in Nuova Argo equal to 50.5% of its share capital and Mercure Investment S.à r.l. and Mercure Holding 2 S.à r.l. (both Ardian's affiliates) hold in aggregate an equity interest of 49.5%, it being understood that Aurelia retains alone the sole control over Nuova Argo and, indirectly, over ASTM. See "*Shareholders*" above.

CORPORATE GOVERNANCE

Corporate governance rules for Italian companies whose shares are not listed on a regulated market, such as ASTM, are set out in the Italian Civil Code and, where applicable, in the Financial Services Act, and the relevant implementing regulations.

ASTM has adopted a traditional system of corporate governance, based on a conventional organisational model involving the shareholders' meeting, a board of directors, a board of statutory auditors and independent auditors.

Board of Directors, internal committees and independent directors

The paragraphs set out below provide for a description of the corporate governance structure of ASTM as at the date of this Base Prospectus.

The Board of Directors and its members

Pursuant to the provisions of its articles of association in force as at the date of this Base Prospectus, the management of ASTM is entrusted to a collegial body made up of no fewer than seven and no more than nine members (including at least two independent directors), appointed by the shareholders' meeting (collectively the "**Board of Directors**", each a "**Director**").

Directors are appointed for the period established by the shareholders' meeting that appoints them which shall not exceed three financial years. Directors can be reappointed.

The Board of Directors has the widest possible powers to perform the ordinary and extraordinary tasks involved in managing ASTM. It is authorised to take all the steps that it deems appropriate in order to achieve the aims and corporate objectives of ASTM, with the sole exception of the powers expressly reserved by law or the articles of association of ASTM to the shareholders' meeting. The articles of association provide that certain matters are of exclusive competence of the board of directors and may not be delegated to single directors or to committees and that certain matters may only be resolved upon with the favourable vote of the majorities provided in the articles of association.

The Issuer's articles of association contains provisions aimed at ensuring at least two Directors of the less represented gender within the Board of Directors.

The shareholders' meeting held on 8 November 2021 appointed the Board of Directors of ASTM for a period of three financial years. Unless their office is terminated early, all the members will remain in office until the shareholders' meeting called to approve the financial statements of ASTM for the financial year ending on 31 December 2023.

The following table sets out the current members of the Board of Directors of ASTM.

Name	Position
Alberto Rubegni	Chairman
Franco Moschetti	Deputy Chairman
Umberto Tosoni	Chief Executive Officer
Caterina Bima	Director
Giuseppe Gatto	Director
Stefano Mion	Director
Luca Pecchio	Director
Andrea Pellegrini	Director
Federica Vasquez	Director

The business address of the members of the Board of Directors is the Issuer's registered office at Corso Regina Margherita 165, 10144 Turin, Italy.

Other offices held by members of the Board of Directors

The table below lists the offices in boards of directors, boards of statutory auditors, supervisory committees or other positions outside ASTM held by the members of the Board of Directors of ASTM.

Name	Position	Main positions held by Directors outside ASTM
Alberto Rubegni ⁽²⁾	Chairman	Argo Finanziaria S.p.A. – Chief Executive Officer Baglietto S.p.A. – Director ETERIA S.c.a r.l. – Chairman of the Board of Directors IGLI S.p.A. – Chairman of the Board of Directors Nuova Argo Finanziaria S.p.A. – Chief Executive Officer Rivalta Terminal Europa S.p.A. – Director Sinelec S.p.A. – Director S.I.N.A. S.p.A. – Chairman of the Board of Directors Tangenziale Esterna S.p.A. – Director Tangenziali Esterne di Milano S.p.A. – Chief Executive Officer Truck Rail Container S.p.A. – Chairman of the Board of Directors S.p.A. EcoRodovias Infraestrutura e Logistica S.A. – Director IGLI do Brasil Participações Ltda – Director
Franco Moschetti ⁽¹⁾	Deputy Chairman	Clessidra Capital Credit SGR S.p.A. – Director Axel Glocal Business S.r.l. – Sole Director Diasorin S.p.A. – Director Fideuram Asset Management SGR S.p.A. – Deputy Chairman of the Board of Directors

Name	Position	Main positions held by Directors outside ASTM
		Fondazione Angelo De Gasperis – Director OVS S.p.A. – Chairman of the Board of Directors Pellegrini S.p.A. – Director Z.V. S.p.A. – Director
Umberto Tosoni	Chief Executive Officer	ETERIA S.c.a r.l. – Director IGLI S.p.A. – Director Sinelec S.p.A. – Director Tangenziale Esterna S.p.A. – Director Tangenziali Esterne di Milano S.p.A. - Director EcoRodovias Infrastruttura e Logistica SA – Alternate Director IGLI do Brasil Participações Ltda – Director
Caterina Bima ⁽¹⁾	Director	B.M.L. S.r.l. – Chairman of the Board of Directors La Lucilla S.S. – Managing Partner (<i>socio amministratore</i>) OGR-CRT SCPA – Director Villa Chiara S.p.A. – Chairman of the Board of Directors Villa Erbosa S.p.A. – Chairman of the Board of Directors Fondazione CRT – Deputy Chairman of the Board of Directors Fondazione per l'Arte Moderna e Contemporanea CRT – Deputy Chairman of the Board of Directors
Giuseppe Gatto ⁽¹⁾ ⁽³⁾	Director	A.G. Energia S.r.l. – Sole Director Agroprofil S.p.A. – Director De.Ni.Ri. S.p.A. – Chairman of the Board of Directors Itinera S.p.A. – Director R.G. Di Resta e Gatto SAS – Managing Partner (<i>socio accomandatario</i>) Supersshield Italia S.r.l. – Chairman of the Board of Directors The Art Program S.r.l. – Director
Stefano Mion ⁽²⁾	Director	Nuova Argo Finanziaria S.p.A. – Director Maple Energy Solution LP – Director Ardian US LLC – Director
Luca Pecchio	Director	Genesi Due S.p.A. – Chairman of the Board of Directors Genesi Uno S.p.A. – Chairman of the Board of Directors HISI S.r.l. – Chief Executive Officer HISI Management S.r.l. – Chief Executive Officer Itinera S.p.A. – Director
Andrea Pellegrini ⁽²⁾ ⁽³⁾	Director	Dea Capital Alternative Funds SGR S.p.A. – Director Due.Di S.r.l. – Director Fondo Interbancario di Tutela dei Depositi – Director Maire Tecnimont S.p.A. - Director SIA S.p.A. – Director
Federica Vasquez ⁽³⁾		-

(1) *Member of the Remuneration Committee.*

(2) *Member of the Audit and Risk Committee.*

(3) *Member of the Sustainability Committee.*

Internal Committees

Under the authority conferred on it by the articles of association of ASTM, the Board of Directors has established specific committees consisting of some of its members in order to increase the efficiency and the effectiveness of its activities. Such committees have a consultative and advisory role.

As at the date of this Base Prospectus, the Board of Directors has set up the following committees:

- the **Remuneration Committee**, having the task of, *inter alia*: (i) assist the Board of Directors in the formulation of the remuneration policy; (ii) submitting proposals or expressing opinions to the Board of Directors on the remuneration of executive directors and other directors holding specific responsibilities, as well as on the setting of performance objectives related to the variable component of this remuneration; (iii) assessing on a periodical basis the adequacy, consistency and implementation of such policies; (iv) monitoring the implementation of the decisions adopted by the Board of Directors by assessing, in particular, the actual achievement of performance targets;
- the **Audit and Risk Committee**, performing advisory and informative functions as listed in the corporate governance code issued by Borsa Italiana S.p.A., as amended from time to time (the “**Corporate Governance Code**”), having the task of, *inter alia*: (a) assessing the external auditor and the control body, the correct application of the accounting principles and their homogeneity for the purposes of preparing the consolidated financial statement, after hearing the manager responsible for the corporate financial documents; (b) assessing whether the periodic financial and non-financial information is suitable to correctly represent the Issuer’s business model, its strategies, the impact of its business and the performance achieved, in coordination with the Sustainability Committee; (c) examining the content of the periodic non-financial information relevant to the internal control and risk management system; (d) expressing opinions on specific aspects relating to the identification of the main corporate risks and supports the board of directors’ assessments and decisions relating to the management of risks deriving from prejudicial facts of which the latter has become aware; (e) examining the periodic and particularly relevant reports prepared by the internal audit function; (f) monitoring the autonomy, adequacy, effectiveness and efficiency of the internal audit function; (g) entrusting the internal audit function, if necessary, with the task of carrying out specific controls on defined operational areas, giving simultaneous communication to the Chairman of the Board of Statutory Auditors; (h) reporting to the Board of Directors, at least upon the approval of the annual and half-yearly financial statements, on the activities carried out and on the adequacy of the internal control and risk management system; and (i) exercising the powers granted to the Committee of transaction with related parties pursuant to ASTM’s related parties procedure; and
- the **Sustainability Committee**, performing proposal and consultative functions on corporate social responsibility matters, including without limitation (i) the assessment of the sustainability plan to be submitted for approval to the Board of Directors, and the monitoring of its implementation and (ii) the assessment of periodic non-financial information to be submitted for approval to the Board of Directors, including the assessment of the sustainability plan, the monitoring of its implementation and the assessment of the sustainability report.

Independent Directors

The current Board of Directors includes four Directors who meet requirements of independence and qualify as independent Directors in accordance with the guidelines provided for by the Corporate Governance Code and the Financial Services Act. As at the date of this Base Prospectus, the independent Directors are Franco Moschetti, Caterina Bima, Giuseppe Gatto and Andrea Pellegrini.

Board of Statutory Auditors

The Board of Statutory Auditors and its members

Pursuant to ASTM’s current articles of association, the board of statutory auditors is composed of three auditors and three alternate auditors, each of which shall meet the requirements provided for by applicable law and the articles of association of ASTM (collectively the “**Board of Statutory Auditors**”, each a “**Statutory Auditor**”). All members of the Board of Statutory Auditors are appointed by the shareholders’ meeting for three financial

years and can be reappointed. The alternate auditors will replace any statutory auditor who resigns or is otherwise unable to serve as a Statutory Auditor in accordance with the articles of association of ASTM.

The Board of Statutory Auditors is the corporate body that verifies that administrative matters are in good order and, in particular, whether the organisational, administrative and accounting structure adopted by the Board of Directors is appropriate and operating as it should.

The Issuer's articles of association contains provisions aimed at ensuring at least one Statutory Auditor of the less represented gender within the Board of Statutory Auditors.

The shareholders' meeting held on 25 May 2020 appointed the Board of Statutory Auditors of ASTM for a period of three financial years. The current Statutory Auditors will hold their office until the shareholders' meeting called to approve the financial statements of ASTM for the financial year ending on 31 December 2022 or, if earlier, until the date of cessation of the office of an alternate Auditor. Upon expiry of the current Board of Statutory Auditors, the new Board of Statutory Auditors will be composed of three auditors and two alternate auditors, each of which shall meet the requirements provided for by applicable law and the articles of association of ASTM.

The following table sets out the current members of the Board of Statutory Auditors of ASTM.

Name	Position
Andrea Bonelli ⁽¹⁾⁽³⁾	Chairman
Piera Braja ⁽²⁾	Member
Pellegrino Libroia ⁽²⁾	Member
Roberto Coda ⁽²⁾	Alternate Auditor
Gasparino Ferrari ⁽²⁾	Alternate Auditor
Luisa Marina Pasotti ⁽¹⁾	Alternate Auditor

(1) Statutory Auditor appointed by the shareholders' meeting held on 29 April 2021 upon proposal put forward by asset management companies and institutional investors.

(2) Statutory Auditor appointed in the list presented by the majority shareholder of ASTM (i.e. Nuova Argo Finanziaria S.p.A. holding, at the time of presentation of the list, an equity interest equal to 41.28% of the corporate capital of ASTM).

(3) Mr Andrea Bonelli has been appointed as Chairman of the Board of Directors by the shareholders' meeting held on 29 April 2021.

The business address of the members of the Board of Statutory Auditors is the Issuer's registered office at Corso Regina Margherita 165, 10144 Turin, Italy.

Other offices held by members of the Board of Statutory Auditors

The table below lists the offices in boards of directors, boards of statutory auditors, supervisory committees or other positions outside ASTM held by the members of the Board of Statutory Auditors of ASTM.

Name	Position	Main positions held by Statutory Auditors outside ASTM
Andrea Bonelli	Chairman	Birillo 2007 S.ca.r.l. - Standing Statutory Auditor Caltagirone S.p.A. - Chairman of the Board of Statutory Auditors Cefalù 20 S.r.l. - Standing Statutory Auditor Centro Medico San biagio S.r.l. - Standing Statutory Auditor Esperia Aviation services S.p.A. - Standing Statutory Auditor Genesi due S.p.A. - Standing Statutory Auditor KT S.p.A. - Chairman of the Board of Statutory Auditors LT S.r.l. - Standing Statutory Auditor LT Ennerray S.r.l. - Standing Statutory Auditor Maire Investments S.p.A. - Standing Statutory Auditor Met dev 1 S.r.l. - Standing Statutory Auditor MET Development S.p.A. - Chairman of the Board of Statutory Auditors MET Gas Processing Technologies S.p.A. - Standing Statutory Auditor MST S.p.A. - Standing Statutory Auditor Musinet Engineering S.p.A. - Chairman of the Board of Statutory Auditors MyRe Plast S.r.l. - Standing Statutory Auditor Neosia Renewables S.p.A. - Chairman of the Board of Statutory Auditors Palexpo Azienda Speciali - Chairman of the Board of Statutory Auditors

Name	Position	Main positions held by Statutory Auditors outside ASTM
		Raffaele Garofalo & C. S.A.P.A. - Standing Statutory Auditor S.I.T.A.F. S.p.A. - Standing Statutory Auditor Società Autostrada Ligure Toscana p.A. - Standing Statutory Auditor Tecnimont S.p.A. - Standing Statutory Auditor U-Coat S.p.A. - Chairman of the Board of Statutory Auditors
Piera Braja	Member	Anser S.r.l. - Sole Auditor Cerrato S.r.l. - Chairwoman of the Board of Statutory Auditors CONSEPI S.p.A. - Standing Statutory Auditor FARID Industrie S.p.A. - Chairwoman of the Board of Statutory Auditors Feg Brivio S.p.A. - Standing Statutory Auditor Finpat S.p.A. - Standing Statutory Auditor Ghisalba S.p.A. - Chairwoman of the Board of Statutory Auditors Jacobacci & Partners S.p.A. - Standing Statutory Auditor Manifattura Tessile di Nole M.T. S.p.A. - Standing Statutory Auditor O.M.T. S.p.A. - Standing Statutory Auditor Planco Finanziaria S.r.l. - Director Praxi S.p.A. - Chairwoman of the Board of Statutory Auditors S.A.G.A.T. S.p.A. - Standing Statutory Auditor S.I.T.A.F. S.p.A. - Standing Statutory Auditor SAIT Abrasivi S.p.A. - Chairwoman of the Board of Statutory Auditors SAIT Finanziaria S.p.A. - Chairwoman of the Board of Statutory Auditors Tecnositaf S.p.A. with a sole shareholder - Chairwoman of the Board of Statutory Auditors
Pellegrino Libroia	Member	Daphne 3 S.p.A. - Chairman of the Board of Statutory Auditors Ethica Holding S.p.A. – Chairman of the Board of Statutory Auditors Fininvest Finanziaria di Investimento S.p.A. – Chairman of the Board of Statutory Auditors Il Sole 24 Ore S.p.A. - Chairman of the Board of Statutory Auditors Prysmian S.p.A. - Chairman of the Board of Statutory Auditors
Roberto Coda	Alternate Auditor	ATIVA Engineering S.p.A. - Standing Statutory Auditor Aurora Uno S.p.A. - Standing Statutory Auditor Associazione Primo Levi - Standing Statutory Auditor C.A.G.E.S. S.r.l. - Sole Auditor Chieppa S.p.A. - Chairman of the Board of Statutory Auditors CIAC S.c.a.r.l. - Sole Auditor Confservizi Piemonte e Valle d’Aosta - Standing Statutory Auditor Consorzio dell’area PD-PDC in liquidazione - Liquidator Consorzio Riva sinistra di Stura - Sole Auditor Consorzio valli di Lanzo - Chairman of the Board of Statutory Auditors Cooperativa Edilizia San Pancrazio - Standing Statutory Auditor Fast Loc S.p.A. - Standing Statutory Auditor Foat architetti - Standing Statutory Auditor Fondazione Torino Musei - Board Member Giuseppe Di Vittorio Scocietà Cooperativa - Standing Statutory Auditor Immobiliare Ropa S.p.A. - Chairman of the Board of Statutory Auditors Immobiliare San Giovanni L.2 S.r.l. - Standing Statutory Auditor Itinera S.p.A. - Standing Statutory Auditor Logico S.r.l. - Director New Bravo Seven S.r.l. - Director Prima Electro S.p.A. - Chairman of the Board of Statutory Auditors Risorse Idriche S.p.A. - Standing Statutory Auditor Rovadello S.r.l. - Sole Auditor S.I.I. S.p.A. - Standing Statutory Auditor

<u>Name</u>	<u>Position</u>	<u>Main positions held by Statutory Auditors outside ASTM</u>
		Segreto Fiduciaria S.p.A. - Standing Statutory Auditor SICOGEN S.r.l. - Standing Statutory Auditor Società Cooperativa edilizia La Lavoratori – Standing Statutory Auditor
Gasparino Ferrari	Alternate Auditor	AGAPE Cooperativa Sociale Onlus - Standing Statutory Auditor ASG S.c.ar.l. - Chairman of the Board of Statutory Auditors Car-Dis S.r.l. - Sole Auditor Codel.ma S.r.l. - Standing Statutory Auditor Codelfa S.p.A. - Standing Statutory Auditor Darsene Nord Civitavecchia S.c.ar.l. in liquidazione - Standing Statutory Auditor F.lli Torti S.r.l. - Sole Auditor Fer.Net. S.r.l. in liquidazione - Liquidator La Suissa S.r.l. - Standing Statutory Auditor Mondobrico S.r.l. - Standing Statutory Auditor Ponte Nord S.p.A. - Standing Statutory Auditor Rail Hub Europe S.p.A. - Standing Statutory Auditor Residenza sanitari integrata S.r.l. - Sole Auditor Rivalta Terminal Europa S.p.A. - Chairman of the Board of Statutory Auditors S.I.T.O. di Fagnano Franco & c. S.A.S. in liquidazione - Liquidator Smart Machinery S.r.l. - Sole Auditor Taranto Logistica S.p.A. - Standing Statutory Auditor Tomato Farm S.p.A. - Standing Statutory Auditor Torti Frutta S.r.l. - Sole Auditor Transpe S.p.A. - Standing Statutory Auditor Tubosider S.p.A. - Chairman of the Board of Statutory Auditors Volpedo Frutta società Agricola Cooperativa – Sole Auditor
Luisa Marina Pasotti	Alternate Auditor	Marelli & Pozzi S.p.A. - Chairwoman of the Board of Statutory Auditors Finecobank S.p.A. - Chairwoman of the Board of Statutory Auditors Mgm Lines S.r.l. - Chairwoman of the Board of Statutory Auditors Arzachena Academy - Member of the Board of Directors Organismo italiano di Valutazione - Member of the Board of Directors

Conflicts of Interest

There are no potential or existing conflicts of interest between the duties of the members of the Board of Directors and the Board of Statutory Auditors owed to ASTM and their private interests or other duties.

Risk Management and Internal Audit systems

The risk management system (the “**Risk Management System**” or “**RMS**”) implemented by ASTM was last updated on 20 January 2020, following the implementation of the new corporate structure resulting from the SIAS Merger, and was focused on the segregation between the financial and compliance risks relating to the holding, which are managed by ASTM, and the risks pertaining to the specific businesses of the subsidiaries.

The Risk Management System structure is aimed at achieving the strategic objectives of the Issuer and the ASTM Group. In particular it ensures, *inter alia*, the effectiveness of corporate transactions, the reliability of financial information, the compliance with current applicable law and the safeguard of corporate assets.

The Board of Directors, having the responsibility for the RMS, identifies its policies and regularly assesses its suitability and effectiveness. Furthermore, the Board of Directors has appointed an RMS manager, who reports to the Board of Directors and periodically provides the results of his assessment to the Chairman of the Board of Statutory Auditors, the Audit and Risk Committee and the Chairman of the Board of Directors.

Transactions with related parties

On 26 November 2010, the Board of Directors of the Issuer approved a procedure that regulates the approval and execution of transactions with related parties entered into by ASTM, directly or through its subsidiaries. Such procedure was subsequently amended on 9 November 2012, 6 March 2014, 23 January 2017 and 24 September 2020, following the favourable opinion of the Audit and Risk Committee.

Code of Ethics and Model pursuant to Legislative Decree No. 231/2001

The Issuer has also adopted a code of ethics (the “**Code of Ethics**”), which was last updated on 3 August 2020. A copy of the Italian version of the Code of Ethics is available on the website of the Issuer at <https://www.astm.it/en/code-of-ethics-model-231/>.

In addition, by resolution of the Board of Directors passed on 3 August 2020, the Issuer adopted a new, updated Organisation Management and Supervision Model (the “**Model**”) to ensure conditions of fairness and transparency in the conduct of its business and corporate activities, pursuant to Italian Legislative Decree No. 231/2001, as amended (“*Disciplina della responsabilità amministrativa delle persone giuridiche, delle società e delle associazioni anche prive di personalità giuridica, a norma dell’articolo 11 della legge 29 settembre 2000, n. 300*”). The Model provides guidelines to prevent management and employees committing offences which may cause the company to become liable pursuant to the above-mentioned legislative decree.

On 16 May 2019, the Issuer also appointed the Supervisory Body (“*Organismo di Vigilanza*”) as the collective body responsible for monitoring the operation, effectiveness and compliance with the Model and for proposing updates to the Model. The current members of the Supervisory Body are Ms. Caterina Bima (Chairman), Ms. Anna Chiara Svelto and Ms. Piera Braja.

Sustainability report

On 19 March 2021, the Board of Directors of the Issuer approved the sustainability report. This document includes the consolidated non-financial statement of the Issuer for the year ending 31 December 2020 in compliance with Legislative Decree No. 254/2016 and describes the main initiatives and results in terms of sustainability performance of the ASTM Group. The sustainability report has been prepared in accordance with the “*GRI Sustainability Reporting Standards*” published in 2016 by the Global Reporting Initiative (GRI), based on the “in accordance-core” option; for the preparation of the sustainability report, reference has also been made to the “Ten Principles” of the United Nations Global Compact (UNGC), ISO 26000:2010 (International Organization for Standardization) and Guidelines on Non-Financial Reporting of the European Commission.

