INVITATION TO SUBMIT PURCHASE OFFERS

The undersigned Extraordinary Commissioners of Alitalia - Società Aerea Italiana S.p.A. in extraordinary administration (hereinafter "*Alitalia*")

WHEREAS:

- Alitalia owns one (1) General Electric aircraft engine model CF34-8E5, bearing manufacturer's serial number 193164 (hereinafter referred to as the "*Engine*")**;**
- the Engine is among the assets of the Extraordinary Administration procedure qualified as not strictly functional to the exercise of the business activity whose liquidation has been envisaged pursuant to the program of the Extraordinary Administration, as lastly amended by authorization of the Ministry of Economic Development (now known as "*Ministry of Enterprises and Made in Italy*") on 14 October 2021;
- in accordance with the provisions of the authorized program, it is in the interest of the Procedure to pursue the sale of the Engine at the best market conditions;

INVITE

any interested party to submit its best binding offer for the purchase of the Engine within the 27th day of November 2026 to the email address amministrazionestraordinaria.pec@gruppo.alitalia.it.

The binding offers shall be unconditioned and irrevocable until the 31st day of March 2027.

The binding offers shall include the offeror's representation that the offer is in compliance with any anti-bribery, anti-terrorism, export control, economic sanction or anti-money laundering legislation applicable to the transaction. The sale and purchase agreement shall include detailed representations and warranties in that respect.

The interested parties may request information to the email address amministrazionestraordinaria.pec@gruppo.alitalia.it.

The Engine may be inspected at cost of the interested party subject to prior appointment.

The available technical documentation will be accessible through a server.

The parties interested in inspecting the Engine or its technical documents shall fill-in and submit the form "*Customers General Declaration_company and legal entity_GDPR*" (that will be made available in the server) to the email address amministrazionestraordinaria.pec@gruppo.alitalia.it as attachment to the binding offer.

The sale and purchase of the Engine shall be in "AS IS WHERE IS WITH ALL FAULTS" condition and shall take place in accordance with terms and conditions set forth in the form of notarial sale and purchase agreement published on the website of the Procedure (www.amministrazionestraordinariaalitaliasai.com) in the section concerning this invitation. Copy of such form of notarial sale and purchase agreement shall be initialled on each page by any bidder as evidence of full and unconditional acceptance of the relevant terms and conditions and then attached to the binding purchase offer.

The price offered for the purchase of the Engine shall be increased by VAT, if applicable, and shall not, under any circumstances, be subject to any reduction, withholding or compensation of any nature whatsoever and for any title or cause whatsoever.

Each binding offer shall be assisted by a security deposit equal to 10% (ten per cent) of the offered price to be paid to the bank account of the Procedure, IBAN: IT88I0306949633161009379441. The security deposit shall be returned to any unsuccessful bidders within 10 (ten) business days from the signing of the notarial sale and purchase agreement with the successful bidder.

The closing of the transaction shall be subject to the specific authorization of the Ministry of Enterprises and Made in Italy, also taking into account the congruity of the offered price.

Should there be multiple bids, an upward competition may be held between the bidders, subject to the authorization of the Ministry of Enterprises and Made in Italy.

The publication of this invitation and the receipt of purchase offers by the Extraordinary Administration shall not constitute an obligation on or commitment by the latter to follow up on this

invitation *vis-à-vis* the applicants and/or bidders, nor grounds for any claims by the same against the Extraordinary Administration.

The Extraordinary Administration reserves the right not to proceed, at any time, with this invitation and/or to collect binding offers, as well as to suspend, interrupt and/or modify the terms and conditions of this invitation and the Engine sale proceeding, or to extend the terms for the submission of applications to access the server and of the offers, and the applicant entities shall not be entitled to make any claim whatsoever for damages or indemnity against the Extraordinary Administration, nor for any other purposes, including the costs incurred.

Alitalia - Società Aerea Italiana S.p.A. in extraordinary administration

The Extraordinary Commissioners