



WORLD DUTY FREE S.P.A.

INFORMATION DOCUMENT

(drawn up in accordance with article 84-bis of Consob Regulation 11971 of 14 May 1999 and subsequent amendments)

RELATING TO THE INCENTIVE PLAN FOR EMPLOYEES AND DIRECTORS WHO PERFORM PARTICULAR DUTIES WITHIN THE WORLD DUTY FREE GROUP, BASED ON THE AWARDING OF PHANTOM STOCK OPTIONS, REFERRED TO AS:

" PHANTOM STOCK OPTION PLAN 2014"

IMPORTANT NOTE

This is a courtesy translation with no legal value. In case of discrepancy, the Italian version should prevail

INTRODUCTION

On 3 April 2014, the Board of Directors of World Duty Free S.p.A. (**hereinafter "WDF" or the "Company"**), approved, upon proposal by the Human Resources Committee and with the favourable opinion of the Board of Auditors, and also in accordance with article 2389 of the Italian Civil Code — under the terms set out below — the regulation of the incentive plan based on financial instruments for employees and directors who perform particular duties within the Company and within companies controlled directly or indirectly by it within the meaning of article 2359 of the Italian Civil Code (the **"Subsidiary Companies"** and, jointly with the Company, the **"Group"**), called *"Phantom Stock Option Plan 2014"* (the **"Plan"**), to be submitted for approval to the Assembly of Shareholders convened, at a single meeting, on 14 May 2014.

This information document has been drawn up in accordance with article *84-bis* of the regulation adopted by Consob with decision no. 11971 of 14 May 1999, as subsequently amended (the **"Issuer's Regulation"**) in the application of the Legislative Decree no. 58 of 24 February 1998, (the **"TUF"**) and consistent with the information contained in Scheme 7 of Annex 3A of the Issuer's Regulation.

The information provided in Scheme 7 of Annex 3A of the Issuer's Regulation that is not contained in this information document shall be provided, if available, during the implementation phase of the Plan, according to article *84-bis*, par. 5 letter a), of the Issuer's Regulation.

It should be noted that, for the purposes of the detailed information contained herein, the Plan must be considered as "of particular relevance" within the meaning of article 114-bis, paragraph 3, of the TUF and of article 84-bis, paragraph 2, of the Issuer's Regulation.

This information document, as well as the report by the directors, prepared within the meaning of articles *114-bis* and *125-ter* of the TUF and of article 84-ter of the Issuer's Regulation are publicly available at the Company's legal office and on the website www.worlddutyfreegroup.com.

DEFINITIONS

For the purpose of this information document, the terms specified below have the following meaning:

WDF or Company	World Duty Free S.p.A., with its legal office in Novara, via Greppi 2.
Shares	The ordinary shares of the Company.
<i>Bad Leaver</i>	<i>Bad Leaver</i> circumstances are specifically indicated in the Application Form.
Beneficiaries	The employees and/or directors who perform particular duties in the Company (including the non-executive director who performs the role of Chair of the Board of Directors) or of the Subsidiary Companies, to whom the options will be offered, who will be selected with the final decision of the Board of Directors, who hold strategically relevant roles or who are involved in the <i>management</i> of the Company or the Subsidiary Companies with a view to creating value.
<i>Cap</i>	The maximum total amount of the Award obtainable by any Beneficiary (even if awarded in several solutions) as a result of the exercise of the Options for each <i>Wave</i> . The <i>Cap</i> applicable to each Beneficiary will be determined - with final decision - by the Board of Directors and will be stated on the corresponding Application Form and expressed in Euros.
Change of Control	One of the following circumstances: <ul style="list-style-type: none">- acquisition of a number of Company shares by one or more Third Party Buyers such to involve the acquisition of control over the Company, according to the meaning of article 2359, first paragraph, items 1) and 2) of the Italian Civil Code. To this end, it is specified that it is not considered a change of control where the parties, natural or legal persons, which control the Company at the Approval Date, either directly or indirectly, maintain their participation in a percentage equal to or greater than 30.1% or maintain joint control of the Company;- acquisition by one or more Third Party Buyers of a number of shares or a share of a Subsidiary Company, or parent companies thereof, either directly or indirectly, provided that they are different than the Company, whose total is higher than 50% of its share capital, unless the Company does not continue to hold control within the meaning of article 2359 of the Italian Civil Code;

