



INVESTMENT AGREEMENT

BETWEEN

THE AUTONOMOUS REGION OF FRIULI VENEZIA GIULIA

AND

[ABC]



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INVESTMENT AGREEMENT

BETWEEN

Autonomous Region of Friuli Venezia Giulia, with headquarters in Trieste, Piazza Unità d'Italia 1 c/o Presidency of the Region, tax identification no.: 80014930327 (hereinafter referred to as the "Region" or the "Seller"), represented by [●], to the extent authorised by virtue of the powers conferred by [●];

- on the one hand

AND

[ABC], with its registered office at [●], address [●], share capital of Euro [●] fully paid-up, tax identification, VAT number and registration number in the register of companies [●] ("Buyer"), [intervening in this Agreement as the management company of the fund named "[●]", established by [●], represented by [●], to the extent authorised by virtue of the powers conferred by [●];

- on the other

(in this investment agreement, hereinafter referred to as the "Agreement", the Seller and the Buyer shall hereinafter jointly be referred to as the "Parties" and, each individually, as the "Party");

WHEREAS:

- A) The company Aeroporto Friuli Venezia Giulia S.p.A., with registered office in via Aquileia 46, 34077 Ronchi dei Legionari (GO), share capital of Euro 8,500,000.00 (eight million five hundred thousand/00) fully subscribed and paid-up, tax identification and registration number with the register of companies of Venezia Giulia no. 00520800319, (hereinafter referred to as the "Company") was established in 1996 by the Region - which is currently the sole shareholder - in application, inter alia, of article 10(13) of Law no. 537 of 24 December 1993 and Regional Law no. 21 of 15 May 1995 concerning the "establishment of a joint-stock company for the management of the Ronchi dei Legionari airport".
- B) The corporate purpose of the Company is the development, design, construction, upgrading, maintenance and use of facilities and infrastructure for the operation of airport activities at Ronchi dei Legionari airport (hereinafter the "Airport"), as a civil, commercial and tourist airport in the Region.
- C) On 31 May 2007, the Company signed an agreement with the Ente Nazionale per l'Aviazione Civile - Civil Aviation Authority - (hereinafter referred to as "ENAC") regarding the award to the Company of a concession for the design, development, construction, upgrading, management, maintenance and use of airport facilities and infrastructures, including State-owned property at Ronchi dei Legionari airport (hereinafter the "**Agreement**"): This agreement was approved by the Italian Ministry of Transport in concern with Ministry of the Economy and Finance with decree no. 128 T and registered with the Court of Auditors on 23 November 2007. The Company is also responsible for managing the control services referred to in Article 2 of Ministerial Decree 85/99, which the Company currently manages through its subsidiary A.F.V.G. Security S.r.l.



- D) With Regional Law no. 22 of 29 December 2010, the Region was authorised, "in order to seek strategic alliances to promote the economic attractiveness and economic, social and territorial cohesion of Friuli Venezia Giulia, [...] to proceed with the sale or exchange of shares in the shareholding" of the Company (see article 5(30), with the specification that "in compliance with current legislation, the choice of the strategic alliance is made according to the procedures laid down for the disposal of shares of State shareholdings and public entities in joint-stock companies, in compliance with the principles of transparency, adequate publicity, competition and non-discrimination, as a result of a public procedure based on the requirements and selection criteria defined by the Central Directorate for Infrastructure, Mobility, Spatial Planning and Public Works" (see article 5(31)).
- E) Under Regional Law no. 10 of 4 May 2012, the Region reorganised and dictated the rules governing the Region's shareholdings in companies with share capital, establishing that: i) "*the total or partial disposal by the Region of its shareholdings in companies and their voluntary dissolution are provided for by regional law*"; ii) "*for the purposes of carrying out the procedures relating to the disposals, the Region may have recourse to public or private entities with suitable competence*", subject to the adoption of a resolution of the Regional Council defining the procedures and limits for identifying and carrying out the relative procedures; iii) the choice of private shareholders is made by means of a public procedure: this, however, is in line with what is already provided for by the Company's Articles of Association (article 9 of which provides for the completion of competitive procedures for the transfer of shares to private parties) and by the Convention which, in article 4, requires the Company to adopt "*measures to provide for the completion of public procedures*" as per article 2 of Ministerial Decree no. 521 of 12 November 1997.
- F) In order to give effect to the above, therefore, the Regional Council of the Region adopted Resolution no. 1767 of 22 September 2017 by which, following on from the previous resolutions no. 925 of 18 May 2017 and no. 1130 of 16 June 2017, set out the guidelines for the Company to carry out the tender procedure for the sale by the Region of 45% (forty-five per cent) of the Company's share capital to a private shareholder (with the option to purchase a further 10% (ten per cent) of the Company's share capital for the same private shareholder), for a total number of shares equal to 55% (fifty-five per cent) of the share capital of the Company itself), attributing the role of contracting authority to the Company for the purposes of carrying out the aforementioned tender procedure in accordance with the provisions of the law, the guidelines set out by the same resolution no. 1767/2017, and the criteria defined by the Region with Resolution of the Regional Council no. 1958 of 13 October 2017.
- G) After the Italian Ministry of Infrastructure and Transport had given its approval to the procedure (official register opinion U.0001357 of 19 March 2018), by Resolution no. 766 of 21 March 2018, the Regional Council finally adopted the recommendations made by the Ministry of Infrastructure and Transport, approving the additions to the guidelines and criteria previously approved.
- H) In minutes no. 147 of 30 March 2018, the Company's Board of Directors approved the tender documents, which were then published in accordance with the law and, inter alia, by transmission on 4 April 2018, for publication in the Official Journal of the European Union.
- I) However, considering that no tender was submitted and that the Sole Procedure Manager cancelled the tender by order of 7 June 2018, the Region adopted General Provision No. 1085 of 7 June 2018, in which it noted that no bid had been received.



- J) Considering the interest in carrying out all the formalities necessary to implement the contents of article 5(30) et seq. of the above mentioned Regional Law no. 22/2010 to satisfy the general interest in the development of the regional territory given the strategic importance for the regional socio-economic fabric of the Airport, with Resolution no. 1533 of 10 August 2018, the Region has deliberated the guidelines for the call, by the Company (identified pursuant to article 5(2) of Regional Law no. 10/2012 as contracting authority), of a new tender procedure for the sale of 55% of the Company's share capital (hereinafter the "Shareholding") in to a third party and postponed the approval of the tender documents until after a Resolution of the Regional Council.
- K) In its opinion of official register U.0005134 16 November 2018, the Italian Ministry of Infrastructure and Transport, having taken note of the favourable opinions expressed by the Ministry of the Economy and Finance and the Civil Aviation Authority, issued its authorisation for the tender procedure relating to the Share Package pursuant to the provisions of Ministerial Decree 521/1997.
- L) In minutes no. 151 of 19 November 2018, the Company's Board of Directors definitively approved the tender documentation.
- M) With resolution no. 224 of 27 November 2018 the Regional Council definitively approved the procuring entity tender documentation
- N) On 30 November 2018 was published relating to the new tender procedure for the sale of the Shareholding (the "**Call for Tender**"), which ended with the final award to the Buyer, who was ranked first on the list following the assessment of the bid submitted by the latter and listed in Annex M to this Agreement (the "**Bid**"), as per resolution [●].
- O) The Parties hereto wish to regulate with this Agreement the terms and conditions under which the Seller shall have the obligation to sell to the Buyer, and the Buyer shall have the obligation to purchase from the Seller, the Shareholding.
- P) The annual contributions by the Region will always be determined by the calculation of the total number of airport passengers recorded in the previous year multiplied by 4,00 (four/00) Euros per passenger, up to a maximum of 4,8 Million of Euro per year, for the period 2019-2026.

All this being said, it is agreed and stipulated as follows:

ARTICLE 1 - RECITALS AND ANNEXES. INTERPRETATION

- 1.1 The recitals and annexes are an integral and substantial part of this Agreement.
- 1.2 In interpreting this Agreement, the following provisions shall apply:
 - (i) any reference to Articles, Paragraphs and Annexes shall be construed as a reference to Articles, Paragraphs and Annexes of this Agreement, unless expressly stated otherwise;
 - (ii) any reference to "this Agreement" shall include the Annexes;
 - (iii) any reference to a rule of law is to be understood as extended to the provisions of subordinate rank implementing the same and the term "law" includes any decree, regulation, directive, order or decision, whether Italian, EU or foreign, issued by any competent authority, including public supervisory authorities;
 - (iv) references to a Party or other specific entity are to that Party or other specific entity and its successors (or assignees under this Agreement);
 - (v) if in this Agreement reference is made to a period of time by reference to a number of days, such days shall be counted excluding the first and including the last unless the latter falls on a day which is not a working day, in which case the last day shall be the



next working day;

- (vi) the use of the term "inclusive" or "included" does not exclude cases which are not expressed;
- (vii) the Table of Contents and the headings of the Paragraphs in this Agreement are used for convenience of reference and shall not affect in any way the meaning or interpretation of this Agreement.

ARTICLE 2 - SUBJECT MATTER OF THE AGREEMENT

- 2.1 Under the terms and conditions set forth in this Agreement, upon Closing (as defined below), the Seller shall sell and transfer to the Buyer, who shall purchase from the Seller, the full and exclusive ownership of 4,675,000 (four million six hundred seventy-five thousand) category B shares representing 55% (fifty-five percent) of the share capital of the Company (hereinafter referred to as the "**Shares**").
- 2.2 Following the signing of this Agreement (but, in any event, no later than 30 (thirty) business days from the same date), the Seller shall cause the extraordinary meeting of the Company to be held before the notary public [●] (the "Notary Public") in order to resolve upon:
- (i) the conversion of the ordinary shares of the Company owned by the Seller (and the related issue of new share certificates corresponding to the converted shares in replacement of the existing certificate(s)), as follows:

Ordinary shares	Converted shares	Total nominal value
3,825,000	3,825,000 category A shares	Euro 3,825,000.00
4,675,000	4,675,000 category B shares	Euro 4,675,000.00

- (ii) the amendment of the Company's current Articles of Association by adopting the new the amendment of the Company's current Articles of Association by adopting the new Company's Articles of Association in a text that complies with that set out in Annex 2.2(ii) (hereinafter, the "Articles of Association"),

with the commitment to ensure that the Articles of Association are filed and registered with the relevant Register of Companies and that the new share certificates corresponding to the converted shares, as described above, are issued in replacement of the currently existing certificates no later than the date of the Closing.

