

**E.S.TR.A. S.P.A. ENERGIA SERVIZI TERRITORIO AMBIENTE**  
*joint stock company*  
with registered office in Via Ugo Panziera, 16 - 59100 PRATO (PO), Italy  
share capital Euro 205,500,000  
tax ID code, VAT, and Business Registry of Prato number 021490609789  
Admin. Econ. Index. no. PO-505831

## **ADMISSION DOCUMENT**

for trading of the financial instruments known as

*“E.s.tr.a S.p.A. 5% 2014-2019”*

on the professional segment (ExtraMOT PRO) of the Extra MOT Market

operated by Borsa Italiana

The bond loan was issued in the dematerialised form, pursuant to Italian Legislative Decree no. 58/98, as amended, and centralised at Monte Titoli S.p.A.

**CONSOB AND BORSA ITALIANA HAVE NEITHER EXAMINED NOR APPROVED THE CONTENT OF THIS  
ADMISSION DOCUMENT**

N.B. For other parts about the document you can see Italian version.

## 8. INFORMATION ABOUT THE BONDS

*Below are the loan regulations, containing the terms and conditions of the bonds admitted for trading pursuant to the present Admission Document*

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### BOND LOAN REGULATIONS

*E.s.tr.a S.p.A. 5% 2014 – 2019*

**FOR A NOMINAL EURO 50,000,000.00**

**ISIN CODE IT0005030306**

**E.s.tr.a S.p.A. Energia Servizi Territorio Ambiente**

**Registered office: Via Ugo Panziera 16, Prato, Italy - 59100**

**Tax ID code, VAT, and Business Registry of Prato number: 02149060978**

**Share capital, resolved and subscribed: € 205,500,000.00 fully paid up**

*This bond loan is governed by the following terms and conditions (the “**Loan Regulations**”) and, for that not specified herein, by articles 2410 et seq. of the Italian Civil Code relative to bonds issued by joint stock companies.*

### 1. Definitions

In these Loan Regulations, the following expressions shall have the meanings respectively attributed to them as below:

“**Article**” means an article within these Loan Regulations.

“**Bondholders' Meeting**” has the meaning assigned to said term in Article 20.

“**Assets**” means, with reference to a company, the tangible and intangible assets held by the company itself, including receivables, shares, equity investments and financial instruments, with the exclusion of gas and any other assets that are sold as the core business of the company in question.

“**Borsa Italiana**” means Borsa Italiana S.p.A., with registered office in Milan, Piazza degli Affari no. 6.

“**Coingas**” means Coingas S.p.A., with registered office in Arezzo, Via Igino Cocchi no. 14, on the Business Registry of Arezzo, tax ID code and VAT no. 00162100515, Admin. Econ. Index no. 62327, share capital of Euro 14,850,000.00.

“**Notification of Presumed Violation**” has the meaning assigned to said term in Article 13.

“**Consiag**” means Consiag S.p.A., with registered office in Prato, Via Ugo Panziera no. 16, on the Business Registry of Prato, tax ID code 00923210488, VAT no. 00246730972, Admin. Econ. Index no. 269499, share capital of Euro 143,581,967.00.

“**Core Business**” means, jointly, energy and telecommunications services.

**“Issue Date”** has the meaning assigned to said term in Article 5.

**“Accrual Date”** has the meaning assigned to said term in Article 5.

**“Payment Date”** has the meaning assigned to said term in Article 7.

**“Early Repayment Date”** means the date indicated in the obligatory early repayment request sent to the Issuer pursuant to Article 9 (*Early repayment in favour of the Bondholders*); it is understood that in any case the Early Repayment Date cannot occur earlier than the tenth Business Day subsequent to the date said early repayment request is received.

**“Maturity Date”** has the meaning assigned to said term in Article 6.

**“Valuation Date”** means the 31 December of each year, starting from 31 December 2014.

**“Issue Resolution”** has the meaning assigned to said term in Article 16.

**“Declaration on Parameters”** has the meaning assigned to said term in Article 12.

**“EBITDA”** means, in relation to the Group and on the basis of the results found in the annual consolidated financial statements, the algebraic sum of the following Income Statement items, pursuant to article 2425 of the Italian Civil Code:

1. (+) A) production value;
2. (-) B) production costs;
3. (+) production costs for use of third party assets pursuant to number 8) of letter B) (only for the portion relative to fees for financial or operating lease operations, relative to assets enjoyed through leasing, in the case in which the financial statements are not already prepared in accordance with the criteria of IAS 17);
4. (+) depreciation, amortisation and write-downs pursuant to number 10) of letter B), consisting of the following sub-items:
  - a) amortisation of intangible fixed assets;
  - b) depreciation of tangible fixed assets;
  - c) other write-downs of fixed assets.

**“Issuer”** means E.s.tr.a S.p.A. Energia Servizi Territorio Ambiente, with registered office in Via Ugo Panziera 16, Prato (PO) - 59100, tax ID code, VAT and Business Registry of Prato registration number 021490609789, share capital of Euro 205,500,000, fully paid up.

**“Significant Prejudicial Event”** means any event whose direct or indirect consequences could negatively influence the financial conditions, capital or business of the Issuer, so as to compromise the Issuer's capacity to regularly comply with its obligations deriving from the Bond Loan.

**“Significant Event”** has the meaning assigned to said term in Article 9.

**“Business Day”** means any day on which the Trans-European Automated Real Time Gross Settlement Express Transfer System (TARGET2) is operational for payments in Euro.

