

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF NOTEHOLDERS. AS TO THE ACTIONS THEY COULD TAKE, NOTEHOLDERS SHOULD SEEK THEIR OWN FINANCIAL AND LEGAL ADVICE, INCLUDING IN RESPECT OF ANY TAX CONSEQUENCES, IMMEDIATELY FROM THEIR BROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT FINANCIAL, TAX OR LEGAL ADVISER.



AGSM AIM S.p.A.

(incorporated as a joint stock company (società per azioni) under the laws of the Republic of Italy)
€70,500,000 1.984% Senior Unsecured Amortising Fixed Rate Notes due 20 September 2024
(ISIN Code: XS1683476268)

AMENDMENTS TO TERMS AND CONDITIONS OF NOTES

This notice is given to the holders (the “**Noteholders**”) of the “€70,500,000 1.984% Senior Unsecured Amortising Fixed Rate Notes due 20 September 2024” (ISIN Code: XS1683476268) (the “**Notes**”) issued by AGSM AIM S.p.A. (formerly Aziende Industriali Municipali Vicenza S.p.A.), a joint stock company (*società per azioni*) incorporated under the laws of the Republic of Italy, having its registered office at Verona, Lungadige Galtarossa n.8 (Italy) and registered with the Companies’ Register of Verona under No. 00215120239, Fiscal Code 00215120239, VAT 02770130231 and R.E.A. number VR – 30821 (“**AGSM AIM**” or the “**Issuer**”).

The Notes are the subject of a fiscal agency agreement dated 20 September 2017, as amended and/or supplemented and/or restated from time to time, including by way of the supplemental fiscal agency agreement dated 17 September 2018 and the supplemental fiscal agency agreement dated 28 December 2020 (the “**Principal Fiscal Agency Agreement**”) between the Issuer and BNP Paribas Luxembourg Branch (previously known as BNP Paribas Securities Services Luxembourg Branch) (the “**Fiscal Agent**”) and as paying agent (the “**Paying Agent**” and, together with the Fiscal Agent, the “**Paying Agents**”, which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes).

At a meeting on 3 September 2024, Noteholders holding 100 per cent. of the aggregate principal amount of the outstanding Notes voted in favour of an extraordinary resolution (the “**Extraordinary Resolution**”) amending the terms and conditions of the Notes (the “**Conditions**”).

Following the passing of the Extraordinary Resolution and its registration of the minutes at the companies’ registry of Verona (*registro delle imprese*), the amendments to the Conditions have been given full effect by execution on today’s date of a supplemental fiscal agency agreement (the “**Supplemental Fiscal Agency Agreement**”) by the Issuer and Fiscal Agent, which is supplemental to the Principal Fiscal Agency Agreement.

The Conditions, as amended by the Extraordinary Resolution and annexed to the Supplemental Fiscal Agency Agreement, are shown in the Schedule to this Notice. Copies of the amended Conditions, the Supplemental Fiscal Agency Agreement and the Principal Fiscal Agency Agreement are available at the registered office of the Issuer and at the office of the Fiscal Agent specified below.

Contact details

Issuer:

AGSM AIM S.p.A:

Lungadige Galtarossa n.8, 37133 Verona VR, Italy

Attention: Mr Luca Vicentini and Mr Stefano Masetti

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Fiscal Agent and Paying Agent:

BNP Paribas Luxembourg Branch

60, Avenue J.F. Kennedy, L1855 Luxembourg

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Attention: Corporate Trust Services

This Notice is given on 10 September 2024 by AGSM AIM S.p.A.

By



Stefano Masetti

SCHEDULE

AMENDED TERMS AND CONDITION OF THE NOTES

The €70,500,000 Fixed Rate Senior Unsecured Notes due 20 September 2027 (the “**Notes**”, which expression shall in these Conditions, unless the context otherwise requires, include any further notes issued pursuant to Condition 16 (*Further Issues*) and forming a single series with the Notes) of AGSM AIM S.p.A. (the “**Issuer**”) are issued subject to and with the benefit of a fiscal agency agreement dated 20 September 2017 (the “**Issue Date**”) (such agreement as amended and/or supplemented and/or restated from time to time, including by way of the supplemental fiscal agency agreement dated 17 September 2018, the supplemental fiscal agency agreement dated 28 December 2020 and the supplemental fiscal agency agreement dated 10 September 2024 the “**Fiscal Agency Agreement**”) made between the Issuer and BNP Paribas Luxembourg Branch (previously known as BNP Paribas Securities Services Luxembourg) as fiscal agent (the “**Fiscal Agent**” which expression includes any successor fiscal agent appointed from time to time in connection with the Notes) and as paying agent (in such capacity, the “**Paying Agent**” and, together with the Fiscal Agent, the “**Paying Agents**”, which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes).

Certain provisions of these Conditions include summaries of, and are subject to, the detailed provisions of and definitions in the Fiscal Agency Agreement. The holders of the Notes (the “**Noteholders**”) and the holders of the related interest coupons (the “**Coupons**”) appertaining to the Notes in definitive form (whether or not attached to the relevant Notes) (the “**Couponholders**”) are bound by, and are deemed to have notice of, all the provisions of the Fiscal Agency Agreement applicable to them. Copies of the Fiscal Agency Agreement are available for inspection during normal business hours by the Noteholders and Couponholders at the Specified Offices (as defined in the Fiscal Agency Agreement) of each of the Paying Agents.

1. FORM, DENOMINATION AND TITLE

1.1 Form and denomination

The Notes are in bearer form, serially numbered and in the denominations of €100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000, with Coupons attached on issue.

1.2 Title

Title to the Notes and the Coupons passes by delivery. The holder of any Note or Coupon will (except as 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 interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating the holder.

2. STATUS

The Notes and the Coupons constitute direct, unconditional, unsubordinated and (subject to Condition 3 (*Negative Pledge*)) unsecured obligations of the Issuer and rank and will rank *pari passu*, without any preference among themselves. The payment obligations of the Issuer under the Notes and the Coupons shall, save for such exceptions as may be provided by applicable law and subject to Condition 3 (*Negative Pledge*), at all times rank at least equally with its other outstanding unsecured and unsubordinated obligations from time to time.

3. NEGATIVE PLEDGE

So long as any Note or Coupon remains outstanding (as defined in the Fiscal Agency Agreement), the Issuer will not, and procures that none of its Subsidiaries will, create or permit to subsist any Security Interest (other than a Permitted Security Interest) upon the whole or any part of its present or future undertaking, assets or revenues (including uncalled capital) to secure (i) any Indebtedness (as defined below) or (ii) any guarantee and/or indemnity in relation to any Indebtedness, without (a) at the same time or prior thereto securing the Notes

and the Coupons equally and rateably therewith or (b) providing such other security for the Notes and the Coupons as may be approved by an Extraordinary Resolution (as defined in the Fiscal Agency Agreement) of the Noteholders.

4. DEFINITIONS

For the purposes of these Conditions:

“**Accounting Principles**” means the International Financial Reporting Standards, as adopted by the European Union, or accounting principles adopted by the Issuer from time to time.

