

Order no. 2900/2020 of 17/07/2020
General Court Docket no. 26945/2020

ROME COURT
BANKRUPTCY DIVISION

The Court, in the person of judges

Angela Coluccio	President - Rapporteur
Maria Luisa De Rosa	Judge
Daniela Cavaliere	Judge

meeting in chambers, issued the following

COURT ORDER

in the proceedings for the acceptance of the arrangement with creditors no. 63/2018, General Docket no. 26945/2020, containing opposition proceedings General Docket no. 27025/2020

between

ASTALDI S.P.A., represented and defended, also separately, in virtue of the brief and retainer set out at the foot of the application for acceptance of the arrangement with creditors, by lawyers Prof. Valerio Di Gravio, Francesco Gianni, Marco Annoni, Gabriella Covino and Silvio Lecca, and having elected domicile at the offices of lawyer Di Gravio at no. 85 Via Barnaba Oriani, Rome;

- the proponent -

AND

PATRIZIA PAMPANA and **CAROLINA GUAJANA**, represented and defended by the lawyer Prof. Alessio Di Amato and having elected domicile at his offices at no. 59 Via Nizza, Rome, in virtue of the briefs and retainers attached to the memorandum of appearance in opposition to acceptance of the arrangement with creditors

- the opponents -

AND

THE COURT-APPOINTED RECEIVERS for the arrangement with creditors: lawyer Vincenzo Mascolo, Mr. Enrico Proia and Mr. Piergiorgio Zampetti

The facts of the case

With an application pursuant to Section 161, paragraph 6, of

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the Italian Bankruptcy Law, filed on 28 September 2018, Astaldi S.p.A. submitted an application for admission to the procedure for an arrangement with creditors, reserving the right to submit the corresponding proposal and plan.

With an order of 17 October 2018, the Court granted the Proponent until 16 December 2018, a term subsequently extended to 14 February 2019, to file the proposal for an arrangement with creditors, the plan and the documents referred to in Section 161, paragraphs 2 and 3, of the Italian Bankruptcy Law, or to file an application for acceptance of the debt restructuring agreement, and appointed as Receivers lawyer Prof. Stefano Ambrosini, lawyer Vincenzo Ioffredi and Mr. Francesco Rocchi.

On 14 February 2019, Astaldi S.p.A. submitted a proposal for an arrangement with creditors on a going concern basis, which provided for the settlement in cash of preferential and pre-deductible debts, and the settlement of unsecured debts through the assignment of newly-issued listed Astaldi shares and of equity-related financial instruments.

The proposal foresaw:

(i) an injection of € 225,000,000.00 into the share capital of Astaldi S.p.A., on the part of Società Salini Impregilo S.p.a., in accordance with what had been indicated by the latter company in its irrevocable offer dated 13 February 2019, which would have enabled Salini Impregilo to become the new majority shareholder of Astaldi S.p.A.;

(ii) a further capital increase, to be made at the same time as the increase referred to in the previous point, this time consisting of a nominal sum of € 98,653,846.00, intended to serve the conversion of Astaldi's unsecured debts into shares;

(iii) the Company's continuation as a going concern, aimed at enhancing the value of the shares offered as payment to the Company's unsecured creditors;

(iv) the separation of a number of assets which were planned to be gradually sold off in the market, in some cases subject to completion of the same assets, the sale of which was designed solely for the benefit of unsecured creditors, and not for the benefit of Astaldi's shareholders.

With specific regard to this separation of assets, the Company had envisaged that the revenue from the sale of goods, company shareholdings and segregated rights in regard

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to Astaldi's other assets (net of the costs of valorisation and liquidation, and of any extraordinary, pre-deductible or senior debts exceeding the provisions established in the plan), would be for the benefit of unsecured creditors in virtue of the issue, by the proponent itself, of specific Equity-Based Financial Instruments (intended for unsecured creditors in proportion to their respective receivables), which were to include the right to receive said revenues net of tax.