**“Group”** means the Issuer and its subsidiaries, pursuant to article 2359 of the Italian Civil Code.

**“Financial Debt”** means, in relation to the Group and on the basis of the annual consolidated financial statements:

1. Items recognised under the Balance Sheet Liabilities (letter D), pursuant to article 2424 of the Italian Civil Code:
  - (+) 1 – Bonds;
  - (+) 2 – Convertible bonds;

- (+) 3 – Shareholder loans;
- (+) 4 – Payables to banks;
- (+) 5 – Payables to other lenders;
- (+) 8 – Bills of exchange payable (for the financial portion);
- (+) 9 – Net payables to subsidiaries (solely financial components are to be included in the calculation);
- (+) 10 – Net payables to associated companies (solely financial components are to be included in the calculation);
- (+) 11 – Net payables to holding companies (solely financial components are to be included in the calculation);
- (+) 14 – Other payables (solely financial components are to be included in the calculation).

Any form of shareholder loans are excluded from the above items to the extent to which said loans are subordinated.

**“Net Financial Position”** means, in relation to the Group and on the basis of the annual consolidated financial statements, the total algebraic sum of:

1. Items recognised under the Balance Sheet Liabilities (letter D), pursuant to article 2424 of the Italian Civil Code:
  - (+) 1 – Bonds;
  - (+) 2 – Convertible bonds;
  - (+) 3 – Shareholder loans;
  - (+) 4 – Payables to banks;
  - (+) 5 – Payables to other lenders;
  - (+) 8 – Bills of exchange payable (for the financial portion);
  - (+) 9 – Net payables to subsidiaries (solely financial components are to be included in the calculation);
  - (+) 10 – Net payables to associated companies (solely financial components are to be included in the calculation);
  - (+) 11 – Net payables to holding companies (solely financial components are to be included in the calculation);
  - (+) 14 – Other payables (solely financial components are to be included in the calculation).

Any form of shareholder loans are excluded from the above items to the extent to which said loans are subordinated.

2. Items recognised under the Balance Sheet Assets (letter C), pursuant to article 2424 of the Italian Civil Code:

- (-) III 6) – Other securities (provided they are traded on regulated markets), it being understood that in the case of securities with an original duration of more than 1 (one) year, only government securities are to be included in the calculation;
- (-) IV – Cash and cash equivalents (including bank and postal deposits, cheques, cash and cash equivalents on hand);
- (+) Residual payables relative to the capital portions of existing leasing operations (calculated based on international accounting standard IAS 17), when not already included in the items above.

**“Interest Coverage Ratio”** means, in relation to the Group and on the basis of the annual consolidated financial statements, the ratio between:

- (i) Group EBITDA; and
- (ii) the amount of interest expense and other financial charges owed by the Group in relation to the relative net financial position during the course of the financial year in question.

**“Intesa”** means Intercomunale Telecomunicazioni Energia Servizi Acqua S.p.A., with registered office in Siena, Via Pietro Toselli no. 9/a, on the Business Registry of Siena, tax ID code and VAT no. 00156300527, Admin. Econ. Index no. 71958, share capital of Euro 16,267,665.00.

**“Professional Investors”** has the meaning assigned to said term in Article 3.

**“Bankruptcy Law”** has the meaning assigned to said term in Article 9.

**“Leverage Ratio”** means, in relation to the Group and on the basis of the annual consolidated financial statements, the financial leverage ratio between:

- (i) the amount of the Group's net financial position; and
- (ii) the Group's own assets.

**“Extra MOT Market”** means the multilateral trading facility for bonds organised and managed by Borsa Italiana, known as “Extramot”.

**“Own assets”** means, in relation to the Group and on the basis of the results found in the annual consolidated financial statements, the algebraic sum of the following Balance Sheet items, pursuant to article 2424 of the Italian Civil Code:

1. (+) A) in the Liabilities - Shareholders' Equity;
2. (-) A) in the Assets - Receivables from shareholders not yet paid;
3. (-) B.III.4 in the Assets - Treasury shares (among long-term investments);
4. (-) C.III.5 in the Assets - Treasury shares (among current assets);

and

5. (+) Shareholder loans (in any form), subordinated.

**“Monte Titoli”** means Monte Titoli S.p.A., with registered office in Milan, Piazza degli Affari no. 6.

**“Bonds”** has the meaning assigned to said term in Article 2.

**“Bondholders”** has the meaning assigned to said term in Article 2.

**“Allowed Operations”** means, in relation to the Issuer:

- a) the Listing;
- b) operations involving institutional investments in the Issuer's capital consisting of temporary purchases, by a specialised financial investor, of a portion of an equity investment in the Issuer's capital, aimed at achieving capital account earnings over a medium/long-term timeframe (also known as private equity operations);
- c) extraordinary corporate operations carried out exclusively with other Group companies;
- d) share capital increase operations for payment;
- e) operations to establish a NewCo in which the Issuer has an equity investment, with the goal of managing energy services in Central Italy (known as Progetto Marche);
- f) other extraordinary corporate operations, including by way of example, extraordinary operations involving own capital, corporate transformation, merger or demerger operations, with an enterprise value not exceeding Euro 100,000,000.00;

- g) operations to sell, lease, transfer or dispose of Assets, provided the cumulative value of said operations (for the entire duration of the Bond Loan) is less than Euro 100,000,000.00.