“**Authorised Signatories**” and each an “**Authorised Signatory**” means any person who is a director (*amministratore*), the general manager (*direttore generale*) or any attorney to whom a special power of attorney has been granted by any of the foregoing persons.

“**Business Day**” means:

- (i) for the purposes of Condition 8.3, any day on which the TARGET System is open; and
- (ii) for any other purpose:
 - (a) in relation to any place, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in that place; or
 - (b) in the case of payment by credit or transfer to a Euro account, a TARGET Settlement Day.

“**Calculation Amount**” means €1,000.

“**Certification Date**” means a date falling not later than 45 calendar days after the approval by the Issuer’s board of directors (or equivalent body) of the relevant consolidated financial statements and, in any event, no later than six months after the end of the Relevant Period.

“**Concession**” means any agreement between a public entity (such as, *inter alios*, municipalities, provinces or regions and their relevant authorities governing the optimal territorial areas – *ambiti territoriali ottimali*) and the Issuer or any of its Subsidiaries by means of which such entity is entrusted with the management of local public services of economic relevance pursuant to Article 3-bis of Law Decree 13 August 2011, No. 138 as amended whose relevant tariffs are regulated by the competent authorities.

“**Compliance Certificate**” means a certificate of the Issuer duly signed by two Authorised Signatories, substantially in the form annexed to the Fiscal Agency Agreement:

- (i) confirming as of the Certification Date that its audited IFRS consolidated financial statements in respect of the last Relevant Period give a true and fair view of the consolidated financial position of the Issuer and the Group as of the end of such Relevant Period and of the results of its operations during such period;
- (ii) setting out the amount of the Consolidated Gross Financial Debt, Consolidated Net Financial Debt and Shareholders’ Equity as of the Determination Date and the Issuer’s Consolidated EBITDA and Finance Charges for the Relevant Period, and confirming as of the Certification Date that it is in compliance with the covenants contained in Condition 5.2 (*Financial Covenants*);
- (iii) to the best of the Issuer’s knowledge, having made all due enquiry, that there have been no Change of Control, Concession Event or Sale of Assets Event as of the date of the relevant Compliance Certificate; and

- (iv) that, to the best of the Issuer's knowledge, having made all due enquiries, there have been no events, developments or circumstances that would reasonably be expected to materially affect its ability to certify such compliance on the basis of the Issuer's or (if applicable) the Group's financial condition as of the Certification Date and its results of operations since the Determination Date.

"Consolidated EBITDA" means, in respect of any Relevant Period, the relevant entity's consolidated profit for the year before income tax, finance expense, finance income and amortization, depreciation and impairment and provisions in respect of that Relevant Period, each as shown in, or determined by reference to, such entity's latest audited consolidated financial statements.

"Consolidated EBITDA – Finance Charges Ratio" means the ratio of (i) Consolidated EBITDA to (ii) Finance Charges for the Relevant Period.

"Consolidated Gross Financial Debt" means the sum of the following items:

- (i) total liabilities for loans and borrowings; plus
- (ii) other financial liabilities (including liabilities for leasing agreements, factoring agreements, bond issuances and any other financial instrument which is classified as debt); plus
- (iii) liabilities under speculative derivative instruments,

in each case, without double counting, as shown in, or determined by reference to, the Issuer's latest audited annual consolidated financial statements.

"Consolidated Gross Financial Debt – Consolidated EBITDA Ratio" means the ratio of (i) Consolidated Gross Financial Debt as of the Determination Date to (ii) Consolidated EBITDA for the Relevant Period.

"Consolidated Net Financial Debt" means the sum of the following items:

- (i) total liabilities for loans and borrowings; plus
- (ii) other financial liabilities (including liabilities for leasing agreements, factoring agreements, bond issuances and any other financial instrument which is classified as debt); plus
- (iii) liabilities under speculative derivative instruments, less
- (iv) available cash (*disponibilità finanziarie*) and cash equivalents (where "cash equivalents" means cash at banks and all assets that can be liquidated within three months); less
- (v) other financial assets represented by Italian government bonds and bonds with an investment grade rating that can be liquidated within three months.

in each case, without double counting, as shown in, or determined by reference to, the Issuer's latest audited annual consolidated financial statements.

"Consolidated Net Financial Debt-Shareholders' Equity Ratio" means the ratio of (i) Consolidated Net Financial Debt to (ii) Shareholders' Equity, in each case as at the Determination Date.

"Consolidated Total Assets" means, at any time, in respect of any Relevant Period, the total consolidated assets of the relevant entity as shown in, or determined by reference to, its latest annual audited consolidated financial statements.

"Current Concessions" means the Concessions listed in Annex 1 hereto.

"Current Security Interest" means the Security Interests listed in Annex 2 hereto.

“**Determination Date**” means 31 December in each year.

“**EBITDA**” means, in respect of any Relevant Period, the profit for the year of the relevant entity before income tax, finance expense, finance income and amortization, depreciation and impairment and provisions each as shown in, or determined by reference to, such entity’s latest audited financial statements.

“**Euro**” or “**euro**” or “**€**” means 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.

“**Event of Default**” has the meaning given to that term in Condition 12 (*Events of Default*).

“**Finance Charges**” means, at any time, in respect of any Relevant Period, the total consolidated finance charges actually incurred by the Issuer (including exchange rate losses any charges (if negative) in the fair value of derivatives), as shown in the Issuer’s latest audited annual consolidated financial statements.

“**Future Concessions**” means any Concession that will be granted to the Issuer or any of its Subsidiaries after the Issue Date or any Concession of which the Issuer or any of its Subsidiaries will become the holder as a consequence of an Extraordinary Transaction or a Permitted Reorganisation.

“**Group**” means the Issuer and its Subsidiaries from time to time (if any).

“**Indebtedness**” means (i) any indebtedness from time to time outstanding (whether being principal, premium or interest) of any Person for or in respect of money borrowed or raised including (without limitation) any indebtedness for or in respect of amounts borrowed or raised under any transaction (including, without limitation, any forward sale or purchase agreement) having substantially the commercial effect of a borrowing or otherwise classified as borrowings in accordance with applicable law or generally accepted accounting principles applicable from time to time; and (ii) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraph (i) above.

“**Interest Payment Date**” means 20 September in each year.

“**Interest Period**” means the period beginning on the Issue Date and ending on the first Interest Payment Date and each successive period beginning on an Interest Payment Date and ending on the next succeeding Interest Payment Date up to the Maturity Date.

“**Italian Civil Code**” means the Italian civil code, enacted by Royal Decree No. 262 of 16 March 1942, as subsequently amended and supplemented.