With an order of 13 March 2019, the Court invited the proponent Company to file a scheme comparing the amounts concerned in the debts and liabilities arrangement with the flows expected to be available for creditors.

With an order of 19 April 2019, the Court requested further explanations, and called upon the parties pursuant to Section 162, paragraph 2, of the Italian Bankruptcy Law, to attend a hearing set for 19 June 2019.

At the hearing of 19 June 2019, convened pursuant to Section 162, paragraph 2, of the Italian Bankruptcy Law, the proponent filed the proposal, complete with a new plan for an arrangement with creditors and the corresponding certification (amended on the basis of the observations made by the Court and subsequently supplemented, on 16 July 2019, 20 July 2019 and 2 August 2019).

Astaldi S.p.A.'s new proposal for an arrangement with creditors on a going concern basis, as provided for by Section 186-bis of the Italian Bankruptcy Law, following the aforementioned additions and amendments, foresees:

- (i) the continuation of the company's operations, with the sole exception of certain specifically identified assets, to be included in the Dedicated Assets under Article 2447-bis of the Italian Civil Code, which are to be sold off;
- (ii) an increase of € 225,000,000.00 in cash in Astaldi S.p.A.'s capital, reserved for WeBuild S.p.A. (formerly Salini Impregilo S.p.A.), which has undertaken to subscribe said capital increase irrevocably, but subject to the final acceptance of the arrangement with creditors, without any option right on the part of the existing shareholders. The issue price of each share is set at € 0.23;
- (iii) a further capital increase of € 98,653,846.00, intended to serve the conversion of the Company's unsecured

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debts into shares (on the basis of a ratio of 12.493 shares to each 100 euro of verified or potential unsecured amounts due from Astaldi). The issue price of each share is set at € 0.23;

(iv) Astaldi's issue of Equity-Based Financial Instruments (EFI) designed to provide Astaldi's unsecured creditors with the net revenue from the gradual divestment of assets that are separately convertible to cash, part of which are held directly by Astaldi and part of which are held by the company Astaldi Concessioni (100% owned by Astaldi), the partial demerger of which had been provided for.

As a result of the capital increases of € 225,000,000.00 and € 98,653,846.00, Webuild S.p.A. (formerly Salini Impregilo S.p.A.) will own 65% of share capital, while unsecured creditors will own 28.50% thereof, and Astaldi's current shareholders will own 6.5%.

The plan for an arrangement with creditors establishes that said arrangement shall be considered fulfilled:

- (i) following the payment, in cash, of any pre-deductible and senior debts;
- (ii) subject to the assignment of newly-issued shares to unsecured creditors in the aforementioned measure;
- (iii) subject to the assignment of EFIs to unsecured creditors in the measure established by the plan.

The plan also establishes that:

- pre-deductibles and operating costs are to be covered in full, as they fall due, and as regards the pre-deductible debt relating to those loans taken out pursuant to Section 182-*quinquies* of the Italian Bankruptcy Law, by means of the refinancing of the debt;
- senior debts are to be paid in full (within the limits of the value of the goods covered by the guarantee) within one year from acceptance of the arrangement with creditors;
- tax debts and social security debts are to be paid in cash within one year from acceptance of the arrangement, insofar as regards the senior portion of said debts, and subject to the same terms and conditions (assignment of shares and EFIs) foreseen for the payment of other unsecured creditors, insofar as concerns the unsecured portion of said debts, all of which being specified in greater detail in the proposals for settlement of tax and social security payables pursuant to Section 182-*ter* of the Italian Bankruptcy Law;

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- unsecured creditors' claims are to be met through the assignment of (i) newly-issued listed Astaldi shares, on the basis of a ratio of 12.493 shares to each 100 euro of receivables; (ii) Equity-Based Financial Instruments, which shall give creditors the right to a share of the net revenue from the sale of those assets comprised in the collection of assets to be sold off, and shall be assigned to creditors in the measure of 1 Equity-Based Financial Instrument per Euro of credit due to such creditors. The assignment of shares and EFIs to creditors shall be completed within 120 days as from acceptance of the arrangement with creditors. The Plan makes no provision for the settlement of junior debts.