Independent Auditors

The Issuer’s current independent auditors are PricewaterhouseCoopers S.p.A., with registered office in Piazza Tre Torri, 2, 20145 Milan, Italy (“**PwC**” or the “**Independent Auditors**”). PwC is registered under No. 119644 in the register of independent auditors held by the Ministry of Economy and Finance and is also a member of ASSIREVI (*Associazione Nazionale Revisori Contabili*), the Italian association of auditing firms.

The Independent Auditors’ current appointment was conferred for the period 2017–2025 by the shareholders’ meeting held on 28 April 2017 and will expire on the date of the shareholders’ meeting convened to approve the financial statements of ASTM for the financial year ending 31 December 2025.

RECENT DEVELOPMENTS

Approval of the sustainability framework

In July 2021 ASTM submitted to Science Based Targets initiative (SBTi) its targets, which were then approved in September 2021 and communicated to the market on 14 October 2021.

On 8 November 2021 the Issuer approved a “Sustainability-Linked Financing Framework” which, together with the second party opinion issued in respect thereof by Vigeo Eiris is available on the website of the Issuer respectively at https://www.astm.it/wp-content/uploads/2021/11/ASTM_SLF-Framework_November-2021.pdf and <https://www.astm.it/wp-content/uploads/2021/11/Second-Party-Opinion-on-ASTM-SLF-Framework-November-2021.pdf>.

Approval of the additional periodic financial information as at 30 September 2021

On 8 November 2021, the Board of Directors of ASTM approved the additional periodic financial information as at 30 September 2021, incorporated by reference in this Base Prospectus (see, “*Information incorporated by reference*” above).

Recent developments on traffic data

Traffic data in Italy

The overall traffic performance during the first nine months of 2021 shows a great recovery after the pandemic event with a total growth of 18.7% with respect to the same period in 2020 benefiting from the traffic data of SITAF starting from 1 April 2021. Comparable traffic, excluding traffic data of SITAF, increased 16.4% in the first nine months of 2021.

With respect to the comparable traffic of the first nine months of 2019 (excluding ATIVA traffic data for which figures have been consolidated since 1 January 2020), the overall traffic during the first nine months of 2021 shows a decrease of 15.1%.

Company	1/1-30/09/2021			1/1-30/09/2020			Changes		
	Light	Heavy	Total	Light	Heavy	Total	Light	Heavy	Total
	<i>(millions vehicles/km)</i>								
SATAP S.p.A. – A4 Section.....	977	453	1,430	838	389	1,227	16.6%	16.6%	16.6%
SATAP S.p.A. – Tratta A21 Section ...	796	507	1,303	667	436	1,103	19.2%	16.4%	18.1%
SAV S.p.A.....	152	56	208	155	50	205	-1.7%	13.1%	1.9%
Autostrada dei Fiori S.p.A. – A10 Section	547	230	777	471	193	664	16.3%	19.0%	17.1%
Autostrada dei Fiori S.p.A. – A6 Section	512	136	648	458	114	572	11.7%	19.4%	13.3%
SALT p.A. - A12 Section.....	1,017	287	1,304	830	240	1,070	22.5%	19.6%	21.8%
SALT p.A. - A15 Section.....	460	153	613	390	128	518	18.0%	19.2%	18.3%
Autostrada Asti-Cuneo S.p.A.....	72	30	102	62	26	88	16.6%	16.8%	16.6%
Autovia Padana S.p.A.....	387	264	651	328	226	554	17.9%	16.5%	17.3%
ATIVA S.p.A.....	931	253	1,184	849	215	1,064	9.7%	17.6%	11.3%
Comparable Total ⁽¹⁾	5,851	2,369	8,220	5,048	2,017	7,065	15.9%	17.5%	16.4%
Sitaf S.p.A. - A32 Section.....	111	52	163	-	-	-	n.m.	n.m.	n.m.
Total	5,962	2,421	8,383	5,048	2,017	7,065	18.1%	20.1%	18.7%
Trafo Fréjus (<i>thousands of transits</i>) .									
Sitaf S.p.A. - T4 Fréjus Tunnel....	438	425	863	-	-	-	n.m.	n.m.	n.m.

(1) Net of traffic figures from SITAF S.p.A., for which figures have been consolidated since 1 April 2021.

Traffic data in Brazil

The overall traffic performance during the first nine months of 2021 shows total growth of 21.7% with respect to the same period in 2020 benefiting – for the entire period – from the traffic data of Ecovias do Cerrado. Comparable traffic, excluding the start of toll collection by Ecovias do Cerrado, increased 11.9% in the first nine months of 2021.

With respect to the comparable traffic of the first nine months of 2019 (excluding Eco 135 and Eco 050 traffic data for which toll collection starts respectively from 1 April 2019 and 1 June 2019), the overall traffic performance during the first nine months of 2021 shows a total growth of 0.3%.

Company	1.1-30.9.2021			1.1-30.9.2020			Changes		
	Light	Heavy	Total	Light	Heavy	Total	Light	Heavy	Total
	<i>(in thousands of equivalent paying vehicles)¹</i>								
Ecovias dos Imigrantes	23,549	20,401	43,950	20,977	19,820	40,797	12.3%	2.9%	7.7%
Ecopistas	40,560	19,025	59,585	34,882	16,656	51,538	16.3%	14.2%	15.6%
Ecovia Caminho do Mar	3,249	9,540	12,789	3,279	10,001	13,280	-0.9%	-4.6%	-3.7%
Ecocataratas	6,754	14,022	20,776	5,933	12,872	18,805	13.8%	8.9%	10.5%
Ecosul.....	4,358	16,235	20,593	4,003	14,926	18,929	8.9%	8.8%	8.8%
Eco 101	11,758	28,652	40,410	10,289	23,878	34,167	14.3%	20.0%	18.3%
Ecoponte.....	17,322	3,143	20,465	14,827	2,787	17,614	16.8%	12.8%	16.2%
Eco 135	4,844	21,983	26,827	4,540	19,251	23,791	6.7%	14.2%	12.8%
Eco 050	9,146	27,867	37,013	8,203	25,260	33,463	11.5%	10.3%	10.6%
Comparable total ²	121,540	160,868	282,408	106,933	145,451	252,384	13.7%	10.6%	11.9%
Ecovias do Cerrado	4,887	19,919	24,806	-	-	-	n.m.	n.m.	n.m.
Total	126,427	180,787	307,214	106,933	145,451	252,384	18.2%	24.3%	21.7%

Consolidation of EcoRodovias in ASTM Consolidated Financial Statements

On 14 October 2021, the board of directors of EcoRodovias called an extraordinary shareholders’ meeting of the company to be held on 16 November 2021 in order to appoint the new board of directors of EcoRodovias. Upon appointment of the new board of directors of EcoRodovias, ASTM, through IGLI Brasil and IGLI, will account for a majority of EcoRodovias’ directors and, therefore, will have the power to direct EcoRodovias’ significant actions, a necessary condition for the consolidation on a “line-by-line basis” of the Brazilian

company. Accordingly, EcoRodovias is expected to be consolidated on a “line-by-line basis” in the ASTM consolidated financial statements as of 1 December 2021.

Merger by incorporation of NAF 2 into ASTM

Overview

On 24 June 2021, the Board of Director of each of ASTM and NAF 2 approved the merger plan (the “**NAF 2 Merger Plan**”) for the merger of NAF 2 by way of incorporation into ASTM pursuant to Articles 2501-*bis* and 2501-*ter* of the Italian Civil Code (the “**NAF 2 Merger**”).

As Nuova Argo held, directly or indirectly through NAF 2, all ASTM ordinary shares, the Merger Plan did not envisage any exchange rate for the NAF 2 Merger. In particular, the NAF 2 Merger was carried out with no share capital increase through (i) the cancellation of all the ASTM shares currently held by NAF 2 and the corresponding decrease of ASTM share capital and (ii) the cancellation of all the NAF 2 shares held by Nuova Argo with no issue of new shares by ASTM.

On 5 August 2021, the shareholders’ extraordinary meetings of each of ASTM and NAF 2 approved the NAF 2 Merger. The minutes of such resolutions were both registered in the competent Companies Registers’ on 13 August 2021 and the merger deed was entered into on 2 November 2021 (the “**NAF 2 Merger Deed**”).

The NAF 2 Merger became effective from a civil law perspective on 5 November 2021 (the “**NAF 2 Merger Effective Date**”), while from an accounting and tax perspective, it becomes effective retroactively on 1 January 2021.

Effects of the NAF 2 Merger

As of the NAF 2 Merger Effective Date, in accordance with Article 2504-*bis* (*Effetti della fusione*) of the Italian Civil Code, ASTM, in its capacity as incorporating company (*società incorporante*), assumed all rights and obligations (*diritti e obblighi*) of NAF 2, continuing all relationships, also procedural (*processuali*), existing prior to the NAF 2 Merger. Accordingly, ASTM assumed also the outstanding gross indebtedness incurred by NAF 2 under the NAF 2 Financing Agreement, which as at the date of this Base Prospectus is equal to € 1.930.000.000,00 in principal amount and due to be repaid after twelve months from 31 May 2021, subject to two six-month-periods of extension and subject to voluntary prepayment in whole or in part. For further information, see “– *Financial Structure*” above. In addition, as a result of the cancellation of the treasury shares held by the Issuer following the NAF 2 Merger, the share capital of the Issuer decreased from Euro 70,257,447.50 as of 30 June 2021 to Euro 36,788,507.50.

Approval of the executive project for the lot II.6 Roddi - Diga Enel - Extract b

Following the entry into force of the Additional Deeds relating to the Asti-Cuneo stretch, the MIMS with a Decree of 10 June 2021, approved the executive project for the lot II.6 Roddi - Diga Enel - Extract b (between km no. 5+000 and the Tangenziale di Alba) which, as the necessary areas had already been acquired, made it possible to begin, on 29 June 2021, the definitive handover of this work to Itinera.

Establishment of ETERIA Consorzio Stabile

On 21 June 2021, Itinera and Vianini Lavori (Caltagirone Group) established the Consorzio stabile ETERIA S.c.a r.l. with equal stakes, with the intention of participating through this vehicle in public tenders issued in Italy in the next years, while jointly contributing to the relaunch of infrastructures in Italy.

Rating actions from Fitch and Moody’s

On 10 June 2021, taking into account the increase in debt deriving from the NAF 2 Merger, Fitch announced a rating downgrade of ASTM long term debt from “BBB” to “BBB-” and assigned a “negative” outlook.

On 30 June 2021, taking into account the increase in debt deriving from the NAF 2 Merger, Moody’s announced a rating downgrade of ASTM long term debt from “Baa2” to “Baa3” and assigned a “stable” outlook.

CAPITALISATION

The following table sets out the capitalisation on a consolidated basis of ASTM as at 31 December 2020 and 30 June 2021. This information has been extracted from, and should be read in conjunction with, and is qualified in its entirety by reference to, the audited consolidated financial statements of ASTM as at and for the year ended 31 December 2020 and the unaudited report as at and for the six months ended 30 June 2021, each incorporated by reference in this Base Prospectus. See also “*Information Incorporated by Reference*” above.

	As at 31 December 20 20	As at 30 June 2021
	<i>(€ in thousands)</i>	
Cash, cash equivalents and financial receivables	(2,012,255)	(1,952,104)
Current financial liabilities.....	740,836	682,250
Total	(1,271,419)	(1,269,854)
Non-current financial liabilities (a)	2,119,882	2,706,298
Equity (b)		
(i) attributable to non-controlling interests.....	369,359	530,701
(ii) attributable to owners of the parent	2,563,966	2,709,149
<i>of which:</i>		
<i>Issued capital</i>	64,886	64,886
<i>Reserves and retained earnings</i>	2,499,080	2,644,263
Total (b)	2,933,325	3,239,850
Total capitalisation (a+b)	5,053,207	5,946,148

SUMMARY FINANCIAL INFORMATION

Set out below is a summary of certain financial information of ASTM derived from its audited consolidated annual financial statements as at and for the years ended 31 December 2019 and 31 December 2020 prepared in accordance with IFRS. The consolidated financial statements for the years ended 31 December 2019 and 31 December 2020, together with the accompanying notes and the audit reports of PricewaterhouseCoopers S.p.A. thereon are incorporated by reference into this Base Prospectus.

The financial information below should be read in conjunction with, and is qualified in its entirety by reference to, such financial statements, reports and the notes thereto. See also “*Information Incorporated by Reference*”.

The Issuer has also prepared on a voluntary basis the Group’s (i) unaudited *pro forma* consolidated statement of financial position as of 30 June 2021, (ii) unaudited *pro forma* consolidated income statement for the six months ended 30 June 2021, and (iii) unaudited *pro forma* consolidated income statement for the year ended 31 December 2020, in each case together with the related explanatory notes, in order to represent a simulation, for illustrative purposes only, of the main potential impacts that may derive from the EcoRodovias Consolidation, the SITAF Consolidation and the NAF 2 Merger. Such information is included in the section of this Base Prospectus entitled “*Annex A – Unaudited Pro Forma Consolidated Financial Information*”.

Consolidated income statement

	Audited	
	Year ended 31 December	
	2019	2020
	(€ in thousands)	
Revenue		
Motorway sector - operating activities	1,241,062	1,045,600
Motorway sector - planning and construction activities IFRIC 12	265,278	392,213
EPC sector.....	813,349	951,545
EPC sector - planning and construction activities IFRIC 12	17,751	9,306
Technology sector	23,154	16,387
Other	84,349	67,270
Total revenues	2,444,943	2,482,321
Payroll costs	(386,272)	(442,099)
Costs for services	(895,736)	(1,107,866)
Costs for raw materials.....	(210,862)	(231,830)
Other costs	(160,745)	(154,016)
Capitalised costs on fixed assets	1,071	1,274
Amortisation, depreciation and write-downs.....	(325,177)	(227,179)
Adjustment of the provision for restoration/replacement of non-compensated revertible assets	13,528	2,951
Other provisions for risks and charges	(92,052)	(30,208)
Financial income:		
<i>from unconsolidated investments</i>	1,771	807
<i>other</i>	37,174	17,923
Financial expenses:		
<i>interest expense</i>	(75,560)	(66,286)
<i>other</i>	(3,606)	(20,858)
Profit (loss) of companies accounted for by the equity method	(90,504)	56,288)
Profit (loss) before Taxes	257,973	168,646
Taxes		
Current taxes	(121,641)	(80,254)
Deferred taxes	33,560	55,330
Profit (loss) for the period	169,892	143,722
<i>share attributed to minority interests</i>	93,613	34,885
<i>share attributable to Parent Company’s Shareholders</i>	76,279	108,837
Earnings per share		
Earnings (euro per share)	0.835	0.824

Consolidated other comprehensive income

	Audited	
	Year ended 31 December	
	2019	2020
	(€ in thousands)	
Profit (loss) for the period (a)	169,892	143,722

Actuarial profit (loss) on employee benefits	(1,628)	(77)
Actuarial profit (loss) on employee benefits - companies accounted for by the equity method	41	2
Profit (loss) allocated to “reserves for revaluation at fair value”	5,551	(6,151)
Capital gains from the sale of equity investments pursuant to IFRS 9	-	18,839
Tax effect on profit (loss) that will not be subsequently reclassified in the Income Statement	80	187
Profit (loss) that will not be subsequently reclassified in the Income Statement (b).....	4,044	12,800
Profit (loss) allocated to “cash flow hedge reserve” (interest rate swaps)	15,017	(4,721)
Profit (loss) allocated to “cash flow hedge reserve” (foreign exchange hedge)	1,089	(14,322)
Share of other profit/(loss) of companies accounted for by the equity method (reserve for foreign exchange translations)	(7,727)	(131,273)
Tax effect on profit (loss) that will be subsequently reclassified in the Income Statement when certain conditions are met	(3,525)	751
Profit (loss) that will be subsequently reclassified in the Income Statement when certain conditions are met (c).....	4,854	(149,565)
Comprehensive income (a) + (b) + (c).....	178,790	6,957
<i>share attributed to minority interests</i>	<i>98,089</i>	<i>30,235</i>
<i>share attributable to Parent Company’s Shareholders</i>	<i>80,701</i>	<i>(23,278)</i>

Consolidated balance sheet

	Audited	
	As of 31 December 20 19	As of 31 December 20 20
	<i>(€ in thousands)</i>	
Non-current assets		
intangible assets		
goodwill	121,492	87,233
other intangible assets	21,518	21,864
concessions – non-compensated revertible assets	2,810,379	2,880,589
Total intangible assets.....	2,953,389	2,989,686
Tangible assets		
property, plant, machinery and other assets	142,889	146,686
rights of use.....	62,769	69,666
Total tangible assets	205,658	216,352
non-current financial assets.....		
equity accounted investments	887,135	974,003
other equity investments	114,820	42,773
other non-current financial assets.....	947,956	352,262
Total non-current financial assets.....	1,949,911	1,369,038
Deferred tax credits	175,436	212,101
Total non-current assets	5,284,394	4,787,177
Current assets		
Inventories and contract assets	286,096	361,796
Trade receivables	284,840	262,896
Current tax assets	30,459	36,566
Other receivables.....	125,555	108,003
Current financial assets	389,275	978,690
Total	1,116,225	1,747,951
Cash and cash equivalents.....	1,197,537	879,003
Total current assets	2,313,762	2,626,954
Total assets.....	7,598,156	7,414,131
Shareholders’ equity and liabilities		
Shareholders’ equity		
Shareholders’ equity attributed to owners of the parent company Share capital	65,274	64,886
Reserves and earnings	2,537,587	2,499,080
Total	2,602,861	2,563,966
Shareholders’ equity attributed to minority interests.....	357,016	369,359
Total shareholders’ equity.....	2,959,877	2,933,325
Liabilities		
Non-current liabilities		
Provisions for risks and charges and employee benefits	418,432	438,439
Trade payables	-	40
Other payables and contract liabilities	205,823	188,177
Bank debt	952,502	1,015,355
Hedging derivatives	20,729	17,065
Other financial liabilities.....	1,084,980	1,087,462

Deferred tax liabilities.....	50,553	4,762
Total non-current liabilities.....	2,733,019	2,751,300
Current liabilities		
Trade payables	447,864	582,047
Other payables and contract liabilities	345,213	365,697
Bank debt	494,655	656,052
Hedging derivatives	-	8,318
Other financial liabilities.....	571,062	76,466
Current tax liabilities.....	46,466	40,926
Total current liabilities	1,905,260	1,729,506
Total liabilities	4,638,279	4,480,806
Total shareholders' equity and liabilities	7,598,156	7,414,131

Consolidated cash flow statement

	Audited	
	Year ended 31 December	
	2019	2020
	<i>(€ in thousands)</i>	
Cash and cash equivalents - opening balance	1,087,633	1,197,537
Change in the scope of consolidation.....	65,574	7,669
Cash and cash equivalents, adjusted - opening balance (a)	1,153,207	1,205,206
Profit (loss) Adjustments	169,892	143,722
Amortisation, depreciation and write-downs.....	325,178	227,179
Adjustment to the provision for restoration/replacement of non-compensated revertible assets	(13,528)	(2,951)
Adjustment to the provision for employee benefits.....	1,666	2,014
Provisions for risks.....	92,052	30,208
Profit (loss) of companies accounted for by the equity method (net of dividends collected)	86,711	57,125
Other non-cash (income)/expenses.....	(32,532)	(69,972)
Capitalisation of financial expenses	(15,164)	(16,425)
<i>Operating Cash Flow (I)</i>	<i>614,275</i>	<i>370,900</i>
Net change in deferred tax credits and liabilities.....	(35,989)	17,450
Change in net working capital.....	67,851	104,237
Other changes from operating activities.....	(14,131)	(15,640)
<i>Change in net working capital and other changes (II)</i>	<i>17,731</i>	<i>106,047</i>
Cash generated (absorbed) by operating activities (I+II) (b)	632,006	476,947
Investments in revertible assets.....	(301,930)	(410,001)
Divestiture of revertible assets	-	-
Grants related to revertible assets.....	18,640	6,204
<i>Net investments in revertible assets (III)</i>	<i>(283,290)</i>	<i>(403,797)</i>
Net investments in property, plant, machinery and other assets.....	(31,630)	(19,460)
Net investments in intangible assets.....	(3,474)	(2,543)
Net divestiture of property, plant, machinery and other assets.....	1,228	4,563
Net divestiture of intangible assets.....	1,751	338
<i>Net investments in intangible and tangible assets (IV)</i>	<i>(32,125)</i>	<i>(17,102)</i>
(Investments)/divestiture in non-current financial assets - equity investments	(88,375)	2,437
(Investments)/divestiture in non-current financial assets	(3,416)	1,594
<i>Loans purchased TE</i>	<i>(11,277)</i>	-
<i>Shares purchased TE/TEM</i>	<i>(22,779)</i>	-
<i>Purchase of SITAF shares</i>	-	(272,020)
<i>Sale of Milano Serravalle shares</i>	-	78,308
<i>Net investments in non-current financial assets (V)</i>	<i>(125,847)</i>	<i>(189,681)</i>
Cash generated (absorbed) by investment activity (III+IV+V) (c)	(441,262)	(610,580)
Net change in bank debt.....	214,556	223,378
Issue/(Reimbursement) of bond loans	-	(500,000)
Change in financial assets	(59,874)	131,426
(Investments)/Divestiture of capitalisation insurance policies	34,708	32,683
(Investments)/Divestiture in other financial assets.....	(8,927)	7,246
Change in other financial liabilities (including payable due to ANAS - Central Insurance Fund).....	(13,689)	(52,953)
Changes in shareholders' equity attributed to minority interests.....	804	-
(Purchase)/sale of treasury shares	(5,268)	(11,658)
Public Tender Offer on SIAS shares	(199,732)	-
Changes in shareholders' equity attributed to the owners of the Parent Company.....	(13,124)	-
Dividends (and interim dividends) distributed by the Parent Company	(27,593)	-
Dividends (and interim dividends) distributed by subsidiaries to minority interests.....	(68,275)	(22,692)
Cash generated (absorbed) by financial activity (d)	(146,414)	(192,570)
Cash and cash equivalents – closing balance (a+b+c+d)	1,197,537	879,003
Additional information:		
• Taxes paid during the period.....	93,560	77,430
• Financial expenses paid during the period	81,662	69,783

Consolidated income statement

	Unaudited	
	Six months ended 30 June	
	2020	2021
	(€ in thousands)	
Revenue		
motorway sector - operating activities	439,958	572,653
motorway sector - planning and construction activities IFRIC 12	142,315	282,030
EPC sector.....	416,637	529,496
EPC sector - planning and construction activities IFRIC 12	4,039	1,666
technology sector	8,231	10,219
Other	27,726	70,111
Total revenues	1,038,906	1,466,175
Payroll costs	(215,077)	(252,103)
Costs for services	(475,891)	(659,230)
Costs for raw materials.....	(95,190)	(153,045)
Other costs	(67,759)	(84,488)
Capitalised costs on fixed assets	520	15
Amortisation, depreciation and write-downs.....	(89,070)	(115,474)
Adjustment of the provision for restoration/replacement of non-compensated revertible assets	(1,499)	10,590
Other provisions for risks and charges	(12,504)	(30,210)
Financial income:		
<i>from unconsolidated investments</i>	359	394
<i>Other</i>	8,192	12,525
Financial expenses:		
<i>interest expense</i>	(35,761)	(31,367)
<i>Other</i>	(7,804)	(8,205)
Profit (loss) of companies accounted for by the equity method	17,489	1,079
Profit (loss) before taxes	64,911	156,656
Taxes.....		
Current taxes	(14,604)	(52,726)
Deferred taxes	(9,954)	6,256
Profit (loss) for the period	40,353	110,186
• <i>share attributed to minority interests</i>	6,667	26,398
• <i>share attributable to Parent Company's Shareholders</i>	33,686	83,788
Earnings per share		
Earnings (euro per share)	0.255	0.635