“**Material Subsidiary**” means, at any time, any Subsidiary of the Issuer which in terms of EBITDA or Consolidated EBITDA (if such Subsidiary has its own consolidated Subsidiaries) accounts for 10 per cent. or more of the Issuer’s Consolidated EBITDA or, in terms of Total Assets or Consolidated Total Assets (if such Subsidiary has its own consolidated Subsidiaries) 10 per cent. of the Issuer’s Consolidated Total Assets and, for these purposes:

- (i) the Issuer’s Consolidated EBITDA and Consolidated Total Assets will be determined by reference to its then latest annual audited consolidated financial statements (the “**Relevant Consolidated Financial Statements**”); and
- (ii) the EBITDA or Consolidated EBITDA and Total Assets or Consolidated Total Assets of each Subsidiary will be determined by reference to the annual financial statements (whether or not audited) of such Subsidiary, in each case upon which the Relevant Consolidated Financial Statements have been based, provided that: (a) if a Person has become a Subsidiary of the Issuer after the date on which the Relevant Consolidated Financial Statements have been prepared, the EBITDA or Consolidated EBITDA and Total Assets or Consolidated Total Assets of that Subsidiary will be determined by

reference to its latest annual financial statements (whether or not audited); (b) the Relevant Consolidated Financial Statements and the corresponding financial statements of each relevant Subsidiary will be adjusted (where appropriate) to reflect fairly the EBITDA or Consolidated EBITDA and Total Assets or Consolidated Total Assets of, or represented by, any Person, business or assets subsequently acquired or disposed of; and (c) where a Subsidiary (the “**Intermediate Holding Company**”) has one or more Subsidiaries at least one of which, under this definition, is a Material Subsidiary, then such Intermediate Holding Company will be deemed to be a Material Subsidiary.

“**Maturity Date**” means 20 September 2027.

“**Net Proceeds**” means the net proceeds of the issuance and offering of the Notes.

“**No Default Certificate**” means the certificate to be delivered on each Certification Date and duly signed by two Authorised Signatories of the Issuer, certifying that no Event of Default has occurred during that Relevant Period and/or is continuing as of the date of the relevant certificate or (if an Event of Default is continuing) the steps, if any, being taken to remedy it.

“**Permitted Reorganisation**” means,

- (i) in the case of any Subsidiary, any reorganisation, amalgamation, merger, demerger, consolidation, contribution in kind or restructuring or other similar transaction, in each case whilst solvent whereby, in one transaction or series of transactions, the assets and undertaking of such Subsidiary are (in whole or in part) transferred, sold, contributed, assigned or otherwise vested in the Issuer and/or another Subsidiary of the Issuer; or
- (ii) in the case of the Issuer, any reorganisation, amalgamation, merger, demerger, consolidation, contribution in kind or restructuring or other similar transaction, in each case whilst solvent whereby, in one transaction or series of transactions, all or substantially all of the Issuer’s assets and undertaking are transferred, sold, contributed, assigned or otherwise vested in a body corporate that is in good standing, validly organised and existing under the laws of the Republic of Italy, and such body corporate (A) assumes as principal debtor the obligations of the Issuer under the Conditions in respect of the Notes and (B) continues substantially to carry on the business of the Issuer as conducted as the date of such transaction; or
- (iii) any reorganisation, amalgamation, merger, demerger, consolidation, contribution in kind or restructuring whilst solvent or other similar arrangement on terms previously approved by an Extraordinary Resolution.

“**Permitted Security Interest**” means:

- (i) any Current Security Interest; or
- (ii) any Security Interest arising by operation of law in the ordinary course of business of the Issuer or a Subsidiary (not arising as a result of any default or omission by the Issuer or that Subsidiary); or
- (iii) any Security Interest created by a Person which becomes a Subsidiary after the Issue Date, where such Security Interest already exists at the time that Person becomes a Subsidiary provided that (A) such Security Interest was not created in connection with or in contemplation of that Person becoming a Subsidiary, (B) the aggregate principal amount of Indebtedness secured by such Security Interest is not increased and no additional assets become subject to such Security Interest, in both cases either in connection with or in contemplation of that Person becoming a Subsidiary or at any time thereafter; or
- (iv) any Security Interest created by a Person and/or any of its Subsidiaries which, after the Issue Date, is/are, in one transaction or series of transactions falling within the scope of the definition of Permitted Reorganisation, merged, demerged, amalgamated, consolidated, or the subject of other similar

transactions, with the Issuer and/or any of its Subsidiaries in a body corporate that is in good standing, validly organised and existing under the laws of the Republic of Italy (each such transaction, a “**Extraordinary Transaction**”), where such Security Interest already existed at the time when the relevant Extraordinary Transaction is completed provided that (A) the Security Interest was not created in connection with or in contemplation of the relevant Extraordinary Transaction and (B) in connection with or in contemplation of that Extraordinary Transaction the aggregate principal amount of Indebtedness secured by such Security Interest is not increased; or

- (v) any Security Interest (a “**New Security Interest**”) created in substitution for any existing Security Interest permitted under paragraphs (i) and (ii) above (an “**Existing Security Interest**”), provided that (A) the principal amount secured by the New Security Interest does not at any time exceed the principal amount secured by the Existing Security Interest, and (B) other than by reason of general market trends beyond the control of the Issuer, the relevant Subsidiary or the Person merging with the Issuer, the value of the assets over which the New Security Interest subsists does not at any time exceed the value of the assets over which the Existing Security Interest subsisted; or
- (vi) any Security Interest securing any Project Finance Indebtedness; or
- (vii) any assignments or discount *pro soluto* of receivables due from any region, municipality, province / *città metropolitana* or consortium incorporated pursuant to Article 31 of Legislative Decree No. 267 of 18 August 2000, as amended, or public sector companies; or
- (viii) any netting or set-off arrangement entered into by the Issuer or any of its Subsidiaries in the ordinary course of its or their banking arrangements for the purpose of netting debit and credit balances; or
- (ix) any Security Interest which is created in connection with, or pursuant to, a securitisation, or like arrangement whereby (i) the payment obligations in respect of the instruments representing the Indebtedness secured by the relevant Security Interest are to be discharged solely from the revenues generated by the assets over which such Security Interest is created (including, without limitation, receivables) and (ii) the holders of such instruments have no recourse in relation to such Indebtedness against any assets of any member of the Group; or
- (x) any Security Interest is created in order to participate in a tender for the awarding of the gas distribution service provided that the aggregate principal amount of Indebtedness secured by such Security Interest does not exceed an amount equal to Euro 75,000,000; or
- (xi) any assignment by way of security and/or pledge granted in favour of the guarantors under the EIB Facilities Agreements to secure indemnities and reimbursement obligations assumed by the Issuer in favour of such parties in accordance with the EIB Facilities Agreements and the ancillary documentation; or

For this purposes, “**EIB Facilities Agreements**” means, collectively, the Euro 30,000,000 and the Euro 15,000,000 facilities agreements entered into between the Issuer, as borrower, and the European investment bank, as lender, on 8 July 2014; or

- (xii) any Security Interest arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Issuer or any of its Subsidiaries in the ordinary course of business and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Issuer or that Subsidiary; or
- (xiii) any Security Interest not falling within paragraphs (i) to (xii) above, provided that the aggregate principal amount of Indebtedness secured by such Security Interest does not exceed an amount equal to Euro 15,000,000.

“**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.