With an order dated 5 August 2019, the Court, having acknowledged the explanations and specifications set out in the proposal for an arrangement with creditors submitted by the Company, and of the favourable opinion expressed by the Public Prosecutor on 24 July 2019 and confirmed on 30 July 2019, declared the procedure for Astaldi S.p.A.'s arrangement with creditors open, ordered the creditors to be convened before the Bankruptcy Judge at a hearing to be held on 6 February 2020, and appointed lawyer Prof. Stefano Ambrosini, lawyer Vincenzo Ioffredi and Mr. Francesco Rocchi, as receivers.

During the course of the arrangement procedure, the Court, having admitted the Company's requests, issued a number of orders of particular significance in terms of their financial and capital effects, and of their impact on the general and operating aspects of business continuity and of the proposed plan (in particular, it authorised pre-deductible loans pursuant to Section 111 of the Italian Bankruptcy Law, accepted the proposal for the restructuring of Chilean debts, and authorised the acquisition or continuation of new job orders, or in any case relevant acts of extraordinary administration on a going-concern basis.

In consideration of Mr. Francesco Rocchi's resignation from his position as court-appointed receiver, submitted on 31 October 2019, and of the subsequent dismissal of the lawyer Prof. Stefano Ambrosini on 20 November 2019, and thus the need to replace said receivers, the Court issued an order on 21 November 2019 appointing lawyer Vincenzo Mascolo and Mr. Piergiorgio Zampetti to replace them. Subsequently, following the resignation from his position as court-appointed receiver of lawyer Vincenzo Ioffredi on 2 December

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2019, the Court issued an order on 3 December 2019 appointing Mr. Enrico Proia as receiver to replace lawyer Ioffredi.

The new body of court receivers then began to write up the report referred to in Section 172 of the Italian Bankruptcy Law.

The Court, upon request from the court-appointed receivers, rearranged the meeting of creditors originally set for 6 February 2020, for 26 March 2020, and in view of the considerable number of addressees, authorised, pursuant to Section 171, paragraph 3, of the Italian Bankruptcy Law, that the notice of said meeting be published in full in a number of Italian and foreign newspapers, in the latter case in the corresponding languages concerned.

As a result of the COVID-19 health emergency, the Court accepted the proponent Company's motion, and issued an order on 23 March 2020 recognising the urgent requirement as per Section 83, paragraph 3, letter a), of Italian Decree Law no. 18 of 17 March 2020, and fixing the meeting of creditors for 9 April 2020, to be held using remote electronic means.

On 9 April 2020 a meeting of Astaldi S.p.A.'s creditors was held, and as a result of the votes cast prior to, and during the course of, said meeting, as well as during the twenty days thereafter, the proposed arrangement with creditors was approved, pursuant to Section 178 of the Italian Bankruptcy Law, by the majority of those creditors allowed to vote.

The votes in favour of said proposal represented a total of € 2,094,019,700.21 that is 69.4% of the total claims of those having the right to vote (€ 3,017,183,666.71), while total votes against the proposal amounted to € 795,968,184.63, representing 26.38% of the claims of those entitled to vote.

With an order issued on 4 May 2020, the Court declared its approval of the proposal submitted by Astaldi S.p.A., and, pursuant to Section 180 of the Italian Bankruptcy Law, set a hearing for 23 June 2020 for the acceptance of the arrangement with creditors, and ordered the Company to give notification of the order to the Court-Appointed Receivers and to the dissenting creditors.

On 10 June 2020, Astaldi S.p.A. filed an application for the acceptance of the arrangement.

On 11 June 2020, Mrs. Patrizia Pampana and Mrs. Carolina

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Guajana appeared in court in the proceedings for the acceptance of the arrangement, filing a brief in which they signalled their opposition, as contained in General Docket no. 27025/2020. On 17 June 2020, the Court arranged for the hearing regarding the proceedings brought by Mrs. Pampana and Mrs. Guajana opposing the acceptance proceedings, and granted Astaldi S.p.A. until 20 June 2020 to file any defensive briefs.