**“Financial Parameters”** has the meaning assigned to said term in Article 12.

**“Bond Loan”** has the meaning assigned to said term in Article 2.

**“Listing”** indicates the sale of shares or a share capital increase reserved for third parties carried out for the purposes of operations to list shares of the Issuer of a regulated market or a non-regulated market (including multilateral trading facilities, such as the AIM Italia market managed by Borsa Italiana).

**“Common Representative”** has the meaning assigned to said term in Article 20.

**“Rating”** means the public solicited rating assigned to the Issuer by Cerved Group S.p.A. on 24 December 2013, pursuant to Regulation EC 1060/2009, as subsequently amended.

**“Relative Financial Statements”** has the meaning assigned to said term in Article 13.

**“ExtraMOT Market Regulations”** means the management and operational regulations for the ExtraMOT Market issued by Borsa Italiana, in effect as of 8 June 2009 (as amended each time).

**“Loan Regulations”** means these Bond Loan regulations.

**“ExtraMOT PRO Segment”** means the segment of the ExtraMOT Market on which financial instruments (including bonds) are traded, accessible solely to professional investors (as defined in the ExtraMOT Market Regulations).

**“Alternative Solutions to Early Repayment”** means the alternative solutions to early repayment of the loan in favour of the bondholders pursuant to Article 9 of the Loan Regulations which - upon a request to be sent to the Bondholders by the Issuer within 5 (five) Business Days of the Early Repayment request - may be explored in good faith by the parties (who shall be, in no case, considered to be committed in that sense at present) and which may be adopted only subordinate to obtaining the necessary internal approvals by the competent bodies.

**“Interest Rate”** has the meaning assigned to said term in Article 7.

**“TUF”** means Italian Legislative Decree no. 58 of 24 February 1998, as amended.

**“Nominal Value”** has the meaning assigned to said term in Article 2.

**“Significant Changes”** has the meaning assigned to said term in Article 12.

**“Allowed Constraints”** means, in relation to the Issuer or another Group company:

- a) Existing Constraints;
- b) the Constraints established, after the Issue Date, to guarantee loans granted by public entities, multilateral development entities, development agencies, international organisations and banks or credit institutions that act as the agents of said entities and organisations, on the condition that the loans are granted within the context of the business inherent to the company purpose of the relative company, as resulting from their current By-laws;
- c) Constraints that may be established, after the Issue Date, to guarantee loans granted to:
  - the creation and management of a photovoltaic system with a total maximum power of 883.44 KWp located in the municipality of Trequanda, Località Molino di Montelifrè, in the province of Siena, by a company in the Vaserie Energia S.r.l. Group and, specifically, the pledge on the 69% stake in the share capital held by Nova E S.r.l. (of nominal Euro 6,900 and corresponding to a book value for the equity investment of Euro 424,000 as of the Issue Date), and constraints on the company's assets up to the value of the same assets;
  - the creation of a wind-powered plant with a total maximum power of 36 MW, located in the

municipality of Andali, in the province of Catanzaro, by a company in the Andali Energia S.r.l. Group and, specifically, the pledge on the 100% stake in the share capital held by Solgenera S.r.l. (of nominal Euro 7,138,006 and corresponding to a book value for the equity investment of Euro 7,138,006 as of the Issue Date), and constraints on the company's assets up to the value of the same assets;

- the creation and operation of a natural gas storage facility in the municipalities of San Potito and Cotignola, in the province of Ravenna, including the acquisition of cushion gas for the project, by a company in the Blugas Infrastrutture S.r.l. Group and, specifically, a pledge on the 31.17% stake in the share capital held by the Issuer (of a nominal Euro 4,457,135 and corresponding to a book value for the equity investment of Euro 7,419,424 at the Issue Date) and constraints on the company's assets up to the value of the same assets;
- d) Constraints established, after the Issue Date, on Assets to finance the purchase or creation of the same by the relative company, provided that the value of the Assets affected by the Constraints do not exceed the value of the Assets acquired. The Constraint may be applied to the Asset itself or on the stakes of share capital held in the company that makes the purchase or creates the Asset.
- e) any privilege established directly by the law, with the exclusion of those established as a consequence of a violation of mandatory rules.

**“Existing Constraints”** means all Constraints existing at the Issue Date relative to the Issuer and other Group companies, as listed below:

- pledge on the units of share capital held in Cavriglia SPV S.p.A. and Tegolaia SPV S.p.A., respectively for the nominal amounts of Euro 1,047,778 and Euro 534,313;
- guarantees provided to Cassa Depositi e Prestiti S.p.A. on a Euro 25 million loan, pursuant to section 3.1.18.

**“Constraint”** means any mortgage, pledge, charge or constraint involving either collateral or privileges over Assets (including any form of capital destination or separation).

## **2. Nominal amount of the issue, denomination and form of the securities**

These Loan Regulations govern the issuing of a bond loan (the **“Bond Loan”**) by E.S.TR.A S.p.A. Energia Servizi Territorio Ambiente.

The Bond Loan, for a total nominal amount of Euro 50,000,000.00 (fifty million and 00 cents), known as *“E.S.TR.A S.p.A. 5% 2014 – 2019”*, consists of 500 bearer bonds with a nominal value of Euro 100,000.00 (one hundred thousand and 00 cents) each (the **“Nominal Value”**), which are non-divisible (the **“Bonds”**).