Consolidated other comprehensive income

	Unaudited	
	Six months ended 30 June	
	2020	2021
	(€ in thousands)	
Profit (loss) for the period (a)	40,353	110,186
Profit (loss) allocated to "reserves for revaluation at fair value"	(6,278)	1,431
Capital gains from the sale of equity investments pursuant to IFRS 9	-	2,437
Tax effect on profit (loss) that will not be subsequently reclassified in the Income Statement	291	(155)
Profit (loss) that will not be subsequently reclassified in the Income Statement (b)	(5,987)	3,713
Profit (loss) allocated to "cash flow hedge reserve" (interest rate swaps)	(3,898)	17,050
Share of other profit/(loss) of companies accounted for by the equity method (reserve for foreign exchange translations)	(124,553)	48,672
Tax effect on profit (loss) that will be subsequently reclassified in the Income Statement when certain conditions are met	1,595	(2,022)
Profit (loss) that will be subsequently reclassified in the Income Statement when certain conditions are met (c)	(126,856)	63,700
Comprehensive income (a) + (b) + (c)	(92,490)	177,599
• <i>share attributed to minority interests</i>	4,062	29,188
• <i>share attributable to Parent Company's Shareholders</i>	(96,552)	148,411

Consolidated balance sheet

	Unaudited	
	As of 31 December 20 20	As of 30 June 2021
	(€ in thousands)	
Assets		
Non-current assets		
Intangible assets		
Goodwill	87,233	88,683
other intangible assets	21,864	320,754
concessions – non-compensated revertible assets	2,880,589	4,551,214
Total intangible assets	2,989,686	4,960,651
Tangible assets		
property, plant, machinery and other assets	146,686	155,125
rights of use	69,666	66,990
Total tangible assets	216,352	222,115
Non-current financial assets		
equity accounted investments	974,003	859,214
other equity investments	42,773	37,805
other non-current financial assets	352,262	378,044
Total non-current financial assets	1,369,038	1,275,063
Deferred tax credits	212,101	234,605
Total non-current assets	4,787,177	6,692,434
Current assets		
Inventories and contract assets	361,796	426,501
Trade receivables	262,896	318,165
Current tax assets	36,566	72,959
Other receivables	108,003	163,020
Current financial assets	978,690	1,170,704
Total	1,747,951	2,151,349
Cash and cash equivalents	879,003	625,717
Total current assets	2,626,954	2,777,066
Total assets	7,414,131	9,469,500
Shareholders' equity and liabilities		
Shareholders' equity		
<i>Shareholders' equity attributed to owners of the parent company</i>		
<i>share capital</i>	64,886	64,886
reserves and earnings	2,499,080	2,644,263
Total	2,563,966	2,709,149
Shareholders' equity attributed to minority interests	369,359	530,701
Total shareholders' equity	2,933,325	3,239,850
Liabilities		
Non-current liabilities		
Provisions for risks and charges	396,116	461,457
Employee benefits	42,323	45,763
Trade payables	40	147
Other payables and contract liabilities	188,177	1,042,460
Bank debt	1,015,355	1,581,312
Hedging derivatives	17,065	41,958
Other financial liabilities	1,087,462	1,083,028
Deferred tax liabilities	4,762	95,197
Total non-current liabilities	2,751,300	4,351,322
Current liabilities		
Trade payables	582,047	669,747
Other payables and contract liabilities	365,697	427,497
Bank debt	656,052	611,354
Hedging derivatives	8,318	-
Other financial liabilities	76,466	70,896
Current tax liabilities	40,926	98,834
Total current liabilities	1,729,506	1,878,328
Total liabilities	4,480,806	6,229,650
Total shareholders' equity and liabilities	7,414,131	9,469,500

Consolidated cash flow statement

	Unaudited	
	Six months ended 30 June	
	2020	2021
	<i>(€ in thousands)</i>	
Cash and cash equivalents – opening balance	1,197,537	879,003
Change in the scope of consolidation.....	-	33,265
Cash and cash equivalents, “adj”– opening balance (a)	1,197,537	912,268
Profit (loss)	40,353	110,186
Adjustments		
Amortisation, depreciation and write-downs.....	89,070	115,474
Adjustment to the provision for restoration/replacement of non-compensated revertible assets.....	1,499	(10,590)
Adjustment to the provision for employee benefits.....	614	890
Provisions for risks.....	12,504	30,210
Profit (loss) of companies accounted for by the equity method (net of dividends collected)	(17,100)	3,109
Other financial expenses (income).....	(3,232)	(33,700)
Capitalisation of financial expenses.....	(8,124)	(11,512)
<i>Operating Cash Flow (I)</i>	<u>115,584</u>	<u>204,067</u>
Net change in deferred tax assets and liabilities.....	10,084	4,826
Change in net working capital.....	(41,404)	(26,154)
Other changes from operating activities.....	(612)	(7,566)
<i>Change in net working capital and other changes (II)</i>	<u>(31,932)</u>	<u>(28,894)</u>
Cash generated (absorbed) by operating activities (I+II) (b)	83,652	175,173
Investments in revertible assets.....	(159,376)	(283,231)
Divestiture of revertible assets.....	-	-
Grants related to revertible assets.....	1,391	3,378
<i>Net investments in revertible assets (III)</i>	<u>(157,985)</u>	<u>(279,853)</u>
Net investments in property, plant, machinery and other assets.....	(6,695)	(17,019)
Net investments in intangible assets.....	(1,449)	(928)
<i>Net investments in intangible and tangible assets (IV)</i>	<u>(8,144)</u>	<u>(17,947)</u>
(Investments)/Divestiture in non-current financial assets - equity investments.....	(62)	(342,611)
(Investments)/Divestiture in non-current financial assets.....	(3,658)	(6,490)
<i>Net investments in non-current financial assets (V)</i>	<u>(3,720)</u>	<u>(349,101)</u>
Cash generated (absorbed) by investment activity (III+IV+V) (c)	(169,849)	(646,901)
Net change in bank debt.....	53,384	257,650
(Investments) Divestiture in other financial assets.....	88,513	(34,767)
(Investments) Divestiture of capitalisation insurance policies.....	32,695	-
Change in other financial liabilities (including payable due to ANAS - Central Insurance Fund).....	(11,122)	(29,088)
Changes in shareholders' equity attributed to minority interests.....	-	-
(Purchase) sale of treasury shares.....	(11,658)	-
Changes in shareholders' equity attributed to the owners of the parent company.....	-	-
Dividends (and interim dividends) distributed by the Parent Company.....	-	-
Dividends (and interim dividends) distributed by Subsidiaries to minority interests.....	(233)	(8,617)
Cash generated (absorbed) by financial activity (d)	151,579	185,178
Cash and cash equivalents – closing balance (a+b+c+d)	1,262,919	625,717
• Taxes paid during the period.....	15,856	24,610
• Financial expenses paid during the period.....	32,900	42,062

REGULATORY

ITALIAN MOTORWAY BUSINESS

The ASTM Group's core toll road concessions business in Italy is heavily regulated under EU and Italian law and this may affect the ASTM 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 ASTM Group and of the impact they may have on the ASTM Group and any investment in the Notes and should not rely on this summary only.

Introduction

The Italian motorway sector is governed by a series of laws, ministerial decrees and resolutions of the Italian Interministerial Committee for Economic Planning (“CIPE”), 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 laws and regulations applicable either during the award/renewal phase of the concessions or during the life of the concessions. Motorway concessionaires must operate within this regulatory framework and in compliance with the provisions of the relevant concession agreements entered into with ANAS or the MIT (Ministry of Infrastructures and Transport), as the case may be (see “– *Reorganisation of ANAS*”, below). In February 2021 the Ministry of Infrastructures and Transport / MIT changed its name in Ministry of Infrastructures and Sustainable Mobility (“MIMS”). References to MIT hereinbelow shall be read and construed as references to the MIMS.

Reorganisation of ANAS and step-in of the MIT (now MIMS)

Article 36 of Law Decree No. 98 of 6 July 2011, converted into law with amendments by Law No. 111 of 15 July 2011 (“**Law Decree 98/2011**”), and subsequent pieces of legislation provided for the reorganisation of ANAS. As of 1 October 2012, the activities and functions previously falling within the competences of ANAS have been transferred to the MIT. As a consequence, with effect from 1 October 2012, the MIT has stepped into the motorway concessions (including, without limitation, the Motorway Concessions) in force as at that date as grantor. Accordingly, all rights, powers and obligations arising from the concessions (originally entered into with ANAS as grantor) were transferred to the MIT.

As a result of such reorganisation process, the competences of ANAS are limited to (i) build and operate toll public roads and motorways, including, in certain circumstances, those reverted to State control as a result of the expiry or early termination of a relevant concession, if any on a provisional basis; (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.

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.

In order to manage the new tasks transferred to it, the MIT set up an internal body named “Direzione generale per la Vigilanza sulle concessionarie Autostradali” entrusted by Ministerial Decree No. 341 of 1 October 2012 with all the functions transferred to the MIT under Article 36, Paragraph 2 of Law Decree 98/2011. Such internal body has been subsequently renamed “Direzione generale per le strade e le autostrade, l'alta sorveglianza sulle infrastrutture stradali e la vigilanza sui contratti concessori autostradali”.

The Transport Regulatory Authority in the infrastructure and transport sectors

In the context of the reorganisation of ANAS summarised above, without prejudice to the competences of the MIT and of other public authorities, such as, *inter alia*, the *Autorità Nazionale Anticorruzione* / National Anticorruption Authority (“ANAC”) (which has replaced the Authority for the Vigilance on the Public Contracts) and the *Autorità Garante della Concorrenza e del Mercato* / Antitrust Authority (“AGCM”) in

infrastructures and transport sector, Article 37 of Law Decree 201/2011, converted into law, with amendments, by Law No. 214 of 22 December 2011 (“**Law Decree 201/2011**”) set up a new governmental body operating in the sector of infrastructures and transport (the so called *Autorità di Regolazione dei Trasporti*, “**Transport Regulatory Authority**”). The Transport Regulatory Authority started its activity on 17 September 2013.

The Transport Regulatory Authority is entrusted, *inter alia*, with regulatory and inspection powers also in the motorway sector. In particular, the Transport Regulatory Authority is entitled, *inter alia*, to: (i) define tariff systems based on the “price cap mechanism” by defining the X parameter (so called productivity factor) every 5 years, for (a) new concessions and (b) concessions existing at the date of entering into force of Law Decree 201/2011 (*i.e.*, 28 December 2011), if an update (*aggiornamento*) or amendment (*revision*) occurs; (ii) define the concession agreement schemes to be attached to the call for tender and the schemes of the call for tenders to be awarded by the concessionaires; (iii) define the optimal ambit for the management of the motorway sections in order to promote a plural management of the sections and to enhance competition; (iv) approving proposals formulated by MIT regarding the regulation and the tariff adjustments for motorway concessions; and (v) helping grantors in verifying the criteria to determine the toll tariffs when an update (*aggiornamento*) or amendment (*revision*) of the concessions occurs, taking into account the implementation status of the investments already included in the relevant toll tariff. Furthermore, the Transport Regulatory Authority may, *inter alia*, (a) 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; (b) 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 (c) 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 “**Genova Decree**”), Article 36 of the Law Decree 201/2011 specifies that the MIT, the Ministry of Economy and Finance (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 Genova Decree 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, Law Decree No. 162 of 30 December 2019, converted into law by Law No. 8 of 28 February 2020 (the “**2019 Milleproroghe Decree**”) imposed the adoption of the new scheme to all concessionaires at the time of approval of their economic financial plans (“**EFP(s)**”) at the end of the five-year regulatory period.

General Regulatory Framework – Background and developments

Standard Concession Agreement

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. Italian 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.

Single Concession(s) – General

Law Decree No. 262 of 3 October 2006, converted into Law No. 286 of 24 November 2006, as subsequently amended (as so amended, "**Law 286/2006**") 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 were required to enter into such new concession agreement (each a "**Single Concession**"), including both the conditions of the previous concession agreements in force at that time and the new specific binding provisions set forth by Law 286/2006, upon the earlier to occur of an update to the relevant EFP(s) or revision of the relevant concession agreement following the effectiveness of the new legislation. According to Law 286/2006, the Single Concessions shall provide 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 allocation to the grantor of a percentage of the profits generated by the commercial use of motorway areas;
- (iii) 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;
- (iv) the definition by the grantor of general levels of quality standards, as well as more specific standards regarding individual services provided by concessionaires;
- (v) the definition of the situations that may lead to the lapse, revocation, withdrawal or termination of the concession, with explicit reference to the payment of pre-determined damages;
- (vi) concessionaires must meet the capital adequacy requirements set forth in the relevant concession;
- (vii) concessionaires must have their financial statements audited; and
- (viii) a system of sanctions and penalties in the event of material breach of obligations arising from the Single Concessions.

In July 2013 CIPE issued a directive that set out the capital adequacy requirements of the motorway concessionaires companies applicable to new concessions whose award / notice are published following its entry into force.

Single Concession(s) – Approval process

Pursuant to Law 286/2006, each scheme of Single Concession (as agreed between the relevant grantor and the relevant concessionaire) is (i) subject to the technical review by the *Nucleo di consulenza per l'Attuazione delle linee guida sulla regolazione dei Servizi di pubblica utilità* ("**NARS**") and to the opinion of the associations of the concessionaires, consumers and users and (ii) then examined by the CIPE. Afterwards, such scheme,

together with the CIPE's remarks, shall be submitted to the relevant Parliamentary Commissions for the relevant advice.

Following the advice of the competent Parliamentary Commissions, the scheme of the Single Concession shall be approved by a Ministerial Decree to be issued by the MIT in agreement with the MEF. Such Ministerial Decree is required to be registered, after a legitimacy control (*controllo di legittimità*), by the Italian Court of Auditors (*Corte dei Conti*), the independent entity responsible for, among others, supervising public finance. The Single Concession will become effective after the registration of the relevant approval decree by the Italian Court of Auditors and the subsequent communication of such decree to the relevant concessionaire.

Each Single Concession, once it has become effective, replaces and supersedes the preceding agreements entered into between the relevant grantor and the relevant concessionaire.

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 EFP which are an integral part thereto, shall undergo the following approval procedure:

- (i) 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
- (ii) 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 (*riequilibrio*) 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.

Furthermore, Law Decree 201/2011 introduced a simplified approval procedure for amendments to existing concessions, which shall be approved by decree by the MIT, together with the MEF. 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.

The Public Contracts Code

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 of 18 April 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 (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 provides 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.*, as stated above, 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 – directly applicable to concessions in force as at 19 April 2016 – introduced provisions increasing the percentages of works, services and supplies to be awarded to third parties by the concessionaires compared to the percentages provided under Article 256, paragraph 25, of Legislative Decree No. 163/2006 (as amended by articles 51, par. 1, of Legislative Decree No. 1/2012 and 4, par. 1, lett. a) of Legislative Decree No. 83/2012 converted into Law no. 134/2012).

In particular, Article 177 of the Code states the obligation of any private concessionaires to award to third parties, through public tender procedure, a percentage equal to 80 per cent. (60 per cent for the motorway concessionaires) of the works, services and supply contracts related to concessions having a value equal to or exceeding €150,000. The remaining quota of 20 per cent. (40 per cent for the motorway concessionaires) may be awarded by private concessionaires to directly or indirectly controlled or affiliated companies or to operators selected through simplified competitive procedures.

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 motorway 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. Although Article 177 is applicable to concessions in force at the date of 19 April 2016, the relevant provisions are not applicable to concessions formerly awarded through the project financing formula or through public competitive procedures compliant with the European laws and regulations.

Moreover, Article 178 of the Public Contracts Code introduced (i) an *interim* regime of the motorway concessions close to expiration intended to prohibit the extension of the term of concessions and (ii) specific provisions for new concessions to be awarded.

In case of motorway concessions expiring within 24 months from the entry into force of the Public Contracts Code, the grantor shall call the competitive procedures for the award of the new concessions at least 24 months before the expiry date of the concessions in force and, in any case, as soon as possible so to ensure continuity between concession regimes. Should said competitive procedures not be completed within the expiry date of the concessions in force, the outgoing concessionaires shall continue to operate (so called *amministrazione ordinaria*) the motorway until the transfer of the operation to the incoming concessionaires at the conditions set forth under the concession agreements in force. However, Article 178 also provides that, at the expiration of the concession in force, the grantor may decide to operate the motorway in-house pursuant to article 5 of the Public Contracts Code. Furthermore, according to Article 178, paragraph 8, the grantor may request to the

Transport Regulatory Authority a prior opinion on the scheme of the concessions to be awarded. In relation to the new concessions to be awarded, Article 178 provides, *inter alia*, that:

- (i) the competitive procedures for the award of the new motorway concessions should comply with Part III of the Public Contracts Code;
- (ii) the motorway concessions cannot be granted through a project finance procedure provided for in Article 183 of Public Contracts Code;
- (iii) public-private-partnerships (where concessions are included) generally funded through availability fee (*canone di disponibilità*) may be used for any type of concession including motorway concessions. With respect to the latter, by derogation from the ordinary rule, as provided for in Article 178 of the Public Contracts Code, traffic risk should be allocated on the grantor;
- (iv) motorway concessions relating to highways concerning one or more regions may be granted by the MIT to in-house companies owned by others public administrations specifically set up for these purposes. In this case, the MIT can exercise a control, similar to that it exercises over its own departments, on the aforementioned in-house companies through a committee governed by a special agreement pursuant to Article 15 of Law No. 241/1990. Such committee exercises on the in-house company the powers envisaged in Article 5 of Public Contracts Code;
- (v) the operational risk set forth in Article 3, paragraph.1, lett. zz) of the Public Contracts Code shall include the “traffic risk” which, except for PPP referred to under (iii) above, is borne by the concessionaire; and
- (vi) the outgoing concessionaire will be entitled to receive from the incoming concessionaire a compensation for the investments made and not amortised yet equal to the cost effectively borne, net of amortisation of the reversible assets (*beni reversibili*) resulting from the balance sheet at the date of the year of expiration of the concession, taking into account the variations occurred for regulatory purposes.

The 2019 Milleproroghe Decree

The 2019 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 2019 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 December 2021 at the latest”*.

Article 35 of the 2019 Milleproroghe Decree introduced new regulations regarding termination of the concession for a breach of the arrangement by the motorway operator, providing for: on 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 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.

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)".

All the concessions of the ASTM Group were already aligned to the provisions of article 35 of the 2019 Milleproroghe Decree except for the concessions granted to SATAP in relation to the A4 Turin – Milan and the one granted to ADF in relation to the A6 Turin – Savona.

Recent pieces of legislation

As at the date of this Base Prospectus, new pieces of legislation have been approved which, *inter alia*, regulate ANAS powers and activities and provide for the incorporation of a newly established company entirely owned by the MEF and subject to the analogous control (*controllo analogo*) of the MIMS to which, *inter alia*, the powers currently carried out by ANAS in relation to state-owned toll motorways should be entrusted.

Single Concessions of the Italian Motorway Subsidiaries

The following table lists the concessions held by the Italian Motorway Subsidiaries, specifying the expiry date of each concession.

Concession holder	Concession/Motorway	Current expiry date
ADF	A10 Savona – Ventimiglia.....	30/11/2021
	A6 Turin – Savona.....	31/12/2038
AT-CN	A33 Asti – Cuneo	31/12/2031 ⁽¹⁾
ATIVA	A5-A55 Turin-Ivrea-Quincinetto, Ivrea-Santhià and Turin Ring Road Motorway System (<i>Sistema Autostradale Tangenziale Torinese</i>).....	31/08/2016 ⁽²⁾
Autovia Padana	A21 Piacenza – Cremona – Brescia.....	28/02/2043
SATAP	A4 Turin – Milan.....	31/12/2026
	A21 Turin – Alessandria-Piacenza	30/06/2017 ⁽¹⁾
SALT	A12 Livorno – Sestri Levante, A11 Viareggio-Lucca, A15 Fornola-La Spezia	31/07/2019 ⁽¹⁾
	A15 Parma – La Spezia	31/12/2031
SAV	A5 Quincinetto – Aosta, Racc. A5-SS27 del G. S. Bernardo.....	31/12/2032
SITAF	A32 Turin-Bardonecchia – Fréjus Tunnel T4.....	31/12/2050

(1) The expiry date at 31 December 2031 is provided for in the Additional Deed signed with the Granting Body, which provides for a cross-financing operation between SATAP and Asti Cuneo aimed at completing construction work on the A33 Asti-Cuneo stretch.

(2) Upon MIT request, SATAP manages the A21 Turin-Alessandria-Piacenza motorway, ATIVA manages the A5-A55 Turin-Ivrea-Quincinetto motorway section, the Ivrea-Santheia motorway section and the Turin Ring Road Motorway System (*Sistema Autostradale Tangenziale Torinese*) and SALT manages the A12 Livorno-Sestri Levante, A11 Viareggio-Lucca, A15 Fornola-La Spezia motorway sections, each under a *prorogatio* regime until the selection of the new concessionaire. For further information, see “Description of the Issuer – Motorway Activities – Italian Motorway Activities – Italian Motorway Subsidiaries” above.

The Group's motorway concessions are governed by Single Concessions entered into between the relevant concessionaire and the grantor.

The key terms of the Single Concessions of the Italian Motorway Subsidiaries are summarised under “- Key Concession Terms of the Single Concessions of the Italian Motorway Subsidiaries”, below.

EFPs of the Italian Motorway Subsidiaries

The following table lists the expiry date of the current regulatory period or, as applicable, of the EFPs of each Italian Motorway Subsidiary.