At the hearing of 23 June 2020, the proponent insisted on acceptance of the arrangement, and the opponents, while referring to the brief, requested a short period of time during which to evaluate the offer submitted during the hearing by WeBuild S.p.A.

The Court reserved its decision on the application for acceptance of the arrangement, and granted a term to the opponents within which they could waive their opposition.

On 24 June 2020 the opponents filed a deed of waiver of opposition.

As a matter of law

As a preliminary matter, the opposition proceedings brought by PATRIZIA PAMPANA and CAROLINA GUAJANA against ASTALDI S.P.A. are hereby declared abated, and a provision is made for the repayment in full of the costs of proceedings, bearing in mind the "Deed of waiver of opposition to acceptance of an arrangement with creditors" filed by the opponents on 24 June 2020, and the concurrent acceptance thereof by Astaldi S.p.A.

As a further preliminary matter, it should be pointed out that all of the formalities provided for by Section 180 of the Italian Bankruptcy Law, regarding notification of the order establishing the date for the hearing on acceptance of the arrangement, have been complied with in full. In fact, the proponent notified said order in the following ways:

- to dissenting creditors of Italian nationality, by certified e-mail;
- to dissenting creditors of foreign nationality, by sending an envelope containing the order of 4 May 2020 and the corresponding translation thereof in the recipient's language, by international courier, with advice of receipt of delivery, subject to the Court's authorisation dated 8 May 2020;
- to all other unsecured creditors not expressly

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dissenting, by public notices pursuant to Article 150 of the Italian Code of Civil Procedure, as authorised by the President of the Court with order dated 20 May 2020.

In this regard, the following is observed.

As far as concerns the acceptance of the arrangement with creditors, while any judgement regarding the economic convenience of the proposal is precluded, the Court must proceed to control the substantial legitimacy of such, as it is tasked with safeguarding the public interest.

In fact, although an arrangement with creditors is essentially of a contractual character, the corresponding legislation points to clear manifestations of its public-law aspects, suggested by the evident need to take account of the interests of persons who in theory are not party to the proposal, but are nevertheless exposed to the effects of its approval when such is not shared by all concerned; this is achieved through the establishment of a series of mandatory procedural rules designed to ensure the correct formation of the agreement between debtor and creditors, and through the reinforcement of the court's powers as guarantor (the United Chambers of the Italian Supreme Court of Cassation, decision no. 1521 of 2013).

The Court's control during the phase of acceptance of the arrangement with creditors, thus consists in: - verification of the legal feasibility of the plan (that is, ensuring that there are no impeding reasons in law, such as the liquidation of third-party assets or any other unlawful circumstance); - the evaluation of the plan's actual capacity to guarantee achievement of the procedure's purpose, that is, to ensure that the claims of unsecured creditors are satisfied, even if only partially.

This necessarily entails the examination by the Court not only of the fact that the procedure meets the requirements of regularity, but also of the legal feasibility of the arrangement plan.

In fact, according to the Court the limitation of the interests of those persons involved, compared to those of the firm, in emerging from the state of crisis, can only be justified in practice if the following two conditions are met: a) the procedure is conducted in accordance with the

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legislator's requirements, that is, by permitting creditors firstly to vote when they are aware of (or have had the opportunity to become aware of) all of the information required for such purpose, and then to express any reservations they may have in the acceptance proceedings; b) the consequent settlement is made with the achievement of the dual purpose pursued in initiating said procedure, that is, on the one hand that of overcoming the firm's critical situation (thus ending its negative financial period), and on the other hand that of paying the firm's creditors at least a part of those amount due to them within a reasonably short period of time.

Having established this, the Court, after examining the procedural matters described in the introductory part of this decision, hereby deems, firstly, that the procedure has been carried out in a regular manner.