ARTICLE 3 - CLOSING

- 3.1 The conclusion of the sale and purchase of the Shares and the performance of the other activities to be performed by the Parties hereto pursuant to this Agreement (hereinafter, the "**Closing**") shall take place, in the presence of the Notary Public, at [●], starting at (time) [●], by the 10th (tenth) business day following the date on which the Articles of Association have been duly registered with the Register of the competent companies and the new share certificates corresponding to the Shares have been issued, or at a different date or at a different place agreed in writing by the Parties.
- 3.2 Without prejudice to any other performance required under other provisions of this Agreement,



at the date of the Closing:

- (i) the Seller:
 - (a) shall transfer the ownership of the Shares by endorsement (duly authenticated by law) to the Buyer and deliver (or cause to be delivered to the Buyer) the relevant share certificate(s) free from all rights and/or claims of third parties with all inherent rights and/or charges in favour and/or at the expense of the Buyer, in order to transfer a valid title to the Shares to the Buyer;
 - (b) shall ensure that the Buyer is entered in the shareholders' register of the Company as the holder of the Shares;
- (ii) the Buyer shall pay the Price (as defined below) to the Seller in accordance with the provisions of Article 4 below;
- (iii) the Parties shall enter into an option contract in a text in accordance with Annex 3.2(iii) (the "**Option Contract**").

3.3 The Parties hereto mutually acknowledge that the obligations, operations and activities constituting the Closing, despite their plurality and variety (also with regard to the subjects obliged thereto), must be considered, for the purposes of the Closing, as a unique and inseparable document, so that (unless otherwise agreed in writing by the Parties) in the absence of even one of them, at the request of the Party that has an interest in the performance of the individual act, performance, operation or activity that has remained unfulfilled or incomplete, the Closing shall not be deemed to have been carried out; it being understood that, in this case, without prejudice to any other right deriving from this Agreement, the Parties shall cooperate in good faith to eliminate the effects of the operations and activities carried out for the purposes of the failed closing.

3.4 It is expressly agreed that the Agreement fully regulates the arrangements between the Parties in relation to the matters referred to therein, including, inter alia, the transfer of the Shares. Even after such transfer, the Agreement will continue to govern the relations between the Parties arising from, or in any case connected with, the transfer of the Shares, the recording of the transfer in the Company's shareholders' register, the payment of the Price, it being understood that such activities will be considered to execute the obligations assumed by the Parties under this Agreement and will not entail any novation of the provisions in this Agreement.

ARTICLE 4 - PRICE AND METHOD OF PAYMENT

- 4.1 The price for buying and selling the Shares is Euro [●] ([●]) (the "**Price**").
- 4.2 The Price will be paid in full by the Buyer to the Seller on the Closing date, with the same value date, by bank transfer of funds immediately available on the Seller's current account, promptly communicated in writing to the Buyer before the Closing date.
- 4.3 The Price has been determined on a fixed basis and will not be subject to any adjustment, correction and/or settlement.



ARTICLE 5 - SELLER'S REPRESENTATIONS AND GUARANTEES

The Seller declares and guarantees to the Buyer only that it has full and exclusive ownership and possession of the Shares and that it is entitled to dispose of them freely and that the sale and purchase contemplated by this Agreement has been duly authorised in accordance with the law, with the exclusion of any further declaration, guarantee or promise of quality, even by law (except those of an imperative nature). The Seller's representations and guarantees are intended as independent contractual agreements and the Parties expressly acknowledge and agree that they are not subject to the provisions of Articles 1490, 1491, 1495 and 1497 of the Civil Code. Seller shall make such representations to Buyer ensuring that they are true and correct at the date of conclusion of this Agreement and shall be true and correct at the date of Closing, as if they had been made at that date.

ARTICLE 6 - INTERIM MANAGEMENT

Unless otherwise expressly provided for in other articles of this Agreement, from the date this Agreement is concluded to the date of closing, unless with prior written consent of Buyer (consent which may not be unreasonably withheld or delayed) the Seller shall ensure that, within the limits of its competence and power, the Company is managed without exceeding the limits of normal and ordinary business activity, consistent with the operational practice followed until the date of signing the Agreement, in compliance with applicable rules and obligations, without putting in place actions that by their nature exceed the limits of normal and ordinary business for the purposes of this Agreement and until the date of closing.

ARTICLE 7 - FURTHER AGREEMENTS OF THE PARTIES

- 7.1 Within no later than 15 (fifteen) days of the date of the Closing, the Parties undertake to ensure that an ordinary shareholders' meeting of the Company is held for the appointment of the new corporate bodies of the Company.
- 7.2 The Parties agree that the right to appoint the Managing Director of the Company lies with Buyer in agreement with the Region. The Parties, each within the limits of its powers and competences, undertake to ensure that the new Board of Directors of the Company, appointed pursuant to Article 7.1 above, meets to appoint as Managing Director of the Company the director appointed pursuant to Article 7.2 herein, granting him powers in matters of ordinary administration.
- 7.3 At the date of the Closing or as soon as possible after that date, the Parties, each within their own limits of capacity and control, shall ensure that the Company signs an employment contract with the Managing Director appointed in compliance with the provisions of Article 7.2 above, and whose remuneration shall be borne by the Company.
- 7.4 From the date of the Closing, Buyer undertakes to do all that is permitted within the limits of its powers and responsibilities so that:
 - (i) the Company increases employment levels when there is an increase in the so-called WLU [Work Load Unit, corresponding to 1 (one) passenger or 100 (one hundred) kg of goods];
 - (ii) the Company does not authorise any outsourcing procedure (in any form whatsoever) of the Company's organisational structures (and the employees inherent in such structures), taking into account the Company's corporate structure at 31 December 2017, for a period of 5 (five) years from the date of the Closing. Buyer undertakes to ensure that the Company applies the National Collective Labour Agreement for the Aviation sector signed by the most representative national employers' and trade union organisations. Without prejudice to the possibility of any Company crisis recognised



by the Parties and the aforesaid trade union organisations, Buyer also undertakes to ensure that the Company does not modify, to the detriment of employees, the related remuneration and the regulation of seniority steps, as provided for in the trade union agreements in force at the date of the Closing. In the event of a breach, duly ascertained by the Region, of the commitments referred to in this paragraph by Buyer, the latter shall be required to do everything possible to restore the status quo, as permitted by the applicable legal provisions from time to time.

7.5 Also from the date of the Closing, the Buyer undertakes to improve the Airport management parameters referred to in sub-criteria 1.1, 1.2 and 1.3 of article 16.1 of the Call (collectively, the "**Management Parameters**" and each a "**Management Parameter**") during the financial years between 1 January 2019 and 31 December 2022 (the "**Reference Period**"), in accordance with what is indicated in the Bid. It is expressly agreed and understood that, if at the end of the Reference Period, one or more Management Parameters undergo a negative change with respect to Buyer's representations in its Bid, the following provisions shall apply:

- (i) Buyer shall pay to the Company, as a penalty pursuant to Article 1382 of the Civil Code, an amount equal to:
 - (a) with reference to the Management Parameter referred to in sub-criterion 1.1 of article 16.1 of the Call, Euro 4 (four) multiplied by the number of passengers corresponding to the difference (if positive) between: (x) the number of passengers indicated as the overall objective in the Bid and (y) the total number of passengers actually registered at the end of the Reference Period;
 - (b) with reference to the Management Parameter referred to in sub-criterion 1.2 of article 16.1 of the Call, without prejudice to the provisions of Article 7.5(v) below, Euro 1 (one) for each Euro of the Company's EBITDA calculated according to the methods indicated in the Call not achieved, determined by the difference (if positive) between (x) the mean EBITDA at the date of the Bid and (y) the mean EBITDA actually recorded by the Company in the Reference Period; and
 - (c) with reference to the Management Parameter referred to in sub-criterion 1.3 of Article 16.1 of the Call, Euro 1 (one) for each euro of unrealised investments, determined by the difference (if positive) between (x) the total amount of investments indicated in the Bid and (y) the total amount of investments actually made by the Company in the Reference Period,(the amounts referred to in points (a), (b) and (c) above, collectively, the "Penalties");
- (ii) each of the Penalties, where due, will be paid by Buyer to the Company, by 30 June 2023 (the "**Deadline**"), by means of payment of the related amount as a "capital grant" with consequent creation of an equity reserve with special allocation restriction to be used solely for the purpose of effectively improving the aforementioned Management Parameters. In this regard, the Parties, each within its own limits of capacity and control, undertake to ensure that the competent corporate bodies of the company adopt all resolutions necessary to formalise the above;
- (iii) in the event that the negative change in one or more Management Parameters is attributable to the Region's failure to pay (in full or in part) the grants referred to in Regional Law no. 12/2010 in accordance with the provisions of the Company's business plan for the Reference Period and attached to the Bid, the following shall apply:
 - (a) in case of non-payment of all grants, the Penalties shall not be due;
 - (b) in the event of partial disbursement of grants, the Management Parameters referred to in subcriteria 1.1 and 1.2 of article 16.1 of the Call indicated by Buyer in the Bid shall be reduced in proportion to the non-disbursement, or:



(x) the Management Parameter referred to in subcriterion 1.1 of art. 16.1 of the Call shall be reduced by the same percentage recorded in the non-disbursement of contributions, while (y) the Management Parameter referred to in subcriterion 1.2 of article

16.1 of the Notice shall be reduced by the same percentage recorded in the difference between the grants due and those actually paid out;

- (iv) in the event that the Penalty referred to in Article 7.5(i)(a) and the Penalty referred to in Article 7.5(i)(b) are both applicable, Buyer shall pay only the Penalty which is the greater of the two aforesaid Penalties, without prejudice to any Penalty which may be payable pursuant to Article 7.5(i)(c);
- (v) without prejudice to the above, in the event that the failure to reach the Management Parameter referred to in criterion 1.2 of Article 16.1 of the Call would result in a deviation of more than 25% between the mean EBITDA reflected in the Bid and the mean EBITDA actually achieved by the Company in the Reference Period, the Region shall be entitled to purchase all the shares held by Buyer (the "**Opted Shares**") from Buyer, under the terms and conditions of the Option Contract. It is understood that, in the event that the Region repurchases the Opted Shares under the terms of the Option Contract, the Penalties shall not be due by Buyer;

the Penalties shall not be due if the failure to comply with the Management Parameters indicated in the Bid is determined only by totally independent causes from Buyer's management skills (including earthquakes, floods or legislative or regulatory changes that result in extra costs or investment constraints).