<u>Concession Holder</u>	<u>Concession/Motorway</u>	<u>Expiry date of the EFP / regulatory period</u>
ADF	A10 Savona – Ventimiglia ⁽¹⁾	30/11/2021
	A6 Turin – Savona ⁽¹⁾	31/12/2023
AT-CN	A33 Asti – Cuneo	31/12/2022
ATIVA	A5-A55 Turin-Ivrea-Quincinetto, Ivrea-Santhià and Turin Ring Road Motorway System (<i>Sistema Autostradale Tangenziale Torinese</i>) ⁽²⁾	31/08/2016
Autovia Padana	A21 Piacenza – Cremona – Brescia.....	31/12/2022
SATAP	A4 Turin – Milan	31/12/2022
	A21 Turin – Alessandria-Piacenza ⁽²⁾	30/06/2017
SALT	A12 Livorno – Sestri Levante, A11 Viareggio-Lucca, A15 Fornola-La Spezia ⁽²⁾	31/07/2019
	A15 Parma – La Spezia ⁽¹⁾	31/12/2023
SAV	A5 Quincinetto – Aosta, Racc. A5-SS27 del G. S. Bernardo ⁽¹⁾	31/12/2023
SITAF	A32 Turin-Bardonecchia – Fréjus Tunnel T4 ⁽¹⁾	31/12/2023

(1) As at the date of this Base Prospectus the update process of the EFPs for such Italian Motorway Subsidiary has not yet been completed.

(2) Italian Motorway Concession managed under a prorogatio regime in respect of which the EFP has expired.

The EFP of each Single Concession is subject to revision/adjournment every five years. In particular, the relevant adjustments shall be carried out by 30 June of the first financial year (*esercizio*) of the new regulatory period.

In addition, the grantor or the Italian Motorway Concessionaires are entitled to request, also in the course of each regulatory period, a revision of the Financial plan and the terms of the Single Concessions in case of a *force majeure* (or any extraordinary event) or (only with regard to the Italian Motorway Concessionaire) submission of a new investment plan which impacts the economic and financial balance of the Single Concessions. The specific procedures for the adjournment and the revision of the financial plan are detailed in the relevant Single Concessions.

When adjourning or reviewing the EFPs, the risk of construction is borne by the Italian Motorway Concessionaire once the final project of the works has been approved by the grantor, unless the increase of costs is due to *force majeure* or to facts dependent on third parties and out of the responsibility of the Italian Motorway Concessionaire.

Rules, mechanism and procedure for the periodical adjustment of the tariffs

Tariffs formula pursuant to CIPE Directive 39/07

In accordance with Law Decree 262/2006, CIPE issued a directive in June 2007 (“**CIPE Directive 39/07**”) that introduced specific criteria and parameters for determining motorway tariffs. In particular, CIPE Directive 39/07 introduced a tariff formula and provided 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 a proper rate of return.

According to the provisions of CIPE Directive 39/07, the tariff formulas, defined according to the price cap method, results from the application of the following parameters:

- ΔT is the annual percentage ratio of the tariff;
- ΔP is the annual rate of projected inflation in Italy established by the Government in its Economic and Financial Plan;
- Xr is the percentage coefficient of annual adjustment of the tariff determined at the beginning of any regulatory period (5 years) and unchanged during such period so that in the next regulatory period, without any further investments, the discounted value of the expected incomes shall be equal to the

discounted value of the admitted costs, considering the increase in efficiency for the Italian Motorway Concessionaires and discounting the amounts at the fair remuneration rate;

- **K** is the annual percentage *ratio* of the tariffs determined every year in order to remunerate the investments performed during the previous year; therefore, it is calculated so that the discounted value of the increased incomes expected at the end of the regulatory period shall be equal to the discounted value of the increased admitted costs, discounting the amounts at the fair remuneration rate;
- **Xp** is the coefficient related to the productivity as determined by the grantor, according to the provisions of the relevant Single Concession;
- **α** is a percentage equal to 70% for the whole duration of the concession; and
- **CPI** represents the actual rate of inflation for the previous twelve-month period from 1 July to 30 June as measured by Italian Institute of Statistics (*Istituto Nazionale di Statistica*, or ISTAT).

Finally, to be added or deducted to the tariff components listed above is a coefficient $\beta\Delta Q$ related to the quality factor connected with the *status* of road surface and the accident rate.

As at the date of the Base Prospectus the ASTM Group applies the CIPE Directive 39/07 tariff formula to certain Italian Motorway Concessions as specified in the table below.

<u>Concession Holder</u>	<u>Tariff formula</u>	<u>Expiry date of the Tariff formula</u>
SATAP A21	$\Delta T = \Delta P - X_r + K + \beta\Delta Q$	Up to the cessation of the <i>prorogatio</i> regime
Autovia Padana	$\Delta T = \Delta P - X_r + K + \beta\Delta Q$	31/12/2022
ATIVA A5-A55 Turin-Ivrea-Quincinetto, Ivrea-Santhe and Turin Ring Road Motorway System (<i>Sistema Autostradale Tangenziale Torinese</i>)	$\Delta T \leq \Delta P - X_p + K + \beta\Delta Q$	Up to the cessation of the <i>prorogatio</i> regime
SALT A12	$\Delta T = \alpha * CPI + K$	Up to the cessation of the <i>prorogatio</i> regime

Tariffs formula pursuant to the Transportation Regulatory Authority Resolution No. 16/2019

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 “**Sblocca Italia Decree**”), the toll tariff systems in accordance with a price cap methodology and a productivity index X to be updated every five years:

- for new concession agreements (as it was required by the Sblocca Italia Decree before the entry into force of Decreto Genova); and
- for ongoing concession agreements at the date of the entry into force of the Sblocca Italia Decree 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.

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 Single Concessions, after specific public consultations.

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 thereto for which the

five-year regulatory period has expired (i) in the period following the entry into force of Decreto Genova and (ii) before the entry into force of the Genova Decree, 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.

The Annex A to the Resolution No. 16/2019 (“**Annex A**”) sets forth the following principles on which the tariff system is based:

- 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 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 the 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 the Transport 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 not been not yet amortised upon expiry of the previous

concession, net of: (i) pre-established reserves for late investments, subject to assessments of the grantor; (ii) “debt from imputed value” (*debito da poste figurative*), allocated to the risks and charges funds, consisting of toll revenues exceeding the costs eligible as remuneration by the grantor (the “**Construction Component**”);

- made on the concessionaire’s (non-reversible) operating assets, where relevant and efficient (the “**Opex Component**”).

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 reversible 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;
- (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.

The Construction 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.

As of the date of the Base Prospectus, the ASTM Group refers to the tariff formula envisaged by Resolution No. 16/2019 to SATAP A4, ATCN A33, ADF A10, ADF A6, SALT A15, SAV A5 and SITAF A32.

Amendments to the tariffs adjustments

The procedure for the annual tariff adjustment provides, *inter alia*, as follow:

- (i) by 15 October of each year the concessionaires must provide only the grantor (*i.e.*, the MIMS) with a proposal of tariff adjustment based on the formulas provided by the Single Concessions as well as the value of the K factor (*i.e.*, the tariff component, as defined above, representing the investments carried out by the motorway concessionaire) to be remunerated through the tariff formula and the X factor relating to each additional intervention;

- (ii) by 15 December the MIMS, in agreement with the MEF, shall approve or reject the tariff proposal by means of a reasoned decree. The rejection of the tariff proposal may concern only irregularities of the values included in the tariff formula and material breaches of the obligations set forth by the Concession agreement and contested by the grantor⁽¹⁹⁾ by June 30 of the previous year.
- (iii) in the event the tariff proposal is approved, the annual tariff increases become effective by 1 January of the following year.

Italian Motorway Subsidiaries – Tariffs formula adjustments for 2020 and 2021

The ASTM Group's proposal for the annual tariff adjustment for 2021 was filed with the grantor by 15 October 2020. Except for Autovia Padana, no tariffs adjustments have been recognized by the MIMS to the relevant Italian Motorway Concessionaires for 2021.

Furthermore, the ASTM Group's proposal for the annual tariff adjustment for 2022 was filed with the MIMS by 15 October 2021. As at the date of this Base Prospectus the above proposal are still under review by the competent authorities.

Concession Fees and Surcharges

Pursuant to Article 1, Paragraph 1020, of Law No. 296 of 27 December 2006 (“**Law 296/2006**”) the motorway concessionaires must pay to the grantor, as of 1 January 2007, a concession fee equal to 2.4 per cent of the net revenues of toll fees⁽²⁰⁾.

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).

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.

Key Concession Terms of the Single Concessions of the Italian Motorway Subsidiaries

The Single Concessions awarded to ADF, AT-CN, ATIVA, Autovia Padana, SALT, SATAP, SAV and SITAF contain a set of key common provisions concerning, *inter alia*, (i) the list of the obligations to be fulfilled by the Italian Motorway Concessionaires; (ii) the procedures for the approval of any changes of the Italian Motorway Concessionaire's share capital; (iii) the sanctions and penalties applicable by the grantor (originally being ANAS and as at the date hereof the MIMS) in the event of material breach of obligations undertaken by the Italian Motorway Concessionaires; (iv) the concession fees due to the grantor for the possession of the

⁽¹⁹⁾ It must be noted that Article 21, Paragraph 5, of Law Decree No. 355 of 24 December 2003 makes reference to material breaches of the contractual obligations challenged “by the concessionaire”, but it is reasonable to deem that such contestation shall come by the grantor.

⁽²⁰⁾ 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%.

motorway infrastructures; (v) the specific formulas and procedures for the annual tariff adjustment; (vi) the procedure applicable in case of early termination of the Single Concessions and the compensation to which the Italian Motorway Concessionaires are entitled; (vii) the procedure for the revision of the financial plan; and (viii) the award of the sub-concessions.

(a) **Italian Motorway Subsidiaries main obligations**

The Italian Motorway Concessionaires' main obligations include, *inter alia*, the duty to:

- (i) manage and maintain the motorway infrastructure;
- (ii) organise, maintain and promote motorist assistance services;
- (iii) design and carry out the works provided in each Single Concession;
- (iv) annually provide the grantor with the plan for the ordinary maintenance activities of the motorway infrastructure, to be carried out over the next year;
- (v) provide the grantor, for its approval, with the plans for the extra-ordinary maintenance activity of the motorway infrastructures (*i.e.* any and all maintenance services not included in the ordinary maintenance services under (iv) above);
- (vi) submit to the grantor the final and executive projects of the works provided in the Single Concessions for the relevant approval;
- (vii) keep detailed financial accounts, including traffic data, for each section of the motorway;
- (viii) provide the grantor quarterly with specific and detailed accounting reports;
- (ix) have the financial accounts audited by an auditing firm to be selected in compliance with the applicable laws;
- (x) assign any works, services and supply in accordance with any applicable laws and regulations;
- (xi) submit the public notice relating to the competitive tender procedure called for the award to third parties of the works provided for in each Single Concession to the grantor;
- (xii) request and obtain any guarantee and insurance required by the Public Contracts Code;
- (xiii) provide and maintain in its by-laws (a) appropriate provisions to avoid any conflict of interests of the relevant directors, and (b) integrity and professional requirements of the directors — and, for at least some of them, also independence requirements – pursuant to Article 2387 of the Italian Civil Code;
- (xiv) maintain in its by-laws provisions pursuant to which (a) the Chairman of the Board of Statutory Auditors (or, in any case, of the relevant supervisory board) shall be an officer of the Italian Ministry of Economy and Finance and (b) a member of the Board of Statutory Auditors (or, in any case, of the relevant supervisory board) shall be an officer of the grantor;
- (xv) register in a specific reserve fund (*Fondo rischi ed oneri*) the amounts deriving from the benefit from the delay or default in the realisation of the planned new investments⁽²¹⁾; and
- (xvi) meet specific capital adequacy requirements indicated in the relevant Single Concessions.

In addition to the obligations set out under items (i) to (xvi) above (excluding items (xi) and (xv) above) Autovia Padana's main obligations include, *inter alia*, the duty to:

- (i) assign any works, services and supply to third parties in accordance with any applicable laws and regulations and, in case of award to third parties of the Lot 2 Works (as defined below), the

²¹ According to the principle of “economic neutrality” (*neutralità economica*) the recovery of the amounts related to investments planned and not executed is carried out so that the relevant Italian Motorway Concessionaire cannot receive any economic or financial benefit from the failure or the delay in the realisation of such investments.

relevant agreements shall provide for the concessionaire's right of withdrawal in the event that, *inter alia*, the concessionaire does not raise funds needed for the realisation of the Lot 2 works within the first regulatory period;

- (ii) require the MIMS to nominate commission related to the competitive tender procedure called for the award to third parties, without prejudice to the powers of ANAC;
- (iii) submit to the Supreme Counsel of Public Works (*Consiglio Superiore dei Lavori Pubblici*), for its technical and economic evaluation, the works' projects in the cases provided for by Ministerial Decree No. 399/2009;
- (iv) require to CIPE the Unique Project's Code ("CUP") for each intervention;
- (v) comply with the provision of Law No.136/2010;
- (vi) draft and yearly update the *Carta dei Servizi* (service charter), specifying the details of the quality standards for each relevant service, as provided by applicable laws. Its results shall be submitted every year to the grantor;
- (vii) hand over, upon expiry of the concession, the motorway together with all the appurtenances (*pertinenze*) in good state of maintenance taking into account the normal wear of the motorway.

(b) **Extraordinary transactions and change of control clauses**

The Single Concessions provide that any transaction involving the merger, demerger, transfer of business, transfer of the headquarter, liquidation and changes in the corporate objects as well as any transfer of the controlling shareholdings of the Italian Motorway Concessionaires or disposal of real estate reversible assets construed (*beni immobili reversibili accatastati*) by any Italian Motorway Subsidiary shall be previously authorised by the grantor.

Should the Italian Motorway Concessionaire carry out any of the above mentioned transactions without the relevant prior authorisation by the grantor, the relevant Single Concessions could be subject to the early termination procedure.

(c) **Penalties and sanctions**

The Italian Motorway Concessionaires may be required by the grantor to pay penalties and sanctions in case of material breach or default of certain specified obligations arising from the Single Concessions.

According to the terms of the contract, penalties range from a minimum amount of Euro 10,000 up to a maximum amount of Euro 1 million and the highest penalty applies in case of breach of the obligation to provide the motorist assistance service.

Always according to the terms of the contract, sanctions range from a minimum amount of Euro 25,000 up to a maximum amount of Euro 5 million and the highest sanction applies in case of breach of the obligation to seek the previous authorisation of the grantor to execute any transaction set forth under letter b) above. The maximum amount of sanctions in any reference year of the Single Concession cannot exceed 10 per cent. of revenues for that year, up to a maximum of Euro 150 million.

Should the maximum amount of the sanctions applicable in each reference year be exceeded for two consecutive years, the Single Concession could be subject to the early termination procedure.

With reference to the Autovia Padana, by way of a non exhaustive listing, a penalty shall be applied in case of any delay in the activities of design provided by the Single Concession or works, as established in the timeline approved by the grantor. In the latter case, the grantor may apply a penalty equal to Euro 25,000 for every month of delay (rounded down) concerning the starting and the completion of the interventions, unless the delay arises from a cause not attributable to the concessionaire or depends on any fact relating to a third party. In the event of (i) application of ten penalties in the maximum amount; or (ii) delay in payment of penalties greater than 20 days, the Single Concession could be subject to the early termination procedure.

Sanctions shall be applied according to the provisions of Law No. 689/1981 and their range start from a minimum amount of Euro 25,000 up to a maximum amount of Euro 150 million.

The law also provides for a penalty in art. 177 of Legislative Decree 50/2016 establishing that, in the case of situations of imbalance repeated for two consecutive years, the grantor applies a penalty equal to 10 percent of the total amount of the works, services or supplies that should have been entrusted with public procedure.

(d) **Concession fees**

Under the Single Concessions, the Italian Motorway Concessionaires are required to pay to the grantor an annual fee equal to 2.4 per cent. of the net toll revenues for the occupation of the motorway infrastructure.

The concession fee shall be further integrated with a surcharge to be paid by the Italian Motorway Concessionaire to the grantor in compliance with Law 102/2009. For further details, see “*Regulatory – Concession Fees and Surcharges*”, above.

In addition to the above, the Italian Motorway Concessionaires are required to pay to the grantor a percentage ranging from 5 per cent and 20 per cent (as the case may be) of the revenues deriving from any sub-concessions or sub-contracts awarded for the refuelling and catering activities⁽²²⁾ including fees related to the commercial use of the telecommunications networks.

(e) **Expiration or Early Termination of Single Concessions**

Expiration of the Single Concessions

Upon the expiration date of each Single Concession, the relevant Italian Motorway Concessionaire is required to transfer the motorways and related infrastructure to the grantor without any compensation due to it and in a good state of repair. In any event, each Italian Motorway Concessionaire shall continue to manage the motorway infrastructure granted by virtue of the Single Concession until the succession by the new incoming concessionaire selected through competitive procedures.

Operation of the motorway in case of early termination

Pursuant to Article 35 of the 2019 Milleproroghe Decree, should the Single Concessions be early terminated, ANAS may operate and maintain the relevant motorway infrastructures until the grantor will award the concession to a new concessionaire.

ANAS shall perform such temporary operation in compliance with a Ministerial Decree that shall be issued by the MIT in agreement with the MEF and MEF.

Moreover, 2019 Milleproroghe Decree also sets forth the validity of Single Concessions clauses excluding the Italian Motorway Concessionaire from any compensation in case of early termination.

For further information in this respect, see also “*General Regulatory Framework – Background and developmnets - The 2019 Milleproroghe Decree*” above.

Early termination due to the acts of the Italian Motorway Concessionaires

Each Single Concession sets out specific procedures for the early termination of the Concession in case of material (and not remedied) breach by the relevant Italian Motorway Concessionaire of the obligations arising from each Single Concession.

In case of material breach by the Italian Motorway Concessionaire of any of the obligations set forth in the relevant Single Concession, the grantor shall deliver to the relevant Italian Motorway Concessionaire a notice requiring it to remedy such breach within a specified and reasonable timeframe or to provide the grantor with the reasons for the breach.

²² Pursuant to Article 13 of the AT-CN Single Convention, the percentage of the revenues deriving from any sub-concessions to be paid by the Italian Motorway Concessionaire amounts to 90 per cent.

Should the unfulfilled obligations not be performed by the Italian Motorway Concessionaire within the timeframe fixed by the grantor or the reasons provided to the grantor in relation to such breach not be satisfactory, then the grantor may initiate the procedure to terminate the relevant Single Concession, which is as follows:

- (i) the grantor shall notify the Italian Motorway Concessionaire of the breach of a specific contractual obligation and shall require the Italian Motorway Concessionaire to remedy the contested breach within a set time period, which cannot be less than 90 days from the notification. Within this timeframe, the Italian Motorway Concessionaire is entitled to submit defences and objections to support its own position to the grantor;
- (ii) Should the obligations of the Italian Motorway Concessionaire not be fulfilled within the timeframe under point (i) above, or the defences submitted by the Italian Motorway Concessionaire be rejected by the grantor, this latter shall set a further timeframe, which cannot be less than 60 days, to allow the Italian Motorway Concessionaire to perform the unfulfilled obligations; and
- (iii) in the event that the Italian Motorway Concessionaire does not remedy the contested breach within the timeframe provided in point (ii), within 90 days from the expiry of the timeframe under point (ii), the grantor may request that the Ministry of Infrastructure and Transport, jointly with the Ministry of Economy and Finance, issue a decree declaring the early termination of the relevant Single Concession. In such event, the Italian Motorway Concessionaire is obliged to continue managing the concession until such concession is transferred to a new incoming concessionaire.

Should the decree declaring the early termination of the Single Concession be adopted, the grantor will step into the role of the relevant Italian Motorway Concessionaire, undertaking all its obligations and benefits arising from the Single Concession.

The 2019 Milleproroghe Decree provides a new regulation for the amount that Italian Motorway Concessionaires are entitled to receive from the grantor in case of early termination due to their acts. In particular, should the Single Concessions be terminated due to material breach by the Italian Motorway Concessionaire of any of the obligations set forth in the same, the latter is entitled to receive only (a) the value of the works realised *plus* additional charge (including the take over costs) less any amortisation, according to any applicable law; or (b) in case of missed testing (*collaudo*) of the relevant motorway infrastructure, the effective costs incurred by the concessionaire.

Any Single Concession clause providing a different regulation of the termination value is to be considered null and void and, as a consequence, automatically replaced by the above reported provision. In such respect, the concessionaire is not entitled to exercise any termination in law of the concession.

Moreover, the decree declaring the early termination of the Single Concession shall be effective even before the payment of the amounts due to the concessionaire.

For further information in this respect, see also “*General Regulatory Framework – Background and developmnets - The 2019 Milleproroghe Decree*” above.

Early Termination, revocation and withdrawal due to the grantor

In the event that the early termination of the Single Concessions is due to the breach by ANAS/MIMS of any of its obligations, or should the Single Concessions be revoked by ANAS/MIMS for reasons of public interest, the Italian Motorway Concessionaire is entitled to receive a compensation equal to (i) the value of the works executed, free from any amortisation cost, or – in the event that the works have not been tested (*collaudo*) – the costs borne by the Italian Motorway Concessionaire, (ii) the penalties and any other costs borne or to be borne due to the early termination, (iii) an indemnity fee, as compensation for the loss of income, equal to 10 per cent, (10.0%) of the value of the works still to be executed or of the portion of the service still to be carried out, appraised on the basis of the financial plan.

With regard to the Single Concessions of AT-CN, Autovia Padana and SATAP, the amounts so determined shall be applied in priority to satisfy the payment obligations undertaken by the Italian Motorway Concessionaires *vis-à-vis* any relevant lender and shall not be used until such payment obligations have been fully satisfied, without prejudice to any further amendment of the applicable laws and regulations. In any event, the early termination of the Single Concession shall become effective upon any and all payments related to the indemnity fees due to the Italian Motorway Concessionaires by the grantor being fully satisfied.

For further information in this respect, see also “*General Regulatory Framework – Background and developments - The 2019 Milleproroghe Decree*” above.

(f) **Sub-concessions for Services on the Motorways**

Sub-concessions for carrying out food and beverage and mini-market and refuelling services in the motorway service areas are awarded to third parties through competitive procedures in compliance with the principles set forth by Article 11, paragraph 5-ter, of Law No. 498/1992, as amended by Law 296/2006 and with any indication provided by the Antitrust Authority.

In order to guarantee an adequate level and regularity of the service, the candidates are selected based on their technical, organisational and economic skills. The bids are evaluated based on the efficiency, quality and diversity of services and investments consistently with the duration of the activities entrusted to them.

In addition to the requirements set out in the above paragraph, the Autovia Padana Single Concession provides that candidates shall be selected also on the basis of (i) the analysis of the offers taking mainly into account the technical and commercial project and (ii) contractual models aimed to guarantee competitiveness with particular regard to the quality, the availability of the service and the price of the products.

According to the sub-concessions, the sub-concessionaire is typically required to build the structures necessary to provide the service and, subsequently, to manage and maintain those services. Upon the expiration of the Single Concession the infrastructure built by the sub-concessionaires shall be transferred to the grantor in a good state and condition with no compensation due to the sub-concessionaire.

Under a sub-concession, the sub-concessionaire undertakes to pay to the relevant Italian Motorway Concessionaire a fixed amount *plus* a royalty based on the revenues generated from sales.