The Bonds will be centralised through Monte Titoli in the form of dematerialised securities, pursuant to Chapter II, Title II, Part III of the TUF (Consolidated Law on Finance) and the *“Regulations governing centralised management and liquidation services, guarantee systems and the relative management companies”*, adopted by the Bank of Italy and CONSOB with a provision on 22 February 2008 and subsequently amended with a joint provision of Bank of Italy and CONSOB on 24 December 2010. Therefore, in compliance with this regime, all transactions involving the Bonds (including transfer and establishment of constraints), as well as the exercising of the relative capital rights, may be carried out exclusively in compliance with that established in articles 80 *et seq.* of the TUF. The **“Bondholders”** cannot request material delivery of the securities represented by the Bonds themselves. This is without prejudice to the right to request that certification pursuant to article 83-*quinquies* of the TUF be issued.

## **3. Subscription and circulation limits**

The Bond Loan is exclusively reserved for subscription by subjects classified as professional customers (by right or by request), pursuant to the Intermediaries Regulations adopted through CONSOB Resolution 16190 of 29 October 2007, as subsequently amended (the “**Professional Investors**”).

In the case of subsequent circulation of the Bonds, transfer of said Bonds to subjects other than Professional Investors is prohibited.

The Bonds are issued under an exemption to the requirement to publish an offering prospectus, pursuant to and in accordance with article 100 of the TUF and article 34-ter of the Issuers Regulations, adopted through CONSOB resolution 11971 of 14 May 1999, as subsequently amended.

Additionally, the Bonds have not been and will not be registered pursuant to the US Securities Act of 1933, as subsequently amended, nor pursuant to the corresponding regulations in effect in Canada, Australia, Japan any other country in which the offer and/or sale and/or subscription of the Bonds is not allowed in the absence of specific authorisations by the competent authorities.

Without prejudice to the above, subsequent circulation or resale of the Bonds in one of the above mentioned countries or, in any case, a country other than Italy and to subjects not residents of are not incorporated in Italy, may occur only: (i) within the limits expressly allowed under the applicable laws and regulations of the respective countries in which circulation of the Bonds is intended; or (ii) if the applicable laws and regulations of said countries envisage specific exemptions that allow circulation of said Bonds.

Circulation of the Bonds shall occur in compliance with all applicable regulations in effect, including provisions relative to anti-money laundering pursuant to Italian Legislative Decree 231/2007, as subsequently amended.

#### **4. Issue Price**

The Bonds are issued at a price equal to 100% of the Nominal Value, that is at the price of Euro 100,000.00 (one hundred thousand and 00 cents) for each Bond, without any additional expenses, charges or commissions for the Bondholders.

#### **5. Issue Date and Accrual Date**

The Bond Loan is issued on 14 July 2014 (the “**Issue Date**”) with enjoyment beginning on 14 July 2014 (the “**Accrual Date**”).

#### **6. Duration**

The Bond Loan has a duration of 5 (five) years, until 14 July 2019 (the “**Maturity Date**”), without prejudice to the possibility of early repayment envisaged in Article 9 below (*Early repayment in favour of the Bondholders*).

#### **7. Interests**

The Bonds earn interest at the fixed annual gross nominal rate of 5% (the “**Interest Rate**”), starting on the Accrual Date (included) and until the Maturity Date (excluded), without prejudice to the possibility of early repayment envisaged in Article 9 below.

Interest will be paid after the fact, on an annual basis, on 14 July of each year (each classified as a “**Payment Date**”), as of the first Payment Date, which will occur on 14 July 2015.



Each Bond will cease to earn interest on the first of the following dates:

- (i) the Maturity Date; or
- (ii) the Early Repayment Date, in the case the Bondholders exercise the right to early repayment envisaged in Article 9 below (*Early repayment in favour of the Bondholders*);

it shall be understood that, if at the Maturity Date or the Early Repayment Date, the Issuer does not fully repay the Loan in compliance with these Loan Regulations, the Bonds, pursuant to article 1224 of the Italian Civil Code, shall continue to earn interest on arrears, limited to the amount not repaid, at a rate equal to the Interest Rate.

The amount of interest for each coupon shall be determined by multiplying the Nominal Value of each Bond by the Interest Rate and rounded to the closest Euro cent (0.005 rounded upward to the next Euro cent).

Interest is calculated on the basis of the number of effective days included in the relative interest period on the basis of the Actual/Actual (ICMA) convention.

“*Interest period*” means the period between a Payment Date (included) and the subsequent Payment Date (excluded) or, limited to the first interest period, the period between the Accrual Date (included) and the first Payment Date (excluded). This is without prejudice to the fact that, if a Payment Date falls on a non-Business Day, it will be postponed to the following Business Day, without this postponing involving any additional amount accruing in favour of the Bondholders, nor any movement of subsequent Payment Dates (Following Business Day Convention - unadjusted).

In relation to the Bonds, the Issuer shall also serve as the agent for calculation.

## 8. Amount repaid

Without prejudice to the possibility of early repayment envisaged in Article 9 below (*Early repayment in favour of the Bondholders*), the Bond Loan shall be repaid in a single payment on the Maturity Date.

If the Maturity Date falls on a non-Business Day, it will be postponed until the following Business Day, without this postponing involving any additional amount accruing in favour of the Bondholders.