7.6 In order to verify the applicability of the Penalties (and, if applicable, to determine the amount due by Buyer) and/or the fulfilment of certain conditions for the exercise by the Region of the option right under the Option Contract (and, if applicable, to determine the amount of the Company's "Fair Market Value", as defined in the Option Contract), the Parties undertake to carry out the following procedure:

- (i) by 31 March 2023, Buyer must transmit to the Region:
 - (a) the Company's balance sheets, accounting data and, where available, financial statements for all reporting periods of the Company for the years included in the Reference Period;
 - (b) a declaration (the "**Declaration**") containing the detailed indication:
 - (x) of the Management Parameters in relation to each year included in the Reference Period;
 - (y) of any Penalties that may be due;
 - (w) how the Management Parameters and, where applicable, Penalties are calculated; and
 - (z) if the Region so requests, the Company's Fair Market Value at 31 December 2022 (and the relevant calculation criteria) in the event that, in relation to the Management Parameter referred to in sub-criterion 1.2 of article 16.1 of the Call, there is a difference of more than 25% (twenty-five per cent) between the mean EBITDA reflected in the Bid and the mean EBITDA actually recorded by the Company in the Reference Period.



- (c) copy of all supporting documentation pursuant to which the determination of the Management Parameters, the Penalties and, where applicable, the Fair Market Value was carried out.
 - (ii) During the next 45 (forty-five) working days, Buyer shall allow the Region, also through professionals or consultants appointed for this purpose, to access the information, books, registers and work papers that the Region itself may reasonably request to verify the correctness of the Management Parameters and the calculation of Penalties and Fair Market Value, as indicated in the Declaration;
 - (iii) in case of disagreement on the determination of the Management Parameters and/or the calculation of the Penalties and/or Fair Market Value referred to in the Declaration (even if such determination has not been made by Buyer), the Region must send Buyer a notice of dispute, specifying the nature and reasons for the disagreement, within 60 (sixty) working days from the date of delivery to the Region of the documents referred to in Article 7.6(i) above (the "**Notice of Dispute**") and possibly indicating its own determination of the Management Parameters, the calculation of the Penalties and/or the Fair Value of the Company at 31 December 2022;
 - (iv) in the event that the Region sends a Notice of Dispute, during the 15 (fifteen) working days following the relative date of delivery to the Purchaser, the Parties shall attempt to resolve in good faith the matters of disagreement specified in the above notice;
 - (v) if, at the end of this period, the Parties are unable to reach a written agreement in relation to all the matters of disagreement specified in the Notice of Dispute, the resolution of the matters in relation to which no agreement has been reached (the "**Disputed Matters**") will be referred by the most diligent Party to a merchant bank chosen by the Region in accordance with the applicable *ratio temporis* legislation (the "**Independent Expert**");
 - (vi) within 10 (ten) working days from the date on which the Disputed Matters were submitted to the Independent Expert, the latter must formally accept in writing the assignment to resolve the Disputed Matters. The Independent Expert shall be required to act with discretion as an arbitrator in accordance with Article 1349(1) of the Italian Civil Code. The appointment shall be irrevocable and in the interest of both Parties. The fees and reimbursements due to the Independent Expert shall be borne by the Parties according to the principle of losing according to the judgment expressed by the Independent Expert. The Independent Expert shall report his or her determination to each Party (if necessary, recalculating the calculation of the Penalties and/or the Company's Fair Market Value at 31 December 2022) within 20 (twenty) business days from the date of acceptance of the assignment. The determination of the Independent Expert shall be final and binding between the Parties for the purposes of this Article 7.6 and the Option Contract, and shall not be subject to appeal, except in the event of error or manifest unfairness of such decision. If the determination of the Independent Expert is against Buyer and such determination is made after the Deadline, the same shall be deemed to be extended by a number of days equal to those between the Deadline and the date of determination of the Independent Expert.
- 7.7 The Parties undertake to distribute dividends for the next 5 (five) fiscal years from the date of the Closing, provided that the conditions provided for by Article 2433 of the Italian Civil Code and those necessary to preserve the financial equilibrium of the Company (also in compliance with the provisions of the business plan approved by the Company from time to time) are met.
- 7.8 The Parties undertake to act and, each within its limits of capacity and control, to ensure that



the Company acts in accordance with the Agreement, which they declare to know, respecting the relevant terms and conditions provided for therein for the management of the Airport.

- 7.9 Buyer undertakes to comply with the provisions of the four-year intervention plan 2016 - 2019 approved by ENAC, as well as the provisions of the four-year intervention plan 2020 - 2023 submitted by the Company to ENAC (as shown in Annex 7.9 to this Agreement) for approval and as it will be effectively approved by ENAC itself.

ARTICLE 8 - MISCELLANEOUS

- 8.1 Expenses and taxes. Notary fees, charges, taxes and duties (whether related or dependent) relating to this Agreement or, for any reason, arising from the transfer of ownership of the Shares, as well as any incidental amounts, interest, penalties and legal fees, shall be borne by Buyer, who shall indemnify and hold harmless Seller. Buyer shall, in any case, provide evidence to Seller that all tax obligations have been fulfilled and that all charges relating to this Agreement have been borne by Buyer. Each Party shall bear all its own expenses and costs, as well as those of its own consultants and experts related to the negotiation, drafting, conclusion and execution of this Agreement.
- 8.2 Communications. All communications to be made from one Party to the other under this Agreement shall be delivered by hand or sent by registered mail with acknowledgement of receipt, by certified e-mail or by courier service to the following addresses:

- as regards Seller:

Regione Autonoma Friuli Venezia Giulia

Direzione centrale finanze, patrimonio, coordinamento e programmazione politiche economiche e comunitarie

Corso Cavour 1, 34132

Trieste certified e-mail

[●]

Attn.: Assessore alle finanze, patrimonio, coordinamento e programmazione politiche economiche e comunitarie

- as regards

Buyer [ABC]

(address) [●]

certified e-mail [●]

Attn. [●]

or to the various addresses that may be communicated (provided in Italy), from one Party to another and in the manner indicated above, after the date of this Contract; it being understood that the Parties also elect their domicile at the addresses indicated above for all purposes relating to this Contract.

- 8.3 The Parties undertake to sign and exchange all such acts and documents and to carry out all such acts and do whatever is necessary to ensure the attainment of the objectives of this Agreement.



ARTICLE 9 - APPLICABLE LAW AND JURISDICTION

- 9.1 This Agreement as well as the rights and obligations of the Parties under it shall be governed by and construed in accordance with Italian law.
- 9.2 Disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Court of Trieste.

List of Annexes

- Annex M: Bid
- Annex 2.2(ii): Template Articles of Association
- Annex 3.2(iii): Template of Option Contract
- Annex 7.9: Intervention Plan 2020 - 2023

* * * * *

[•]

Autonomous Region of Friuli Venezia Giulia

[•]

[ABC]



Annex M - Bid



Annex 2.2(ii) - Template Articles of Association

ARTICLES OF ASSOCIATION

“AEROPORTO FRIULI VENEZIA GIULIA S.P.A.”

CHAPTER 1

INCORPORATION - COMPANY NAME - REGISTERED OFFICE - PURPOSE - DURATION

*** * ***

1. INCORPORATION AND COMPANY NAME

- 1.1 A joint-stock company is established under the name of "Aeroporto Friuli Venezia Giulia S.p.A." (the "**Company**").
- 1.2 The name of the Company may be written in either upper or lower case letters and in any font.

2. REGISTERED OFFICE

- 2.1 The Company's registered office is in Italy, in Ronchi dei Legionari, at the address resulting from the specific registration made with the Register of Companies.
- 2.2 The registered office can be transferred to any address in the same municipality by resolution of the administrative body, while it is up to the shareholders' meeting to decide on the transfer of the registered office in a municipality other than that indicated above.
- 2.3 The administrative body of the Company may establish, transfer and close, both in Italy and abroad, secondary offices, local operating units (e.g., branches, subsidiaries, administrative offices, sales offices, agencies and representatives).

3. PURPOSE

- 3.1 The Company's corporate purpose is the development, design, construction, adaptation, management, maintenance and use of facilities and infrastructure for the operation of airport activities at Aeroporto Ronchi dei Legionari, as a civil, commercial and tourist airport in the Friuli Venezia Giulia region, as well as related activities provided that they are not of a prevalent nature.

It may carry out any commercial, industrial, movable, real estate or financial transaction (excluding the collection of public savings in compliance with current legislation), useful or appropriate for the achievement of the corporate purpose, including the acquisition of interests in other companies or entities with purposes similar or complementary to its corporate purpose.

- 3.2 The Company may participate in public and private tenders and/or contracts as well as in private tenders, consortia, groupings, even temporary, of companies, European economic interest groups or other forms of joint participation for operations related, similar or instrumental to the corporate purpose.

4. DURATION



4.1 The duration of the Company is established until 31 (thirty-one) December 2050 (two thousand and fifty) and may be dissolved in advance or extended, one or more times, by resolution of the Shareholders' Meeting.

5. DOMICILE OF SHAREHOLDERS, DIRECTORS, STATUTORY AUDITORS AND AUDITORS - COMMUNICATIONS

- 5.1 With reference to the relationship between the Shareholders and the Company, the domicile of the Shareholders (including telephone number, fax number and e-mail address, if any) is that shown in the Shareholders' Register; it is the responsibility of Shareholders to communicate the information to be annotated and any other updates in relation thereto (including changes to the telephone number, fax number and e-mail address, if any).
- 5.2 In the event that a Shareholder fails to comply with the provisions of article 5.1 above, any change of domicile (including telephone number, fax number and e-mail address) shall not be enforceable against the Company, and all communications sent and delivered to the domicile shown in the Shareholders' Register shall be effective against the Company pursuant to article 36 below of these Articles of Association.
- 5.3 The domicile of the Directors, Statutory Auditors and the auditor for their relations with the Company shall be at the registered office of the Company or at any other address (including telephone number, fax number and e-mail address, if any) communicated by them in writing to the Company.
- 5.4 All the communications required by these Articles of Association shall be made to the aforementioned addresses for service.