With an order issued pursuant to Section 163 of the Italian Bankruptcy Law, having ascertained that the requirements of Sections 160 and 161 of the Italian Bankruptcy Law have been met, Astaldi S.p.A. was admitted to the arrangement with creditors.

Also on this occasion, having re-examined the documents filed with the court, and in the absence of any new information which would require a rethinking of what was previously expressed, the previously-established findings regarding the admissibility of the procedure are confirmed here.

The Court-Appointed Receivers have filed their report pursuant to Section 172 of the Italian Bankruptcy Law, and upon completion of voting, a majority of unsecured claims with voting rights has been obtained for the approval of the arrangement with creditors.

In regard to this, it should be observed, in fact, that the majorities pursuant to Article 177 of the Italian Bankruptcy Law have been obtained.

This provision of law states that: *"The arrangement shall be approved by those creditors representing the majority of claims having voting rights"*, and establishes that *"The following are excluded from the voting process and thus from the calculation of the majorities in question: the debtor's spouse, his/her relatives and family members up to the fourth degree of kinship, the company that controls the debtor*

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company, the debtor company's subsidiaries and those companies under joint control, as well as the transferees or awardees of their receivables in the year prior to the arrangement proposal".

In the case in hand, none of the voting creditors involved belongs to the categories excluded from voting and from calculation of the majorities.

In fact, those categories do not comprise the banks that are shareholders of Webuild S.p.A. (formerly Salini Impregilo S.p.A.), or Astaldi S.p.A.'s creditors who have undertaken to provide the proponent with the funding of around € 600 million for the *Progetto Italia* (Project Italy) transaction. Moreover, even if there were a conflict of interest among such creditors, in any case the entity of the amounts due to them should have been deducted, for the purposes of verification of the existence of a majority, also from the total of those entitled to vote.

In fact, the voting produced the following outcome:

- the total amount due to the unsecured creditors entitled to vote was € 3,017,183,666.71;
- the majority required for approval of the proposal amounted to € 1,508,591,833.37;
- the proposal for the arrangement with creditors was approved by persons having claims totalling € 2,094,019,700.21.

Had the aforementioned persons, possessing total claims amounting to € 911,386,748.13, been excluded from voting, and thus from the total of those entitled to vote, the following results would have been obtained:

- the total amount due to the unsecured creditors entitled to vote would have been € 2,105,796,918.58;
- the majority required for approval of the proposal would have amounted to € 1,052,898,459.29;
- the proposal for the arrangement with creditors would have been approved just the same, since it would have been voted for by persons having claims totalling € 1,182,632,952.08.

Thus the arrangement with creditors would have been approved just the same. Therefore, the procedure for an arrangement with the creditors of Astaldi S.p.A., was conducted properly and was approved by 69.40% of the total claims with voting rights.

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From another point of view, the proposal for an arrangement with creditors advanced by Astaldi S.p.A. did not make any provision for the subdivision of creditors in different classes, since it guaranteed all creditors the same treatment: that is, the payment in cash of the claims of preferential creditors, and the offer of a collection of shares and equity-based financial instruments to unsecured creditors.

The proposal formulated in the aforesaid manner does not contravene any provision of law, insofar as the law does not require the formation of classes; nor does it establish any specific criterion governing the subdivision of unsecured creditors, but simply states that if classes of creditors are established, they must be composed "*according to homogeneous legal standing and economic interests*".

In any case, there is no sign either of any uneven treatment insofar as the arrangement proposal in question guarantees the same treatment to creditors of the same type: that is, the payment in cash of the claims of preferential creditors, and the offer of a collection of shares and equity-based financial instruments to unsecured creditors.

With regard to the treatment reserved for the financing shareholder Fin.Ast. S.r.l., the following should be noted. In principle, the subordination of claims implies the prohibiting of repayment of a junior debt until all other creditors have been paid.

In the case of an arrangement with creditors on a going-concern basis, however, the debtor company may provide for the repayment of creditors within the framework of a plan, and upon fulfilment of the obligations undertaken in the proposal (in theory accepted by the creditors in the forms required by law, and approved by the Court), it remains in any case the owner of assets and legal relations, both active and passive, including any junior debts.