## 9. Early repayment in favour of the Bondholders

Each of following events constitutes a “**Significant Event**”:

- (i) **Change of control:** the occurrence of any event or circumstance (other than the Listing) in consequence of which the total amount of the stakes held by Intesa, Consiag and Coingas in the share capital of the Issuer are less than 51% (fifty one percent);
- (ii) **Financial Parameters:** without prejudice to that foreseen in the subsequent paragraph (iii) and in Article 13 (*Financial Parameters*), the occurrence of any one of the following events:
  - a) violation of any one of the Financial Parameters in compliance with that envisaged in Article 12 (*Issuer Commitments*), on the condition that (x) said violation continues for a period exceeding 90 (ninety) days as of the date the annual consolidated financial statements are published and (y) within that period, the Bondholders' Meeting does not adopt a resolution by which the Bondholders renounce the right to request early repayment and approve an alternative remedy in place of early repayment; and/or
  - b) the Issuer does not publish the Declaration on Parameters on its website within the terms and in accordance with the methods envisaged in Article 12 (*Issuer Commitments*), on the condition that (x) said violation continues for a period exceeding 30 (thirty) days and (y) within that period, the Bondholders' Meeting does not adopt a resolution by which the Bondholders renounce the right to request early repayment and approve an alternative remedy in place of early repayment

(it being understood that the grace periods envisaged in points (a) and (b) of this paragraph (ii) cannot be combined);

- (iii) **Notification of Presumed Violation:** the publication by the Issuer on its website of a Notification of Presumed Violation which indicates possible violation by the Issuer of one or more Financial Parameters with reference to the Relative Financial Statements, without prejudice in any case to that envisaged in Article 13 (Financial Parameters);
- (iv) **Breach of commitments:** the violation by the Issuer of any one of the other commitments envisaged in Article 12 (*Issuer Commitments*), on the condition that (x) said breach continues for a period exceeding 30 (thirty) days starting on the first of either (i) the date the Issuer sends the notification relative to the breach of the relative commitment pursuant to paragraph (xii) of Article 12 (*Issuer Commitments*) or (ii) the date on which the Bondholders become aware of the breach of the relative commitment by the Issuer and (y) within said period, the Bondholders' Meeting does not adopt a resolution by which the Bondholders renounce the right to request early repayment and approve an alternative remedy in place of early repayment;
- (v) **Non-payment:** a lack of payment by the Issuer, at the relative maturity date, of any sum due in relation to the Bonds, whether relative to capital or interest, on the condition that said breach continues for a period of at least 15 (fifteen) days;
- (vi) **Bankruptcy proceedings and Issuer crisis:** (a) presentation relative to the Issuer of a request to ascertain and declare insolvency applying to the Issuer itself, pursuant to article 5 of Italian Royal Decree no. 267 of 16 March 1942 (the "**Bankruptcy Law**"), or pursuant to other regulations applying to the Issuer, and/or the start of bankruptcy proceedings or other similar proceedings in relation to the Issuer pursuant to the Bankruptcy Law or other applicable regulations; or (b) the Issuer no longer operating as a going concern; or (c) the occurrence of any cause for dissolution of the Issuer pursuant to article 2484 of the Italian Civil Code; or (d) the depositing by the Issuer with any competent court of a request for an arrangement with creditors pursuant to article 161, and paragraph 6 of the Bankruptcy Law, or a request for approval of a debt restructuring agreement pursuant to article 182-*bis* of the Bankruptcy Law; or (e) the formalisation of a recovery plan pursuant to article 67, paragraph 3, letter (d) of the Bankruptcy Law; or (f) the starting by the Issuer of negotiations with even one of its creditors, in order to obtain moratorium and/or restructuring agreements and/or rescheduling of debts (including agreements to be signed in the forms pursuant to article 182-*bis* of the Bankruptcy Law or article 67, paragraph 3, letter (d) of the Bankruptcy Law) and/or out of court settlements, and/or with the aim of transferring assets to its creditors;
- (vii) **Liquidation:** the adoption of a resolution by the Issuer's competent body which approves:
  - (a) placing the Issuer up for liquidation; or
  - (b) the ceasing of all the Issuer's business; or
  - (c) ceasing of a part of the Issuer's business, on the condition that the ratio between the book value of the portion of business ceased and the total of the Issuer's assets is equal to or greater than 25%;
- (viii) **Protests, judicial mortgages and adverse entries:** the raising relative to the Issuer of protested bills, protested cheques, judicial mortgages or adverse entries;
- (ix) **Transfer of assets:** the transfer of assets to creditors by the Issuer pursuant to article 1977 of the Italian Civil Code;
- (x) **Non-compliance with legal or regulatory norms:** non-compliance by the Issuer with a legal or regulatory norm, provided that this violation involves the occurrence of a Significant Prejudicial Event;
- (xi) **Invalidity or illegitimacy:** the occurrence of any event as a consequence of which one or more of the Issuer's obligations pursuant to the Loan Regulations become(s) invalid or illegitimate or ceases to be effective or actionable;
- (xii) **Delisting:** the adoption of a deed or provision for which the consequence is the exclusion of the Bonds from trading on the ExtraMOT PRO Segment;

- (xiii) **Issuer cross default:** the occurrence of a breach by the Issuer of any of its payment obligations (other than those deriving from the Bond Loan), deriving from any Financial Debt of the Issuer, on the condition that the amount of the payment obligations exceeds Euro 1,000,000.00 (one million and 00 cents).

Upon the occurrence of a Significant Event, the Bondholders have the right to request early repayment of the Bonds by the Issuer (through the Common Representative, if appointed), through a written request to be sent to the Issuer via PEC (certified email) at [estraspa.cert@pec.estraspa.it](mailto:estraspa.cert@pec.estraspa.it), at least 10 (ten) Business Days prior to the relative Early Repayment Date.

Following an early repayment request, the Parties will assess “**Alternative Solutions to Early Repayment**”.