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CHAPTER 2

SHARE CAPITAL - SHARES - FINANCIAL INSTRUMENTS - SHAREHOLDERS' LOANS AND WITHDRAWAL

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6. SHARE CAPITAL

- 6.1 The share capital of the Company is Euro 8,500,000.00 (eight million five hundred thousand/00) represented by 8,500,000 (eight million five hundred thousand) registered shares represented by securities with a nominal value of Euro 1.00 (one/00) each, as follows:
- (a) 3,825,000 (three million eight hundred and twenty-five thousand) "A" class shares, which confer the rights and have the characteristics set out in Article 6.2 below ("**A Class Shares**"). The holders of Category A Shares are the "**Category A Shareholders**";
 - (b) 4,675,000 (four million six hundred seventy-five thousand) category "B" shares, which confer the rights and have the characteristics set out in Article 6.3 below ("**Category B Shares**"). The holders of Category B Shares are the "**Category B Shareholders**".
- 6.2. Category A Actions

In addition to the rights attributed to ordinary shares pursuant to the Italian Civil Code, Category A



Shares attribute the following rights and obligations:

- (a) appointment of Directors: the right to appoint 1 (one) member of the Board of Directors, who also holds the office of Chair of the Board of Directors of the Company, if the Board of Directors is composed of 3 (three) members, or 2 (two) directors, one of whom also holds the office of Chair of the Board of Directors of the Company, if the Board of Directors is composed of 5 (five) members;
- (b) appointment of Statutory Auditors: without prejudice to the provisions of article 29.1 below, the right to appoint 1 (one) statutory member of the Board of Statutory Auditors and 1 (one) alternate member of the Board of Statutory Auditors;
- (c) complaint to the court: as an exception to the minimum shareholding limits set out in article 2409 of the Italian Civil Code, Category A shareholders, regardless of the shareholdings they hold, are entitled to report serious irregularities to the court.

6.3 Category B Actions

In addition to the rights attributed to ordinary shares pursuant to the Italian Civil Code, Category B Shares attribute the following rights and obligations:

- (c) appointment of Directors: the right to appoint 2 (two) members of the Board of Directors, if the Board of Directors is composed of 3 (three) members, or 3 (three) directors, if the Board of Directors is composed of 5 (five) members;
- (d) appointment of Statutory Auditors: without prejudice to the provisions of article 29.1 below, the right to appoint 2 (two) statutory members of the Board of Statutory Auditors and 1 (one) alternate member of the Board of Statutory Auditors.

7. SHARES

- 7.1 The Shares are registered and, unless otherwise provided, each share gives the right to one vote and is indivisible.
- 7.2 All persons governed by law, whether public or private, may be Shareholders, it being understood that Category A Shares are reserved exclusively for public bodies, while Category B Shares are reserved exclusively for private persons. The capacity as shareholder implies, in itself, acceptance of these Articles of Association. The participation of private shareholders must in any case comply with the provisions of Legislative Decree no. 175/2016 and related regulations, also with reference to the provisions of Article 17(3), where applicable. In addition, where the participation of private shareholders takes place through an ad-hoc corporate vehicle (the actual holder of the Category B Shares), the restrictions on the transfer of Shares set out in Article 11 of these Articles of Association shall be complied with *mutatis mutandis* by such private shareholders with respect to their holdings in such vehicle.
- 7.3 The nominal value of the shares held by public shareholders or by companies controlled by them cannot be less than one fifth (i.e., 20% (twenty per cent)) of the share capital subscribed. The entry of other public entities into the Company may only take place through a corresponding increase in the share capital of the Company. The share held by private parties in the Company may not be less than 30% (thirty per cent) in total.
- 7.4 In addition to the Category A Shares and the Category B Shares which give the Shareholders of the same class equal rights and obligations, and without prejudice to the provisions of article 7.3, categories of Shares with different rights and obligations may be created by resolution of the Extraordinary Shareholders' Meeting, in compliance with article 19 of these



Articles of Association.

7.5 All share capital increases must be approved by providing for the issue of Shares belonging to all categories of Shares issued at the time of the adoption of such resolution. The new Shares shall be issued in proportion to the number of Shares issued for each class of Shares on the date of the increase in share capital, and the registration of such new Shares shall be reserved to the Members of the relevant class. Without prejudice to the provisions of article 7.3 and article 7.6, and provided that they so request at the same time as exercising the option right, Shareholders are granted the right of pre-emption in the purchase of Shares that have remained unoptioned, even if they do not belong to the same category as the Shares already held by the Shareholder who intends to exercise the pre-emption right.

7.6 Automatic Conversion of Shares.

No shareholder may own Shares of different categories. Accordingly, if the holder of one class of Shares (e.g., Class A Shareholders) also becomes in any way the holder of one or more Shares belonging to a different class (e.g. Class B Shares), such Shares will automatically be converted into Shares of the class of Shares of which the purchaser is the holder (e.g., Class A Shares) and will therefore be subject to the rights and obligations of that class of Shares.

Such conversion shall be recorded in the Shareholders' register of the Company (and on the certificate representing such Shares or by substitution thereof) by a Director of the Company. To this end, the Shareholder becomes the owner in any way must notify the Board of Directors showing, in case of transfer, the deed of transfer or the certificate with endorsement.

In any case, at the time of the event that the Shares are automatically converted in accordance with the provisions of this article 7.6, automatically (and therefore regardless of whether the share certificate has been replaced or whether the conversion has been noted on it) the Shares of the relevant class shall be deemed to be, and shall only have the rights of, the Shares of the other class previously held by the acquiring shareholder, and the different characteristics possessed by the Shares transferred prior to the conversion under the Articles of Association shall cease to have effect.

In any case of conversion, for each Share to be converted the holder shall be entitled to one Share of the category in which the conversion takes place.

Following the conversion, the Board of Directors shall be responsible for filing the new Articles of Association, as resulting from the conversion, with the competent Register of Companies, without prejudice, where necessary, to the recourse to the Extraordinary Shareholders' Meeting to acknowledge the conversion and to make the consequent amendments to the Articles of Association.

7.7 In addition to the terms set out in other Articles of these Articles of Association, the term "Shares" (even if used in the singular) means shares (in whole or in part) of any class or type in the Company; subscription rights, warrants, convertible bonds or any other type of financial instrument that may be converted into, or

exchanged with, Shares in the Company or which may grant the right to obtain (immediately or in the future) certificates/documents representing the share capital of the Company or any other rights in such shareholdings or financial instruments arising out of or in connection therewith, such as subscription or transfer rights, voting rights or pre-emptive rights, usufruct and any other similar rights.



8. PAYMENTS

- 8.1 Payments on Shares are requested by the administrative body on one or more occasions.

9. BONDS - LOANS - PARTICIPATORY FINANCIAL INSTRUMENTS

- 9.1 Bonds. The Company may issue convertible bonds by resolution of the Extraordinary Shareholders' Meeting, pursuant to the Italian Civil Code and in compliance with the provisions of Article 19 of these Articles of Association. The issuance of non-convertible bonds, on the other hand, is the responsibility of the Board of Directors.
- 9.2 Payments and Loans. The Shareholders, freely and in compliance with the applicable regulations, may make, including to a non-proportional extent, payments as capital contribution and grant loans, whether interest-bearing or non-interest-bearing, with or without an obligation to repay, which will not represent savings deposits among the public. The amount of capital contributions may be used to cover any losses, or may be used to increase the share capital in accordance with a resolution of the Shareholders' Meeting.
- 9.3 Participatory Financial Instruments. The Company, following the contribution of the Shareholders or third parties, including works or services, may issue participatory financial instruments ("SFP") pursuant to Article 2346(6) of the Italian Civil Code. SFP subscribers have the right to participate without the right to vote in shareholders' meetings, without prejudice to the rights they may be entitled to as a result of any shareholdings they may hold.

The decision to issue SFPs and to set out their rules is a matter for the administrative body in accordance with the provisions of Article 23.2 of these Staff Regulations, which may adopt it where there are particular budgetary requirements or where there is a need to finance certain transactions.

Unless otherwise decided by the administrative body, the circulation of SFPs is not permitted.

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CHAPTER 3

CIRCULATION OF SHARES

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10. TRANSFER OF SHARES

- 10.1 The Shares are freely transferable to third parties, except for the provisions of these Articles of Association and the regulatory provisions and related implementing measures in force from time to time.

11. LIMITS TO TRANSFER OF SHARES

- 11.1 Without prejudice to the provisions of article 7.3, the transfer of Category A Shares to private parties is subject to the completion of the procedures provided for by the regulations applicable from time to time.
- 11.2 Subject to the free transferability of Category B Shares to Category A Shareholders at any time and subject to applicable law from time to time, Category B Shares may not be disposed of for 5 (five) years after their acquisition by Category B Shareholders. For the same period, Category B Shareholders may not constitute rights in rem or in personam or collateral rights to Category B Shares.
- 11.3 On expiry of the above time limit, the Category B Shareholder may transfer the Category B



Shares:

(i) to Category A Shareholders in compliance with the regulations applicable from time to time; or

(ii) to a private entity chosen in accordance with the regulations applicable from time to time. In any event, it is understood that the transfer of ownership or of any other right over, or in any case relating to, the Category B Shares pursuant to this Article 11.3(ii) shall not have any effect on the Company unless prior express approval has been given by the Shareholders' Meeting of the Company pursuant to this Article

19.4. The aforesaid approval may be denied only if the aforesaid third-party purchaser does not possess at least the qualification requirements provided for by legal or regulatory provisions in relation to the service for which the Company was incorporated.

11.4 The Shareholders' Meeting of the Company shall express its opinion on the request for approval submitted by the Category B Shareholder within 90 (ninety) days of receipt of the request. If no resolution to the contrary or no request for additional information is made within this period, the consent of the Shareholders' Meeting of the Company shall be deemed to have been given.

12. WITHDRAWAL

12.1 The right of withdrawal is regulated by articles 2437 et seq. of the Italian Civil Code.

12.2 If the causes referred to in article 12.1 above are verified, the Shareholder who intends to withdraw from the Company must notify the Board of Directors by registered letter with acknowledgement of receipt sent within 15 (fifteen) days of registration in the Register of Companies or, if not provided for, of the registration in the Shareholders' Register of decisions of the resolution legitimising him, indicating his personal details and domicile for communications relating to the proceedings.

