



Press Release

**AUTOSTRADA PER L'ITALIA: NO BREACH OF CONTRACT ARISES FROM THE REPORT OF THE MINISTERIAL COMMISSION AS ANTICIPATED BY THE PRESS**

**INFRINGEMENT OF DUTY OF CUSTODY IS AN ERRONEOUS AND INAPPLICABLE CHARGE**

**THE SAME REPORT CONFIRMS, IN THE HYPOTHETICAL REVOCATION, THE EXISTENCE OF THE INDEMNITY**

Rome, 1 July 2019 – Atlantia informs that Autostrade per l'Italia (ASPI) has not received any formal communication with regard to the on-going ministerial procedure and it has learned just from press articles of the existence and the content of the report from the commission appointed by the Ministry of Infrastructure and Transport.

ASPI rejects the practice of releasing to the press excerpts from such report in a distorted and partial way even before it is made available to the company as requested by the administrative procedure in place.

From those excerpts no dangerous infringements of the duties of maintenance provided by the concession contract seems to arise. In addition the alleged breach of the duty of custody as per art. 1177 of the civil code would represent an erroneous and inapplicable charge in such case, given that the infrastructure will be reverted to the State at the expiry of the concession as a result of the reconstruction subcontracted by the special Commissioner of Genoa entirely funded by ASPI.

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With regard to the allegations reported by the press about an hypothetical riskiness of other assets of the network, ASPI firmly remarks that its safeness has been confirmed also by further inspections made by leading third parties.

ASPI remains strongly committed to guarantee the highest safety standards that after the company's privatization tangibly contributed to the improvement of the safety level of traffic along its network.

In order to restore a fair information it must be stated that the concession contract provides the payment of an indemnity equal to the fair value of the concession and calculated according to the criteria expressly provided therein even in the hypothetical rejected case of an early termination of the concession. The existence of such payment obligation, as reported by the press, is confirmed also by the same report the the commission.

Lastly the internal or external causes of the tragedy are still unknown and the access to the documents of the crime scenes and facts are still incomplete.