Without prejudice to the case in which the Parties agree upon an Alternative Solution to Early Repayment, all the sums due by the Issuer relative to the Bonds, relative to both capital and interest accrued, shall be immediately collectable on the Early Repayment Date.

To that end, the Issuer undertakes to promptly inform the Bondholders of any change in the PEC indicated above, it being understood that in the case of a lack of communication by the Issuer, sending of said notification to the email address indicated above shall be considered valid and effective for all intents and purposes.

The Issuer must promptly inform the Bondholders that it has received the early repayment requests, specifically indicating (i) the event which, on the basis of said request, led to a cause for early repayment of the Bonds and (ii) the Early Repayment Date, as well as (iii) a request for an Alternative Solution to Early Repayment, if applicable.

Without prejudice to the case in which the Parties agree upon an Alternative Solution to Early Repayment, the early repayment pursuant to this Article 9 shall be at the nominal value and include any interest payments that have accrued in relation to the Bonds up to the Early Repayment Date, without any additional expenses or fees for the Bondholders.

## **10. Status of the Bonds**

The Bonds constitute direct bonds, unconditional and not subordinate to any of the Issuer's other payables and shall be considered at all times to be at the same level as these, and at least at the same level as other present and future unprivileged and not subordinate bonds of the Issuer, with the exception, in any case, for Issuer bonds that are privileged on the basis of general mandatory provisions under the law.

The Bonds have not been and will not be converted to shares, nor into instruments involving investment in the Issuer's share capital, nor that of any other company. Therefore, the Bondholders will not be assigned any direct and/or indirect equity investment rights relative to management of the Issuer, nor to control over management of the same and/or any other company.

## **11. Guarantees**

The Bonds are not backed by any guarantee, either secured or unsecured, granted by the Issuer or by third parties.

## **12. Issuer Commitments**

For the entire duration of the Bond Loan, and without prejudice to the other provisions in the Loan Regulations, the Issuer undertakes, relative to the Bondholders, to:

- (i) not cease nor significantly modify its Core Business and to abstain from making investments in any type of business different from and in any case not connected to its Core Business;

- (ii) with the exception of Allowed Operations, not approve nor carry out extraordinary operations of any type, including by way of example extraordinary share capital operations, corporate transformation operations, mergers or demergers; **(a)** not distribute available reserves and **(b)** distribute annual profits within the limits of 75% of annual profits achieved and distributable on the condition that, on the relative distribution date, no event has occurred nor is pending that could lead to a cause for early repayment of the Bonds;
- (iii) **(a)** promptly inform the Bondholders of any change (with respect to the Issue Date) of the equity investment held by the Issuer in the share capital of the other companies within the Group; and **(b)** not carry out nor allow any of said changes that could involve a violation of any of the Financial Parameters (“**Significant Changes**”); it being understood that, upon the occurrence of a Significant Change, the Issuer must promptly inform the Bondholders of the details of the underlying operation and, if after 10 (ten) Business Days following said notification, a majority of the Bondholders, calculated on the basis of the provisions found in articles 2415 *et seq.* of the Italian Civil Code, have not communicated their dissent in writing, the Issuer may proceed within the terms of that indicated in the disclosure sent;
- (iv) **(a)** not carry out operations to reduce the Issuer's share capital, unless in the obligatory cases required under the law; and **(b)** in the case in which the Issuer's share capital is reduced due to losses pursuant to the law, ensure that within 15 (fifteen) Business Days of the reduction resolution, the share capital of the Issuer existing at the Issue Date is restored;
- (v) ensure that at each Valuation Date, the following financial parameters are respected (the “**Financial Parameters**”):
  - a) Group Interest Coverage Ratio: equal to or greater than 3.3x;
  - b) Group Leverage Ratio: equal to or less than 1.2x; and
  - c) ratio between the Group's Net Financial Position and EBITDA: equal to or less than 4.5x;
- (vi) relative to the obligation pursuant to paragraph (v) above, publish on the Issuer's website, within 10 (ten) Business Days of the date its financial statements are published pursuant to paragraph (x) below, a declaration signed by the Issuer's legal representative (and also by the Issuer's independent auditor or auditors, whichever is the case) that certifies compliance or a lack of compliance by the Issuer, as of the Valuation Date, with the Financial Parameters, including the calculations necessary to demonstrate said results (“**Declaration on Parameters**”);
- (vii) not establish, nor allow the creation of any Constraint, with the exception of the Allowed Constraints, and do all that reasonably necessary, within the limits of the powers and rights due to it in relation to the amount of its own equity investment, direct or indirect, to ensure that no Group company (other than the Issuer) establishes or allows the creation of a Constraint, with the exception of the Allowed Constraints;
- (viii) with the exception of the Allowed Operations, and without duplicating that envisaged in paragraph (iv) above, not sell, lease, transfer or otherwise dispose of any of its Assets;
- (ix) **(a)** publish on its website, within the Issue Date, the Issuer's annual financial statements and (when present) the Group's consolidated financial statements relative to the last two financial years previous to the Issue Date, with at least the last financial statements (both the individual and consolidated) having been subject to statutory auditing by an external auditor pursuant to Italian Legislative Decree 39 of 27 January 2010, as well as **(b)** submitting for statutory auditing by an external auditor pursuant to said Legislative Decree and publishing on its website, within 10 (ten) Business Days of the relative approval date, the Issuer's annual financial statements and (when prepared) the Group's consolidated financial statements, relative to each financial year subsequent to the Issue Date, until total repayment of the Bonds;
- (x) publish on its website, within 10 (ten) Business Days of the relative approval date, a copy of its interim financial statements (when prepared), both individual and consolidated;
- (xi) provide all necessary information and documents, as well as providing the utmost cooperation and doing all necessary (including allowing visits to the company), in order to allow Cerved to do annual

monitoring of the Rating assigned to the Issuer itself prior to the Issue Date, until the date on which the Bonds have been entirely repaid;