12.3 If the fact that legitimates the withdrawal is other than a resolution, it may be exercised no later than 60 (sixty) days from its knowledge by the Shareholder.

12.4 Withdrawal is understood to be exercised on the day on which the communication is received at the registered office of the Company, and in any case refers to all the Shares held by the withdrawing Shareholder. Withdrawal cannot be exercised and, if already exercised, is ineffective if, within 90 (ninety) days from the exercise of withdrawal, the Company revokes the resolution legitimising it or if the dissolution of the Company is resolved.

12.5 For the liquidation of the shares of the withdrawing Shareholder, the provisions of article 13 below shall apply.

13. LIQUIDATION OF THE SHARES

13.1 In the cases provided for in Article 12 above, the Shares will be redeemed to the shareholder or his heirs in proportion to the value of the Company determined in accordance with the provisions of Article 2437-ter of the Italian Civil Code.

13.2 The value of the Shares is determined by the Board of Directors, after hearing the opinion of the Statutory Auditors and the Independent Auditors, in accordance with the provisions of Article 2437-ter of the Italian Civil Code, taking into account the size of the Company's assets, its earnings prospects, the value of goodwill and any market value of the shares, with reference to the day on which the cause for the liquidation of the shares is determined. The



redemption of the shares must be effected within 180 (one hundred and eighty) days of the event from which liquidation follows.

- 13.3 Redemption is made in accordance with the law.

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CHAPTER 4

SHAREHOLDERS' MEETING

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14. METHODS, TIMES AND PLACES FOR CONVENING MEETINGS

- 14.1 Ordinary and extraordinary Shareholders' Meetings are held at the registered office or at another place indicated in the notice of call provided that it is in a location included in the Friuli Venezia Giulia Region. Shareholders' Meetings are convened by a member of the administrative body whenever it deems it necessary or when a request is made to the administrative body by Shareholders representing at least one tenth of the share capital.

In the event of failure to call a Shareholders' Meeting in accordance with the above procedures, the Board of Statutory Auditors may convene the Meeting.

- 14.2 The Shareholders' Meeting is convened by means of a notice, containing the date, time and place of the meeting and the list of matters to be discussed, sent to the Shareholders and to the members of the corporate bodies by means of communication (letter, telegram, fax or e-mail message) that guarantee proof of receipt at least 8 (eight) days before the date fixed for the relative meeting. The notice of call may also contain the same indications for a possible second meeting in the event that the first meeting should be deserted.
- 14.3 The ordinary Shareholders' Meeting must be called at least once a year to approve the financial statements, within 120 (one hundred and twenty) days from the end of the financial year, or within 180 (one hundred and eighty) days if the Company is required to prepare the consolidated financial statements or if particular needs relating to the structure or purpose of the Company so require; in this case, the Directors shall indicate the reasons for the postponement in the report provided for in Article 2428 of the Italian Civil Code.
- 14.4 The Shareholders' Meeting, both in ordinary and extraordinary session, may also be held by means of telecommunications (including, without limitation, audio or video conference), provided that:
- (i) the Chairman of the Shareholders' Meeting is allowed to ascertain the identity and legitimacy of those present, to regulate the conduct of the meeting, and to ascertain and announce the results of votes;
 - (ii) it is possible for the person taking the minutes to adequately perceive the events of the meeting
that are being recorded in the minutes;
 - (iii) the attendees can exchange documents and participate in real time in the discussion and simultaneously vote on the items on the agenda;
 - (iv) the notice of call indicates the methods of connection for the purposes of



participation in the proceedings;

- (v) the meeting shall be deemed to have been held in the place where the Chairman and the person taking the minutes are present.

It is understood that the Assemblies must be held in Italian (which will also be the language of the relevant minutes).

- 14.5 The Shareholders' Meeting, though not convened in accordance with the procedures set out in article 14.2 above, shall be deemed to be duly constituted, and shall be attended by the entire share capital and the majority of the members of the administrative and control body, without prejudice to the power of each participant to oppose the discussion of matters on which he or she does not consider himself or herself to be sufficiently informed; resolutions passed shall be promptly communicated to members of the administrative and control bodies who are not present .

15. ATTENDANCE IN THE SHAREHOLDERS' MEETING

- 15.1 Attendance at the Shareholders' Meeting is governed by current legislation and is permitted to Shareholders entered in the Shareholders' Register at the date of the Meeting.
- 15.2 A Shareholder whose right to vote has been suspended pursuant to law or the Articles of Association shall be considered, for the purposes of Article 2370(1) of the Italian Civil Code, as not having the right to vote and, consequently, such Shareholder shall not be entitled to participate in the Shareholders' Meeting.

16. REPRESENTATION

- 16.1 Any shareholder who has the right to attend the Shareholders' Meeting may be represented in accordance with the law by written proxy, in accordance with the provisions of Article 2372 of the Italian Civil Code.

17. THE SHAREHOLDERS' MEETING

- 17.1 The Shareholders' Meeting is chaired by the Chairperson of the Board of Directors, or, in the event of his or her absence or impediment, by the Deputy Chairperson, if appointed, or, in the event of the latter's absence or impediment, by the person appointed by a simple majority of the Shareholders attending the Meeting.
- 17.2 Without prejudice to the provisions of article 18.1 below, the Chairperson of the Shareholders' Meeting shall be assisted by a secretary, who may or may not be a Shareholder, appointed by simple majority by the Shareholders attending that Meeting.

18. MINUTES OF THE SHAREHOLDERS' MEETING

- 18.1 The resolutions of the Shareholders' Meeting must be recorded in the minutes signed by the Chairperson and the Secretary, or by the Notary Public in the cases provided for by law or when the Chairperson of the Shareholders' Meeting deems it appropriate. The assistance of the Secretary is not required in the event that the minutes are written by a notary public.
- 18.2 The minutes must indicate the date of the Shareholders' Meeting and, also as an attachment, the identity of the participants and the capital represented by each; they must also indicate the methods and the result of the voting and must allow, also by attachment, the identification of the favourable, abstaining or dissenting Shareholders. The minutes shall summarize, at the request of the members, their statements relevant to the agenda.



19. POWERS AND RESPONSIBILITIES OF THE SHAREHOLDERS' MEETING, QUORUM

- 19.1 The Shareholders' Meeting shall deliberate on all matters within its competence by law.
- 19.2 Without prejudice to the provisions of article 19.4, the ordinary Shareholders' Meeting is validly constituted, on first call, with the presence of as many Shareholders as represent at least half of the share capital, either in person or by proxy. The Ordinary Shareholders' Meeting, in second call, is duly constituted regardless of the part of the share capital represented by Shareholders present in person or by proxy. The Extraordinary Shareholders' Meeting, both in first and second call, is regularly constituted with the presence of as many Shareholders as represent more than half of the share capital.
- 19.3 Without prejudice to Article 19.4:
- (i) the Ordinary Shareholders' Meeting, in first and second call, resolves with the favourable vote of the absolute majority of those present;
 - (ii) the Extraordinary Shareholders' Meeting, in first and second call, resolves with the favourable vote of more than half of the share capital.
- 19.4 Without prejudice to the quorums provided for in article 19.3, the resolutions of the Shareholders' Meeting relating to the following matters ("**Matters Reserved for the Shareholders' Meeting**") are considered validly adopted if there is a favourable vote of the Category A Shareholders representing at least the majority of the Category A Shares:
- (i) any amendments and/or additions to these Articles of Association;
 - (ii) any increase or reduction in the Company's share capital;
 - (iii) the issue of convertible bonds;
 - (iv) any decision regarding mergers, dissolution, liquidation and termination of the Company;
 - (v) the appointment and/or dismissal of the statutory auditor and the liquidator(s);
 - (vi) the exercise of the right of approval provided for in Article 11.3;
 - (vii) the creation and use of statutory and/or optional budgetary reserves;
 - (viii) authorisation for investments or disinvestments in shareholdings, companies, business units or assets not included in the Company's core business, without any economic limit.
- 19.5 This is without prejudice to other legal provisions which, for particular decisions, require different specific majorities, as well as the provisions of Article 2376 of the Italian Civil Code relating to resolutions of the General Meeting which prejudice the rights of the holders of specific categories of Shares.
- 19.6 The resolutions of the Shareholders' Meeting, adopted in accordance with the law and these Articles of Association, are binding on all Shareholders.

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CHAPTER 5

ADMINISTRATIVE BODY

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20. DIRECTORS

- 20.1 The Company is managed, alternatively, in compliance with the regulatory provisions and related implementing measures in force from time to time, by a Board of Directors composed of 3 (three) or 5 (five) members, as determined by the ordinary Shareholders' Meeting at the time of appointment, chosen also from among non-members, appointed for the first time in the articles of association and subsequently by the ordinary Shareholders' Meeting, which establishes their remuneration and number, for a period not exceeding 3 (three) financial years, expiring on the date of the Shareholders' Meeting called to approve the financial statements for the last financial year of that period. The Directors may be re-elected.
- 20.2 The administrative body is the Board of Directors.
- 20.3 In the case of appointment of the Board of Directors, the Directors are appointed in compliance with the provisions of the law and regulations in force on the subject of gender balance and in particular in compliance with Law no. 120/2011.
- 20.4 Without prejudice to the unanimous decision of the Shareholders' Meeting in which the Shareholders representing the entire share capital with voting rights participate, the Directors shall be appointed in accordance with articles 6.2(a) and 6.3(a) of these Articles of Association. In the event that one or more of the members of the Board of Directors are not appointed by the Shareholders entitled to such right, they shall be appointed by the ordinary shareholders' meeting with the majorities required by law, with the vote of the Shareholders attending the meeting and regardless of the category of Shares they hold and of the provisions of articles 6.2(a) and 6.3(a).
- 20.5 In addition to the cases referred to in Article 2382 of the Italian Civil Code and in the cases provided for by specific legal and regulatory provisions in force from time to time, the person who is in one of the conditions referred to in letters a), b), c), d) and f) of paragraph 1 of Article 15 of Law no. 55 of 19 March 1990 may not be appointed as Director, and if appointed, shall forfeit his or her office.
- 20.6 Pursuant to Law no. 55 of 19 March 1990, the Directors shall be automatically suspended from office, in accordance with the provisions of Article 15(4-bis) and (4-quater), for the Director in respect of whom one of the conditions set forth in Article 15(1) occurs.
- 20.7 The issue of a plea sentence provided for in Article 444(2) of the Code of Criminal Procedure also constitutes an obstacle to the appointment as well as a cause of forfeiture.
- 20.8 The Board of Directors, shall ascertain and declare that the above requirements are met and that there are grounds for ineligibility and forfeiture.
- 20.9 The Directors are obliged to report immediately the occurrence of any of the causes of suspension or forfeiture of office to the Chair. If the Chair is the subject of the occurrence of such causes, it shall be notified to the Deputy Chair, if appointed, or to the Chair of the Board of Statutory Auditors.
- 20.10 20.10 The Directors must possess the requisites of integrity, professionalism and autonomy established by specific legislative and regulatory provisions in force from time to time.
- 20.11 The Directors may not be employees of controlling or supervisory public administrations.