	- permanent transfer, on any grounds, to one or more Third Party Buyers of the company or business unit which the Beneficiary's Relationship reports to;
Civil Code	The Italian Civil Code, passed by Royal Decree 16 March 1942 – XX, no. 262 and its subsequent modifications and amendments.
Board of Directors	The <i>pro tempore</i> Board of Directors of the Company, or as delegated by this Board, the Human Resources Committee established by the Board of Directors, or the expressly delegated members of said Board, assigned to carry out each valuation for the Plan, to make any related decisions, and to execute the provisions of the Regulations.
Subsidiary Companies	Each company that is from time to time directly or indirectly managed, under Article 2359 of the Italian Civil Code, by the Company that has a Relationship with one or more of the Beneficiaries.
Date of Approval	14 May 2014, the date of the definitive approval of the Plan by WDF's General Assembly of Shareholders.
Date of Assignment	With regard to each Beneficiary, the date on which the Board of Directors determines the number of Assigned Options offered to each individual Beneficiary, and the Value Assigned.
Termination date	The date on which (i) the recipient party of the written, unilateral communication receives said communication regarding the termination of the Relationship (independently of any other date of termination of the relationship mentioned therein), or (ii) the termination of the Relationship (in the event of a bilateral agreement or the death of the Beneficiary).
Exercise date	The date, during the Exercise Period, on which the Beneficiary will have delivered the Exercise Form to the Company and therefore exercised the Exercisable Options.
Launch date	For each <i>Wave</i> , the date on which the <i>Vesting Period</i> begins will be established by the Board of Directors.
<i>Vesting Date</i>	The end date of the <i>Vesting Period</i> of each <i>Wave</i> .
Working Day	Every calendar day, with the exception of Saturday, Sunday and any other day on which, by law, banks on the piazza di Milano do not carry out their normal business.
<i>Good Leaver</i>	<i>Good Leaver</i> circumstances are specifically indicated in the Application Form.
Group	Collectively, WDF and its Subsidiary Companies.
FTSE MIB Index	The benchmark stock market index for the Italian national stock exchange, as

defined and measured by Borsa Italiana S.p.A.

Options	All the <i>phantom stock options</i> that are the object of this Plan (free, personal and non-transferable <i>inter vivos</i>), that grant each Beneficiary - upon verification of the conditions and according to the methods and terms indicated in the Regulation - the right to receive a sum of money for each Option exercised corresponding to the difference between the Final Value and the Allocation Value.
Assigned Options	The Options for which the Company sent to the Beneficiary, and said Beneficiary subsequently received, a suitable Application Form.
Exercisable Options	The Matured Options that may be exercised within the limits and under the terms and conditions of the Regulation.
Matured Options	The Options that have matured under the terms of the Regulation.
Blocking Period	The days on which it is not permitted to exercise the Options, in accordance with the Company's " <i>Internal Dealing</i> " process, which is in force from time to time.
Exercise Period	Without exception, the Working Days included in the period, lasting for three years if not otherwise stated, that comes into effect for each <i>Wave</i> , from the respective <i>Vesting Date</i> indicated on the Application Form, with the exception of the single days comprising the Blocking Period, or, in the circumstances foreseen by the Regulations, the Working Days comprising the specifically indicated period, during which, once the corresponding exercise conditions are verified, the Exercisable Options may be exercised.
Lock-Up Period	The one-year period from the <i>Vesting Date</i> (whose expiry date is defined as the first Working Day that falls 365 days after the <i>Vesting Date</i>).
Vesting Period	The period of maturity of the Options for each <i>Wave</i> that will end on expiry of the third year following the Launch Date, as indicated in the Application Form, and in which the Matured Options can be exercised, in accordance with the methods and terms indicated in the Regulation and Application Form.
Plan	The <i>rolling</i> plan known as <i>Phantom Stock Options 2014</i> referred to in this information document.
Award	The gross amount in money that will be paid to each Beneficiary who will have legitimately exercised the Options under the terms and conditions of the Regulation, fixed by application of the <i>Cap</i> .
Relationship	The employment or management relationship in existence between each Beneficiary and the Company or one of the Subsidiary Companies.

Regulation	The regulation having as its subject the definition of the criteria, methods and terms of the implementation of the Plan.
Application Form	The appropriate form that the Company will send to the Beneficiaries, with an attachment of the Regulation that forms an integral part of it, whose subscription and delivery to the Company by the Beneficiaries constitutes, to all intents and purposes, full and unconditional acceptance of the <i>Wave</i> by the Beneficiaries.
Exercise Form	The appropriate form that the Company will send to the Beneficiaries, by the returning of which, the Beneficiaries will be able to exercise the Exercisable Options.
Third Party Buyer	A third party different (i) from individuals, physical persons or legal persons, who on the Approval Date hold, directly or indirectly, control of the Company in accordance with article 2359 of the Italian Civil Code, or (ii) individuals, physical persons or legal persons, who on the Approval Date are controlled, directly or indirectly, in accordance with article 2359 of the Italian Civil Code, by any of the individuals referred to in point(i).
Allocation Value	Indicates: (i) with reference to the first <i>Wave</i> , an amount equal to the mathematical average of the official price (weighted market price) of the Shares for each day of listing with the electronic trading platform organised and managed by Borsa Italiana S.p.A. in the period from 1 October 2013 to 3 April 2014, and (ii), for the <i>Waves</i> following the first wave, the normal value of each Share at the Allocation Date, determined according to the provisions of article 9, paragraph 4, of the Italian Presidential Decree of 22 December 1986, no. 917.
Current Value	The normal value of each Share at the <i>Vesting Date</i> , determined according to the provision of article 9, paragraph 4, of the Italian Presidential Decree no. 917 of 22 December 1986.
Final Value	The normal value of each share at the Exercise date, determined according to the provisions of article 9, paragraph 4, of Italian Presidential Decree no. 917 of 22 December 1986, completed with the dividends distributed from the Allocation Date up to the Option Exercise Date.
Wave or Subplan	The three subplans into which the Plan is divided.