“**Project**” means the ownership, acquisition (in each case, in whole or in part), development, restructuring, leasing, maintenance and/or operation of an asset or assets, and the equity participations in the company(ies) holding, directly and/or indirectly, such asset or assets and/or operating the relevant business.

“**Project Finance Indebtedness**” means any present or future Indebtedness assumed by a Person (the “**relevant debtor**”) to finance or refinance, directly and/or indirectly, a Project, whereby (A) the claims of the creditors under such Indebtedness (the “**relevant creditors**”) against the relevant debtor are limited to (i) the amount of cash flow or net cash flow generated by and through the Project during the tenor of such Indebtedness and/or (ii) the amount of proceeds deriving from the enforcement of any Security Interest given by the relevant debtor over the Project to secure such Indebtedness and/or (iii) other credit support (including, without limitation, completion guarantees and contingent equity obligations) customarily provided in support of such Indebtedness up to the date on which the Project become operational and (B) without prejudice to paragraph (A)(iii) above, the relevant creditors have no recourse whatsoever against any assets of any member of the Group other than the Project and such Security Interest.

“**Relevant Date**” means whichever is the later of (A) the date on which a payment first becomes due and (B) if the full amount payable has not been received in by the Fiscal Agent on or prior to such due date, the date on which, the full amount having been so received, notice to that effect shall have been given to the Noteholders and Couponholders in accordance with Condition 13 (*Notices*).

“**Relevant Jurisdiction**” means the Republic of Italy or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject by reason of its tax residence or a permanent establishment maintained therein in respect of payments made by it of principal and interest on the Notes or the Coupons.

“**Relevant Period**” means a 12-month period ending on (and including) a Determination Date.

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

“**Shareholders’ Equity**” means the shareholders' equity of the Issuer (*patrimonio netto*), as shown in, or determined by reference to, the Issuer’s latest audited consolidated annual financial statements, in each case less any dividends paid, declared, recommended or approved.

“**Subsidiary**” means, in respect of any Person at any particular time, any *società controllata*, as defined in Article 2359, paragraph 1, No. 1) and No. 2), of the Italian Civil Code.

“**Substantial Part**” means:

- (i) in the case of Condition 12(e) (*Cessation of business*), Condition 12(f) paragraph (iii) (*Insolvency/Composition*) and Condition 12(g) (*Enforcement proceedings*), business, undertakings or assets, as the case may be, representing 25 per cent. or more of the Issuer’s Consolidated EBITDA or Consolidated Total Assets,
- (ii) in the case of paragraph (ii) and (vi) of Condition 12(f) (*Insolvency/Composition*), Indebtedness representing 25 per cent. or more by value of the whole,

in each case determined at any particular time by reference to the Issuer’s then latest audited consolidated annual financial statements.

“**T2**” means the real time gross settlement system operated by the Eurosystem or any successor system.

“**TARGET Settlement Day**” means any day on which the T2 system is open for the settlement of payments in euro.

“**TARGET System**” means the T2 system.

“**Total Assets**” means, at any time, in respect of any Relevant Period, the total assets of a relevant entity as shown in, or determined by reference to, its then latest audited separate financial statements.

Save as the context otherwise provides, any reference in these Conditions to a provision of law, decree or regulation is a reference to that provision as amended or re-enacted.

5. COVENANTS

5.1 Information covenants

For so long as any Notes remain outstanding, the Issuer will:

- (a) inform the Noteholders immediately by means of a notice given in accordance with Condition 13 (*Notices*) of the occurrence of any Event of Default;
- (b) deliver the No Default Certificate to the Fiscal Agent on each Certification Date;
- (c) no later than the Certification Date, deliver to the Fiscal Agent an electronic copy of the Issuer’s annual IFRS consolidated financial statements translated into English. The Issuer shall ensure that each set of such annual IFRS consolidated financial statements is:
 - (a) audited by independent auditors; and
 - (b) accompanied by a Compliance Certificate.

So long as any of the Notes remains outstanding, the Issuer shall make such IFRS audited consolidated financial statements and the accompanying Compliance Certificate for the relevant Relevant Period available for inspection free of charge by any Noteholder on its website (www.agsmaim.it), at its own registered office and at the Specified Office of the Fiscal Agent.

5.2 Financial Covenants

So long as any Note remains outstanding, the Issuer shall ensure that, as of each Determination Date:

- (i) its Consolidated Gross Financial Debt – Consolidated EBITDA Ratio is no more than 5.0; and
- (ii) its Consolidated EBITDA – Finance Charges Ratio is more than 4.0; and
- (iii) its Consolidated Net Financial Debt-Shareholders’ Equity Ratio is no more than 1.0 to 1.0.

The financial ratios set out in this Condition 5.2 shall be tested as of each Determination Date following approval by the Issuer’s board of directors (or equivalent body) of the Issuer’s annual consolidated financial statements, so that the financial ratios will be tested once in each financial year based on the previous Relevant Period, as calculated and evidenced by the Compliance Certificate in relation to such Relevant Period delivered pursuant to Condition 5.1 (c) above and for the first time in respect of the 12-month period ending on (and including) 31 December 2017.

5.3 Listing

The Issuer shall, for so long as any Notes remain outstanding, use all reasonable endeavours to maintain a listing of the Notes on the regulated market of the Irish Stock Exchange or another regulated market on a stock exchange in the European Economic Area provided, however, that, if it is impracticable or unduly burdensome to maintain such admission, the Issuer shall use all reasonable endeavours to procure and maintain admission to trading of the Notes on a major securities market which is either a regulated market or a multilateral trading platform for the purposes of the Markets in Financial Instruments Directive 2004/39/EC situated or operating in the European Economic Area.

5.4 Accounting policies

The Issuer shall ensure that each set of International Financial Reporting Standards consolidated financial statements delivered pursuant to Condition 5.1 is prepared using accounting policies, practices and procedures consistent with those applied in the preparation of the immediately preceding annual consolidated financial statements of the Issuer unless, in relation to any such set of consolidated financial statements, the Issuer provides the Fiscal Agent, for inspection by the Noteholders, with: (i) a description of any material changes in accounting policies, practices and procedures; (ii) sufficient information to make an accurate comparison between such consolidated financial statements and the previous consolidated financial statements; and (iii) sufficient information to enable Noteholders to determine whether Condition 5.2 (*Financial Covenants*) has been complied with.

6. INTEREST

6.1 Interest Rate and Interest Payment Dates

The Notes bear interest on their principal amount outstanding:

- (a) from and including the Issue Date to and excluding 20 September 2024 at the Existing Rate of Interest; and
- (b) from and including 20 September 2024 to and excluding the Maturity Date at the Reset Rate of Interest, in each case payable annually in arrear on each Interest Payment Date, subject as provided in Condition 7 (*Payments*).

Interest in respect of any Note shall be calculated per Calculation Amount.