21. CHAIR OF THE BOARD OF DIRECTORS AND SECRETARY

- 21.1 In the event that the Company is managed by a Board of Directors, the latter appoints from among its number a Chair and a Deputy Chair, if appointed, who replaces the Chair only in



the event of his or her absence or impediment, as well as a Secretary who may not be a member of the Board. The Deputy Chair, if appointed, may not be paid additional remuneration for the performance of this office.

22. MEETINGS OF THE BOARD OF DIRECTORS

- 22.1 In the event that the Company is managed by a Board of Directors, the Board of Directors shall meet, upon convocation by a director, at the registered office of the Company or at a different place indicated in the notice of convocation, provided that it is in Italy, whenever they deem it necessary or when a written request is made to the Chair or the Managing Director by at least two directors or by the Chair of the Board of Statutory Auditors.
- 22.2 Meetings of the Board of Directors may also be held by means of telecommunications (including, without limitation, audio and video conferencing), provided that all participants can be identified, that such identification is recorded in the relevant minutes and that they are allowed to follow the discussion and to participate in real time in the discussion of the items on the agenda, exchanging documentation where necessary. In this case, the meeting of the Board of Directors shall be deemed to have been held at the place where the person chairing the meeting and the person acting as its secretary are located, so as to enable the minutes to be drawn up and signed.
- 22.3 The meeting is called by registered letter or fax or e-mail or telegram or by other means that guarantee proof of receipt to the address or number indicated by each Director and Statutory Auditor, by means of a notice containing the date, time and place of the meeting and a detailed list of matters to be discussed. The convocation is made by notice sent with at least 5 (five) working days notice and, in case of urgency, at least 24 (twenty-four) hours before. The Board of Directors is validly convened, including in the absence of a formal convocation, if all the directors and statutory auditors are present.
- 22.4 The Board of Directors shall be convened with sufficient frequency to allow all Directors to be promptly provided by the Chief Executive Officer with all relevant internal information on the Company's operating, economic and financial performance (including on a consolidated basis) (including management and accounting data) and, in particular, written information on the Company's economic/financial results. In the case of significant events with respect to the normal performance of the Company that have not been duly reported by the Managing Director during the regular meetings of the Board of Directors, each Director shall have the right to request the Managing Director to carry out the necessary verifications and provide an explanation of the reasons for the aforesaid significant events.
- 22.5 If, due to resignation or other causes:
- (i) one or more members (but not the majority) of the board, appointed as per articles 6.2(a) and 6.3(a) of this Regulation, cease their functions, the substitute/s will be appointed according to the above procedure.
 - (ii) the majority of the directors ceases to hold office, the entire Board of Directors shall be deemed to have lapsed with effect from the time of its reconstitution. The remaining Directors shall urgently convene the Shareholders' Meeting for the appointment of all the directors, which shall take place in accordance with the provisions of articles 6.2(a) and 6.3(a) above of these Articles of Association. From the moment in which a cause for the forfeiture of the entire Board of Directors occurred until its reconstitution, the Directors remaining in office will carry out only acts of ordinary administration.



- 22.6 If all the Directors cease to be in office, the Board of Statutory Auditors performs the acts of ordinary administration and must urgently call the Shareholders' Meeting to appoint the entire Board of Directors. In this case as well, the appointment of the Board of Directors shall take place in accordance with the provisions of articles 6.2(a) and 6.3(a) above.

23. RESOLUTIONS

- 23.1 The Board of Directors shall be deemed to be validly constituted with the presence of a number of Directors - including those who participate by means of telecommunications (including, without limitation, audio and video conference), pursuant to article 22.2 above - representing at least the majority of the Directors in office and, in the absence of a convocation, with the presence of all its members and all the Statutory Auditors. The resolutions of the Board of Directors are taken by an absolute majority of the participants, without prejudice to the provisions of article 23.2 below.
- 23.2 Resolutions concerning the following matters concerning the Company ("**Matters Reserved for the Board**") may not be delegated to any Director and, without prejudice to the quorum referred to in article 23.1, shall be validly passed provided that the favourable vote of at least 1 (one) of the members of the Board of Directors designated by the Category A Shareholders is established:
- (i) the proposal to the Shareholders' Meeting regarding the amendment and/or integration of the Articles of Association;
 - (ii) the proposal to the Shareholders' Meeting regarding the appointment and/or dismissal of the independent auditors and the liquidator(s);
 - (iii) the proposal to the Shareholders' Meeting to increase or reduce the share capital;
 - (iv) the proposal to the Shareholders' Meeting to issue convertible bonds;
 - (v) the proposal to the Shareholders' Meeting to resolve on mergers, dissolution, liquidation and termination of the Company;
 - (vi) approval of the transfer of the registered office within the same municipality;
 - (vii) the approval of the Company's investment plans and business plans, and/or their modification, such as to entail a significant change in the Company's production and financial structure;
 - (viii) signing and/or modification of any new or existing "strategic partnership" contract (i.e., cooperation contracts affecting the management of the Company) that significantly change the Company's production and financial structure;
 - (ix) investments or disinvestments in shareholdings, companies, business units or assets not included in the Company's core business, without any economic limit;
 - (x) any form of indebtedness in excess of Euro 5,000,000.00 (five million/00);
 - (xi) issue of equity financial instruments pursuant to article 2346(6) of the Italian Civil Code.

24. MINUTES

- 24.1 The resolutions of the Board of Directors are recorded in minutes.
- 24.2 When required by law and when the Chair of the Board of Directors or the Deputy Chair, if appointed, deems it appropriate, the minutes must be drawn up by a notary public.



- 24.3 Copies of the minutes shall be authentic if signed by the chair of the meeting and the secretary.

25. DUTIES AND POWERS OF THE BOARD OF DIRECTORS

- 25.1 The Company is managed exclusively by the Board of Directors, which carries out the operations necessary for the implementation of the corporate purpose.
- 25.2 Without prejudice to the Matters Reserved for the Shareholders' Meeting and with the exception of the Matters Reserved for the Board, the Board of Directors may delegate its powers - within the limits set out in Article 2381 of the Italian Civil Code - to a single Director, determining the limits of delegation, without prejudice to the assignment of powers to the Chair of the Board of Directors if previously authorised by the Shareholders' Meeting.
- 25.3 The Board of Directors may appoint, also from among its number, one (1) General Manager - identifying his/her proxies and tasks and determining his/her remuneration - and issue special powers of attorney for certain acts or categories of acts to executives and officials, as well as third parties.
- 25.4 The delegated subjects may, within the limits of the powers received, grant proxies or special proxies for individual acts or categories of acts to employees of the Company and to third parties, with the right to sub-delegate or sub-proxy.

26. COMPANY REPRESENTATION

- 26.1 The Company's legal representation vis-à-vis third parties and in legal proceedings and the power of signature are the responsibility of the Sole Director or the Chair, as the case may be, or in the event of the Chair's absence or impediment, of the Deputy Chair, if appointed. Signature by the Deputy Chair of any act constitutes proof of the absence or impediment of the Chair.
- 26.2 In the event that the Board of Directors confers its powers on a Managing Director, the latter is also responsible for representing the Company within the limits of the delegated powers.
- 26.3 The aforesaid legal representatives may confer powers of legal representation for individual acts and/or categories of acts, also in court, also with the right of sub-delegation.
- 26.4 Representation of the Company in liquidation is the responsibility of the Liquidator or the Chairman of the Board of Liquidators and any other members of the Board of Liquidators, as per the terms and limits established at the time of appointment.

27. REMUNERATION OF DIRECTORS

- 27.1 If so decided by the Shareholders' Meeting that appoints the members of the Board of Directors, compensation may be paid, to be determined by the Shareholders' Meeting. This resolution, once adopted, will also be valid for the following financial years until the Shareholders' Meeting decides otherwise.
- 27.2 The Shareholders' Meeting may determine a total amount for the remuneration of all Directors, including those holding particular positions.
- 27.3 The Company shall reimburse all relevant, reasonable and documented expenses incurred by each Director in the performance of his or her duties.
- 27.4 In determining the remuneration of the Board of Directors, including those holding special



offices, as the case may be, the Shareholders' Meeting and, as far as it is concerned, the Board of Directors, shall comply with the regulatory provisions, including those under regional regulations, and the related implementing measures in force from time to time in this area.

- 27.5 No attendance fees or performance bonuses may be paid to the Directors as resolved after the performance of their duties and no severance pay may be paid.

28. POWERS OF THE CHAIR

28.1 The Chair:

- (i) has powers to represent the Company pursuant to Article 26 of these Articles of Association;
- (ii) presides over the Shareholders' Meeting in accordance with article 17 of these Articles of Association;
- (iii) convenes and presides over the meetings of the Board of Directors pursuant to articles 22 and 21 of these Articles of Association, and ensures that adequate information on the items on the agenda is provided to all directors;
- (iv) verifies the implementation of the resolutions of the Board of Directors.

- 28.2 The Chair will be responsible for the organization of the activities of the Board of Directors as provided for in article 2381(1) of the Italian Civil Code.