1. RECIPIENTS

The Plan is reserved for employees and directors who perform particular duties within the Company and within Subsidiary Companies, including the non-executive director who performs the role of Chair of the Board of Directors, who will be selected with final decision by the Board of Directors, who hold strategically relevant roles or who are involved in the *management* of the Company or the Subsidiary Companies with a view to creating value for the Company and the Group.

1.1 Naming of the recipients who are members of the board of directors or the board of management of the issuer of the financial instruments, of the companies controlling the issuer and of the companies directly or indirectly controlled by the issuer.

The Regulation does not identify by name the Beneficiaries of the Plan who are members of the board of directors of the Company, of the companies controlling the Company, and/or of the companies directly or indirectly controlled by the Company.

I Beneficiaries will be selected, with final decision by the Board of Directors, amongst persons who hold strategically relevant roles or who are involved in the *management* of the Company and the Subsidiary Companies in relation to the development of the Company and the Group. The Beneficiaries may also be selected after the Launch Date of each *Wave*, provided that this occurs before the expiry of the *Vesting* Period of said *Wave*.

1.2 Categories of employees or colleagues of the issuer of the financial instruments and of the controlling companies or the issuer's subsidiary companies.

II The Regulation does not identify specific categories of employees or colleagues of the Company, the companies controlling the Company and/or the companies directly or indirectly controlled by the Company, recipients of the Plan.

With regard to the method of identification of the Beneficiaries of the Plan, refer to paragraph 1.1 above.

1.3 Naming of the persons who benefit from the plan and who belong to the groups specified in point 1.3, letters a), b) and c) of Annex 3A, Scheme 7 of the Issuer's Regulation.

The Regulation does not identify by name the Beneficiaries of the Plan who belong to the groups specified in point 1.3, letters a), b) and c) of Annex 3A, Scheme 7 of the Issuer's Regulation.

With regard to the method of identification of the Beneficiaries of the Plan, please refer to paragraph 1.1 above.

1.4 Description and indication of the number of beneficiaries, separated into the categories specified in point 1.4, letters a), b) and c) of Annex 3A, Scheme 7 of the Issuer's Regulation.

The Regulation does not describe or indicate the number of Beneficiaries of the Plan who belong to the categories indicated in point 1.4, letters a), b) and c) of Annex 3A, Scheme 7 of the Issuer's Regulation.

With regard to the methods for identifying the Beneficiaries of the Plan, please refer to paragraph 1.1 above.

The information provided in points 1.1, 1.2, 1.3 and 1.4 above will be provided, where applicable, in the implementation phase of the Plan, in accordance with article *84-bis*, par. 5 letter a), of the Issuer's Regulation.

2. JUSTIFICATION FOR THE ACCEPTANCE OF THE PLAN

2.1 Objectives to be reached by implementing the plan.

The implementation of the Plan is aimed at providing an incentive for and retaining the loyalty of employees and directors who perform particular duties within the Company and within Subsidiary Companies who hold highly important positions with a view to creating value.

In particular, the Plan constitutes one of the instruments with which it is intended to involve the persons who hold central roles in the attainment of the Group's results, with the aim of reinforcing their loyalty, while at the same time ensuring the development of the Company and the Group and complying with the interests of the shareholders.

The Plan is indisputably a highly useful instrument for the Company, which, as is known, only became an autonomous entity on 1 October 2013 following the division of the company Autogrill S.p.A. and the consequent listing of the shares on the electronic trading platform managed by Borsa Italiana S.p.A. In this context, providing incentives for and retaining the loyalty of the *management* is indispensable in order for this new and autonomous entity to continue along its independent course, in line with the objectives pursued through the division and release to the market.

