

To:

The Prudential Insurance Company of America

Two Prudential Plaza
180 N. Stetson Ave, Suite 5600
Chicago IL 60601

Attention: Managing Director, PGIM Private Capital

With a copy to:

PGIM, Inc.

Two Prudential Plaza
180 N. Stetson Ave, Suite 5600
Chicago IL 60601

Attention: Managing Director

Date: 9 September 2025

RE: Subsidiary Guaranty Confirmation

Dear Sirs/ Madams,

Reference is made to:

- (a) the Subsidiary Guaranty, dated as of March 28, 2025, made by the undersigned (the “**Subsidiary Guarantor**”) in favor of the holders of the Initial Notes (as defined therein) (as amended, restated or otherwise modified from time to time, the “**Subsidiary Guaranty**”); and
- (b) Clause 4.7(b) of the Note Purchase and Private Shelf Agreement, dated February 11, 2025, as amended on August 5, 2025 (the “**Note Purchase Agreement**”), entered among Alia Servizi Ambientali S.p.A. (the “**Company**”), PGIM, Inc. (“**PGIM**”), the purchasers listed in the purchaser schedule attached thereto (the “**Initial Purchasers**”) and each other PGIM Affiliate which becomes bound thereby as a purchaser as therein provided (such purchasers, together with the Initial Purchasers, the “**Purchasers**”).

The Subsidiary Guarantor hereby consents, although such consent is not required under the Subsidiary Guaranty, to the issuance and sale by the Company of Euro 35,000,000 senior notes due September 9, 2035,

Centria S.r.l.

Capitale Sociale € 249.000.000,00 i.v. - Iscrizione al Registro Imprese di Arezzo (AR), P.IVA e C.F. 02166820510 - R.E.A. 166736
www.centria.it - centria@centria.it - centria.pec@cert.centria.it

Sede legale

Via Igino Cocchi, 14 - 52100 Arezzo
Tel. 0575 9341
Fax 0575 381156

Sedi amministrative

Via U. Panziera, 16 - 59100 Prato
Tel. 0574 872
Fax 0574 872511

Viale Toselli, 9/A - 53100 Siena
Tel. 0577 264511
Fax 0577 46473

which will be guaranteed by the Subsidiary Guarantor under the Subsidiary Guaranty and pursuant to (i) clause 4.7(b) of the Note Purchase Agreement; and (ii) this Subsidiary Guarantee Confirmation (the “**Shelf Notes**”).

As a material inducement to the Purchasers of the Shelf Notes to consummate the purchase of such Shelf Notes pursuant to the Note Purchase Agreement, the Subsidiary Guarantor:

- (i) acknowledges and confirms the continuing existence, validity and effectiveness of the Subsidiary Guaranty and its obligations thereunder;
- (ii) acknowledges and agrees that the Subsidiary Guaranty and its obligations thereunder extend to the Shelf Notes, subject to the same terms, limits and conditions provided thereunder; and
- (iii) acknowledges and agrees that the issuance of the Shelf Notes shall not in any way release, diminish, impair or reduce its obligations under the Subsidiary Guaranty.

Terms used herein that are defined in the Note Purchase Agreement and are not otherwise defined herein shall have the meanings given in the Note Purchase Agreement.

This Subsidiary Guaranty Confirmation shall be construed in accordance with, and the rights of the parties shall be governed by, Italian law excluding choice of law principles of the law of such state that would permit the application of the laws of a jurisdiction other than such state.

By: **Centria S.r.l.**

Name: Riccardo Matteini

Title: CEO