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CHAPTER 8

CONTROL OF THE COMPANY

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29. BOARD OF STATUTORY AUDITORS

- 29.1 The Shareholders' Meeting elects the Board of Statutory Auditors, consisting of 5 (five) statutory members and 2 (two) alternate members, who meet the legal requirements. Pursuant to article 11(2) and (3) of the Decree no. of the Ministry of Transport and Navigation of 12 November 1997 no. 521, one statutory auditor is appointed by the Ministry of Economy and Finance and another is appointed by the Ministry of Infrastructure and Transport; the statutory auditor appointed by the Ministry of Economy and Finance assumes the function of Chair of the Board of Statutory Auditors. The other auditors are elected in accordance with the provisions of articles 6.2(b) and 6.3(b) above. The auditors remain in office for 3 (three) years and their term in office expires on the date of the Shareholders' Meeting called to approve the financial statements for the third year of their term in office. Auditors who leave office may be re-elected. In the event that one or more of the members of the Board of Statutory Auditors are not appointed by the Shareholders entitled to such right, they shall be appointed by the ordinary shareholders' meeting with the majorities required by law, with the vote of all the Shareholders attending the meeting and regardless of the category of Shares they hold and of the provisions of articles 6.2(b) and 6.3(b).

- 29.2 The composition of the Board of Statutory Auditors must ensure compliance with the provisions of law and regulations in force on the subject of gender balance.



- 29.3 The Board of Statutory Auditors has the duties set forth in article 2403 of the Italian Civil Code and exercises the powers provided for in article 2403 bis of the Italian Civil Code.
- 29.4 Those who are in the conditions provided for by article 2399 of the Italian Civil Code cannot be appointed to the office of Auditor, and if appointed they shall forfeit their office.
- 29.5 In addition to the cases referred to in art. 2399 of the Italian Civil Code, the person who is in one of the conditions referred to in letters a), b), c), d) and f) of paragraph 1 of article 15 of Law no. 55 of 19 March 1990 may not be appointed as a statutory auditor and, if appointed, shall forfeit his or her office.
- 29.6 Pursuant to Law no. 55 of 19 March 1990, the statutory suspension from office is applied, in accordance with the provisions of article 15(4-bis) and (4-quater), for Auditors for whom one of the conditions set out in article 15(1) applies.
- 29.7 The issue of a plea sentence provided for in Article 444(2) of the Code of Criminal Procedure also constitutes an obstacle to the appointment as well as a cause of forfeiture.
- 29.8 The Statutory Auditors are obliged to report immediately the occurrence of any of the causes that leads to suspension from office or forfeiture to the administrative body and to the remaining members of the Board of Statutory Auditors.
- 29.9 The Auditors must possess the requisites of integrity, professionalism and autonomy established by specific legislative and regulatory provisions in force from time to time.
- 29.10 The second paragraph of Article 2399 of the Italian Civil Code applies to all Statutory Auditors entered in the Register of Auditors.
- 29.11 Minutes of each meeting of the Board of Statutory Auditors must be drawn up and recorded in the book of resolutions of the Board of Statutory Auditors and signed by the participants; the Board of Statutory Auditors is constituted with the presence of the majority of the Statutory Auditors and resolves by an absolute majority of the participants.
- 29.12 Meetings of the Board of Statutory Auditors may also be held by means of telecommunications (including, without limitation, audio/video-conferencing), in accordance with Article 22.2 of these Articles of Association, where applicable.
- 29.13 The Board of Statutory Auditors shall meet at least every 90 (ninety) days on the initiative of any of the auditors. It is validly constituted with the presence of the majority of the auditors and resolves with the favourable vote of the absolute majority of those present.
- 29.14 Statutory Auditors may be dismissed only for just cause and by decision of the shareholders. The decision to revoke must be approved by Court decree, after hearing the person concerned.
- 29.15 In the event of cessation, for whatever reason (including revocation and resignation), of one or more members of the Board of Statutory Auditors appointed in accordance with the procedure provided for in articles 6.2(b) and 6.3(b) above, the relative substitute shall be reappointed by the same shareholder in accordance with the aforesaid procedure
- 29.16 In the event of the Chair ceasing to hold office, the office of Chair shall be held by the oldest Statutory Auditor until the decision to integrate him/her is taken.
- 29.17 The Shareholders' Meeting shall determine the remuneration of the Statutory Auditors at the time of their appointment and for the entire duration of their office. In determining the remuneration of Statutory Auditors, the Shareholders' Meeting shall comply with the provisions of law, including regional law, and with the related implementing measures in force from time to time on the subject.



30. INDEPENDENT AUDITORS

- 30.1 The statutory audit of the accounts cannot be entrusted to the Board of Statutory Auditors and is carried out, pursuant to Article 2409-bis of the Italian Civil Code, by independent auditors or by an auditing firm registered in the appropriate register, identified in accordance with the principles of economy, effectiveness and timeliness, as well as fairness, impartiality, transparency and competition. The Shareholders' Meeting shall determine the remuneration for the entire duration of the appointment based on a reasoned proposal by the Board of Statutory Auditors. In determining the remuneration, the Shareholders' Meeting shall comply with the provisions of law, including regional law, and with the related implementing measures in force from time to time on the subject.
- 30.2 The independent auditors shall remain in office for 3 (three) financial years and the term of office expires on the date of the Shareholders' Meeting called to approve the financial statements for the third financial year to which the appointment refers.

31. OTHER BODIES

- 31.1 The establishment of bodies other than those provided for in the general rules on the company is prohibited.
- 31.2 The establishment of committees with advisory or proposal functions is allowed only in the cases provided for by law. In the case of the establishment of such committees, the members of the same may not be paid a total remuneration of more than 30% (thirty percent) of the remuneration approved for the office of member of the administrative body in any case proportionate to the professional qualification and the extent of the commitment required.

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CHAPTER 7

FINANCIAL STATEMENTS AND PROFIT

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32. FINANCIAL STATEMENTS

- 32.1 The Company's financial year ends on December 31 each year.
- 32.2 At the end of each financial year, the Board of Directors, in accordance with the provisions of the law (including, where applicable, those relating to publicly-owned companies), prepares the draft financial statements.
- 32.3 After approval by the corporate bodies, the financial statements of the Company must be sent to the authorities indicated in article 14 of the decree no. 521 of the Minister of Transport and Navigation of 12 November 1997.
- 32.4 The results for the year of the related activities referred to in Article 3.1 shall be shown separately and presented in a clear and distinct manner in the financial statements and in all accounting documents.

33. PROFIT

- 33 When the legal reserve has reached the minimum requirements imposed by the Italian Civil Code, the net profit for the year of the Company, if any, may be distributed to the Shareholders in proportion to the shareholding held by each, unless otherwise decided by the



Shareholders, who may decide to create special extraordinary reserves or to allocate part or all of the profit to be distributed to subsequent years. This is without prejudice to the legal provisions, including regional provisions, and the implementing measures in force on this matter from time to time.

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CHAPTER 8

DISSOLUTION AND LIQUIDATION OF THE COMPANY - DISPUTES

* * *

34. DISSOLUTION AND LIQUIDATION

- 34.1 The Company shall be dissolved for the reasons provided for by the Italian Civil Code, as well as based on the provisions of law applicable from time to time to the Company, including the provisions of Legislative Decree 175/2016.
- 34.2 In the event of the dissolution of the Company, the Shareholders' Meeting shall determine the method of liquidation in accordance with the provisions of these Articles of Association, and shall appoint one or more liquidators, establishing their powers and remuneration.

35. DISPUTES

- 35.1 In the event of disputes concerning company relations, including those relating to the validity of resolutions of the shareholders' meeting, promoted by or against shareholders, by or against the company, by or against directors, by or against statutory auditors, by or against liquidators, the exclusive competence of the Court of Trieste shall lie with them.

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CHAPTER 9

GENERAL PROVISIONS

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36. COMMUNICATIONS

- 36.1 All communications to be made pursuant to these Articles of Association shall be sent, unless otherwise provided herein, by e-mail or fax, to the e-mail address and fax number indicated in the shareholders' register.
- 36.2 Where the Articles of Association provide for the sending of a communication, it shall be deemed to be effective (unless otherwise provided for in the Articles of Association) from the time when the addressee becomes aware of it; it shall be understood that the addressee shall be deemed to have become aware of it when the communication reaches his or her domicile.

37. REFERRAL

- 37.1 The provisions of the Italian Civil Code and special laws on the subject shall apply for anything not expressly provided for in these Articles of Association.



Annex 3.2(iii) - Template of Option Contract

OPTION CONTRACT

(hereinafter referred to as the '**Contract**')

BETWEEN

Autonomous Region of Friuli Venezia Giulia, with headquarters in Trieste, Piazza Unità d'Italia 1 c/o Presidency of the Region, tax identification no.: 80014930327 (hereinafter referred to as the "**Region**"), represented by [●], to the extent authorised by virtue of the powers conferred by [●];

- on the one hand

AND

[ABC], with its registered office at [●], address [●], share capital of Euro [●] fully paid-up, tax identification, VAT number and registration number in the register of companies [●] ('**ABC**'), [intervening in this Contract as the management company of the fund named '[●]', established by [●], to the extent authorised by virtue of the powers conferred by [●];

- on the other

(Region and [ABC] individually, a '**Party**' and jointly, the '**Parties**');

WHEREAS:

- A) A company called Aeroporto Friuli Venezia Giulia S.p.A. with registered office in via Aquileia 46, 34077 Ronchi dei Legionari (GO), share capital of Euro 8,500,000.00 (eight million five hundred thousand/00) fully subscribed and paid in, tax identification and registration number with the register of companies of Venezia Giulia: 00520800319 (hereinafter referred to as the '**Company**') is currently operating;
- B) the corporate purpose of the Company is the development, design, construction, upgrading, maintenance and use of facilities and infrastructure for the operation of airport activities at Ronchi dei Legionari airport (hereinafter the '**Airport**'), as a civil, commercial and tourist airport in the Friuli Venezia Giulia Region.
- C) On [●], a call for tenders was published for the sale of a 55% (fifty-five per cent) of the Company's share capital (the '**Call**') which ended with the final award to [ABC], which was ranked first in the ranking following the assessment of the bid submitted by it and attached to the Investment Agreement (the '**Bid**'), as per resolution [●];
- D) On [●], the Parties entered into an Investment Agreement (the '**Investment Agreement**') pursuant to which, inter alia, the company [ABC] acquired from the Region full and exclusive ownership of No. 4,675,000 (four million six hundred seventy-five thousand) category B shares representing 55% (fifty-five percent) of the share capital of the Company. As a result, the remaining 3,825,000 (three million eight hundred twenty-five thousand) Category A shares, representing 45% (forty-five percent) of the Company's share capital, remained the property of the Region;
- E) the Parties intend to regulate with this Contract the conditions, modalities and terms of the concession and exercise of an option right in favour of the Region, concerning the Opted Shares (as defined below).