Therefore, although junior debts cannot be settled within the framework of an arrangement with creditors on a going-concern basis, such debts shall not be considered discharged, and they may be settled after complete fulfilment of the obligations under the arrangement with creditors.

Consequently, the shareholder possessing a subordinated receivable is fully entitled to continue to possess said receivable.

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As regards Astaldi S.p.A.'s shareholders maintaining a 6.5% quota share of capital, it should be pointed out that the power granted to debtors, under Section 186-*bis* of the Italian Bankruptcy Law, to formulate a proposal for an arrangement with creditors that does not provide for any sale of company assets, or that only provides for the partial sale of such assets, represents one of the cases of legal limitation of liability permitted by Article 2740, paragraph 2, of the Italian Civil Code, according to which "*limitations of liability are not admissible apart from in those specific cases established by law*".

The limit of the aforesaid departure lies in the demonstration, by the proponent, that the continuation of business operations is in the best interests of its creditors. In other words, the enterprise proposing the arrangement with creditors will be permitted to continue operating and to maintain its assets, or a part thereof, insofar as it is capable of demonstrating that this would be in the interests of those creditors concerned by the arrangement.

In the case in hand, Astaldi S.p.A. proposed an arrangement with creditors foreseeing the company continuing as a going concern which, as the Court-Appointed Receivers confirmed in their report drawn up pursuant to Section 172 of the Italian Bankruptcy Law, would be more beneficial to the creditors than the alternative option of the company being wound up. Thus the provision contained in Section 186-*bis* of the Italian Bankruptcy Law was complied with, and the departure from Article 2740 of the Italian Civil Code did not in any way prejudice the creditors' claims. On the contrary, as previously mentioned the offer of an arrangement was more beneficial than the selling off of the company's entire assets.

Finally, it should be pointed out that the entire procedure was carried out regularly.

On the basis of the votes cast, the majority required for approval of the arrangement was reached.

Astaldi S.p.A.'s proposal for an arrangement with creditors was in fact approved by 69.40% of the claims admitted to voting.

Therefore, the arrangement with creditors has to be accepted.

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Specific attention should be paid to the forms of implementation of supervision of the arrangement's execution, pursuant to Section 185 of the Italian Bankruptcy Law.

As is known, Section 186-*bis* of the Italian Bankruptcy Law does not contain any specific provisions governing the phase of execution of an arrangement with creditors on a going-concern basis.

Therefore, reference has to be made to the general rules contained in Section 185 of the Italian Bankruptcy Law, which entrusts supervision to the Court-Appointed Receiver, and tasks the Court with indicating, in the acceptance order, any specific forms thereof, without however predetermining the content thereof.

In the case in hand, moreover, account must be taken of the particular nature of the proposed arrangement, which is mainly based on the company continuing as a going concern, with the provision that the creditors' claims shall be satisfied partly through the use of the resources deriving from the capital increase (in the case of pre-deductible costs and preferential creditors), and partly through the assignment of newly-issued shares and Equity-Based Financial Instruments (in the case of unsecured creditors) at the time of final acceptance of the arrangement.

As we all know, acceptance of the arrangement is followed by the so-called "mitigated divestment" of the proponent, covered by the provisions of Section 167 of the Italian Bankruptcy Law, and the debtor reacquires full power over, and the full disposition, of its assets. Nevertheless, the subsequent operation of the company remains necessarily aimed at the realisation of the arrangement plan in virtue of the fulfilment of those obligations undertaken in favour of the company's creditors with the approved proposal.

In this situation, therefore, the aforementioned (re)expansion of the company's management powers must be tempered by the purposes of the arrangement procedure. Thus, bearing in mind also the values of the plan and the complexity of the management and reorganisation of Astaldi S.p.A., the acceptance order must establish appropriate measures rendering the Court-Appointed Receivers' supervisory powers effective, and thus afford genuine protection to the creditors as a whole in advance, compared with any individual actions.