Furthermore, the Human Resources Committee has proposed that the Chair of the Board of Directors may be included amongst the Beneficiaries of the Plan, notwithstanding and without prejudice to its role as a non-executive director. The Human Resources Committee are of the opinion that the Chair, held by Mr Gianmario Tondato Da Ruos, is a key figure for the market to ensure the project pursued by the Company following its separation from Autogrill S.p.A. and the start of an independent journey as an internationally listed *player*. The objectives of creating incentives and, above all, retaining loyalty pursued by the Plan also apply to the current Chair, who represents a strategically relevant figure for the Company.

Considering that the most suitable parameter to quantify the creation of value for

the shareholders is represented by the appreciation in value of the market Shares of the Company, the Board of Directors believes that the incentive plans linked to stocks and, consequently, to the trend of the related market prices, they have the advantage to align the interests of the *management* to those of the shareholders, representing the most effective incentive instrument that best meets the Company's interests.

2.2 Key variables, also considered in the form of performance indicators, for the purposes of allocating the plans based on financial instruments.

The Regulation of the Plan envisages that the allocation of the Options to the beneficiaries will be free and not linked to the achievement of specific objectives relating to *performance*.

The number of Allocated Options and the *Cap* will be determined at the discretion and final decision of the Board of Directors, taking into account the strategic relevance of the role performed within the scope of the Company or Subsidiary Company by each Beneficiary in relation to the development of the Company and the Group.

2.3. Elements underlying the determination of the size of the bonus based on financial instruments, or the criteria for their determination.

The Award consists of the gross amount in money that will be paid to each Beneficiary who will have legitimately exercised the Options under the terms and conditions of the Regulation, fixed by application of the *Cap*. The *Cap* applicable to each Beneficiary will be established with final decision by the Board of Directors based on the role performed within the scope of the Group by each Beneficiary and on gross annual salary, and it will be indicated on the related Application Form.

2.4 Reasons underlying any decision to allocate bonus plans based on financial instruments not issued by the issuer, such as financial instruments issued by subsidiaries or controlling companies or third party companies with respect to the group; in the event that the aforementioned instruments are not traded on regulated markets, information on the criteria used for the determination of the value attributable to them.

Not applicable.

2.5 Evaluations regarding significant implications relating to tax or accounting that affected the definition of the Plan.

There were no significant implications relating to tax or accounting that affected the definition of the Plan.

2.6 Any backing of the Plan by the special Fund to incentivise the employees to participate in the companies, referred to in article 4, paragraph 112, of Law no. 350 of 24 December 2003.

The Plan does not receive any backing from the special Fund to incentivise the participation of the employees in the companies, referred to article 4, paragraph 112, of

Law no. 350 of 24 December 2003.

3. APPROVAL PROCEDURE AND ALLOCATION SCHEDULE OF THE INSTRUMENTS

3.1 Scope of the powers and functions delegated by the General Assembly to the Board of Directors in order to implement the plan.

The Plan and the related Regulation were approved by the Board of Directors on 3 April 2014, upon the recommendation of the Human Resources Committee and with the favourable opinion of the Board of Auditors in accordance with and for the purposes of article 2389 of the Italian Civil Code. In the same meeting, the Board of Directors decided to submit to the General Assembly, in an ordinary meeting, the proposed resolution specified below:

- to approve, in accordance with and for the purposes of article *114-bis* of the TUF, sharing the justifications, the implementation of an incentive plan based on *phantom stock options* called "*Phantom Stock Option Plan 2014*" aimed at employees and directors who perform particular duties within the Company and within the Subsidiary Companies, the terms, conditions and methods of implementation of which are described in the information document attached to the Board of Director's report, and in the regulation of the plan attached to the information document;
- to give the Board of Directors, with express ability to sub-delegate, the broadest powers necessary or appropriate to proceed with the full implementation of the "*Phantom Stock Option Plan 2014*" including, by way of example and not exhaustively, the power to:
 - (i) select (with abstinence, from time to time, from any interested parties) the beneficiaries of the plan and determine the number of options to be allocated to each of them;
 - (ii) exercise all the powers and functions attributed to the Board of Directors by the regulation of the plan and make related resolutions;
 - (iii) make modifications and additions to the regulation of the plan that are deemed necessary and/or appropriate in events of extraordinary transactions with the Company's capital, in order to keep, within the limits permitted by law applicable from time to time, the substantial and financial content of the plan unchanged;
 - (iv) provide for market disclosures, for the preparation and/or finalisation of any document necessary or appropriate in relation to the plan, in accordance with the applicable legislative provisions and regulations, as well as, generally, for the implementation of these resolutions.

3.2 Persons responsible for managing the plan and their role and expertise.

The Board of Directors is assigned responsibility for the implementation of the Plan and will avail itself of the corporate functions for those aspects within their competence and may also delegate its powers to the Human Resources Committee, the Managing Director or other Directors.