Official guidelines were adopted by the MIT, as required by the Ministry of Economic Development (the “MED”), on 13 March 2013 on the criteria for the award of sub-concessions for fuel distribution services and commercial/retail activities in service stations. Moreover, on 30 January 2015, additional official guidelines were issued by the MIT and the MED on how to support concessionaires in drafting plans for the general reorganisation/rationalisation of service stations located along motorways managed by them.

BRAZILIAN MOTORWAY BUSINESS

The ASTM Group’s core toll road concessions business in Brazil is heavily regulated under Brazilian law and this may affect the ASTM Group’s operating profit or the way it conducts business.

Although this summary contains all information that the Issuer considers material in the context of the issue, 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 ASTM Group and of the impact they may have on the ASTM Group and any investment in the Notes and should not rely on this summary only.

Introduction

The history of highway concessions in Brazil is relatively recent in time. First attempts of granting concessions to the private sector occurred during the late 1980s, under the government of President José Sarney (from 1985

to 1990). Later, President Fernando Collor de Mello created the National Privatization Program (Law No. 8,031/90), which served as legal grounds for the privatisation of the then government owned companies in the mining, telecommunications and energy sectors. After that, in 1993, there was the creation of the Federal Highway Concessions Program (PROCROFE) under the government of President Itamar Franco.

In 1993, Law No. 8,666 (“**Brazilian Bidding Law**”) established general rules for public bidding processes on government contracts. Based on this law, several Brazilian government authorities started to grant highway concessions to the private sector, such as the cases of the Yellow Line highway in the Municipality of Rio de Janeiro and the Rio-Niterói bridge, also locate in Rio de Janeiro, but under the authority of the federal government. In the federal level, the extinct National Department of Highways (DNER), conducted public bidding processes for four additional highway concessions during that time period, which marked the beginning of the First Stage of PROCROFE.

On February 13, 1995, early in the government of President Fernando Henrique Cardoso, Law No. 8,987 (“**Brazilian Concession Law**”) was enacted, providing for the concession regime and permission for the provision of public works and services. Following these initial steps, the enactment of Law No. 9,277 in May 1996 authorised the Brazilian federal government to grant the administration and operation of certain federal highways to the states, municipalities, and the Federal District.

Furthermore, on December 30, 2004, in the government of President Luís Inácio Lula da Silva, Law No. 11,079 (“**Brazilian PPP Law**”) was enacted and created the legal framework of the public-private partnerships (“PPP”). The procedure described in the Brazilian PPP Law are a financing and/or concession model in which the private investor shares the risks of an investment with the government.

Finally, on April 1, 2021, in the mandate of President Jair Messias Bolsonaro, it is worth mentioning the recent legislation on public bidding process, i.e., Law No. 14,133/21 (“**New Brazilian Bidding Law**”). This new piece of legislation implemented several changes in the bidding process framework with the purpose of improving efficiency in government contracts.

Government Authorities in the Brazilian Transportation Sector

According to Law No. 10,233/2001, the federal land transportation sector in Brazil is regulated by the following regulatory entities:

Agência Nacional dos Transportes Terrestres (National Land Transportation Agency, or “ANTT”): the regulatory agency for land transportation in the federal level that is part of the structure of the Ministry of Infrastructure. ANTT was created by Law No. 10,233/2001 in context of major institutional changes in the Brazilian transportation sector and since then is the government authority responsible for implementing the national transportation policies with authority to (i) regulate and monitor highway and railway concessionaires for the purpose of ensuring efficiency, safety, comfort, regularity, and punctuality of the services and operation, as well as by maintaining reasonable tariffs and protecting the rights of the recipients of the services; (ii) arbitrate conflicts of interest and preventing unfair competition among sectorial players; (iii) grant and manage concession agreements of land transportation modalities.

Departamento Nacional de Infraestrutura de Transportes (National Department of Transportation and Infrastructure, or “DNIT”): federal agency (not with regulatory powers) within the structure of the Ministry of Infrastructure that is responsible for administering and operating federal transportation infrastructure comprising its maintenance, restoration or reposition, the suitability of its capacities, and expansion by construction of new routes and terminals. The DNIT is also responsible, within the scope of its authority, for determining those public assets and properties to be expropriated for the implementation of waterways, railways and federal highways, transshipment and intermodal interface facilities and port facilities rivers and lakes.

Additionally, there are several regulatory agencies and government entities in the state and local levels that are responsible for the transportation sector in Brazil. These agencies and entities are not subordinated to ANTT or DNIT. They have their own legal authority on state and local infrastructure modalities. For instance, the *Agência Reguladora de Serviços Públicos Delegados de Transporte do Estado de São Paulo* (ARTESP) was created in the State of São Paulo with the purpose of serving the state government as the regulator for the highway concession program, which is a landmark in Brazil due to the successful results.

Regulatory Framework – Types of Concessions

Pursuant to Article 37, XXI of the Brazilian Federal Constitution, a party contracted by the Brazilian Government (in all its levels, federal, state and local, or by any public body controlled by the Government) must be chosen through a competitive public process, in accordance with rules set forth in the Brazilian Bidding Law / New Brazilian Bidding Law. In terms of concessions, on one hand the Brazilian Concession Law provides for the model of the “common concession”, while on the other hand the Brazilian PPP Law provides rules on PPPs in the modalities of (a) administrative concession and (b) sponsored concession.

- (a) Common Concession: The Brazilian Concession Law provides general rules on concessions of public works and utilities, which are commonly used for self-sustaining infrastructure projects, such as toll roads. In other words, the concessions governed by the Brazilian Concession Law became known as common concessions in opposition to those modalities of concessions governed by the Brazilian PPP Law, which as a rule of thumb depend on payments from the granting authority. Accordingly, common concessions are those where the concessionaire is paid only by collecting tariffs. All concessions shall be formalised through an agreement – the concession agreement. Concessionaires shall be subject to inspection by the granting authority responsible for the delegation with the purpose of ensuring the proper rendering of services which shall be adequate to the full supply of the users. Adequate service is the one which fulfills the conditions of regularity, continuity, efficiency, safety, updating, generality, politeness in its rendering and moderation of the tariffs. Non-compliance with rules set forth in the concession agreement and the applicable legislation subject the concessionaire to penalties and, in a more severe scenario, to the risk of losing the concession. Please note that major part of the operations of the Issuer consists of agreements entered into with government authorities in the format of common concessions governed by Law No 8,987/95.
- (b) Public Private Partnerships: PPP, as defined by the Brazilian PPP Law, is a type of public investment in which the government engages a private party for the rendering of a public utility or the rendering of a service to the government itself, demanding, in any case, high investments and a long-term amortisation period. The Brazilian PPP Law was created with the purpose of attracting a new wave of private investments for projects of high social interest, especially in the infrastructure sector, which, in other conditions, would not be economically feasible for the government. The difference to the common concessions is clear: while in the common concession the concessionaire is paid upon charging tariffs directly from the users of the delegated services, in PPPs the concessionaire is paid fully (administrative concession) or partially (sponsored concession) by the granting authority.

“Standard” approval process for contracting a Concession

Pursuant to the Brazilian Concession Law and related legislation, the government authority must comply with formal requirements and steps before contracting a concession:

- (i) In order to launch a public tender, the Government is required to prepare feasibility studies on at least the following topics: (i) financial and economic aspects, in which expenses and revenues (if any) shall be assessed to verify sustainability of the intended contract and its impact in the public budget, (ii) technical aspects, (iii) environmental aspects (if any), and (iv) legal aspects, with the purpose of stating grounds for the tender and preparing the Request for Proposal (the “RFP”, which includes the auction documents and a draft for the concession agreement).
- (ii) If the feasibility studies are approved by the government authority, then all the documents related to the concession must be subject to a public hearing period with the purpose to make it public and gather suggestions from interested parties. In general, this phase takes a hundred and thirty days. The documents of concession can be adjusted to reflect the contributions received from the interested parties in the public hearing at the sole criteria of the responsible government authority. After concluding the public hearing phase, the government authority must prepare a report containing all relevant information to answer the received contributions.
- (iii) Afterwards, the documents of the concessions are submitted to the analysis of the Court of Accounts. The Court of Accounts is the government entity responsible for auditing government contracts. Each government level in Brazil is audited by a Court of Accounts: the Federal Government and all of federal entities shall respond to the Federal Court of Accounts, or TCU), while the State and Local

Governments – as well as their entities – shall respond to the State Court of Accounts, or TCE, of the respective State in which they are located. Only the Cities of São Paulo and Rio de Janeiro have a specific Local Court of Accounts, or TCM. All the other cities in Brazil shall respond to the corresponding State Court of Accounts of the State where they are located.

- (iv) After the approval by the Court of Accounts and once the documents of the concession are duly finalised, the government authority responsible for the process moves forward with the publication of the documents of the concession and the definition of the day and time of the auction. The government may launch the documents of the concession for public knowledge, defining the date of the auction. The entire period between the publication of the documents and the auction shall take at least 30 (thirty) days. The auction specifications shall identify all required documents for qualification, including whether the parties may participate in a consortium format. Besides that, the auction documents shall indicate whether a technical proposal is required and its weight in comparison to the required financial proposal.
- (v) On the scheduled date, the bidders shall submit both qualification documents and proposals (economic and/or technical). The government authority responsible for the auction shall open the proposals and award the concession agreement to the bidder that submitted the best offer in view of the selection criteria defined in the auction documents.
- (vi) After the completion of the competitive public process, the government authority and the awarded party shall enter into the concession agreement. Please note that government contractors have no margin to negotiate the terms of an agreement entered into with a government entity. The draft for the agreement is part of the tender documents, as an attachment, which contains all clauses defined in advance by the government.

Tariffs in Brazilian Concessions

The tariff of the public service granted to the private sector shall be determined by the price of the winning bid in the auction, and maintained by the rules of revision set forth the applicable legislation and in the concession agreement. The tariffs may be made different in view of technical characteristics and of specific costs resulting from the supply to different users' segments. Concession agreements usually provide mechanisms for revision of the tariffs in order to preserve their economic-financial balance. A concession agreement is considered balanced whenever the conditions and terms of the agreement are properly complied with.

For the compliance with the peculiarities of each public service, the granting authority may establish, in the call, the possibility of other sources of alternative, complementary or ancillary revenues, or of associated projects, with or without exclusivity, to the benefit of the concessionaire, aiming at facilitating the moderation of tariffs.

Other Relevant Regulations

EcoRodovias Group is subject to several environmental laws and regulations, whether at municipal, state and federal levels. These rules set forth restrictions and conditions relating, for example, to the generation of waste, effluents, noise, and interventions in vegetation, among others. The Brazilian constitution grants each of the federal government, state governments and municipalities the power to enact environmental protection laws and issue regulations under such laws.

Enrironmental Licensing

In order to maintain and operate highways and ports in Brazil, the managers of highway concessions and ports must follow administrative procedures relating to the grant of environmental licenses. According to the Brazilian National Environment Policy pursuant to Law No. 6.938/81, the construction, installation, operation and expansion of enterprises and/or activities using natural resources that pollute or that may potentially pollute, as well as those that, in any way, cause or may cause environmental degradation, shall be subject to previous licensing by the relevant authority, which authority may arise from municipal, state or federal level, depending on the scope of the subject matter to be licensed. The permits establish the conditions, restrictions and inspection measures applicable to the enterprise, and must be renewed from time to time.

The process for obtaining an environmental license comprises three stages:

- (i) Preliminary License: granted during the preliminary stage of project planning, and provides for approval for the location and design of the project, the environmental viability of the enterprise, and the basic requirements to be met during the subsequent stages of the project's implementation;
- (ii) Installation License: authorises the installation of the enterprise, according to the specifications set out in the plans, programs and designs approved by the authorities; and
- (iii) Operation License: authorises the operation of the enterprise, after actual compliance with the conditions set out in the licenses described above, and confirmation by the authorities that the environmental control measures required for the operation have been complied with.

Other licensing modalities are also applicable, such as environmental and forestry authorisations, grants for the use of water resources, and simplified environmental licenses, among others. This depends on the specific law applicable to each concessionaire or port.

Such licenses have a defined term, so we must periodically renew them with the respective environmental licensing authorities, or they will be subject to expiration and we may operate without the proper license.

A business must present the environmental study compatible with the risks and impacts of the activity that intends to be licensed. In the case of activities which environmental impacts are considered significant, it is necessary to prepare an Environmental Impact Study/Report on Environmental Impact (*Estudo de Impacto Ambiental/Relatório de Impacto Ambiental*), as well as to implement any mitigating and compensatory measures for the environmental impacts caused by the business.

There are several other laws dealing with solid waste disposal, contamination of soil and water, special protected areas for indigenous and *quilombola* areas and permanent preservation areas that must be carefully followed and impose substantial costs and liabilities in case of non-compliance.

TAXATION

The statements herein regarding taxation summarise the principal Italian tax consequences of the purchase, ownership, redemption and disposal of the Notes.

This is a general summary that does not apply to certain categories of investors and does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. It does not discuss every aspect of Italian taxation that may be relevant to a Noteholder if such Noteholder is subject to special circumstances or if such Noteholder is subject to special treatment under applicable law.

This summary also assumes that the Issuer is resident in the Republic of Italy for tax purposes, is structured and conducts its business in the manner outlined in this Base Prospectus. Changes in the Issuer's organisational structure, tax residence or the manner in which it conducts its business may invalidate this summary. This summary also assumes that each transaction with respect to the Notes is at arm's length.

Where in this summary English terms and expressions are used to refer to Italian concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Italian concepts under Italian tax law.

The statements herein regarding taxation are based on the laws in force in the Republic of Italy as of the date of this Base Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The Issuer will not update this summary to reflect changes in laws and if such a change occurs the information in this summary could become invalid.

Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the overall tax consequences under Italian tax law, under the tax laws of the country in which they are resident for tax purposes and of any other potentially relevant jurisdiction of acquiring, holding and disposing of the Notes and receiving payments of interest, principal and/or other amounts under the Notes, including in particular the effect of any state, regional or local tax laws.

Interest on the Notes

Notes qualifying as bonds or securities similar to bonds

Decree 239 regulates the income tax treatment of interest, premium and other income (including any 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 securities similar to bonds (*titoli similari alle obbligazioni*) issued, *inter alia*, by:

- (a) Italian resident companies whose shares are traded on a regulated market or on a multi-lateral trading platform of any EU Member State or of a State party to the European Economic Area which is included in the White List Country; or
- (b) Italian resident companies whose shares are not listed as indicated above, *provided that* the notes are listed on the aforementioned regulated markets or platforms, or, if not traded in the aforementioned market or multilateral trading facility, when such notes are held by “qualified investors” (*investitore qualificato*) as defined in Article 2, letter e) of Regulation (EU) 2017/1129, pursuant to Article 1, fourth paragraph, letter a) thereto and pursuant to article 100 of the Legislative Decree 24 February 1998, No. 58.

For this purpose, securities similar to bonds are securities that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value and that do not allow any direct or indirect participation either in the management of the issuer or in the business in connection with which they have been issued, nor any control on such management.

Italian resident Noteholders

Where an Italian resident Noteholder is (i) an individual not engaged in a business activity to which the Notes are effectively connected (unless he has opted for the application of the “*risparmio gestito*” regime – see “*Capital Gain Tax*” below), (ii) a non commercial partnership, pursuant to Article 5 of the Italian Tax Code

(“ITC”) (with the exception of general partnership, a limited partnership and similar entities), (iii) a non commercial private or public institution or trust (except for a company or Italian resident investment fund), (iv) an investor exempt from Italian corporate income taxation, Interest payments relating to the Notes, accrued during the relevant holding period, are subject to a substitutive tax, referred to as “*imposta sostitutiva*”, levied at the rate of 26% (either when the Interest is paid by the Issuer, or when payment thereof is obtained by the Noteholder on a sale of the relevant Notes).

In the event that the Noteholders described under (i) to (iii) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax.

The *imposta sostitutiva* may not be recovered by the Noteholder as a deduction from the income tax due.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity, or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 (“**Decree No. 509**”) and Legislative Decree No. 103 of 10 February 1996 (“**Decree No. 103**”), may be exempt from any income taxation, including the *imposta sostitutiva*, on interest, premium and other income relating to the Notes if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth in Article 1(100-114) of Law No. 232 of 11 December 2016 (the “**Finance Act 2017**”), in Article 1 (210-215) of Law No. 145 of 30 December 2018 (the “**Finance Act 2019**”), both as subsequently amended and supplemented from time to time.

If the Notes are held by an investor engaged in a business activity and are effectively connected with the same business activity, the Interest is subject to the *imposta sostitutiva* and is included in the relevant income tax return. As a consequence, the Interest is subject to the ordinary income tax and the *imposta sostitutiva* may be recovered as a deduction from the income tax due.

Pursuant to the Decree 239, *imposta sostitutiva* is levied by banks, *società di intermediazione mobiliare* (“**SIMs**”), *società di gestione del risparmio* (“**SGRs**”), fiduciary companies, stock exchange agents and other entities identified by the relevant Decrees of the Ministry of Economy and Finance, as subsequently amended and integrated, (the “**Intermediaries**”).

An Intermediary, to be entitled to apply the *imposta sostitutiva*, must satisfy the following conditions:

- (i) it must be: (a) resident in Italy; or (b) a permanent establishment in Italy of an intermediary resident outside of Italy; or (c) an organisation or company non-resident in Italy, acting through a system of centralised administration of securities and directly connected with the Department of Revenue of the Ministry of Economy and Finance (which includes Euroclear and Clearstream) having appointed an Italian representative for the purposes of Decree 239; and
- (ii) intervene, in any way, in the collection of Interest or in the transfer of the Notes. For the purpose of the application of *imposta sostitutiva*, a transfer of the Notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Notes or in a change of the Intermediary with which the Notes are deposited.

Where the Notes are not deposited with an Intermediary, *imposta sostitutiva* is applicable and withheld by any Italian bank or any Italian intermediary paying Interest to a Noteholder. If Interest on the Notes is not collected through an Intermediary or any entity paying interest and as such no *imposta sostitutiva* is levied, the Italian resident Noteholders listed above under (i) to (iv) will be required to include Interest in their annual income tax return and subject them to a final substitute tax at a rate of 26%.

The *imposta sostitutiva* regime described herein does not apply in cases where the Notes are held in a discretionary investment portfolio managed by an authorised intermediary pursuant to the so-called discretionary investment portfolio regime (“**Risparmio Gestito**” regime as defined and described in “*Capital Gains*”, below). In such a case, Interest is not subject to *imposta sostitutiva* but contributes to determine the annual net accrued result of the portfolio, which is subject to an ad-hoc substitutive tax at 26% on the results.

The *imposta sostitutiva* also does not apply to the following subjects, to the extent that the Notes and the relevant coupons are deposited in a timely manner, directly or indirectly, with an Intermediary:

- (i) *Corporate investors* – Where an Italian resident Noteholder is a corporation or a similar commercial entity (including a permanent establishment in Italy of a foreign entity to which the Notes are effectively connected), Interest accrued on the Notes must be included in: (I) the relevant Noteholder’s yearly taxable income for the purposes of corporate income tax (“**IRES**”), generally applying at the current ordinary rate of 24%; and (II) in certain circumstances, depending on the status of the Noteholder, also in its net value of production for the purposes of regional tax on productive activities (“**IRAP**”), generally applying at the rate of 3.9%. (certain categories of taxpayers, including banks, financial entities and insurance companies, are subject to higher IRAP rates). The IRAP rate can be increased by regional laws up to 0.92%. Said Interest is therefore subject to general Italian corporate taxation according to the ordinary rules;
- (ii) *Investment funds* – Interest paid to Italian investment funds (including a *Fondo Comune d’Investimento*, a SICAV or a SICAF, as defined below, collectively, the “**Funds**”) are subject neither to the *imposta sostitutiva* nor to any other income tax in the hands of the Funds. Proceeds paid by the Funds to their unitholders are generally subject to a 26% withholding tax;
- (iii) *Pension funds* – Pension funds (subject to the tax regime set forth by Article 17 of Legislative Decree No. 252 of 5 December 2005, the “**Pension Funds**”) are subject to a 20% substitutive tax on their annual net accrued result. Interest on the Notes is included in the calculation of such annual net accrued result. Subject to certain conditions (including minimum holding period requirement) and limitations, Interest relating to the Notes may be excluded from the taxable base of the 20% substitute tax if the Notes are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1 (100-114) of the Finance Act 2017, in Article 1 (210-215) of the Finance Act 2019 both as amended from time to time; and
- (iv) *Real estate investment funds* – Interest payments in respect of the Notes to Italian resident real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998 (the “**Real Estate Investment Funds**”) and to Italian resident “*società di investimento a capitale fisso*” (“**SICAFs**”) are generally subject neither to *imposta sostitutiva* nor to any other income tax in the hands of the same Real Estate Investment Funds. Unitholders are generally subject to a 26% withholding tax on distributions from the Real Estate Funds. Law Decree No. 70 of 13 May 2011 (converted with amendments by Law No. 106 of 12 July 2011) has introduced certain changes to the tax treatment of the unitholders of Real Estate Investment Funds, including a direct imputation system (tax transparency) for certain non-qualifying unitholders (e.g. Italian resident individuals) holding more than 5% of the units of the Real Estate Fund.

Non-Italian resident Noteholders

An exemption from *imposta sostitutiva* on Interest on the Notes is provided with respect to certain beneficial owners resident outside of Italy, not having a permanent establishment in Italy to which the Notes are effectively connected. In particular, pursuant to the Decree 239 the aforesaid exemption applies to any beneficial owner of an Interest payment relating to the Notes who: (i) is resident, for tax purposes, in a White List Country; or (ii) is an international body or entity set up in accordance with international agreements which have entered into force in the Republic of Italy; or (iii) is the Central Bank or an entity also authorised to manage the official reserves of a country; or (iv) is an institutional investor which is established in a White List Country, even if it does not possess the status of taxpayer in its own country of establishment (each, a “**Qualified Noteholder**”).

The exemption procedure for Noteholders who are non-resident in Italy and are resident in a White List Country identifies two categories of intermediaries:

- (a) an Italian or foreign bank or financial institution (there is no requirement for the bank or financial institution to be EU resident) (the “**First Level Bank**”), acting as intermediary in the deposit of the Notes held, directly or indirectly, by the Noteholder with a Second Level Bank (as defined below); and
- (b) an Italian resident bank or SIM, or a permanent establishment in Italy of a non-resident bank or SIM, acting as depositary or sub-depositary of the Notes appointed to maintain direct relationships, via

electronic link, with the Italian tax authorities (the “**Second Level Bank**”). Organisations and companies non-resident in Italy, acting through a system of centralised administration of securities and directly connected with the Department of Revenue of the Ministry of Economy and Finance (which include Euroclear and Clearstream) are treated as Second Level Banks, *provided that* they appoint an Italian representative (an Italian resident bank or SIM, or permanent establishment in Italy of a non-resident bank or SIM, or a central depository of financial instruments pursuant to Article 80 of Legislative Decree No. 58 of 24 February 1998) for the purposes of the application of Decree 239.