The Agent Bank will, at 11:15 a.m. (Frankfurt time) on the Rate Determination Date, determine the Reset Rate of Interest, *provided, however*, that if the 3-year Mid-Swap Rate does not appear on the Screen Page, the Issuer will:

- (A) request each of the Reference Banks to provide it with its EUR 3 year Swap Rate Quotation (such EUR 3 year Swap Rate Quotation to be notified by the Issuer to the Agent Bank) and the Agent Bank will determine the 3-year Mid-Swap Rate as the Reference Bank Rate on the Rate Determination Date; and
- (B) determine the arithmetic mean (rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, 0.000005 being rounded upwards) of such quotations,

And if the Agent Bank is unable to determine a rate in accordance with the above provisions, the rate of interest applicable to the Notes will be equal to the last available 3-year Mid-Swap Rate.

“**Agent Bank**” means Banca Akros S.p.A.

“3-year Mid-Swap Rate” means (a) the annual mid-swap rate for swap transactions in euro (with a maturity equal to three years) as displayed on the Screen Page.

“EUR 3 year Swap Rate Quotation” means, in relation to period from (and including) the Rate Determination Date to (but excluding) the Maturity Date, the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed-for-floating euro interest rate swap which: (i) has a term of three years commencing on the Rate Determination Date; (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market; and (iii) has a floating leg based on the 6-month EURIBOR rate (calculated on an Actual/360 day count basis).

“Existing Rate of Interest” means 1.984 per cent. per annum.

“Margin” means 2.00 per cent.

“Rate Determination Date” means 18 September 2024.

“Reference Banks” means three major banks in the Euro-zone interbank market selected by the Issuer.

“Reference Bank Rate” means the percentage rate determined by the Agent Bank on the basis of the EUR 3 year Swap Rate Quotations provided by the Reference Banks to the Issuer and notified to the Agent Bank as soon as feasible on the Rate Determination Date.

“Reset Rate of Interest” means the sum of (a) the 3-year Mid-Swap Rate and (b) the Margin.

“Screen Page” means the the Bloomberg screen ICAE1 (or such other page as may replace it on Bloomberg or, as the case may be, on such other information service that may replace Bloomberg providing or sponsoring the information appearing there for the purpose of displaying rates comparable to the EUR 3 Year Swap Rate).

6.2 Interest Accrual

Each Note will cease to bear interest from and including its due date for redemption unless, upon due presentation, payment of the principal in respect of the Note is improperly withheld or refused or unless default is otherwise made in respect of payment. In such events, it shall continue to bear interest at the rate specified in Condition 6.1 (both before and after judgment) until whichever is the earlier of:

- (a) the date on which all amounts due in respect of such Note are received by or on behalf of the relevant Noteholder; and
- (b) the day falling seven calendar days after the Fiscal Agent has notified the Noteholders of receipt of all sums due in respect all Notes up to that seventh calendar day (except to the extent that there is any subsequent default in payment in accordance with these Conditions) in accordance with Condition 13 (*Notices*).

6.3 Calculation of Broken Interest

When interest is required to be calculated in respect of a period which is equal to or shorter than an Interest Period, the day-count fraction used will be the actual number of days in the relevant period from and including the date from which interest begins to accrue to but excluding the date on which it falls due divided by (b) the actual number of days in the Interest Period in which the relevant period falls (including the first such day but excluding the last).

7. PAYMENTS

7.1 Payments in respect of Notes

Payments of principal and interest in respect of each Note or Coupon will be made against presentation and surrender (or, in the case of a partial payment, endorsement) of Notes or the appropriate Coupons (as the case may be) at the Specified Office of any Paying Agent by credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) maintained by the payee with a bank in a city in which banks have access to the TARGET System. Payments of principal or interest due in respect of any Note other than on presentation and surrender of matured Coupons shall be made only against presentation and either surrender or endorsement (as appropriate) of the relevant Note.

7.2 Payments subject to applicable laws

All payments in respect of principal and interest on the Notes made in accordance with these Conditions shall be subject to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 9 (*Taxation*) and (ii) where applicable, any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “Code”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 9 (*Taxation*)) any law implementing an intergovernmental approach thereto (“FATCA”).

7.3 Surrender of unmatured Coupons

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

7.4 Payments on a Business Day

A Note or Coupon may only be presented for payment on a day which is a Business Day in the place of presentation (and, in the case of transfer to a Euro account, in a city in which banks have access to the TARGET System). If the due date for payment of any amount in respect of any Note or Coupon is not a Business Day, the holder shall not be entitled to payment of the amount due until the next succeeding Business Day and no further interest or other payment will be made as a consequence of the day on which the relevant Note or Coupon may be presented for payment under this Condition 7 falling after the due date.

7.5 Paying Agents

The initial Paying Agents and their initial Specified Offices are listed below. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent, appoint additional or other Paying Agents and appoint a successor fiscal agent, provided it will at all times maintain:

- (a) a Fiscal Agent; and
- (b) for so long as the Notes are listed on any stock exchange or admitted to trading by any relevant authority, a Paying Agent (which may be the Fiscal Agent) having its Specified Office in such place as may be required by applicable laws and regulations or the rules and regulations of the relevant stock exchange.

Notice of any change in the Paying Agents or their Specified Offices will promptly be given to the Noteholders in accordance with Condition 13 (*Notices*).

7.6 Partial Payments

If a Paying Agent makes a partial payment in respect of any Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.

8. REDEMPTION AND PURCHASE

8.1 Redemption by Final Redemption

Unless previously redeemed, or purchased and cancelled as provided below, the Notes will be redeemed by the Issuer on the Maturity Date, subject as provided in Condition 7 (*Payments*).

8.2 Redemption for Taxation Reasons

If:

- (a) as a result of any change in, or amendment to, the laws or regulations of a Relevant Jurisdiction, or any change in the application or official interpretation of the laws or regulations of a Relevant Jurisdiction, which change or amendment becomes effective after the Issue Date, on the next Interest Payment Date the Issuer would be required to pay additional amounts as provided or referred to in Condition 9 (*Taxation*); and
- (b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

the Issuer may at its option, having given not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 13 (*Notices*) (which notice shall be irrevocable), redeem all the Notes, but not some only, at any time at their principal amount outstanding together with interest accrued to but excluding the relevant date of redemption, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts, were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition 8.2, the Issuer shall deliver to the Fiscal Agent to make available at its Specified Office to the Noteholders (i) a certificate signed by two Authorised Signatories of the Issuer stating 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 as described in this Condition 8.2 have occurred and (ii) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of the change or amendment.

8.3 Redemption at the Option of the Noteholders

If a Put Event occurs, then the Noteholders shall have the option (a "**Put Option**") within 30 Business Days of a Put Event Notice (as defined below) being given to the Noteholders (the "**Exercise Period**") to give to the Issuer through a Paying Agent a Put Notice (as defined below) requiring the Issuer to redeem or purchase Notes held by such Noteholder on the Put Event Redemption Date (as defined below). The Issuer will, on such Put Event Redemption Date, redeem or repurchase at their principal amount outstanding, all, but not part only, of the Notes which are the subject of the Put Notice, together with interest accrued and unpaid to but excluding the Put Event Redemption Date.