All this being said, it is agreed and stipulated as follows:



ARTICLE 1 REPURCHASE OPTION

- 1.1 Pursuant to and for the purposes of Article 1331 of the Italian Civil Code and without prejudice to the provisions of the Company's Articles of Association in force from time to time relating to automatic conversion, [ABC] irrevocably grants the Region an option right ('**Option**') for the repurchase of all, and not less than all, the shares which [ABC] holds at the date of exercise of the Option, subject to the time limits set out in paragraph 1.2 below (the '**Opted Shares**').
- 1.2 The Option may be exercised by the Region, thereby accepting the irrevocable offer to sell [ABC] referred to in paragraph 1.1:
- (i) if [ABC] loses any of the requirements set out in (a) Articles 12 and 13.1 of the Call for Tenders at any time from the date of this Agreement, or (b) Article 13.2 of the Call for Tenders at any time before the 5th (fifth) year following the date of this Agreement expires; or
 - (ii) by the 90th (ninetieth) day after the final determination of the Management Parameter referred to in criterion 1.2 of Article 16.1 of the Call, pursuant to paragraph 7.6 of the Investment Agreement, if, at the closing date of the Company's financial statements at 31 December 2022, the failure to reach such Management Parameter has led to a deviation of more than 25% (twenty-five percent) between the Company's mean EBITDA reflected in the Bid and the actual mean EBITDA recorded by the Company during the financial years between 1 January 2019 and 31 December 2022 (the '**Reference Period**'), without prejudice to the provisions of the paragraph 1.7 below.
- 1.3 The exercise price of the Option (the '**Option Exercise Price**') will be calculated on the basis of the following formula:

$$\alpha = (\text{Fair Market Value} \times P) \times 80\%$$

where:

α : is the Option Exercise Price;

Fair Market Value: is the fair market value of the shares representing 100% (one hundred per cent) of the Company's share capital, as determined (x) at the date of exercise of the Option (in the case of exercise pursuant to paragraph 1.2(i)); or (y) at 31 December 2022 (in the case of exercise pursuant to paragraph 1.2(ii)), in any case based on the following:

- (i) the Company's economic and financial situation, its profitability, the value of the tangible and intangible assets it owns, its position on the market and any other circumstances and conditions that are normally taken into consideration for the purposes of determining the market value of shares in companies comparable to the Company; if the Company carries out its business on the assumption of going concern, the determination of the Fair Market Value must be based on the assumption that the Company will continue to carry out its business;
- (ii) any rights in rem or obligation of shareholders or third parties, any privilege, pledge, guarantee, legal action, lien, weight, burden or similar restriction that may be imposed on the Opted Shares;
- (iii) the fact that the transfer will be carried out on market terms between parties wishing to conclude the transfer;



P: is the ratio (expressed as a percentage) between the Opted Shares and all the shares representing the entire share capital of the Company.

The determination of the Fair Market Value will be made finally and binding: (a) under paragraph 7.6 of the Investment Agreement, in the event of the exercise of the Option referred to in paragraph 1.2(ii) above, or (b) under the provisions set out below, in the event of the exercise of the Option referred to in paragraph 1.2(i) above.

- 1.4 The Option may be exercised by a simple written statement to be sent to [ABC] (the 'Exercise Notice'), in which the Region indicates: (a) the Fair Market Value for the purposes of determining the Option Exercise Price, and (b) the place and date (in any event not earlier than the 30th (thirtieth) business day following the sending of the Exercise Notice) and the time (the 'Execution Date') on which [ABC] will be required to appear to do what is necessary to complete the transfer of the Opted Shares pursuant to applicable law and this Contract. In addition to the acts to be completed and the documents to be signed or delivered by law on the aforementioned Execution Date:
- (i) the Region and [ABC] shall sign the documents for the transfer of the Opted Shares in accordance with all formalities under applicable law, at the notary public designated by the Region;
 - (ii) the Region will pay in full to [ABC] the Option Exercise Price with immediately available funds and the same value date, by bank transfer to the current account which will be promptly notified in writing by [ABC] to the Region after receipt of the Exercise Notice.
- 1.5 On the Execution Date - without prejudice to the provisions of the Company's Articles of Association in force from time to time concerning automatic conversion - [ABC] shall ensure that the Opted Shares are transferred to the Region, free of any lien, pledge, charge, option, obligation, encumbrance or claim of third parties under applicable law;
- 1.6 In the event of timely exercise of the Option within the term indicated in paragraph 1.2 above, the transfer of the Opted Shares to the Region shall be deemed to have been completed by the Execution Date, without prejudice to the obligation of the Parties to execute the formalities referred to in paragraph 1.4.
- 1.7 In the absence of timely exercise of the Option within the time limit set out in paragraph 1.2 above, the Option shall be deemed not to have been exercised and terminated for all purposes, and [ABC] shall be relieved of all obligations or liabilities under this paragraph 1.
- 1.8 The Parties agree that the condition for the exercise of the Option referred to in paragraph 1.2(ii) above cannot be considered integrated (and, consequently, the Option cannot be exercised by the Region) in the event that:
- (i) at the end of the Reference Period, the regional contributions pursuant to Regional Law no. 12/2010 were not paid in an amount at least equal to 80% (eighty per cent) compared to what was provided for in the Company's business plan for the Reference Period and attached to the Bid;
 - (ii) the circumstance referred to in paragraph 1.2(ii) above was determined only by causes totally independent of [ABC's] management capabilities.
- 1.9 If [ABC] intends to challenge the legality of the exercise of the Option and/or the determination of the Fair Market Value indicated by the Region in the Exercise Notice (but only if the aforesaid Fair Market Value has not already been definitively and bindingly determined by an Independent Expert pursuant to paragraph 7).6(v) of the Investment



Agreement), [ABC] shall give written notice to the Region within 10 (ten) business days of receipt of the Exercise Notice, giving details of the reasons (in particular with regard to the circumstances which it considers to be wholly independent of its management capacity in relation to the provisions of paragraph 1.8(ii)) and asking the Region (which will have to do so) to determine whether the conditions that prevent the exercise of the Option pursuant to paragraph 1.2 or 1.8 and/or the determination of the Fair Market Value subsist (only in the event that the aforesaid Fair Market Value has not already been definitively and bindingly determined by an Independent Expert pursuant to paragraph 7).6(v) of the Investment Agreement) are referred to a leading independent investment bank chosen by the Region in accordance with the applicable *ratione temporis* legislation (the ‘**Independent Expert**’). Within 10 (ten) business days from the date on which the above determination was submitted to the Independent Expert, the latter must formally accept the appointment in writing. The Independent Expert shall be required to act with discretion as an arbitrator in accordance with Article 1349(1) of the Italian Civil Code. The appointment shall be irrevocable and in the interest of both Parties. The fees and reimbursements due to the Independent Expert shall be borne by the Parties according to the principle of losing according to the judgment expressed by the Independent Expert. The Independent Expert shall render its determination to each Party within 20 (twenty) business days of the date of acceptance of the assignment and the term indicated in paragraph 1.2(ii) above (where applicable) shall commence on the date on which such Expert renders its determinations to the Parties. The determination of the Independent Expert shall be final and binding between the Parties for the purposes of this paragraph 1.8 and shall not be subject to appeal, except in the event of error or manifest unfairness of such decision. If the determination of the Independent Expert confirms the obligation to execute the Option exercised by the Region, the Execution Date shall be deemed to be extended to the 5th (fifth) business day following the determination of the Independent Expert.

- 1.10 The Parties agree that the consideration for the granting of the Option to the Region is represented by the broader structure of the rights and benefits accruing to [ABC] from the wider operation in question and is expressly recognised by [ABC] as reasonable and sufficient.

2. GENERAL PROVISIONS

- 2.1 Completeness of the Contract. The provisions contained in this Agreement constitute the complete manifestation of all the understandings between the Parties with regard to the matters contemplated herein, and supersede and cancel all prior oral and written agreements entered into by the Parties in relation to the matters contemplated in this Contract.
- 2.2 Expenses and taxes. The notary fees, charges, duties and taxes (whether related or dependent) relating to this Contract or in any way arising from the transfer of ownership of the Opted Shares, as well as any incidental amounts, interest, penalties and legal fees, shall be borne by [ABC], which shall indemnify and hold harmless the Region, and [ABC] shall, in any event, provide proof to the Region that it has complied with all tax requirements and has borne all charges relating to this Contract. Each Party shall bear all its own expenses and costs, as well as those of its own consultants and experts related to the negotiation, drafting, conclusion and execution of this Contract.
- 2.3 Communications. Any communication required or permitted by this Contract shall be made in writing and signed by (or on behalf of) the Party making the communication, specifying the provision of this Contract under which the communication is made, and shall be delivered by hand, or sent by registered letter with acknowledgment of receipt, by certified e-mail or by courier to the following addresses:
- as for the Region:



Regione Autonoma Friuli Venezia Giulia

Direzione centrale finanze, patrimonio, coordinamento e programmazione politiche economiche e comunitarie

Corso Cavour 1, 34132

Trieste certified e-mail:

[●]

Attn.: Assessore alle finanze, patrimonio, coordinamento e programmazione politiche economiche e comunitarie

- as for

[ABC]:

[ABC]

(address) [●]

certified e-mail [●]

Attn. [●]

or to the various addresses that may be communicated (provided in Italy), from one Party to another and in the manner indicated above, after the date of this Contract; it being understood that the Parties also elect their domicile at the addresses indicated above for all purposes relating to this Contract.

- 2.4 Applicable law. Jurisdiction. This Contract as well as the rights and obligations of the Parties under it shall be governed by and construed in accordance with Italian law. Disputes arising out of or in connection with this Contract shall be subject to the exclusive jurisdiction of the Court of Trieste.

* * * * *

[●]

Autonomous Region of Friuli Venezia Giulia

[●]

[ABC]



Annex 7.9 – 2020 – 2023