The Plan provides that all the powers to implement it are granted to the Board of Directors, including, by way of example, but not limited to, the power to:

- identify the Beneficiaries (including from among its own members) for each *Wave*;
- Establish the Launch Date of each *Wave*;
- Exercise the powers and the functions which the Plan Regulation attributes to the members of the Board of Directors, including, by way of example, to establish the maximum number

of Assigned Options, the *Cap*, the Assignment Value, the *Vesting* Period, the Period of Exercise in the cases specified by the Regulation, the determination and the size of the award in the cases in accordance with articles 9.1 and 11.2 of the Plan Regulation;

- Verify compliance with the conditions for the vesting and exercise of the options;
- Modify and adjust the Plan as indicated in paragraph 3.3 below.

The operational management of the Plan is the responsibility of the *Group HR&S Organization Director* who can appoint a specifically appointed third party who can be tasked, wholly or partly with every aspect of this management.

3.3 Existing procedures for revising the plans including with regard to any changes in the basic objectives

In the event of any extraordinary transactions on the capital of the Company not expressly regulated by the Regulation, such as, for example and not limited to mergers, divisions, reductions of share capital due to losses through the cancellation of shares, increases in share capital of the Company, freely or against consideration, share consolidation or splitting or legislative or regulatory changes or other events likely to have an influence on Options, Shares or the Plan, the Board of Directors will make to the Regulation, at its sole discretion, all the changes and additions considered necessary or appropriate to maintain, within the limits authorised by the applicable law, the substantial and economic contents of the Plan.

When, during the *Vesting* period, a Change of Control occurs, the disbursement is planned on the *Vesting* Date of each *wave* to which the Beneficiaries are party, of an award whose amount is indicated in the Application Form, unless otherwise determined by the Board of Directors in a manner more favourable to the Beneficiaries and notwithstanding the applicable provisions in case of the end of the employment Relationship (see paragraph 4.8 below). This award will be paid, according to the case, by the Company or the Subsidiary concerned by the Change of Control, instead of any other right or award specified by the Plan, which will therefore lose effectiveness with respect to the Beneficiaries concerned.

In the event of the launch of a public offer to buy or a public offer to exchange the Shares of the Company which does not include a Change of Control, the Beneficiaries will maintain the right to exercise the Options Matured in accordance with the same terms and conditions. However, the Board of Directors will be entitled to allow the Beneficiaries to exercise in advance (wholly or partly) the Assigned Options not yet exercised (even if not yet Matured). To this end the Beneficiaries shall be sent at the same time, an appropriate Exercise Form and supply herein an indication of the relevant Exercise Period, with final deadline for the exercise not prior to the expiry of the period fixed for the subscription for the Public Offer to buy or exchange.

3.4 Description of how the availability and the allocation of the financial instruments on which the plans are based will be determined.

Since the plan is a *phantom stock option* plan, the Plan does not provide for the assignment or purchase of Shares following the exercise of the Options. Instead, to implement the Plan, the allocation is planned of Options to the Beneficiaries whose exercise, in accordance with the terms and conditions specified by the Regulation, gives rise to the right of the Beneficiary to the payment of the Award.

3.5 Role played by each director in determining the characteristics of the plans; any conflicts of interest involving the directors concerned

Amongst the Beneficiaries of the Plan there are also directors with special duties. Therefore, the Board of Director's resolution on the allocation of Options to these Beneficiaries will be adopted in compliance with art. 2391 of the Italian Civil Code and art. 2389 of the Italian Civil Code.

3.6 For the purposes of the requirements of art. 84 bis, paragraph 1, the date of the decision taken by the competent body to propose the approval of the plans to the Shareholders' meeting and any proposal of any Committee for the remuneration

The Human Resources Committee has proposed to the Board of Directors the adoption of the Plan and the relevant Regulation in the meeting of 3 April 2014.

Based on the proposal of the Human Resources Committee, the Board of Directors with a resolution of 3 April 2014 has approved the adoption of the Plan and the Regulation, and the submission of these for the approval of the Ordinary Shareholders' Meeting convened in single call for 14 May 2014.

3.7 For the purposes of the requirements of 84 bis, paragraph 5, letter a), the date of the decision taken by the competent body with regard to the award of the instruments and any suggestion to the aforementioned body put forward by the remuneration committee, where applicable

The convocation of the Shareholder's Meeting for the approval of the Plan and the relevant Regulation scheme is scheduled for 14 May 2014 in single call. In the event of the approval of the Plan and the relevant Regulation by the Shareholder's Meeting, the Board of Directors will meet from time to time to take the relevant decisions for the purposes of implementing the Plan and, in particular, to assign the Options with reference to each *Wave*.

The information required from the latter relating to art. 84 bis, paragraph 5, letter a) of the Issuers' Regulations, is not available at present and will be provided in accordance with the legislation in force.