Promptly upon the Issuer becoming aware that a Put Event has occurred, the Issuer shall give notice (a "**Put Event Notice**") to the Noteholders in accordance with Condition 13 (*Notices*), which notice shall (i) refer specifically to this Condition 8.3, (ii) describe in reasonable detail the event or circumstances resulting in the Put Event, (iii) specify the Put Event Redemption Date and (iv) offer to redeem or purchase, on the Put Event

Redemption Date, all Notes at their principal amount together with interest accrued thereon to the Put Event Redemption Date. For so long as the Notes are listed on the regulated market of the Irish Stock Exchange and the rules of such exchange so require, the Issuer shall also notify the Irish Stock Exchange promptly of any Put Event. The Issuer shall redeem or purchase on the Put Event Redemption Date all of the Notes held by Noteholders that require the redemption at the price specified above. If any Noteholder does not require early redemption during the Exercise Period, such Noteholder shall be deemed to have waived its rights under this Condition 8.3 to require early redemption of all Notes held by such Noteholder in respect of such Put Event but not in respect of any subsequent Put Event.

To exercise the Put Option provided in this Condition 8.3, the holder of the Notes must deliver at the Specified Office of any Paying Agent, on any Business Day during the Exercise Period, a duly signed and completed notice of exercise in the form (for the time being current and which may, if such Notes are held in a clearing system, be in any form acceptable to such clearing system and may be delivered in any manner acceptable to such clearing system) obtainable from the Specified Office of any Paying Agent (a “**Put Notice**”) and in which the holder must specify a bank account to which payment is to be made under this Condition 8.3 accompanied by such Notes or evidence satisfactory to the Paying Agent concerned that such Notes will, following the delivery of the Put Notice, be held to its order or under its control. Upon delivery of a Put Notice and up to and including the Put Event Redemption Date, no transfer of title to the Notes for which the Put Option has been delivered will be allowed. A Put Notice given by a holder of any Note shall be irrevocable except where, prior to the Put Event Redemption Date, an Event of Default has occurred and is continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the Put Notice.

“**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 of shares in the Issuer by any of them, to obtain or strengthen their control over the Issuer (provided that, for the sake of clarity, the Persons voting in the same or consistent manner at any general meeting of the Issuer will not be considered to be acting in concert by virtue only of exercising their votes in such manner).

“**Change of Control**” will occur if (i) any Person (other than the Municipality of Verona and the Municipality of Vicenza, whether directly or indirectly) or group of Persons acting in concert (other than a syndicate including, directly or indirectly, the Municipality of Verona and the Municipality of Vicenza) gains Control of the Issuer or (ii) the Municipality of Vicenza and/or the Municipality of Verona, whether alone or acting in concert with other Persons, ceases to Control the Issuer.

“**Concession Event**” shall be deemed to occur if the Consolidated EBITDA of the Issuer deriving from the Current Concessions and the Future Concessions represents less than 28% of the total Consolidated EBITDA of the Issuer for the Relevant Period as shown in, or determined by reference to, its latest audited annual consolidated financial statements.

“**Control**” means the power to direct the management and policies of a Person, whether through the ownership of voting rights, by contract or otherwise, pursuant to Article 2359 of the Italian Civil Code.

“**Put Event**” means the occurrence of (i) a Change of Control or (ii) a Concession Event or (iii) a Sale of Assets Event.

“**Put Event Redemption Date**” means the date specified in the Put Event Notice, being a date not less than 30 nor more than 60 calendar days after the expiry of the Exercise Period.

“**Sale of Assets Event**” shall be deemed to occur if at any time (i) the Issuer or any of its Material Subsidiaries is required by applicable law to sell, transfer, contribute, assign or otherwise dispose of assets represents more than 40% of the total Consolidated EBITDA of the Issuer for the Relevant Period as shown in, or determined by reference to, its latest audited annual consolidated financial statements, or (ii) if such assets are expropriated

(*espropriati* pursuant to Italian law) on the basis of an order of a public authority having jurisdiction over the Issuer or the relevant Material Subsidiary.

8.4 No other redemption

The Issuer shall not be entitled to redeem the Notes otherwise than as provided in Conditions 8.1 to 8.3 above.

8.5 Purchases

The Issuer or any of its Subsidiaries may at any time purchase Notes in any manner and at any price in the open market or otherwise, *provided that* all unmatured Receipts and Coupons appertaining to the Notes are purchased with such Notes). Where permitted by applicable law and regulation, all Notes purchased pursuant to this Condition 8.5 may be cancelled or held, reissued or resold at the discretion of the relevant purchaser.

8.6 Cancellations

All Notes which are redeemed and any unmatured Coupons attached to or surrendered with them shall be cancelled and may not be reissued or resold. Any Notes so purchased, while held by or on behalf of the Issuer or any of its Subsidiaries, shall not entitle the holder to vote at any meeting of Noteholders. All Notes so cancelled and the Notes purchased and cancelled pursuant to Condition 8.5 above and any unmatured Coupons shall not be reissued or resold.

8.7 Final Notices

Upon the expiry of any notice as is referred in Conditions 8.2 and 8.3, the Issuer shall be bound to redeem the Notes to which the notice refers in accordance with the terms of such Conditions. If a notice of redemption is given by the Issuer pursuant to these Conditions and a Noteholder delivers a Put Notice pursuant to Condition 8.3, the first in time of such notices shall prevail.

9. TAXATION

9.1 Payment without Withholding

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 (“**Taxes**”) imposed or levied by or on behalf of the Relevant Jurisdiction, unless the withholding or deduction of the Taxes is required by law. In that event, the Issuer will pay such additional amounts as may be necessary in order that the net amounts received by the Noteholders and Couponholders after such withholding or deduction shall equal the respective amounts of principal and interest which would have been received in respect of the Notes or the Coupons in the absence of such withholding or deduction; except that no additional amounts shall be payable in respect of any Note or Coupon:

- (a) presented for payment by, or by a third party on behalf of, the holder who is liable to such Taxes in respect of such Note or Coupon by reason of it having some connection with the Relevant Jurisdiction other than a mere holding of the Note or the Coupon; or
- (b) presented for payment in the Relevant Jurisdiction; or
- (c) presented for payment by or on behalf of a holder of Notes or Coupons who would have been able to avoid such withholding or deduction by making a declaration or any other statement, including but not limited to, a declaration of residence or non-residence, but fails to do so; or

- (d) requested more than 30 days after the Relevant Date except to the extent that a holder of such Note or Coupon would have been entitled to such additional amounts on presenting such payment Note or Coupon for payment on the last day of the period of 30 days; or
- (e) in relation to any payment or deduction on principal, interest or other proceeds of any Note on account of *imposta sostitutiva* pursuant to Italian Legislative Decree No. 239 of 1 April 1996 (the “**Decree No. 239**”) or future similar law and any related implementing regulations (each as amended or supplemented from time to time); or
- (f) in circumstances in which the formalities to obtain an exemption from *imposta sostitutiva* under Decree No. 239 have not been complied with, except where such formalities have not been complied with due to the actions or omissions of the Issuer or its agents; or
- (g) where such withholding or deduction is required to be made pursuant to FATCA if the withholding is imposed under those rules as a result of the failure by any person other than the Issuer to establish that they are able to receive payments free of such withholding.