- (xii) promptly inform the Bondholders of the occurrence of any breach of the obligations undertaken by the Issuer pursuant to the Loan Regulations and/or any Significant Event;
- (xiii) promptly inform the Bondholders of the occurrence of any natural event, of a technical, administrative, corporate, or fiscal nature (including any request, claim, suit or threat made by third parties in writing, and any notices of findings relative to taxes) that could cause a Significant Prejudicial Event;
- (xiv) promptly inform the Bondholders of the arising of legal proceedings of any nature and/or any proceedings began by the Tax Authorities relative to the Issuer, on the condition that said proceedings could cause a Significant Prejudicial Event;
- (xv) not make, for any reason, a request to exclude the Bonds from trading on the ExtraMOT Pro Segment, nor permit or consent to said delisting;
- (xvi) observe all the provisions in the ExtraMOT Market Regulations, in order to avoid any sort of sanction proceedings, as well as the delisting of the Bonds themselves from the ExtraMOT PRO Segment based on a decision by Borsa Italiana;
- (xvii) diligently comply with all the commitments envisaged pursuant to the ExtraMOT Market Regulations, as well as all commitments made relative to Monte Titoli, in relation to centralised management of the Bonds;
- (xviii) promptly inform the Bondholders of any suspension and/or revocation of the Bonds from trading on the ExtraMOT PRO Segment based on an action by Borsa Italiana;
- (xix) maintain its real estate, machinery and equipment in good order, complying with the standard of good housekeeping, as well as stipulating and maintaining adequate insurance coverage with major insurance companies in relation to the same, in compliance with proper commercial practices and covering the risks usually insured within the sector in which the Issuer works;
- (xx) act so that the payment obligations deriving from the Bonds maintain at all times at least the same level as non-subordinate and unsecured payment obligations, present and future, with the exception of receivables that are privileged under the law;
- (xxi) ensure that its accounting records are correct, accurate, complete precise and not misleading in all significant aspects, as well as maintained regularly in compliance with applicable laws and accounting standards;
- (xxii) do all possible to maintain in effect the authorisations, patents, permits or licenses necessary to carry out the activities that make up Core Business, as they are carried out as of the Issue Date, in any case informing the Bondholders in writing of any circumstance, even if only threatened (including, by way of example, complaints made to the legal authorities), that places in danger the maintenance of said authorisations, patents, permits and licenses;
- (xxiii) publish on the Issuer's website, by the Issue Date, the rating note issued by Cerved for the Issuer, as updated each time by Cerved.

### **13. Financial Parameters**

#### **13.1 Violation of the Financial Parameters**

If the Issuer holds, on the basis of the results in the annual consolidated financial statements, that any one of the Financial Parameters has been violated as of the Valuation Date, it shall promptly notify the Bondholders (through publication of a Declaration on Parameters), which shall have the right to request early repayment of the Bonds based on the methods pursuant to Article 9 (*Early repayment in favour of the Bondholders*).

If the Bondholders hold that, on the basis of the results in the annual consolidated financial statements, that any one of the Financial Parameters have been violated as of the Valuation Date, they shall promptly inform

the Issuers via PEC and shall have the right to request early repayment of the Bond based on the methods pursuant to Article 9 (*Early repayment in favour of the Bondholders*), unless the Issuer disputes said violation in writing, by the fifth Business Day subsequent to receipt of said notification.

In the case the Issuer disputes the fact, determination of the Financial Parameters subject to the said dispute shall be assigned (upon a request made by the Common Representative, if appointed, or by the subject designated for said purpose by the Bondholders' Meeting) to a board, consisting of three auditors (or Independent Auditors), of which one appointed by the Issuer, one by the Common Representative (if appointed), or by the subject designated for said purpose by the Bondholders' Meeting, and the third one selected jointly by the first two appointed auditors, or if no agreement can be reached between these, by the Presiding Judge of the Court of Prato. The arbitration board appointed in this manner shall make its determination on the basis of that envisaged in the Italian Civil Procedural Code relative to binding arbitration. The location of the arbitration shall be Prato.

Costs relative to resolution of the dispute as described above shall be the responsibility of the losing party, it being understood that the Issuer accepts as of now to sustain said costs, in the case in which it is the losing party, up to a maximum amount of Euro 50,000.00 (fifty thousand and 00 cents).

The decision of the board as established above may be appealed, also for violation of legal rights relative to the merits of the case.

It is expressly understood that if the Common Representative (if appointed) or the subject designated for said purpose by the Bondholders' Meeting or the Issuer files a case with the ordinary courts, the counterparty shall have the right, with the penalty of invalidation within their statement of defence, to raise the objection of a lack of jurisdiction for the ordinary court based on the presence of the arbitration clause. Not raising said objection within the statement of defence excludes jurisdiction for arbitration solely relative to the dispute transferred in the case in question.

### **13.2 Presumed Violation of the Financial Parameters**

Prior to approval and publication of each annual consolidated financial statements (the “**Relative Financial Statements**”), the Issuer shall have the right, unless the exercising of said right conflicts with the legal and regulatory norms applying to the Issuer following the Listing, to notify the Bondholders, within 10 (ten) days of the date on which the Issuer becomes aware (also on the basis of estimates) of a possible violation of the Financial Parameters on the Valuation Date, that one or more Financial Parameters may not be respected with reference to the Relative Financial Statements (the “**Notification of Presumed Violation**”).