3.8 Market price, recorded on the aforementioned dates for the financial instruments on which the plans are based, if traded on regulated markets.

The reference price of the Shares on the Electronic Shares Market organised and managed by Borsa Italiana S.p.A., on the date (3 April 2014) on which the Board of Directors met to define the proposal with regard to the Plan to submit to the forthcoming Shareholders' Meeting is 10.390 Euro.

The reference price of the Shares on the Electronic Shares Market organised and managed by Borsa Italiana S.p.A. on the date of assignment of the Options, will be provided from time to time in conformity with the applicable legislation.

3.9 In the case of plans based on financial instruments traded on regulated markets, under what terms and in which way the issuer takes account, when determining the timeframe for granting the instruments in implementation of the plans, of a possible timing coincidence with: i) the aforementioned grant or any eventual decision regarding it taken by the remuneration committee, and ii) the communication of any relevant information pursuant to Article 114, paragraph 1; for example, should such information: (a) not already be in the public domain and be likely to have a positive impact on the market price or (b) be already in the public domain and be likely to have a negative impact on the market price

The decisions regarding the assignment of the options will be taken by the Board of Directors at the suggestion of the Human Resources Committee.

In this respect, given that the Assigned Options will not be exercisable immediately, but only when the vesting conditions specified by art. 6 of the Regulation are verified, the Company does not consider it necessary to prepare any particular precautions on the Date of Assignment in relation to the situations mentioned above. In fact, the dissemination of insider information coinciding with the Date of Assignment of the Options will make no difference as regards the majority of the Beneficiaries as, at that moment they may not exercise the Options.

Furthermore, it is emphasized that the Assignment Value will correspond (i) with reference to the first *Wave*, to an amount equal to the arithmetic mean of the official price (weighted Stock Market price) of the Shares of each trading day at the Electronic Shares Market organised and managed by Borsa Italiana S.p.A. during the period running from 1 October 2013 to 3 April 2014 and (ii) for the *Waves* following the first, at the nominal value of each Share on the Date of Assignment, determined according to the provisions of art. 9, 4th paragraph of the Presidential Decree of 22 December 1986, no. 917.

This difference in terms of Assignment Value between first *Wave* and subsequent *Waves* is closely linked to the history of the Company, which has been listed since 1 October 2013, following the demerger of Autogrill S.p.A. It is therefore considered appropriate with reference to the first *Wave* to take into account the mean of the entire listing period in essence, aligning the interests of the *management* which has contributed to the project with those of the shareholders.

In addition to the above, it should also be noted that during the Block Periods the right to exercise the Options is regulated by the provisions of the Insider Dealing procedure of the Company valid in each case.

4. CHARACTERISTICS OF THE ATTRIBUTED INSTRUMENTS

4.1 Description of how the plan is structured

The Plan provides for the free assignment of Options to the Beneficiaries, whose exercise in accordance with the terms and conditions specified by the Regulation gives rise to the entitlement of the Beneficiary to the payment of the Award.

The Options will be assigned to the Beneficiaries personally, and may not be transferred by deed to any living person nor subject to limitations or constitute the object of any other act of disposal.

4.2 Indication of the period of actual implementation of the plan with reference also to any different cycles envisaged

The Plan consists of three *Waves*, whose Launch Date will be established by the Board of Directors.

The Beneficiaries may also be identified following the Launch Date of any *Wave*, provided that it is by the end of the *Vesting* period. For the Beneficiaries identified after the Launch Date, the number of Matured Options and the size of the *Cap* will be re-proportioned *pro-rata temporis* in relation to the period of actual service carried out by the Beneficiary during the *Vesting* period.

Each *Wave* shall have its own *Vesting* period and its own implementation Period.

4.3 Expiration of the plan

The Plan will expire on 30 June 2021.

4.4 Maximum number of financial instruments also in the form of Options, allocated in each fiscal year in relation to the persons individually identified or to the categories specified

A maximum number of Options is not specified. The maximum number of Options Assigned will be determined by the Board of Directors at its own exclusive discretion, having taken account of the strategic relevance of the respective position held within the sphere of the Company or the Subsidiary in relation to the valorisation of the Company and the Group.

4.5 Plan implementing procedures and clauses, specifying if the actual allocation of the financial instruments is dependent on conditions being met, or on the achievement of specific results including performance results, description of these conditions and results.

Assignment of Options

At the time of each *Wave*, the Company shall send the Beneficiaries the Regulation and the Application Form, indicating, amongst other things, the maximum number of Options Assigned and the Assignment Value.