9.2 Additional Amounts

Any reference in these Conditions to any amounts of principal and interest in respect of the Notes and the Coupons shall be deemed also to refer to any additional amounts which may be payable under this Condition 9.

10. PRESCRIPTION

Claims in respect of principal and interest will become void unless presentation for payment is made as required by Condition 7 (*Payments*) within a period of ten years in the case of principal and five years in the case of interest from the appropriate Relevant Date, subject to provisions of Condition 7 (*Payments*).

11. 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 Fiscal Agent, subject to all applicable laws and stock exchange or other relevant authority 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 require (provided that the requirement is reasonable in the light of prevailing market practice). Mutilated or defaced Notes or Coupons must be surrendered before replacements will be issued.

12. EVENTS OF DEFAULT

If any of the following events occurs:

- (a) *Non-payment*: if default is made in the payment of any principal or interest due in respect of the Notes or any of them and the default continues for a period of 5 Business Days in the case of principal or 7 Business Days in the case of interest; or
- (b) *Breach of other obligations*: if the Issuer fails to perform or observe any of its other obligations or undertakings under these Conditions and (except in any case where the failure is incapable of remedy, when no continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 45 calendar days following the service by any Noteholder, either to the Issuer or to the Specified Office of the Fiscal Agent, of written notice addressed to the Issuer requiring the same to be remedied; or
- (c) *Cross-default*: if (i) any Indebtedness of the Issuer or any of its Material Subsidiaries is declared (or is capable of being declared) to be due and repayable prior to its stated maturity by reason of any actual event of default (however described); or (ii) the Issuer or any of its Material Subsidiaries fails to make

- any payment in respect of any Indebtedness on the due date for payment as extended by any applicable grace period; or (iii) any Security Interest given by the Issuer or any of its Material Subsidiaries for any Indebtedness is (or becomes capable of being) enforced; provided that the aggregate amount of the Indebtedness, in respect of which one or more of the events mentioned in this Condition 12 (c) (*Cross-default*) have occurred individually or in the aggregate equals or exceeds Euro 10,000,000 (or its equivalent in any other currency); or
- (d) *Winding up, etc.*: if an order is made by any competent court or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer or any of its Material Subsidiaries save for the purposes of (i) a solvent reconstruction, amalgamation, reorganisation, merger or consolidation on terms previously approved by an Extraordinary Resolution of the Noteholders, or (ii) or pursuant to a Permitted Reorganisation; or
- (e) *Cessation of business*: if the Issuer or any of its Material Subsidiaries ceases or announces that it shall cease to carry on all or a Substantial Part of its business, otherwise than for the purposes of a Permitted Reorganisation, *provided that*, neither the occurrence of a Concession Event nor of a Sale of Assets Event shall give rise to an Event of Default under this Condition 12(e) (*Cessation of business*); or
- (f) *Insolvency/Composition*: if the Issuer or any of its Material Subsidiaries :
- (i) is (or is deemed by law or a court to be) insolvent or bankrupt or unable to pay its debts as they fall due; or
 - (ii) stops or suspends (or threatens to stop or suspend) payment of, or admits in writing its inability to pay, all or a Substantial Part of its Indebtedness; or
 - (iii) becomes subject to any liquidation, insolvency, composition, reorganisation or other similar proceedings or application is made for the appointment of an administrative or other receiver, administrator, liquidator or other similar official or an administrative or other receiver, administrator, liquidator or other similar official is appointed in relation to the Issuer or any of its Material Subsidiaries or, as the case may be, in relation to the whole or a Substantial Part of the undertaking or assets of any of them, or an encumbrancer takes possession of the whole or a Substantial Part of the undertaking or assets of any of them; or
 - (iv) proposes or makes or enters into a general assignment or an arrangement or composition with or for the benefit of its creditors in respect of any of its Indebtedness, or a moratorium is agreed or declared or comes into effect in respect of or affecting all or a Substantial Part of (or of a particular type of) the Indebtedness of the Issuer or any of its Material Subsidiaries; or
- (g) *Enforcement proceedings / Security Interests enforced*: if (i) a Security Interest created by the Issuer or any Material Subsidiary to secure Indebtedness in excess of Euro 10,000,000.00 (or its equivalent in other currencies) becomes enforceable and is enforced (including the taking of possession or the appointment of a receiver, manager or other similar Person) unless discharged or stayed within 60 or (ii) a distress, attachment, execution or other legal process is levied or enforced on or against all or a Substantial Part of the property, assets or revenues of the Issuer or any of its Material Subsidiaries and is not discharged or stayed within 60 calendar days; or
- (h) *Unsatisfied judgment*: if one or more judgment(s) or order(s) for the payment of any amount in excess of Euro 10,000,000.00 (or its equivalent in other currencies), whether individually or in aggregate, is rendered against the Issuer or any of its Material Subsidiaries, becomes enforceable in a jurisdiction where the Issuer or any of its Material Subsidiaries are incorporated and continue(s) unsatisfied and unstayed for a period of 45 calendar days after the date(s) thereof or, if later, the date therein specified for payment; or

- (i) *Unlawfulness*: if it is or will become unlawful for the Issuer to perform or comply with any of its obligations under or in respect of the Notes or any such obligations cease or will cease to be legal, valid, binding and enforceable; or
- (j) *Analogous event*: if any event occurs which under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in paragraph (d) (*Winding up, etc.*) and in paragraphs from (f) (*Insolvency/Composition*) to (i) (*Unlawfulness*) of this Condition 12 (*Events of Default*);

then any Note may, by written notice addressed by the holder thereof to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, be declared immediately due and payable, whereupon it shall become immediately due and payable at its principal amount together with accrued interest without further action or formality.

13. NOTICES

Notices to Noteholders will be valid if published in a reputable leading English language daily newspaper published in London with an international circulation (which is expected to be the Financial Times) and (so long as the Notes are listed on a securities market of the Irish Stock Exchange and it is a requirement of applicable laws and regulations or the rules of the Irish Stock Exchange) a leading newspaper having general circulation in the Republic of Ireland or on the website of the Irish Stock Exchange (*www.ise.ie*) or, if such publication shall not be practicable, in an leading English language daily newspaper of general circulation in Europe (which is expected to be the Financial Times). Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, the first date on which publication is made. Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Noteholders in accordance with this Condition 13.

14. MEETING OF NOTEHOLDERS, NOTEHOLDERS' REPRESENTATIVE; MODIFICATION

14.1 Meetings of Noteholders

Subject to compliance with mandatory provisions of Italian law applicable from time to time, the Fiscal Agency Agreement contains provisions for convening meetings of Noteholders to consider any matters affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes or Coupons.

All meetings of the Noteholders will be held in accordance with applicable provisions of Italian law in force at the time. The Issuer (through its board of directors (*consiglio di amministrazione*) or, as the case may be, its sole director (*amministratore unico*), and/or the Noteholders' Representative may convene a meeting of Noteholders at any time at their discretion and the Issuer and the Noteholders' Representative shall be obliged to do so upon request in writing of the Noteholders holding not less than one-twentieth of the aggregate principal amount of the Notes for the time being outstanding.