In the event that a non-Italian resident Noteholder deposits the Notes directly with a Second Level Bank, the latter shall be treated both as a First Level Bank and a Second Level Bank.

The exemption from the *imposta sostitutiva* for the Noteholders who are non-resident in Italy is conditional upon:

- (a) the deposit of the Notes, either directly or indirectly, with an institution which qualifies as a Second Level Bank; and
- (b) the submission to the First Level Bank or the Second Level Bank of a statement of the relevant Noteholder (*autocertificazione*), to be provided only once, in which it declares that it is eligible to benefit from the exemption from *imposta sostitutiva*. Such statement must comply with the requirements set forth by a Ministerial Decree dated 12 December 2001, is valid until withdrawn or revoked and needs not to be submitted where a certificate, declaration or other similar document for the same or equivalent purposes was previously submitted to the same depository. The above statement is not required for non-Italian resident investors that are international bodies or entities set up in accordance with international agreements entered into force in the Republic of Italy or Central Banks or entities also authorised to manage the official reserves of a State.

Additional requirements are provided for “institutional investors”.

Failure of a non-resident holder of the Notes to comply in due time with the procedures set forth in Legislative Decree No. 239 and in the relevant implementing rules will result in the application of the *imposta sostitutiva* on interest payments to a non-resident holder of the Notes.

In the case of non-Italian resident Noteholders not having a permanent establishment in Italy to which the Notes are effectively connected, the *imposta sostitutiva* may be reduced (generally to 10%) or eliminated under certain applicable tax treaties entered into by Italy, if more favourable, subject to timely filing of the required documentation.

Notes qualifying as atypical securities (titoli atipici)

Interest payments relating to Notes that are neither deemed to fall within the category of bonds (*obbligazioni*) or securities similar to bonds (*titoli similari alle obbligazioni*) nor in the category of shares (*azioni*) or securities similar to shares (*titoli similari alle azioni*) are subject to a withholding tax levied at the rate of 26%.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity may be exempt from any income taxation, including the *imposta sostitutiva*, on interest, premium and other income relating to the Notes if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth in Article 1(100-114) of the Finance Act 2017, in Article 1 (210-215) of the Finance Act 2019, both as amended from time to time.

Where the Noteholder is (i) a non-Italian resident person, (ii) an Italian resident individual not holding the Notes for the purpose of carrying out a business activity, (iii) an Italian resident non-commercial partnership, (iv) an Italian resident non-commercial private or public institution, (v) a Fund, (vi) a Real Estate Investment Fund, (vii) a Pension Fund, (viii) an Italian resident investor exempt from Italian corporate income taxation, such withholding tax is a final withholding tax.

Where the Noteholder is (i) an Italian resident individual carrying out a business activity to which the Notes are effectively connected, or (ii) an Italian resident corporation or a similar Italian commercial entity (including a

permanent establishment in Italy of a foreign entity to which the Notes are effectively connected), such withholding tax is an advance withholding tax.

In the case of non-Italian resident Noteholders, without a permanent establishment in Italy to which the Notes are effectively connected, the above-mentioned withholding tax rate may be reduced (generally to 10%) or eliminated under certain applicable tax treaties entered into by Italy, if more favourable, subject to timely filing of the required documentation.

Fungible issues

Pursuant to Article 11(2) of Decree No. 239, where the Issuer issues a new Tranche forming part of a single series with a previous Tranche, for the purposes of calculating the amount of Interest subject to *imposta sostitutiva* (if any), the issue price of the new Tranche will be deemed to be the same as the issue price of the original Tranche. This rule applies where (a) the new Tranche is issued within 12 months from the issue date of the previous Tranche and (b) the difference between the issue price of the new Tranche and that of the original Tranche does not exceed 1% of the nominal value of the Notes multiplied by the number of years of the duration of the Notes.

Capital Gains

Italian resident Noteholders

Pursuant to Legislative Decree No. 461 of 21 November 1997 (“**Decree No. 461**”), as amended, a 26% capital gains tax (the “**CGT**”) is applicable to capital gains realised on any sale or transfer of the Notes for consideration by Italian resident individuals (not engaged in a business activity to which the Notes are effectively connected), regardless of whether the Notes are held outside of Italy.

For the purposes of determining the taxable capital gain, any Interest on the Notes accrued and unpaid up to the time of the purchase and the sale of the Notes must be deducted from the purchase price and the sale price, respectively.

With regard to the CGT application, taxpayers may opt for one of the three following regimes:

- (a) “Tax declaration” regime (“**Regime della Dichiarazione**”) – The Noteholder must assess the overall capital gains realised in a certain fiscal year, net of any incurred capital losses, in his annual income tax return and pay the CGT so assessed together with the income tax due for the same fiscal year. Losses exceeding gains can be carried forward into following fiscal years up to the fourth following fiscal year. Since this regime constitutes the ordinary regime, the taxpayer must apply it to the extent that the same does not opt for either of the two other regimes;
- (b) “Non-discretionary investment portfolio” regime (“**Risparmio Amministrato**”) – The Noteholder may elect to pay the CGT separately on capital gains realised on each sale or transfer of the Notes. Such separate taxation of capital gains is allowed subject to (i) the Notes being deposited with banks, SIMS or other authorised intermediaries and (ii) an express election for the *Risparmio Amministrato* regime being made in writing by the relevant Noteholder. The *Risparmio Amministrato* lasts for the entire fiscal year and unless revoked prior to the end of such year will be deemed valid also for the subsequent one. The intermediary is responsible for accounting for the CGT in respect of capital gains realised on each sale or transfer of the Notes, as well as in respect of capital gains realised at the revocation of its mandate. Where a particular sale or transfer of the Notes results in a net loss, the intermediary is entitled to deduct such loss from gains subsequently realised on assets held by the Noteholder with the same intermediary and within the same deposit relationship, in the same fiscal year or in the following fiscal years up to the fourth following fiscal year. The Noteholder is not required to declare the gains in his annual income tax return; and
- (c) “Discretionary investment portfolio” regime (“**Risparmio Gestito**”) – If the Notes are part of a portfolio managed by an Italian asset management company, capital gains are not subject to the CGT, but contribute to determine the annual net accrued result of the portfolio. Such annual net accrued result of the portfolio, even if not realised, is subject to an ad-hoc 26% substitutive tax, which the asset management company is required to levy on behalf of the Noteholder. Any losses of the investment portfolio accrued at year end may be carried forward against net profits accrued in each of the following

fiscal years, up to the fourth following fiscal year. Under such regime the Noteholder is not required to declare the gains in his annual income tax return.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not engaged in an entrepreneurial activity, or social security entities pursuant to Decree No. 509 and Decree No. 103, may be exempt from Italian capital gain taxes, including the GGT, on capital gains realised upon sale or redemption of the Notes if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth in Article 1(100-114) of the Finance Act 2017, in Article 1(210-2015) of the Finance Act 2019, both as amended from time to time. According to article 1 (219-225) of Law No. 178 of 30 December 2020, under some conditions, capital losses realised upon sale or redemption of the Notes if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets specific requirements, give rise to a tax credit equal to the capital losses, *provided that* such tax credit does not exceed the 20 per cent of the amount invested in the long-term saving accounts (*piano di risparmio a lungo termine*).

The CGT does not apply to the following subjects:

- (A) *Corporate investors* – Capital gains realised on the Notes by Italian resident corporate entities (including a permanent establishment in Italy of a foreign entity to which the Notes are effectively connected) form part of their aggregate income subject to IRES. In certain cases, capital gains may also be included in the taxable net value of production of such entities for IRAP purposes. The capital gains are calculated as the difference between the sale price and the relevant tax basis of the Notes. Upon fulfilment of certain conditions, the gains may be taxed in equal instalments over up to five fiscal years.
- (B) *Funds* – Capital gains realised by the Funds on the Notes are subject neither to CGT nor to any other income tax in the hands of the Funds (see “*Italian Resident Noteholders*”, above).
- (C) *Pension Funds* – Capital gains realised by Pension Funds on the Notes contribute to determine their annual net accrued result, which is subject to an 20% substitutive tax (see “*Italian Resident Noteholders*”, above). Subject to certain conditions (including minimum holding period requirement) and limitations, capital gains realised upon sale or redemption of the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1 (100-114) of the Finance Act 2017, Article 1 (210-215) of the Finance Act 2019, both as subsequently amended and supplemented from time to time.
- (D) *Real Estate Investment Funds* – Capital gains realised by Real Estate Investment Funds and by SICAFs to which the provisions of Article 9 of Legislative Decree No. 44 of 4 March 2014 apply on the Notes are not taxable at the level of same Real Estate Investment Funds (see “*Italian Resident Noteholders*”, above).

Non Italian resident Noteholders

Capital gains realised by non-resident Noteholders (not having permanent establishment in Italy to which the Notes are effectively connected) on the disposal of the Notes are not subject to tax in Italy, regardless of whether the Notes are held in Italy, subject to the condition that the Notes are listed in a regulated market in Italy or abroad (e.g. Euronext Dublin).

Should the Notes not be listed in a regulated market as indicated above, the aforesaid capital gains would be subject to tax in Italy, if the Notes are held by the non-resident Noteholder therein. Pursuant to Article 5 of Decree 461, an exemption, however, would apply with respect to beneficial owners of the Notes, which are Qualified Noteholders.

In any event, non-Italian resident Noteholders without a permanent establishment in Italy to which the Notes are effectively connected that may benefit from a tax treaty with Italy providing that capital gains realised upon sale or transfer of Notes are taxed only in the country of tax residence of the recipient, will not be subject to tax in Italy on any capital gains realised upon any such sale or transfer.

Registration tax

Contracts relating to the transfer of securities are subject to the registration tax as follows: (i) public deeds and notarised deeds (*atti pubblici e scritture private autenticate*) executed in Italy should be subject to a fixed registration tax (Euro 200); (ii) private deeds (*scritture private non autenticate*) should be subject to registration tax only in “case of use” or voluntary registration at a fixed amount (Euro 200).

Stamp duty

Pursuant to Article 19(1) of Decree No. 201 of 6 December 2011 (the “**Decree 201**”), as subsequently amended and supplemented by Law No. 147 of 27 December 2013, a proportional stamp duty applies on an annual basis to any periodical reporting communications which may be sent by a financial intermediary to a Noteholder in respect of any Notes which may be deposited with such financial intermediary. The stamp duty is collected by banks and other financial intermediaries and applies, on a yearly basis, at a rate of 0.2%; this stamp duty is determined on the basis of the market value or – if no market value figure is available – the nominal value or redemption amount of the Notes held. The stamp duty cannot exceed €14,000 for taxpayers other than individuals.

The proportional stamp duty does not apply to communications sent by Italian financial intermediaries to subjects not qualifying as clients, as defined by the Provision of the Governor of the Bank of Italy of 20 June 2012. Communications and reports sent to this type of investors are subject to the ordinary €2.00 stamp duty for each copy. Moreover, the proportional stamp duty does not apply to communications sent to Pension Funds.

Periodical communications to clients are presumed to be sent at least once a year, even though the intermediary is not required to send any communications. In this case, the stamp duty is to be applied on 31 December of each year or in any case at the end of the relationship with the client. At any rate, where no specific exemption applies, a minimum stamp tax of Euro 34.20 is due on a yearly basis for individuals and Euro 100.00 for taxpayers other than individuals.

Wealth tax on securities deposited abroad

Pursuant to Article 19(18) and (18-*bis*) of Decree 201, individuals, non-profit entities and certain partnerships (*società semplici* or similar partnerships in accordance with Article 5 of ITC) resident in Italy for tax purposes, holding the Notes outside the Italian territory are required to pay a wealth tax at a rate of 0.2%. Such tax is due only in cases where the stamp duty described in the previous paragraph (Stamp Duty) is not due. For taxpayers different from individuals, the wealth tax cannot exceed Euro 14,000 per year.

This tax is calculated on the market value of the Notes at the end of the relevant year or – if no market value figure is available – the nominal value or the redemption value of such financial assets held outside the Italian territory. Taxpayers are entitled to an Italian tax credit equivalent to the amount of wealth taxes paid in the country where the financial assets are held (up to an amount equal to the Italian wealth tax due).

Inheritance and gift tax

Inheritance and gift taxes apply on the overall net value of the relevant transferred assets, at the following rates, depending on the relationship between the testate (or donor) and the beneficiary (or donee):

- (a) 4% on the net asset value exceeding, for each person, Euro 1 million, if the beneficiary (or donee) is the spouse or a direct ascendant or descendant;
- (b) 6% on the net asset value exceeding, for each person, Euro 100,000, if the beneficiary (or donee) is a brother or sister;
- (c) 6% on the net asset value, if the beneficiary (or donee) is a relative within the fourth degree or a direct relative-in-law as well an indirect relative-in-law within the third degree;
- (d) 8% on the net asset value, if the beneficiary (or donee) is a person, other than those mentioned under (a), (b) and (c) above.

In case the beneficiary has a serious disability recognised by law, inheritance and gift taxes apply on its portion of the net asset value exceeding Euro 1.5 million.

The *mortis causa* transfer of financial instruments included in a long-term savings account (*piano di risparmio a lungo termine*) – that meets the requirements set forth in Article 1 (100-114) of the Finance Act 2017 and in Article 1(210-215) of the Finance Act 2019, both as subsequently amended from time to time – is exempt from inheritance tax.

Tax monitoring

Pursuant to Law Decree No. 167 of 28 June 1990, converted by Law No. 227 of 4 August 1990, as amended, individuals, non-profit entities and certain partnerships (*società semplici* or similar partnerships in accordance with Article 5 of ITC) resident in Italy for tax purposes who, at the end of the fiscal year, hold investments abroad or have financial activities abroad must, in certain circumstances, disclose the aforesaid and related transactions to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as prescribed for the income tax return).

The requirement also applies where the abovementioned persons, being not the direct holders of the financial instruments, are the actual owners of the instruments.

In relation to the Notes, such reporting obligation shall not apply if the Notes are not held abroad and, in any case, if the Notes are deposited with an Italian intermediary that intervenes in the collection of the relevant income and the intermediary applied withholding or substitute tax on income derived from the Notes.

US Foreign Account Tax Compliance Withholding

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (“**FATCA**”) impose a reporting regime and potentially a withholding tax with respect to certain payments to any non-U.S. financial institution (a “**FFI**”) that does not enter into an agreement with the U.S. Internal Revenue Service (“**IRS**”) to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA.

According to the intergovernmental agreement (“**IGA Italy**”) signed by the United States of America and the Republic of Italy on 10 January 2014 and implemented in Italy by Law No. 95 of 18 June 2015, a FFI is not generally subject to withholding under FATCA on any payments it receives. Furthermore, a FFI is not required to withhold from payments it makes (unless it has agreed to do so under the U.S. “qualified intermediary” regime, according to which, in certain cases, a 30% withholding tax is applied on the payments from sources within the United States).

Certain aspects of the application of these rules to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, proposed U.S. Treasury regulations have been issued that *provided that* such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register. In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of final regulations. Moreover, on or prior to the date that is six months after the date on which final U.S. Treasury 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.

Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

The Proposed Financial Transactions Tax (“FTT”)

On 14 February 2013, the European Commission has published a proposal for a Directive for a common FTT in Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Slovenia, Slovakia and Spain (the “**FTT**”).

Member States”). Such proposal was approved by the European Parliament on 3 July 2013. However, Estonia has since stated that it will not participate.

The proposed FTT has very broad scope and, if introduced in its current form, could apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances.

Under the current proposals the FTT could apply in certain circumstances to persons both within and outside of the FTT 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 FTT Member State. A financial institution may be, or be deemed to be, “established” in a FTT Member State in a broad range of circumstances, including (a) by transacting with a person established in a FTT Member State or (b) where the financial instrument which is subject to the dealings is issued in a FTT Member State.

However, the FTT proposal remains subject to negotiation between the FTT Member States and may be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

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

SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Issuer to any one or more of Mediobanca – Banca di Credito Finanziario S.p.A., UniCredit Bank AG (jointly, the “**Arrangers**”) and any other Dealer appointed from time to time by the Issuer (together with the Arrangers, the “**Dealers**”). The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in a Dealer Agreement dated 15 November 2021 (the “**Dealer Agreement**”) and made between the Issuer and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealer Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

United States of America: *Regulation S Category 2; TEFRA D or TEFRA C as specified in the relevant Final Terms or neither if TEFRA is specified as not applicable in the relevant Final Terms.*

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

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. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code and regulations thereunder.

Each Dealer has agreed that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche within the United States or to, or for the account or benefit of, U.S. persons, and such Dealer will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto 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 of Notes comprising any Tranche, any 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.

Prohibition of sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or
 - (ii) a customer within the meaning of Directive (EU) 2016/97 (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; and
- (b) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

Prohibition of sales to UK Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision the expression retail investor means a person who is one (or more) of the following:

- (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 (as amended, the “EUWA”); or
- (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA.

Italy

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

- (a) to qualified investors (*investitori qualificati*) as defined in Article 2, letter e) of Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”), pursuant to Article 1, fourth paragraph, letter a) of the Prospectus Regulation and in Article 100 of Legislative Decree No. 58 of 24 February 1998; or
- (b) subject as provided under “*Prohibition of sales to EEA Retail Investors*” above, 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 such offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in the Republic of Italy must be in compliance with the selling restriction under (a) and (b) above and:

- (a) be made by investment firms, banks or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with the relevant provisions of Legislative Decree No. 58 of 24 February 1998, CONSOB Regulation No. 20307 of 15 February 2018 and Legislative Decree No. 385 of 1 September 1993 (the “**Banking Act**”) (in each case, as amended from time to time) and any other applicable laws or regulations; and
- (b) comply with any applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy and/or any other competent Authority (including, *inter alia*, Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the offering or issue of securities in Italy or by Italian persons outside of Italy).

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree that any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in the Republic of Italy will be made in accordance with all Italian securities, tax and exchange control and other applicable laws and regulations.

United Kingdom

Each Dealer has represented, warranted and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the “**FSMA**”)) received by it in connection

with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

France

Each of the Dealers and the Issuer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that:

- (i) Offer to the public in France:

it has only made and will only make an offer of Notes to the public in France in the period beginning on the date of notification to the *Autorité des Marchés Financiers* (“AMF”) of the approval of the prospectus relating to those Notes by the competent authority of a Member State of the European Economic Area, other than the AMF, all in accordance with articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF and ending at the latest on the date which is 12 months after the date of the approval of this Base Prospectus; or

- (ii) Private placement in France:

it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France, and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d’investissement de gestion de portefeuille pour compte de tiers*), and/or (b) qualified investors (*investisseurs qualifiés*) acting for their own account, and/or (c) a limited circle of investors (*cercle restreint*) acting for their own account, as defined in, and in accordance with, Articles L. 411-1, L. 411-2, D. 411-1 and D. 411-4 of the French *Code monétaire et financier*.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended), accordingly, each Dealer has undertaken that it will not offer or sell any Notes directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time. For the purposes of this paragraph, “**Japanese Person**” shall mean any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

General

Each Dealer has represented, warranted and agreed that it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Base Prospectus or any Final Terms or any related offering material, in all cases at its own expense. Other persons into whose hands this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or possess, distribute or publish this Base Prospectus or any Final Terms or any related offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed “*General*” above.

None of the Issuer and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Final Terms.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification may be set out in a supplement to this Base Prospectus.

GENERAL INFORMATION

Listing and admission to trading

This Base Prospectus has been approved as a base prospectus issued in compliance with the Prospectus Regulation by the Central Bank in its capacity as competent authority in the Republic of Ireland for the purposes of the Prospectus Regulation. Application has been made for Notes issued under the Programme to be listed on the official list of Euronext Dublin and admitted to trading on the regulated market of Euronext Dublin.

For the purposes of admitting Notes to trading on a regulated market in a member state of the European Economic Area other than the Republic of Ireland, the Central Bank may, at the request of the Issuer, send to the competent authority of another Member State: (i) a copy of this Base Prospectus; (ii) a certificate of approval attesting that this Base Prospectus has been drawn up in accordance with the Prospectus Regulation; and (iii) if so required by the competent authority of such Member State, a translation into the official language(s) of such Member State of a summary of this Base Prospectus.

Authorisation

The establishment of the Programme was authorised by a resolution of the board of directors of the Issuer dated 20 January 2020 and its update and increase in the maximum principal amount from Euro 3,000,000,000 to Euro 4,000,000,000 was authorised by a resolution of the board of directors of the Issuer dated 8 November 2021. The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes in accordance with applicable provisions of Italian law and its By-Laws (*statuto*).

Foreign languages used in the Base Prospectus

The language of this Base Prospectus 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.

Legal and Arbitration Proceedings

Save as disclosed in the section headed “*Description of the Issuer – Legal proceedings*”, there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened, of which the Issuer is aware), which may have, or have had during the 12 months prior to the date of this Base Prospectus, a significant effect on the financial position or profitability of the Issuer or the Group.

Material Adverse Change / Significant Change

Save as disclosed in the section headed “*Description of the Issuer – Recent Developments*” above, there has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2020 (the end of the last financial period for which audited financial information has been published) and there has been no significant change in the financial performance or financial position of the Issuer or the Group since 30 June 2021 (the end of the last financial period for which interim financial information has been published).

Auditors

The consolidated annual financial statements of the Issuer as at and for the years ended 31 December 2019 and 2020 were audited without qualification by PricewaterhouseCoopers S.p.A., independent registered public accounting firm, as set forth in their reports thereon, and are incorporated by reference herein.

PricewaterhouseCoopers S.p.A. is registered under No. 119644 in the Register of Accountancy Auditors (Registro dei Revisori Legali), held by the Ministry of Economy and Finance, in compliance with the provisions of the Legislative Decree of 27 January 2010, No. 39. PricewaterhouseCoopers S.p.A., which is located at Piazza Tre Torri, 2, 20145, Milan, Italy, is also a member of ASSIREVI, the Italian association of auditing firms.

Documents available for inspection

For so long as the Programme remains in effect or any Notes shall be outstanding, copies and, where appropriate, English translations of the following documents will, when published, be available for inspection on the website of the Issuer at www.astm.it/en/emtn-programme/:

- (a) copy of this Base Prospectus along with any supplements to this Base Prospectus;
- (b) the By-Laws (*statuto*) of the Issuer;
- (c) the Agency Agreement;
- (d) the Trust Deed (which contains the forms of the Notes in global and definitive form);
- (e) the Programme Manual; and
- (f) any Final Terms relating to Notes which are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system (save that, in the case of any Notes which are not admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, copies of the relevant Final Terms will only be available for inspection by the relevant Noteholders).

In addition, the “Sustainability-Linked Financing Framework” approved by the Issuer and the second party opinion issued in respect thereof by Vigeo Eiris are available on the website of the Issuer respectively at https://www.astm.it/wp-content/uploads/2021/11/ASTM_SLF-Framework_November-2021.pdf and <https://www.astm.it/wp-content/uploads/2021/11/Second-Party-Opinion-on-ASTM-SLF-Framework-November-2021.pdf>.