Vesting of the Options

The Assigned Options will mature – thus becoming Vested Options – only if the following conditions are fulfilled simultaneously:

- (a) the *performance* of the Share during the specific *Vesting* period determined by comparing the Assignment Value with the Current Value is equal to or greater than 85% of the *performance* of the FTSE MIB index in the three-year period specified comparing: (i) with reference to the first *Wave*, the arithmetic mean of the FTSE MIB index recorded by Borsa Italiana S.p.A. during the period from 1 October 2013 to 3 April 2014 (including both) with the normal value of the FTSE MIB index on the Date of *Vesting* (i.e. the arithmetic mean of the FTSE MIB index recorded by Borsa Italiana S.p.A. in the period running from the day preceding the *Vesting* Date to the same day of the previous month (including both)), and (ii) with reference to the *Waves* following the first, the normal value of the FTSE MIB index on the Assignment Date (i.e.: the arithmetic mean of the FTSE MIB index recorded by Borsa Italiana S.p.A. in the period running from the day preceding the Date of Assignment to the same day of the previous month (including both) with the normal value of the FTSE MIB index on the *Vesting* Date (i.e.: the arithmetic mean of the FTSE MIB index recorded by Borsa Italiana S.p.A. in the period running from the day before the *Vesting* Date to the same day of the previous month (including both));
- (b) *default* or *cross-default* situations are not considered as occurring as a consequence of the failure of the Company to comply at any time during the *Vesting* period with the *covenant* agreed with the financing entities of the Company applicable in each case pursuant to what is specified in the respective financing agreements.

If these circumstances do not occur, the Beneficiaries will lose definitively the right to exercise the Assigned Options, unless otherwise determined by the Board of Directors.

Exercising the Options

The Beneficiaries will be able to exercise the Options Exercisable for each *Wave*, in the following ways: each Beneficiary may decide to exercise the Options Exercisable in one or more *tranches* with a maximum of four *tranches* during the period of exercise it being understood that 80% the Vested Options will become Exercisable Options on the Date of *Vesting* whilst the remaining 20% will be able to be exercised on expiry of the *Lock-up* period.

Under no circumstances may the award determined in accordance with the following formula:

$$\text{Award} = [(\text{Final Value} - \text{Assignment Value}) * \text{Number of Matured Options}]$$

exceed the *Cap*.

Therefore, the Vested Options may be exercised – thus becoming Exercisable Options – in accordance with the following terms and conditions:

- (a) up to the expiry of the *Lock-up* period, the Beneficiaries may exercise a maximum number of Vested Options equal to the lower of (i) 80% of the Vested Options, and (ii), a number of options (“**X**”) which will be calculated by applying the following formula:

$$X = \frac{[80\% * Cap]}{\text{(Final Value - Assignment Value)}} ; \text{-----} ; \text{-----} ; \text{-----}$$

In case of exercise in several *tranches*, the above formula must be adjusted to take into account the Bonus already received with regard to previous exercises. Therefore, the formula must read as follows:

$$X = \frac{[80\% * Cap] - BONUS_{received}}{\text{(Final Value - Assignment Value)}} ; \text{-----} ; \text{-----} ; \text{-----}$$

(b) following the *Lock-up* period, the Beneficiaries will be able to exercise a maximum number of Options Matured and not yet exercised such that the entire award received is not greater than the *Cap*.

To avoid doubt, it is intended that the expression “AWARD_{received}” refers to the overall award received by the Beneficiary with regard to the exercise of the Matured Options.

4.6 Information on any restrictions on the disposability of the Options or on the Shares arising from the exercise of the Options with particular reference to the periods within which the subsequent transfer to the same company or to third parties is authorised or prohibited.

It should be noted that the Plan does not provide for the purchase or assignment of Shares upon completion of the exercise of the Options.

However, the Beneficiaries who, on the date of each disbursement of the Award are directors of the Company, will have the obligation to purchase on the Electronic Shares Market organised and managed by Borsa Italiana S.p.A., a number of Shares corresponding to an overall investment of 20% of the net Award paid (so-called *minimum holding* obligation). These Shares must be held – unless authorised in writing by the Board of Directors – until the date of the end of the obligation.

4.7 Description of any resolutive conditions which apply in relation to the granting of the Plans in the event that the recipients engage in hedging transactions to neutralise any prohibitions on the sale of the financial instruments assigned even in the form of options, or the financial instruments deriving from the exercise of such options.

Not applicable.

4.8 Description of the effects produced by the termination of the employment relationship.

Since the right to exercise the options is genetically and functionally linked to the continuation of the employment relationship between the Beneficiaries and the Company or Subsidiaries, if the relationship ends, the provisions specified below shall apply unless otherwise determined by the Board of Directors in a more advantageous manner for the Beneficiaries and notwithstanding the entitlement of the Board of Directors to reach different agreements with each Beneficiary.

In case of the end of the Relationship due to a *Bad Leaver* scenario, the Beneficiary will definitively lose the right to exercise the Options not yet exercised.