If the Issuer has issued a Notification of Presumed Violation, the Bondholders shall have the right to request early repayment of the Bonds based on the methods pursuant to Article 9 (*Early repayment in favour of the Bondholders*) within 90 (ninety) days of said publication. It shall be understood that:

- a) in the case in which the Bondholders have exercised their right to early withdrawal within the terms indicated above, the Issuer shall be held to early repayment of the Bonds even in the case in which the Relative Financial Statements and the Declaration on Parameters (both published subsequently by the Issuer in compliance with that envisaged in Article 12 [*Issuer Commitments*]), do not indicate the violation of Financial Parameters indicated in the Notification of Presumed Violation;
- b) in the case in which the Bondholders have not exercised their right to early withdrawal within the terms indicated above, the Issuer shall not be held to early repayment of the Bonds even in the case in which the Relative Financial Statements and/or Declaration on Parameters (both published subsequently by the Issuer in compliance with that envisaged in Article 12 [*Issuer Commitments*]), indicate the violation of Financial Parameters, except in the case in which said violation (x) involves Financial Parameters other than those indicated in the Notification of Presumed Violation and/or (y) involves the same Financial Parameters indicated in the Notification of Presumed Violation, but the violation is more serious than that indicated.

#### **14. Loan servicing**

Payment of interest and repayment of the capital for the Bonds shall be done exclusively through authorised intermediaries adhering to Monte Titoli.

#### **15. Admission for trading**

The Issuer has presented a request to Borsa Italiana to admit the Bonds for trading on the ExtraMOT PRO Segment.

Borsa Italiana's decision and the start date for trading of the Bonds on the ExtraMOT PRO Segment, as well as information functional to trading, are communicated by Borsa Italiana through a specific notice, pursuant to Section 11.6 of the Guidelines contained in the Extra MOT Market Regulations.

#### **16. Resolutions and authorisations relative to the Bonds**

The issuing of the Bonds was resolved by the Issuer's Board of Directors on 11 March 2014, as amended by the resolution of 9 April 2014 (the “**Issue Resolution**”). Specifically, the Issuer resolved to issue the Bonds for a total nominal value of up to a maximum of Euro 50,000,000.00 (fifty million and 00 cents).

#### **17. Amendments**

The Issuer may make amendments to the Loan Regulations that it holds necessary or even only expedient, without the need for prior consent from the Bondholders, for the sole purpose of eliminating material errors, ambiguities or imprecisions from the text, or in order to add to the same, on the condition that these amendments do not prejudice the interests and rights of the Bondholders and are solely to the advantage of the same and that the Bondholders are promptly notified of the changes, based on the methods envisaged in Article 22 below.

Without prejudice to that envisaged in the previous paragraph, the conditions pursuant to the Loan Regulations may be amended by the Issuer after written consent by the Bondholders' Meeting.

#### **18. Statute of limitations and expiry**

The rights of the Bondholders shall lapse in favour of the Issuer, with regards to the right to payment of interest, five years after the date on which they become collectable and, with regards to the right to repayment of capital, ten years after the date on which the Bonds become repayable.

#### **19. Tax regime**

The Bondholders are responsible for all present and future taxes and duties that apply to the Bonds by law and/or to the relative interest, premiums or other yields; no additional payment shall fall under the responsibility of the Issuer.

The Bondholders are held to consult with their own tax consultants relative to the tax regime applying in Italy relative to the purchase, holding and disposal of the Bonds.

#### **20. Bondholders' Meeting**

To protect their common interests, the Bondholders may convene in a meeting (the “**Bondholders' Meeting**”).

All costs relative to Bondholders' Meetings and the relative resolutions shall be the responsibility of the Issuer in the case in which the meeting was called by the Issuer and/or is the consequence of the violation of one of the Issuer's commitments pursuant to the Loan Regulations.

In compliance with article 2415 of the Italian Civil Code, the Bondholders' Meeting resolves:

- a) on the appointment and revocation of the common representative (the “**Common Representative**”);
- b) on amendments to the conditions of the Bond Loan;
- c) on proposed settlements;
- d) on the establishment of a fund for the expenses necessary to protect common interests and the relative accounting for the same; and
- e) other issues of common interest to the Bondholders.

All costs relative to the appointment and maintenance of the Common Representative (including the relative fees) shall be the responsibility of the Issuer.

The provisions pursuant to articles 2415 *et seq.* of the Italian Civil Code apply.

## **21. Applicable laws and jurisdiction**

The Bond Loan is governed by Italian law.

For any dispute relative to the Bond Loan or to these Loan Regulations, which may arise between the Issuer and the Bondholders, the Court of Prato shall have exclusive jurisdiction.

## **22. Sundry**

Without prejudice to any contrasting applicable provision, all notifications made to the Bondholders by the Issuer shall be considered to be valid if made through publication on the Issuer's website, at [www.estrspa.it](http://www.estrspa.it), and in compliance of the information requirements for the ExtraMOT Market.

Without prejudice to that envisaged in the previous paragraph, the Issuer's right to send certain notifications to the Bondholders also through Monte Titoli shall remain.

The subscription or purchase of the Bonds involves full acceptance of all the conditions established in these Loan Regulations which are understood to also completed by, for all that not envisaged herein, the legal and regulatory provisions in effect on the subject.

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