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Thus specific requirements to be met by the proponent Company must be established, and at the same time the Court-Appointed Receivers must be granted appropriate powers over the course of execution of the Plan, without this resulting in said Receivers' interfering in the management of the Company.

Firstly, given the detailed controls carried out by the Court-Appointed Receivers in regard to the debts and liabilities of the voluntary arrangement for the purposes of the report drafted pursuant to Section 172 of the Italian Bankruptcy Law, and given the formation of the list of creditors admitted to voting, it would appear opportune to task the Court-Appointed Receivers with verification of the List of Creditors drawn up by the Company, which must be rectified on the basis of said Receivers' observations, and then sent to the creditors concerned. This verification process could also be of help in the event of any subsequent objections raised within the context of legal action.

Secondly, moving on more specifically to the execution of the proposal, also the required delivery of the shares and the Equity-Based Financial Instruments should take place under the Court-Appointed Receivers' supervision, in the manner referred to in the decision purview.

The sums to be paid to the creditors shall be subdivided, in accordance with the provisions of the proposed arrangement with creditors, on the basis of periodical payment plans drawn up by the Company, which must be notified beforehand to the creditors and to the Receivers, and endorsed by the latter; the corresponding payments shall be made directly by the Company following endorsement by the Receivers, who shall be informed of the payments made within 15 days.

The handling of litigation, which remains the proponent's responsibility, shall be subjected to the Court-Appointed Receivers' supervision and control, on the basis of regular reports containing the specific section in question, as specified below.

The Company shall also comply with certain specific obligations regarding notification of the Court-Appointed Receivers; more specifically, it shall promptly inform said Receivers of any circumstances, including those of a management character, that may be relevant for the purposes of implementation of the Plan, and of any actions taken to avoid or limit any negative effects of such circumstances. It shall also provide them with regular and specific

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information-providing, anticipatory and final reports. In particular, it shall send quarterly reports to the Court-Appointed Receivers summarising the main aspects of the activities carried out, also in regard to operative matters. Furthermore, given that the arrangement does not consist in the transfer of assets to creditors, but only in the sale of certain specifically-identified assets which shall be included in the Dedicated Assets under Article 2447-*bis* of the Italian Civil Code, there is no need for the Court to appoint a liquidator.

To this end, in the application for acceptance of the arrangement with creditors, the proponent placed emphasis on the fact that on 24 May 2020 it resolved to constitute dedicated assets pursuant to Article 2447-*bis* ff. of the Italian Civil Code, with effect as from acceptance of the arrangement with creditors, with the appointment of Mr. Claudio Sforza, an independent professional who meets the requirements set out in the Plan and the Proposal, as verified by the Court-Appointed Receivers in their report drafted pursuant to Section 172 of the Italian Bankruptcy Law, as representative responsible for the management and liquidation of the dedicated assets, whose duties and powers were established by the regulations attached to the resolution in question.

Now, therefore, having established that the only objection filed has been waived, and therefore that the present order is pronounced in the absence of any opposition as provided for by Section 180, paragraph 3, of the Italian Bankruptcy Law, and having verified the regularity of the procedure and the outcome of voting, the arrangement with creditors shall be accepted by an order not subject to challenge.

FOR THESE REASONS

The Court

HEREBY DECLARES

the opposition proceedings brought by PATRIZIA PAMPANA and CAROLINA GUAJANA against ASTALDI S.P.A. abated, and orders the repayment in full of the costs of proceedings

ACCEPTS

the arrangement with creditors no. 63/2018 proposed by

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Astaldi S.p.A., with registered offices in Rome at no. 65
via Giulio Vincenzo Bona (Tax Code 00398970582)

ESTABLISHES

the following methods of execution of the proposed arrangement with creditors and of supervision of compliance:

1. The Court-Appointed Receivers shall constantly monitor the precise implementation of the arrangement, and shall verify that the actions taken comply with the acceptance order and the applicable provisions of law, and satisfy creditors' interests, and they shall report to the Court any circumstance that may prejudice the creditors; should they discover that the debtor is not performing those actions required to execute the proposal, or is delaying its execution, they shall report this to the Court accordingly;

2. In regard to the debts and liabilities of the voluntary arrangement with creditors, the Company shall send a list of creditors to the Court-Appointed Receivers, by 15 September 2020, detailing the corresponding amounts due to them and the grounds for pre-emption; following receipt of any observations by the Court-Appointed Receivers, and having carried out any adjustments necessary, the Company shall send the list to the Court-Appointed Receivers, who in turn shall transmit it to the creditors in the manner provided for by Section 31-bis of the Italian Bankruptcy Law;

3. With regard to the capital increase, the Company shall promptly inform the Receivers of the decision of the shareholders' meeting to increase capital, and of the actual implementation of said decision. The Court-Appointed Receivers shall notify the Court thereof within 30 days thereafter. The Receivers shall constantly monitor all transactions related to the capital increase and to the assignment of Shares to the Company's unsecured creditors.

4. In regard to the assignment of Shares and of Equity-Based Financial Instruments to unsecured creditors, to be completed within 120 days following publication of the present order, in accordance with the resolution to increase capital and with the Regulations attached to the resolution to constitute the category of dedicated assets, the Company shall notify the Court-Appointed Receivers, within 30 days, of completion of the transactions, and shall send them a list of the names of the receiving creditors together with

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the relevant amounts. Within the following 30 days, the Receivers shall notify the Court, on the basis of the documents received, of the assignment of the shares and the equity-based financial instruments;

5. The distribution of sums to the creditors for pre-deductible debts as they become due, and to preferential creditors within one year of publication of this order, shall take place in the form of monthly allocations arranged by the Company, details of which must be notified beforehand to the creditors and to the Receivers, who shall endorse them accordingly; the corresponding payments shall be made directly by the Company following endorsement by the Receivers, who shall be informed of the payments made within 15 days;

6. The Company, provided that it is not required to request authorisation to manage the assets and continue operating on a going-concern basis, shall send a quarterly report to the Court-Appointed Receivers summarising the development of the plan and the main aspects of operations. The report shall also contain an update on the pending legal action for an amount equal to, or greater than, € 1,000,000.00, and on the findings of the proceedings for the assessment of the claims of creditors concerned by the arrangement, regardless of the amount of such claims.

ORDERS

that the Receivers be given access to the Company's premises, corporate and accounting records, and administrative and bank documents, in order that they may carry out the due controls regarding the execution of the arrangement plan, with the warning that the Court must be promptly notified of the discovery of any circumstance prejudicial to the interests of the creditors admitted to the arrangement and to compliance with the arrangement proposal, in order that any necessary action be taken to obtain termination of the arrangement with creditors

RESERVES

for the Bankruptcy Judge the right to take any appropriate measure and to authorise any further, diverse activity, not specifically provided for in the foregoing points, that becomes necessary during implementation of the arrangement. Within 90 days of full implementation of the arrangement,

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notification of which shall be given by the Court-Appointed Receivers (or following payment in full of the amounts due to creditors for pre-deductible debts and preferential debts, and following the assignment of shares and Equity-Based Financial Instruments to unsecured creditors), the Company shall file the final statement with the Court Clerk's Office, complete with documents certifying the payments made to the creditors admitted to the arrangement, which shall then be sent to all creditors pursuant to Section 31-*bis* of the Italian Bankruptcy Law, subject to the Receivers' opinion;

INSTRUCTS

the Court Clerk's Office to notify the present order to the proponent Company, to the Court-Appointed Receivers, and to the Public Prosecutor, and to publish it in the forms required by Section 17 of the Italian Bankruptcy Law;

INSTRUCTS

The Court-Appointed Receivers to notify this order to all creditors in the forms required by Section 31-*bis* of the Italian Bankruptcy Law

Roma, 15.7.2020

The President-Rapporteur

Angela Coluccio