In the case of the end of the Relationship due to a *Good Leaver* scenario, whose Date of Cessation precedes the end of the *Vesting* Period, the Beneficiary (or its heirs or legal successors) shall have the right to exercise before the expiry of the Exercise Period, a number of Matured Options re-proportioned based on the period of actual service carried out during the *Vesting* Period, with consequent re-proportioning *ratione temporis* of the size of the *Cap* as well.

In the case of the cessation of the Relationship due to a *Good Leaver* scenario, whose Cessation Date falls within the exercise period, the Beneficiary (or its heirs or legal successors) shall have the right to exercise before the end of the Exercise Period the Exercisable Options still in its possession on the Date of Cessation of the Relationship.

The right of every Beneficiary to receive the Award in accordance with the terms and conditions described above is also dependent on the Beneficiary, whose Relationship with the Company or with a Subsidiary has ended not carrying on personally, or through third parties, natural or legal persons, any activity even merely occasional or free of charge, for one of the competitors of the Company as specified in the Application Form, for a period of 12 months following the Date of Cessation. In the case of breach of the aforementioned obligation, the Beneficiary shall lose the right to receive the Award, where not yet disbursed, or, if it has already been disbursed, will be obliged to return to the relevant member company an amount equal to the Award paid to it.

4.9 Indication of other possible reasons for the cancellation of the Plan

In the case of the *delisting* of the shares of the Company during the *Vesting* Period, the Plan shall cease to be effective and the Board of Directors will have all powers to adopt more appropriate resolutions with regard to the sort of Options, notwithstanding in each case the right of the Beneficiaries, for each *Wave* to which they are party, to the payment, at the time of *delisting* of an award whose amount is indicated in the Application Form, re-proportioned *ratione temporis* for each *Wave*, based on the *Vesting* Period already expired.

4.10 Reasons for an option for the company to “repurchase” the financial instruments underlying the plan, introduced pursuant to article 2357 et seq. of the Italian Civil Code; the beneficiaries of the redemption, indicating whether it affects only certain categories of employees; the effects of a termination of the employment relationship on this redemption.

The Plan does not provide a right of repurchase by the Company.

4.11 Any loans or other facilities to be granted for the purchase of the shares pursuant to Article 2358, paragraph 3, of the Italian Civil Code.

Not applicable.

- 4.12 Estimates of the expected costs for the company as at the respective assignment date, as determinable on the basis of the terms and conditions already defined, by total amount and in relation to each financial instrument.**

It is not possible to indicate the exact amount of the expected cost for the Company, on the occurrence of all the conditions, on the date of payment of the Award, since it will depend on the identification of the Beneficiaries and the determination of the *Cap* applicable to each Beneficiary.

- 4.13 Indication of any capital dilution effects caused by the Plan**

The plan will not have any dilution effects on the share capital of the Company.

- 4.14 Any restrictions on the exercise of voting right or the attribution of property rights.**

Not applicable to the Plan.

- 4.15 If the shares are not traded on regulated markets, all the information needed to properly assess the value attributed to them.**

Not applicable to the Plan.

- 4.16 Number of financial instruments underlying each option.**

Not applicable to the Plan.

- 4.17 Expiry of the Options.**

Please refer to paragraphs 4.3 and 4.5 above.

- 4.18 Procedures (U.S./European) timescales (e.g. valid periods for exercise) and exercise clauses (e.g. knock-in and knockout clauses).**

Please refer to paragraph 4.5 above.

- 4.19 Exercise price or the procedures and criteria for its determination, with particular reference to: a) the formula for the calculation of the exercise price in relation to a particular market price, and b) the procedures for the determination of the market price used as reference for the determination of the exercise price.**

Not applicable to the Plan.

- 4.20 Should the exercise price not be equal to the market price determined in accordance with item 4.19.b (fair market value), the reasons for such difference.**

Not applicable to the Plan.

- 4.21 Should the exercise price not be equal to the market price determined in accordance with item 4.19.b (fair market value), the reasons for such difference.**

Not applicable to the Plan.

4.22 If the financial instruments underlying the options are not tradable in regulated markets, indication of the value attributable to the financial instruments underlying the options or the criteria for determining their value.

Not applicable to the Plan.

4.23 Criteria for the adjustments required as a result of extraordinary operations on capital and other transactions that lead to a change in the number of the financial underlying instruments (increases in capital, extraordinary dividends, consolidating or splitting of the underlying shares, merger and demerger, conversions into other classes of shares, etc.).

Please refer to paragraph 3.3.

4.24 Table

The information in accordance with Table no.1 attached to Form 7 of Annex 3A to the Issuers' Regulations, where applicable, will be provided in each case pursuant to art. 84 *bis*, paragraph 5, letter a) of the Issuers' Regulations

Annexes

- Regulation of the *Phantom stock Option 2014* plan.