Financial statements available

For so long as the Programme remains in effect or any Notes are outstanding, electronic copies and, where appropriate, English translations of the latest annual consolidated financial statements of the Issuer and consolidated interim financial statements of the Issuer (if published) may be obtained during normal business hours at the specified office of the Principal Paying Agent and will be available on the website of the Issuer at www.astm.it/en/financial-reports/.

Clearing of the Notes

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate common code and the International Securities Identification Number in relation to the Notes of each Tranche will be specified in the relevant Final Terms. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1 855 Luxembourg.

Dealers transacting with the Issuer – Potential conflicts of interest

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions (including, without limitation, the provision of loan facilities) with, and may perform services to the Issuer and its affiliates in the ordinary course of business.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or the issuer’s affiliates. Certain of the Dealers and their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates 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 offered hereby. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. For the avoidance of doubt, the term '*affiliates*' includes also parent companies.

Post-issuance Information

The Issuer will not provide any post-issuance information, unless required to do so by any applicable laws and regulations.

ANNEX A

UNAUDITED PRO FORMA CONSOLIDATED FINANCIAL INFORMATION

Introduction

This section includes the unaudited pro forma balance sheet as at 30 June 2021 and the unaudited pro forma income statement for the six months ended 30 June 2021 and for the year ended 31 December 2020, accompanied by the related explanatory notes (the “Unaudited Pro Forma Consolidated Financial Information”), approved by the Issuer’s Board of Directors on 8 November 2021.

The Unaudited Pro Forma Consolidated Financial Information has been prepared for the purpose of inclusion by attachment in the Base Prospectus prepared by ASTM S.p.A. (“ASTM” or the “Issuer”) in relation to its €4,000,000,000 Euro Medium Term Note Programme.

In particular, the Unaudited Pro Forma Consolidated Financial Information has been prepared in order to represent the main effects on the balance sheet as at 30 June 2021 and the income statement for the six months ended 30 June 2021 and for the year ended 31 December 2020, of the following transactions (collectively, the “Pro Forma Transactions”):

- the acquisition of control by ASTM over Società Italiana per il Traforo Autostradale del Fréjus S.p.A. (“SITAF”) group, which took place on 1 April 2021 (the “SITAF Consolidation”);
- the consolidation on a line by line basis by ASTM of EcoRodovias and its consolidated subsidiaries (the “EcoRodovias Group”), which is expected to be effective from 16 November 2021 (the “EcoRodovias Consolidation”);
- the merger of NAF2 into ASTM, which became effective on 5 November 2021 (the “Merger” or the “NAF 2 Merger” and together with the SITAF Consolidation and EcoRodovias Consolidation, the “Transactions” or the “Pro Forma Transactions”).

The Unaudited Pro Forma Consolidated Financial Information has been prepared on the basis of the historical data extracted from the Issuer’s audited consolidated financial statements for the years ended 31 December 2019 and 2020 (the “Consolidated Financial Statements”) and the Issuer’s unaudited consolidated interim financial report as at and for the six months ended 30 June 2021 (the “Condensed Consolidated Half Year Financial Report”).

The Unaudited Pro Forma Consolidated Financial Information has been prepared in order to simulate, according to evaluation criteria consistent with the historical data and in compliance with the relevant legislation, the main effects of the Pro Forma Transactions on the Group’s equity, financial and economic situation, as if they had occurred on 30 June 2021 with respect to the balance sheet and, on 1 January 2020 and 1 January 2021 respectively, with reference to the income statement.

However, the information contained in the Unaudited Pro Forma Consolidated Financial Information represents a simulation, provided for illustrative purposes only, of the possible effects that could derive from the Pro Forma Transactions. In particular, since the pro forma data is constructed to retrospectively reflect the effects of subsequent transactions, despite compliance with commonly accepted rules and the use of reasonable assumptions, there are limitations due to the nature of the pro forma data. Therefore, if the Pro Forma Transactions had actually taken place on the assumed dates, the same results would not necessarily have been shown in the Unaudited Pro Forma Consolidated Financial Information. Moreover, considering the different purposes of the pro forma data with respect to the historical data of the Financial Statements and the different methods for calculating the effects of the Pro Forma Transactions with reference to the pro forma balance sheet and the pro forma income statement, these statements must be read and interpreted without seeking accounting links between them.

The pro forma information was prepared in accordance with the accounting criteria and standards we adopted in the Consolidated Financial Statements and in the Condensed Consolidated Half Year Financial Report. For a description of the accounting criteria and standards adopted for the preparation of the Consolidated Financial Statements and Condensed Consolidated Half Year Financial Report, refer to the relevant explanatory notes to

the Consolidated Financial Statements and Condensed Consolidated Half Year Financial Report incorporated by reference in this Base Prospectus.

Lastly, it is noted that the Unaudited Pro Forma Consolidated Financial Information does not in any way represent a forecast of the Group's future results and should therefore not be used in this regard.

Presentation of Pro Forma Financial Statements

The presentation of the Pro Forma Financial Statements is carried out on a multi-column basis to present analytically the Pro Forma Transactions subject to pro forma adjustments.

The Unaudited Pro Forma Consolidated Financial Information is not, by its nature, capable of offering a representation of our economic, equity and financial position, because they are constructed to retrospectively reflect the effects of subsequent transactions, despite compliance with accounting rules and the use of reasonable assumptions.

For a correct interpretation of the information provided by the pro forma data, it is necessary to consider the following aspects:

- (i) since these representations were constructed on hypotheses, if the Pro Forma Transactions were carried out on the dates taken as reference for the preparation of pro forma data, rather than on the respective effective dates, the historical data would not necessarily have been the same as the pro forma data; and
- (ii) the pro forma data does not reflect forecast data as it is prepared in such a way as to represent the significant, isolable and objectively measurable effects deriving from the Pro Forma Transactions, without taking into account the potential effects due to changes in management policies and operational decisions resulting from the Pro Forma Transactions.

Moreover, in consideration of the different purposes of the pro forma data with respect to the historical data of the financial statements and the different methods for calculating the effects of the Pro Forma Transactions with reference to the balance sheet and the income statement, the Unaudited Pro Forma Consolidated Financial Information must be read and interpreted separately, without seeking accounting links between them.

The Unaudited Pro Forma Consolidated Financial Information has been extracted from and should be read together with: (i) the Consolidated Financial Statements, (ii) the Condensed Consolidated Half Year Financial Report, (iii) the audited consolidated financial statements of EcoRodovias for the year ended 31 December 2020, prepared in accordance with IFRS and audited by PricewaterhouseCoopers (the "EcoRodovias Consolidated Financial Statements"), (iii) the unaudited consolidated interim financial report as at and for the half-year ended 30 June 2021 of EcoRodovias, prepared in accordance with IAS 34 and reviewed by PricewaterhouseCoopers (the "EcoRodovias Interim Consolidated Financial Statements"), (iv) the audited consolidated financial statements of SITAF for the year ended 31 December 2020, prepared in accordance with IFRS and audited by EY S.p.A. (the "SITAF Consolidated Financial Statements"), (iii) the group reporting package as at and for the six months ended 30 June 2021 of SITAF prepared for ASTM consolidation purposes (the "SITAF Interim Consolidated Financial Statements").

The figures are expressed, where not indicated otherwise, in thousands of Euro.

Pro forma Consolidated Balance sheet of ASTM as at 30 June 2021

(€ in thousands)	ASTM	Pro Forma Adjustments					ASTM Pro Forma
		EcoRodovias Consolidation			Merger		
		EcoRodovias FV adjustment	EcoRodovias Balance Sheet	EcoRodovias Consolidation	NAF2 Balance Sheet	NAF2 Merger	
30.06.2021	(1)	(2)	(3)	(4)	(5)	30.06.2021	
Assets							
Total intangible assets	4,960,651	-	1,471,177	583,808	-	-	7,015,636
Total tangible assets	222,115	-	78,019	-	-	-	300,134
<i>EcoRodovias equity investment</i>	<i>659,596</i>	<i>94,814</i>	<i>-</i>	<i>(754,410)</i>	<i>-</i>	<i>-</i>	<i>-</i>
Total non-current financial assets	1,275,063	94,814	92,134	(754,410)	1,883,535	(1,883,535)	707,601

Deferred tax assets	234,605	-	45,845	-	-	-	280,450
Total non-current assets	6,692,434	94,814	1,687,175	(170,602)	1,883,535	(1,883,535)	8,303,821
Total current assets	2,777,066	-	727,301	-	32,007	-	3,536,374
Total assets	9,469,500	94,814	2,414,476	(170,602)	1,915,542	(1,883,535)	11,840,195
Shareholders' equity and liabilities							
Equity attributable to the Group	2,709,149	93,676	332,996	(332,996)	(14,476)	(1,883,535)	904,814
Equity attributable to minorities	530,701	-	-	162,394	-	-	693,095
Total Shareholders' equity	3,239,850	93,676	332,996	(170,602)	(14,476)	(1,883,535)	1,597,909
Total non-current liabilities	4,351,322	1,138	1,401,608	-	-	-	5,754,068
Bank debt	611,354	-	228,829	-	1,917,198	-	2,757,381
Other current liabilities	1,266,974	-	451,043	-	12,820	-	1,730,837
Total current liabilities	1,878,328	-	679,872	-	1,930,018	-	4,488,218
Total Shareholders' equity and liabilities	9,469,500	94,814	2,414,476	(170,602)	1,915,542	(1,883,535)	11,840,195

The table shows (i) in the column "ASTM 30.06.2021", the Consolidated Balance sheet of ASTM, taken from the Issuer's Condensed Consolidated Half Year Financial report as at 30 June 2021, (ii) in the "Pro Forma Adjustments" columns the adjustments that make it possible to obtain the balance sheet of ASTM as though the Pro Forma Transactions had taken place on 30 June 2021 and (iii) in the column "ASTM Pro Forma 30.06.2021" the values given by the sum of the previous columns. The Pro forma Consolidated Balance sheet shows sub-total of the Issuer's Consolidated Balance sheet.

Notes to the pro forma adjustments.

EcoRodovias Consolidation

(1) EcoRodovias FV Adjustment

The acquisition of the EcoRodovias Group is a business combination as a result of which, ASTM consolidates the EcoRodovias Group on a line by line basis.

These transactions fall within the scope of IFRS 3 - Business combinations, which provides that the purchaser, on the acquisition date, records the identifiable assets acquired, the liabilities and contingent liabilities assumed at fair value, with the exception of deferred tax assets and liabilities, assets and liabilities relating to employee benefits and assets held for sale which are recognized on the basis of the relevant accounting standards.

At the consolidation on a line by line basis IFRS 3 requires that the stakes of EcoRodovias previously held by ASTM are measured at fair value and at the same time that the amount recorded in previous fiscal years in the statement of other comprehensive income is adjusted and represented in a manner similar to that which is established in the event that the buyer has directly disposed of the interest previously held. For the only purposes of the pro forma adjustments, the fair value of such shares is preliminary assumed at the value per share used for the share capital increase of EcoRodovias on 22 June 2021 (12.50 Reais per share), converted at the exchange rate on 30 June 2021 (Euro/Reais 5.9050).

The number of shares and the related values entered in ASTM of the investment in EcoRodovias subject to fair value adjustment are as follows:

Total EcoRodovias shares held after the share capital increase	356,383,310
Fair value of EcoRodovias shares (Reais per share)	12.50
Euro/Reais exchange rate (30 June 2021)	5.9050
Value of EcoRodovias shares at fair value (in thousands of euro)	754,410

The consequent pro forma adjustment arising from the fair value adjustment of the EcoRodovias shares previously held totals € 94,814 thousand, given by the following comparison:

(in thousands of Euro)

Historical value of EcoRodovias shares	659,596
Value of EcoRodovias shares at fair value	754,410
Adjustment to fair value	94,814
Tax effect	(1,138)
Effect on the “Shareholders’ equity attributed to the Group”	93,676

The gross pro forma adjustment (€ 94,814 thousand) is posted as an increase in the value of the “EcoRodovias Investment” with a contra-item as an increase in the “Equity attributable to the Group”, while the tax effect (€ 1,138 thousand) is posted as an increase in the “Non-current liabilities” with reduction of the aforesaid shareholders’ equity (amount net of an increase of € 93,676 thousand). Such adjustment is not posted to the Pro Forma Income statements of ASTM as at 30 June 2021 and as at 31 December 2020 since it is a non-recurring event.

(2) EcoRodovias Balance Sheet

The column in question includes the consolidated balance sheet of the EcoRodovias Group as at 30 June 2021, extracted from the EcoRodovias Interim Consolidated Financial Statements, reclassified using the balance sheet format adopted by ASTM as shown in the table below.

Consolidated Balance Sheet information as per EcoRodovias Interim Consolidated Financial Statements	Reclassification	Consolidated Balance Sheet information as reclassified into ASTM’s balance sheet statement	Consolidated Balance Sheet as reclassified into ASTM’s balance sheet statement		
(R\$ in thousands)			(€ in thousands)		
Assets			Assets		
Total intangible assets	8,724,626	(37,323)	8,687,303	Total intangible assets	1,471,177
Total tangible assets	423,377	37,323	460,700	Total tangible assets	78,019
Total non-current financial assets	544,056	-	544,056	Total non-current financial assets	92,134
Deferred tax assets	270,713	-	270,713	Deferred tax assets	45,845
Total non-current assets	9,962,772	-	9,962,772	Total non-current assets	1,687,175
Total current assets	4,294,708	-	4,294,708	Total current assets	727,301
Total assets	14,257,480	-	14,257,480	Total assets	2,414,476
Shareholder’s equity and liabilities			Shareholder’s equity and liabilities		
Equity attributable to the Group	1,966,342	-	1,966,342	Equity attributable to the Group	332,996
Equity attributable to minorities	-	-	-	Equity attributable to minorities	-
Total Shareholders’ equity	1,966,342	-	1,966,342	Total Shareholders’ equity	332,996
Total non-current liabilities	8,030,184	246,310	8,276,494	Total non-current liabilities	1,401,608
Bank debt	1,351,234	-	1,351,234	Bank debt	228,829
Other current liabilities	2,909,720	(246,310)	2,663,410	Other current liabilities	451,043
Total current liabilities	4,260,954	(246,310)	4,014,644	Total current liabilities	679,872
Total Shareholders’ equity and liabilities	14,257,480	-	14,257,480	Total Shareholders’ equity and liabilities	2,414,476

For the sake of completeness of information, the figures above are in Reais and were converted at the Euro/Reais exchange rate on 30 June 2021 (Euro/5.9050 Reais).

Reclassifications are mainly aimed at presenting the figures pertaining to EcoRodovias under the ASTM’s balance sheet statement format.

For the purposes of preparing the Unaudited Pro Forma Consolidated Financial Information, a preliminary analysis was carried out to identify the reclassifications in question and to identify any significant differences between the accounting policies adopted by the two groups. As from the date of the consolidation on a line by line basis of the EcoRodovias Group, ASTM will conduct a full analysis, which could lead to additional significant differences.

(3) EcoRodovias Consolidation

The column in question reflects the adjustments arising from the consolidation of the EcoRodovias Group.

To create this entry, the value of the investment in EcoRodovias (€ 754,410 thousand) must be eliminated against the pro-rata share (at 51.23%) of its shareholders' equity as at 30 June 2021 (€ 332,996 thousand at 51.23% = € 170,602 thousand) with the provisional recognition of goodwill for € 583,808 thousand, as well as the recognition of the "Equity attributable to minorities" (€ 332,996 thousand at 48.77% = € 162,394 thousand).

In this regard, the fair value measurement of the assets and liabilities of EcoRodovias acquired as a result of the EcoRodovias Consolidation is not fully available at the date of approval of this document since, at said date, the related information is not yet available. To that end, note that this approach is compliant with the provisions of paragraph 45 of *IFRS 3 – Business Combinations*, which governs the methods of accounting for business combinations. In particular, the accounting standard in question provides for a "measurement period" during which the company must perform a preliminary initial accounting of the acquisition and complete the measurement no later than 12 months from the date of acquisition. Specifically, therefore, the final determination of the value of the assets and liabilities of EcoRodovias may change from the one reported herein. These changes shall take retroactive effect at the date of the consolidation on a line by line basis so as to reflect the information acquired about events and circumstances in place at the date of the consolidation on a line by line basis that would have influenced the measurement of the amounts reported on that date.

An increase in the "Intangible assets" is therefore posted to column (3) of the pro forma consolidated balance sheet for € 583,808 thousand against a decrease in the "EcoRodovias Investment" for € 754,410 thousand, alongside a decrease in the "Equity attributable to the Group" for € 332,996 thousand and the increase in the "Equity attributable to Minorities" for € 162,394 thousand.

Merger

(4) NAF2 Balance Sheet

The column "NAF2 Balance sheet" shows the data of the financial position of NAF2 as at 30 June 2021, extracted from the accounting statement of NAF2 at that date, prepared for the purpose of the Unaudited Pro Forma Consolidated Financial Information and approved by the Board of Directors.

(5) NAF2 Merger

The column "NAF2 Merger" represents the equity effect associated with the accounting of the reverse merger of NAF2 into ASTM. For accounting purposes, said Merger entails the cancellation of the investment held by NAF2 in ASTM against which there will be the cancellation of the share capital of NAF2, in addition to the reduction of the Share capital of ASTM since in the combination of the NAF2 – ASTM merger, the incorporating company ASTM will have Treasury Shares accounted among its assets, which must be deducted from capital, and that the difference between the consideration paid for the 66,937,880 Shares of ASTM and the consequent reduction in its Share capital must be reported directly as a reduction in the Shareholders' equity of the company resulting from the merger.

In particular, the effects include:

- the cancellation of the investment held by NAF2 in ASTM for € 1,883,535 thousand;
- the cancellation of the share capital of NAF2 for € 50 thousand;
- the value reduction of the Share capital of ASTM following the cancellation of the ASTM Shares held by NAF2 for € 33,469 thousand (66,937,880 ASTM shares);
- the reduction of the Shareholders' equity for € 1,850,016 thousand as the difference between the cost of the investment of NAF2 in ASTM (€ 1,883,535 thousand), the amount already reduced in the ASTM share capital (€ 33,469 thousand) and the cancellation of the share capital of NAF2 (€ 50 thousand).

Note that no deferred tax was calculated on the losses incurred by NAF2 before the merger, since the recoverability of such losses is being evaluated in consideration of the tax legislation currently applicable.

SITAF Consolidation

The consolidation of the SITAF Group does not involve pro forma adjustments to the balance sheet of the ASTM Group as at 30 June 2021, since it was already consolidated on a “line-by-line basis” at that date.

Pro forma Consolidated income statement of ASTM 1H 2021

(€ in thousands)	ASTM 30.06.2021	Pro Forma Adjustments						ASTM Pro Forma 30.06.2021
		Ecorodovias Consolidation		SITAF Consolidation		Merger		
		EcoRodovias Income Statements (1)	EcoRodovias Consolidation (2)	SITAF IQ2021 (3)	SITAF IQ2021 Consolidation (4)	NAF2 Income Statements (5)	Interest on VTO financing (6)	
Revenue								
Motorway sector - operating activities	572,653	242,638	-	33,359	-	-	-	848,650
Motorway sector - planning and construction activities IFRIC 12	282,030	63,350	-	10,519	-	-	-	355,899
EPC sector	529,496	-	-	2,940	-	-	-	532,436
EPC sector - planning and construction activities IFRIC 12	1,666	-	-	-	-	-	-	1,666
Technology sector	10,219	-	-	2,842	-	-	-	13,061
Other	70,111	18,969	-	11,497	-	-	-	100,577
Total Revenues	1,466,175	324,957	-	61,157	-	-	-	1,852,289
Payroll costs	(252,103)	(33,974)	-	(11,641)	-	-	-	(297,718)
Costs for services	(659,230)	(97,195)	-	(19,151)	-	(818)	-	(776,394)
Costs for raw materials	(153,045)	-	-	(2,888)	-	-	-	(155,933)
Other costs	(84,488)	(26,945)	-	(1,696)	-	(3,217)	-	(116,346)
Capitalised costs on fixed assets	15	-	-	286	-	-	-	301
Amortisation, depreciation and write-downs	(115,474)	(50,953)	-	(8,621)	(3,277)	-	-	(178,325)
Adjustment of the provision for restoration/replacement of non-compensated revertible assets	10,590	-	-	-	-	-	-	10,590
Other provisions for risks and charges	(30,210)	-	-	-	-	-	-	(30,210)
Financial income	12,919	12,234	-	20	-	-	-	25,173
Financial expenses	(39,572)	(75,424)	-	(9,177)	1,193	(10,491)	(13,006)	(146,477)
Profit (loss) of companies accounted for with the equity method	1,079	(3)	(5,483)	-	(3,119)	-	-	(7,526)
Profit (loss) before taxes	156,656	52,697	(5,483)	8,289	(5,203)	(14,526)	(13,006)	179,424
Taxes	(46,470)	(19,516)	-	(1,971)	914	-	-	(67,043)
Profit (loss) for assets held for sale net of taxes (Discontinued Operations)	-	-	-	-	-	-	-	-
Profit (loss) for the period	110,186	33,181	(5,483)	6,318	(4,289)	(14,526)	(13,006)	112,381
Profit (loss) attributable to Minorities	26,398	-	16,181	-	836	-	-	43,415
Profit (loss) attributable to the Group	83,788	33,181	(21,664)	6,318	(5,125)	(14,526)	(13,006)	68,966

The table shows (i) in the column “ASTM 30.06.2021”, the Consolidated Income statement of ASTM for the six months ended 30 June 2021, taken from the Condensed Consolidated Half Year Financial Report (ii) in the “Pro Forma Adjustments” columns the adjustments that make it possible to obtain the income statement of ASTM as though the Pro Forma Transactions had taken place on 1 January 2021 and (iii) in the column “ASTM Pro Forma 30.06.2021” the values given by the sum of the previous columns. The Pro forma Consolidated income statement shows sub-total of the Issuer’s Consolidated Income statement.

All the pro-forma adjustments are expected to have a continuing impact.

Notes to the pro forma adjustments

EcoRodovias Consolidation

(1) EcoRodovias Income Statements

The column in question includes the consolidated income statement of the EcoRodovias Group for the six months ended 30 June 2021, extracted from the EcoRodovias Interim Consolidated Financial Statements, reclassified using the income statement format adopted by ASTM as shown in the table below.