A meeting of Noteholders will be validly held (i) in case of initial meeting, if there are one or more voters present that hold or represent holders of at least 50 per cent. of the aggregate principal amount of the outstanding Notes, and (ii) in case of any adjourned meeting, if there are one or more voters present that hold or represent holders of more than one-third of the aggregate principal amount of the outstanding Notes; provided, however, that Italian law and/or the Issuer's by-laws (to the extent permitted under Italian law) may provide for different (including higher) quorums. The majority required to pass a resolution will be: (i) in case of initial meeting, one or more voters that hold or represent holders of more than one-half of the aggregate principal amount of the outstanding Notes, and (ii) in case of any adjourned meeting, one or more voters that hold or represent holders of more than two-third of the aggregate principal amount of the outstanding Notes represented at the meeting.

Certain proposals listed in the Fiscal Agency Agreement (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes or the Coupons) may only be sanctioned by a resolution passed at a meeting (including adjourned meetings as provided under Article 2415 of

the Italian Civil Code) of Noteholders by one or more persons holding or representing not less than one half of the aggregate principal amount of the Notes for the time being outstanding.

Directors and statutory auditors of the Issuer shall be entitled to attend the Noteholders' meetings but not participate or vote with reference to the Notes held by the Issuer. Any resolution duly passed at any such meeting shall be binding on all the Noteholders and on all Couponholders, whether or not they are present at the meeting or voted in favour or against the resolution.

14.2 Noteholders' Representative

Pursuant to Articles 2415 and 2417 of the Italian Civil Code, a representative of the Noteholders (*rappresentante comune* or the "Noteholders' Representative") may be appointed, *inter alia*, to represent the interests of Noteholders, such appointment to be made by an Extraordinary Resolution or by an order of a competent court at the request of one or more Noteholders or the Issuer. Each such Noteholders' Representative shall have the powers and duties set out in Article 2418 of the Italian Civil Code.

14.3 Modification

The Notes, the Coupons and these Conditions may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error. In addition, the parties to the Fiscal Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error and it is not materially prejudicial to the interests of the Noteholders. In addition, the parties to the Fiscal Agency Agreement may agree, without the consent of the Noteholders, to modify any provision thereof in order to comply with mandatory laws, legislation, rules and regulations of the Republic of Italy applicable to the convening of meetings, quorums and the majorities required to pass an Extraordinary Resolution.

15. ROUNDING

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions), all figures resulting from such calculations will be rounded, if necessary, to the nearest euro cent (with half a euro cent being rounded upwards).

16. FURTHER ISSUES

The Issuer may, provided that the Noteholders provide their consent pursuant to an Extraordinary Resolution and in accordance with the Fiscal Agency Agreement, create and issue further notes having the same terms and conditions as those of the Notes in all respects (or in all respects except for the first payment of interest on them) so that such further issue shall be consolidated and form a single series with the outstanding Notes.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

18. GOVERNING LAW AND SUBMISSION TO JURISDICTION

18.1 Governing Law

The Fiscal Agency Agreement, the Deed of Covenant, the Notes and the Coupons and any non-contractual obligations arising out of or in connection with the Fiscal Agency Agreement, the Deed of Covenant, the Notes and the Coupons are governed by, and construed in accordance with, English law. Condition 14 (*Meetings of Noteholders, Noteholders' Representative; Modification*) and the provisions of the Fiscal Agency Agreement concerning the meetings of Noteholders are subject to compliance with mandatory provisions of Italian law.

18.2 Submission to Jurisdiction

The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Notes or the Coupons and accordingly any legal action or proceedings arising out of or in connection with the Notes or the Coupons (“**Proceedings**”) may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This Condition 18.2 is for the benefit of each of the Noteholders and Couponholders and shall not limit the right of any of them, to the extent this is allowed by law, to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

18.3 Agent for Service of Process

The Issuer irrevocably appoints Law Debenture Corporate Services Limited, whose registered office is at 100 Wood Street, London EC2V 7EX, as its agent in England to receive service of process in any Proceedings in England based on any of the Notes or the Coupons. If for any reason the Issuer does not have such an agent in England, it will promptly appoint a substitute process agent and notify the Noteholders of such appointment in accordance with Condition 13 (*Notices*). The Issuer agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing herein shall affect the right to serve process in any other manner permitted by law.

ANNEX 1

List of Current Concessions

ACTIVITY	CONCESSION	HOLDER	ORIGINAL MATURITY DATE
Waste management	Municipality Council of Vicenza Resolution No. 57/1995	AIM Vicenza S.p.A.	2025
Electricity distribution	Decree of the Ministry of Economic Development (<i>Ministero dello Sviluppo Economico</i>) dated 3 May 2001	Servizi a Rete S.r.l.	2030
Gas distribution (Municipality of Treviso)	Service agreement entered into with the Municipality of Treviso	AIM Vicenza S.p.A.	2017 <i>(In prorogatio regime Ex. Art. 14, paragraph 7, of Legislative Decree 164/2000)</i>
Gas distribution (Municipality of Vicenza and other Municipalities in the Province of Vicenza)	Service agreements entered into with the Municipality of Vicenza and certain other Municipalities in the Province of Vicenza	Servizi a Rete S.r.l.	2010 <i>(In prorogatio regime Ex. Art. 14 paragraph 7, of Legislative Decree 164/2000)</i>

ANNEX 2

List of Current Security Interest

- 1) Financing of the step-in in the management of the gas distribution service in the Municipality of Treviso for an outstanding amount of approximately Euro 10 million:
 - (a) Irrevocable payment instructions on the bank account IBAN IT28 Q010 0511 8000 000 0420 000;
 - (b) Pledge over the bank account mentioned under (a) above on which payment by the gas sellers is made;
 - (c) Irrevocable payment instructions of any indemnity, if any, payable by the new concessionaire of the gas distribution in the Municipality of Treviso for an amount of Euro 10 million;

- 2) Mortgage loan for the purchase of the building located in San Biagio where is the registered office of AIM Vicenza S.p.A. and other areas for an outstanding amount of Euro 7 million. In particular the mortgage has been taken over the building for an amount of Euro 22 million as specified below:
 - (i) *foglio 4 di mappa, mappale 18 subalterno 4 in Contrada Ped. San Biagio n. 72;*
 - (ii) *foglio 4 di mappa mappale 18 ente urbano di ettari uno are sessantuno e centiare ventisette;*
 - (iii) *foglio 19 di mappa mappale 426 Semin Arbor classe 4 con superficie di ettari 3 are 50 centiare 72;*
 - (iv) *foglio 19 di mappa, mappale 323 Semin Arbor classe 3 superficie are 12 centiare 40;*

- 3) Financing made available to Blueoil S.r.l. for an amount of Euro 300,000:
Pledge over the bank account IBAN IT42G0103011800000000052000 for an amount of Euro 160,000.