Consolidated income statement information as per EcoRodovias Interim Consolidated Financial Statements	Reclassification	Consolidated Income statements as reclassified into ASTM's income statement	Consolidated Income statements as reclassified into ASTM's income statement			
<i>(R\$ in thousands)</i>			<i>(€ in thousands)</i>			
Toll collection revenue (*)	1,677,736	(102,965)	1,574,771	Motorway sector - operating activities	242,638	242,638
Construction revenue (*)	411,153	-	411,153	Motorway sector - planning and construction activities IFRIC 12	63,350	63,350
Port revenue and logistic (*)	277,674	(159,581)	118,093	Other	18,196	} 18,969
Ancillary revenues and other (*)	50,656	(45,639)	5,017	Other	773	
Deductions from Gross Revenue (*)	(313,184)	313,184	-	-	-	
Total Revenues (***)	2,104,035	4,999	2,109,034		324,957	324,957
Personnel (**)	(220,499)		(220,499)	Payroll costs	(33,974)	(33,974)
Construction costs (**)	(411,153)		(411,153)	Costs for services	(63,350)	} (97,195)
Conservation and maintenance and other (**)	(88,725)		(88,725)	Costs for services	(13,671)	
Third-parties services (**)	(119,188)		(119,188)	Costs for services	(18,364)	
Insurance (**)	(11,744)		(11,744)	Costs for services	(1,809)	
Granting Authority (**)	(39,888)		(39,888)	Other costs	(6,146)	} (26,945)
Other operating costs and expenses (**)	(65,120)		(65,120)	Other costs	(10,034)	
Provision for maintenance (**)	(63,055)		(63,055)	Other costs	(9,715)	
Rental of real estate, machinery and forklifts (**)	(6,372)		(6,372)	Other costs	(982)	
Other Income (expenses), net (***)	4,556	(4,999)	(443)	Other costs	(68)	
Depreciation and Amortization (**)	(330,694)		(330,694)	Amortisation, depreciation and write-downs	(50,953)	(50,953)
Financial income (***)	79,400		79,400	Financial income	12,234	12,234
Financial expenses (***)	(489,520)		(489,520)	Financial expenses	(75,424)	(75,424)
Equity in earnings (***)	(20)		(20)	Profit (loss) of companies accounted for with the equity method	(3)	(3)
Profit (loss) before taxes	342,013	-	342,013		52,697	52,697
Income and social contribution taxes (***)	(126,667)		(126,667)	Taxes	(19,516)	(19,516)
Profit (loss) for the period	215,346	-	215,346		33,181	33,181

(*) as per Note 25 to the EcoRodovias Interim Consolidated Financial Statements

(**) as per Note 26 to the EcoRodovias Interim Consolidated Financial Statements

(***) as per EcoRodovias income statement as included in the EcoRodovias Interim Consolidated Financial Statements

The income statement information of the first half of 2021 of EcoRodovias was converted at the average exchange rate of the half year (Euro/6.4902 Reais).

Reclassifications are mainly aimed at presenting the figures pertaining to EcoRodovias under the ASTM's income statement format.

For the purposes of preparing the Unaudited Pro Forma Consolidated Financial Information, a preliminary analysis was carried out to identify the reclassifications in question and to identify any significant differences between the accounting policies adopted by the two groups. As from the date of the consolidation on a line by line basis of the EcoRodovias Group, ASTM will conduct a full analysis, which could lead to additional significant differences.

(2) EcoRodovias Consolidation

This column (i) eliminates the pro-rata share of "Profit (loss) of companies accounted for by the equity method" relating to the "EcoRodovias investment" for a total € 5,483 thousand, this result being already included in its consolidation and (ii) highlights the "Profit (loss) for the period attributable to minorities" of the EcoRodovias

result for the half year for € 16,181 thousand. As previously mentioned, no fair value measurement was carried out of the assets and liabilities of EcoRodovias at the date of the consolidation on a line by line basis and therefore the pro forma income statement relating to the first half of 2021 does not include any amortisation or depreciation of the possible differences arising from such activity. However, the reversed amount relating to the measurement using the equity method of such investment included an amount for € 9,981 thousand relating to the amortisation and depreciation of the differences arising from the fair value measurement of the assets and liabilities of EcoRodovias carried out during the first acquisition of such investment (fiscal year 2016).

SITAF Consolidation

(3) *SITAF 1Q2021*

The column in question includes the consolidated income statement of the SITAF Group for the 1st quarter of 2021, extracted from SITAF Interim Consolidated Financial Statements, reclassified using the income statement format adopted by ASTM.

(4) *SITAF Consolidation 1Q2021*

This column (i) eliminates the pro-rata share of “*Profit (loss) of companies accounted for by the equity method*” relating to the “SITAF investment” relating to the first quarter for a total € 3,119 thousand, this result being already included in its consolidation, (ii) highlights the amount of the amortisation and depreciation for such quarter of the higher values of the assets and liabilities of SITAF arising from their fair value measurement at the date of acquisition of control for € 3,277 thousand, and the related deferred tax effect for € 914 (iii) reverses the fair value adjustment of the total SITAF shares held for € 1,193 thousand since this is a non-recurring event, and (iv) highlights the “*Profit (loss) for the period attributable to minorities*” of the SITAF result and adjustments for the first quarter for € 836 thousand.

Merger

(5) *NAF2 Income Statements*

The column “NAF2 Income Statements” shows the income statement data of NAF2 relating to the 1st half of 2021, prepared for the purpose of the Unaudited Pro Forma Consolidated Financial Information and approved by the Board of Directors on 22 October 2021. These data include non-recurring cost items related to the voluntary tender offer (“VTO”) and the related loan for a total € 11,317 thousand (Tobin Tax, commissions, etc.).

(6) *Interest on VTO financing*

This column reflects for € 13,006 thousand the difference between the interest expense calculated on a six-month basis and the interest expense recognised in the NAF2 position for the first half of 2021 with reference to the € 1,930,000 thousand Loan subscribed by NAF2 on 28 May 2021 to finance the purchases of ASTM shares. Financial expenses were calculated according to the “amortised cost” method at 0.88% for the entire period, assuming a duration of the loan of 12 months (the loan has a contractual duration of 12 months with the possibility for the Company to extend it by an additional 12 months). Note that no deferred tax was calculated on such financial expenses incurred by NAF2 before the merger since the recoverability of such costs is being evaluated on the basis of the tax legislation currently applicable.

In accordance with the provisions of Delegated Regulation 980/2019, Annex 20, it is noted that only the pro forma adjustments with a permanent effect on the ASTM Group were posted in the pro forma consolidated income statement.

Pro forma Consolidated income statement of ASTM FY 2020

(€ in thousands)	ASTM	Pro Forma Adjustments						ASTM Pro Forma	
		EcoRodovias Consolidation			SITAF Consolidation				Merger
		EcoRodovias Financing	EcoRodovias Income Statements	EcoRodovias Consolidation	SITAF FY 2020	SITAF Consolidation FY 2020	SITAF Financing		Interest on VTO financing

	31.12.2020	(1)	(2)	(3)	(4)	(5)	(6)	(7)	31.12.2020
Revenue									
Motorway sector - operating activities	1,045,600	-	482,134	-	128,038	-	-	-	1,655,772
Motorway sector - planning and construction activities IFRIC 12	392,213	-	166,512	-	45,702	-	-	-	604,427
EPC sector	951,545	-	-	-	13,227	-	-	-	964,772
EPC sector - planning and construction activities IFRIC 12	9,306	-	-	-	-	-	-	-	9,306
Technology sector	16,387	-	-	-	10,038	-	-	-	26,425
Other	67,270	-	30,470	-	67,261	-	-	-	165,001
Total Revenues	2,482,321	-	679,116	-	264,266	-	-	-	3,425,703
Payroll costs	(442,099)	-	(63,917)	-	(40,692)	-	-	-	(546,708)
Costs for services	(1,107,866)	-	(235,278)	-	(66,823)	-	-	-	(1,409,967)
Costs for raw materials	(231,830)	-	-	-	(19,030)	-	-	-	(250,860)
Other costs	(154,016)	-	(140,230)	-	(9,366)	-	-	-	(303,612)
Capitalised costs on fixed assets	1,274	-	-	-	4	-	-	-	1,278
Amortisation, depreciation and write-downs	(227,179)	-	(92,811)	-	(36,214)	(10,256)	-	-	(366,460)
Adjustment of the provision for restoration/replacement of non-compensated revertible assets	2,951	-	-	-	-	-	-	-	2,951
Other provisions for risks and charges	(30,208)	-	-	-	(409)	-	-	-	(30,617)
Financial income	18,730	-	16,032	-	141	-	-	-	34,903
Financial expenses	(87,144)	(947)	(149,495)	-	(58,355)	-	(2,436)	(35,774)	(334,151)
Profit (loss) of companies accounted for with the equity method	(56,288)	-	(1)	48,011	4,071	(14,200)	-	-	(18,407)
Profit (loss) before taxes	168,646	(947)	13,416	48,011	37,593	(24,456)	(2,436)	(35,774)	204,054
Taxes	(24,924)	227	(84,330)	-	(9,244)	2,861	585	-	(114,825)
Profit (loss) for assets held for sale net of taxes (Discontinued Operations)		-	(1,018)	-	-	-	-	-	(1,018)
Profit (loss) for the period	143,722	(720)	(71,932)	48,011	28,349	(21,595)	(1,851)	(35,774)	88,211
Profit (loss) attributable to Minorities	34,885	-	-	(35,079)	-	6,869	-	-	6,675
Profit (loss) attributable to the Group	108,837	(720)	(71,932)	83,090	28,349	(28,464)	(1,851)	(35,774)	81,536

The table shows (i) in the column “ASTM 31.12.2020”, the Consolidated Income statement of ASTM for the fiscal year ended 31 December 2020, taken from the Consolidated Financial Statements, (ii) in the “Pro Forma Adjustments” columns the adjustments that make it possible to obtain the income statement of ASTM as though the Pro Forma Transactions had taken place on 1 January 2020 and (iii) in the column “ASTM Pro Forma 31.12.2020” the values given by the sum of the previous columns. The Pro forma Consolidated income statement shows sub-total of the Issuer’s Consolidated Income statement.

All the pro-forma adjustments are expected to have a continuing impact.

Notes to the pro forma adjustments

EcoRodovias Consolidation

(1) EcoRodovias Financing

This column reflects the financial expenses associated with the Loan of € 335,750 thousand for the amount of € 947 thousand and the related positive tax effects for € 227 thousand. Financial expenses were calculated according to the “amortised cost” method at 0.282% for the entire fiscal year. An estimate was also made of the tax effect, considering the deductibility for corporate income tax (IRES, 24%) purposes of such financial expenses.

(2) EcoRodovias Income Statements

The column in question includes the consolidated income statement of the EcoRodovias Group for the fiscal year ended 31 December 2020, extracted from the EcoRodovias Consolidated Financial Statements, reclassified using the income statement format adopted by ASTM as shown in the table below.

the fair value measurement of the assets and liabilities of EcoRodovias carried out during the first acquisition of such investment (year 2016).

SITAF Consolidation

(4) SITAF FY 2020

The column in question includes the consolidated income statement of the SITAF Group for the fiscal year ended 31 December 2020, extracted from the SITAF Consolidated Financial Statements, reclassified using the income statement format adopted by ASTM.

(5) SITAF Consolidation FY 2020

This column (i) eliminates the pro-rata share of “Profit (loss) of companies accounted for by the equity method” relating to the “SITAF investment” relating to fiscal year 2020 for a total € 14,200 thousand, this result being already included in its consolidation and (ii) highlights the amount of the amortisation and depreciation for fiscal year 2020 of the higher values of the assets and liabilities of SITAF arising from their fair value measurement at the date of acquisition of control for € 10,256 thousand, and the related deferred tax effect for € 2,861 thousand, and (iii) highlights the “Profit (loss) for the period attributable to minorities” of the SITAF result and adjustments for the fiscal year 2020 for € 6,869 thousand.

(6) SITAF Financing

This column reflects for an amount of € 2,436 thousand and the related positive tax effects for an amount of € 585 thousand the higher financial expenses (for the period between 1 January-26 October 2020) associated with the Loan for € 230,000 thousand drawn down on 26 October 2020 by ASTM in order to acquire the investment in SITAF. Financial expenses were calculated according to the “amortised cost” method at 1.271% for the entire fiscal year. An estimate was also made of the tax effect, considering the deductibility for corporate income tax (IRES, 24%) purposes of such financial expenses.

Merger

(7) Interest on VTO financing

This column reflects for € 35,774 thousand the interest expense calculated on an annual basis relating to the € 1,930,000 thousand Loan subscribed by NAF2 on 28 May 2021 to finance the purchases of ASTM shares. Financial expenses were calculated according to the “amortised cost” method at 1.125% for the entire fiscal year, assuming a duration of the loan of 12 months (the loan has a contractual duration of 12 months with the possibility for the Company to extend it by an additional 12 months). Note that no deferred tax was calculated on such financial expenses incurred by NAF2 before the merger since the recoverability of such costs is being evaluated on the basis of the tax legislation currently applicable.

Note that the data of the 2020 income statement of NAF2 have not been reported because the company was established in late December 2020 and financial statements referring to that fiscal year have not been completed; such data would in any case be irrelevant.

In accordance with the provisions of Delegated Regulation 980/2019, Annex 20, it is noted that only the pro forma adjustments with a permanent effect on the ASTM Group were posted in the pro forma consolidated income statement.

Net financial indebtedness prepared on Pro Forma basis

Financial indebtedness - ESMA

The following table represents by type the pro forma adjustments made to represent the significant effects of the EcoRodovias Consolidation and the Merger on the Net financial indebtedness of the Group as at 30 June 2021 prepared in accordance with the Guidelines of the European Securities and Markets Authority (ESMA) of March 2021:

<i>(€ in thousands)</i>	ASTM 30.06.2021	EcoRodovias Consolidation	Merger	ASTM Pro Forma 30.06.2021
A Cash	625,717	548,931	32,007	1,206,655
B Cash equivalents	41,756	-	-	41,756
C Other current financial assets	1,284,631	23,602		1,308,233
D Liquidity (A + B + C)	1,952,104	572,533	32,007	2,556,644
E Current financial liabilities	(289,492)	(338,513)	(1,917,198)	(2,545,203)
F Current portion of medium/long-term borrowings	(392,758)	(228,829)	-	(621,587)
G Short-term borrowings (E + F)	(682,250)	(567,342)	(1,917,198)	(3,166,790)
H Net short-term borrowings (G + D)	1,269,854	5,191	(1,885,191)	(610,146)
I Non-current financial liabilities	(1,622,056)	(260,140)	-	(1,882,196)
J Debt instruments	(1,084,296)	(745,035)	-	(1,829,331)
K Trade payables and other long-term payables	(658,937)	(230,668)	-	(889,605)
L Net non-current financial indebtedness (I + J + K)	(3,365,289)	(1,235,842)	-	(4,601,131)
M Total financial indebtedness (ESMA) (H + L)	(2,095,435)	(1,230,651)	(1,885,191)	(5,211,277)

Net financial indebtedness

The following table represents by type the pro forma adjustments made to represent the significant effects of the EcoRodovias Consolidation and the Merger on the net financial indebtedness of the Group as at 30 June 2021:

<i>(€ in thousands)</i>	ASTM 30.06.2021	EcoRodovias Consolidation	Merger	ASTM Pro Forma 30.06.2021
A) Cash and cash equivalents	625,717	548,931	32,007	1,206,655
B) Securities held for trading	-	-	-	-
C) Liquidity (A) + (B)	625,717	548,931	32,007	1,206,655
D) Financial receivables	1,326,387	23,602	-	1,349,989
E) Bank short-term borrowings	(218,596)	-	(1,917,198)	(2,135,794)
F) Current portion of medium/long-term borrowings	(392,758)	(228,829)	-	(621,587)
G) Other current financial liabilities	(70,896)	(338,513)	-	(409,409)
H) Short-term borrowings (E) + (F) + (G)	(682,250)	(567,342)	(1,917,198)	(3,166,790)
I) Current net cash (C) + (D) + (H)	1,269,854	5,191	(1,885,191)	(610,146)
J) Bank long-term borrowings	(1,581,312)	(256,866)	-	(1,838,178)
K) Hedging derivatives	(41,958)	-	-	(41,958)
L) Bonds issued	(1,042,338)	(745,035)	-	(1,787,373)
M) Other long-term payables	(40,690)	(3,274)	-	(43,964)
N) Long-term borrowings (J) + (K) + (L) + (M)	(2,706,298)	(1,005,174)	-	(3,711,472)
O) Net financial indebtedness (I) + (N)	(1,436,444)	(999,983)	(1,885,191)	(4,321,618)



ASTM SPA

**INDEPENDENT AUDITOR'S ASSURANCE REPORT ON THE
COMPILATION OF PRO FORMA FINANCIAL INFORMATION
INCLUDED IN A PROSPECTUS**



INDEPENDENT AUDITOR'S ASSURANCE REPORT ON THE COMPILATION OF PRO FORMA FINANCIAL INFORMATION INCLUDED IN A PROSPECTUS

To the Board of Directors of
ASTM SpA

Report on the compilation of pro forma financial information included in a prospectus

We have completed our assurance engagement to report on the compilation of pro forma financial information of ASTM SpA (hereinafter "**ASTM**" or the "**Company**") consisting of the pro forma consolidated balance sheet as at 30 June 2021, the pro forma consolidated income statement for the six months ended 30 June 2021 and for the year ended 31 December 2020 and related notes (hereinafter the "**Pro Forma Financial Information**"). The applicable criteria on the basis of which ASTM has compiled the Pro Forma Financial Information are described in the related notes (hereinafter the "**Basis for Preparation**").

The Pro Forma Financial Information has been compiled by the Company to illustrate the impact of:

- (a) the acquisition of control by ASTM over Società Italiana per il Traforo Autostradale del Fréjus SpA group (hereinafter "**SITAF**"), which took place on 1 April 2021 (hereinafter the "**SITAF Consolidation**");
- (b) the consolidation on a line by line basis by ASTM of EcoRodovias Infraestrutura e Logística S.A. and its consolidated subsidiaries (hereinafter "**EcoRodovias**"), which is expected to be effective from 16 November 2021 (hereinafter the "**EcoRodovias Consolidation**");
- (c) the merger of NAF2 SpA ("**NAF2**") into ASTM, which became effective on 5 November 2021 (hereinafter the "**Merger**" and together with the SITAF Consolidation and the EcoRodovias Consolidation, the "**Transactions**");

on i) ASTM's consolidated balance sheet as at 30 June 2021, as if the Transactions had taken place on 30 June 2021, and ii) ASTM's consolidated income statement for the six months ended 30 June 2021 and for the year ended 31 December 2020, as if the Transactions had taken place on 1 January 2021 and 1 January 2020, respectively.

PricewaterhouseCoopers SpA

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As part of this process:

- information about the Company's has been extracted from the relevant i) consolidated financial statements as of and for the year ended 31 December 2020, approved by the Board of Directors on 19 March 2021, on which we issued our unqualified audit report on 26 March 2021 and ii) consolidated interim financial report as of and for the six months ended 30 June 2021 (the "**Consolidated Interim Financial Report**"), approved by the Board of Directors on 3 August 2021, on which we issued our unqualified limited review report on 4 August 2021;
- information about EcoRodovias has been extracted from the relevant i) consolidated financial statements as of and for the year ended 31 December 2020, approved by the Board of Directors on 9 March 2021 and audited by PricewaterhouseCoopers Brasil, which issued an unqualified audit report on 10 March 2021 and ii) the consolidated interim financial report as of and for the six months ended 30 June 2021, approved by the Board of Directors on 27 July 2021 and reviewed by PricewaterhouseCoopers Brasil, which issued an unqualified limited review report on 29 July 2021;
- information about SITAF has been extracted from the relevant i) consolidated financial statements as of and for the year ended 31 December 2020, approved by the Board of Directors on 25 March 2021 and audited by EY SpA, which issued an unqualified audit report on 9 April 2021 and ii) the consolidated reporting package as at and for the six months ended 30 June 2021, prepared for the purpose of the Consolidated Interim Financial Report, approved by the Board of Directors on 2 August 2021, on which we have performed audit procedures with the extension considered necessary to issue this report;
- information about NAF2 has been extracted from the relevant accounting records, approved by the Board of Directors on 22 October 2021, on which we have performed audit procedures with the extension considered necessary to issue this report.

Responsibility for the pro forma financial information

ASTM is responsible for compiling the Pro Forma Financial Information based on the Basis for Preparation.

Our independence and quality control

We have complied with the independence and other ethical requirement of the Code of Ethics for Professional Accountants issued by the International Ethics Standards Board for Accountants, which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behavior. The firm applies International Standard on Quality Control 1 and accordingly maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.



Auditor's Responsibilities

Our responsibility is to express an opinion about whether the Pro Forma Financial Information has been compiled, in all material respects, by ASTM based on the Basis for Preparation. We conducted our engagement in accordance with International Standard on Assurance Engagements (ISAE) 3420, *Assurance Engagements to Report on the Compilation of Pro Forma Financial Information Included in a Prospectus*, issued by the International Auditing and Assurance Standards Board. This standard requires that the auditor plans and performs procedures to obtain reasonable assurance about whether the entity has compiled, in all material respects, the Pro Forma Financial Information on the basis of the applicable criteria.

For purposes of this engagement, we are not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the Pro Forma Financial Information, nor have we, in the course of this engagement, performed an audit or review of the financial information used in compiling the Pro Forma Financial Information.

The purpose of Pro Forma Financial Information is solely to illustrate the impact of a significant event or transaction on unadjusted financial information of the entity as if the event had occurred or the transaction had been undertaken at an earlier date selected for purposes of the illustration. Accordingly, we do not provide any assurance that the actual outcome of the Transactions for the year ended 31 December 2020 and for the six months ended 30 June 2021 would have been as presented.

A reasonable assurance engagement to report on whether the Pro Forma Financial Information has been compiled, in all material respects, on the basis of the applicable criteria involves performing procedures to assess whether the applicable criteria used by ASTM in the compilation of the Pro Forma Financial Information provide a reasonable basis for presenting the significant effects directly attributable to the Transactions and to obtain sufficient appropriate evidence about whether:

- the related pro forma adjustments give appropriate effect to those criteria; and
- the Pro Forma Financial Information reflects the proper application of those adjustments to the unadjusted historical financial information.

The procedures selected depend on the auditor's judgment, having regard to the auditor's understanding of the nature of the company, the event or transaction in respect of which the Pro Forma Financial Information has been compiled, and other relevant engagement circumstances. The engagement also involves evaluating the overall presentation of the Pro Forma Financial Information.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

In our opinion, the Pro Forma Financial Information has been properly compiled on the basis stated in the Basis for Preparation and the Basis for Preparation is consistent with the accounting policies of ASTM.



Other matter

This report has been issued solely for its inclusion in the Base Prospectus for the update of the €4,000,000,000 Euro Medium Term Note Programme of the Company and cannot be used for any other purpose.

Turin, 15 November 2021

PricewaterhouseCoopers SpA

A handwritten signature in purple ink, reading 'Piero De Lorenzi', with a large, stylized initial 'P'.

Piero De Lorenzi
(Partner)

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