

Notice relating to the Real Estate initiative aimed at building an office complex at “Leonardo Da Vinci” Fiumicino International Airport



Aeroporti di Roma S.p.A.

February 21th 2019

NOTICE RELATING TO THE REAL ESTATE INITIATIVE AIMED AT BUILDING AN OFFICE COMPLEX AT “LEONARDO DA VINCI” FIUMICINO INTERNATIONAL AIRPORT

SPACE ALLOCATION STAGE NOTICE

I. Whereas

Aeroporti di Roma S.p.A., a company subject to the management and coordination of Atlantia S.p.A., based in Fiumicino (Rome), at Via Pier Paolo Racchetti no. 1, Tax Code no. 13032990155 (“**ADR**”), has launched a real estate development initiative to build, within the airport grounds, near the Terminals of “Leonardo da Vinci” Fiumicino international airport, a complex of multi-purpose buildings mainly for offices and personal services (hereinafter the “**Real Estate Initiative**”).

By notice dated 6 July 2018 (hereinafter the “**Notice**”), published in its full version on the website www.adr.it/businesscity and in extract in national and international newspapers (*Sole 24 ore, Il corriere della Sera, La Repubblica, Il Messaggero, Il Tempo* and the *Financial Times*), ADR initiated a phase of dialogue and promotion to the public of the Real Estate Initiative (hereinafter the “**Dialogue Phase**”).

Specifically, with the aforementioned Notice, ADR, upon making its intention to launch the Real Estate Initiative known to the market, by presenting its features to said market, invited economic operators (hereinafter “**Operators**”) to express their interest in order to start a dialogue with them aimed at (i) ensuring maximum transparency relating to the Real Estate Initiative; (ii) enabling a better definition of the functional features and dimensioning of the various spaces comprising the project and (iii) verifying the feasibility of future initiatives aimed at identifying the parties to be entrusted, under a sub-concession, with specific areas to be allocated for commercial activities.

The aforementioned dialogue phase specifically concerned the spaces to be allocated to the following activities (i.e., **Special Functions**), indicated in the Notice “*indicatively and preliminarily*” and subject “*to possible revision following the scouting phase*”:

- **Offices:** large office spaces (e.g., starting from 2,000/3,000 m², preferably multi-storey), for a single tenant;
- **Temporary office:** building measuring up to approximately 10,000 m² intended for co-working activities and, more generally, for flexible work spaces, with an annexed bar/restaurant space measuring approximately 340 m², possibly to be allocated to a single specialised operator;
- **Conference Centre:** measuring approximately 5,300 m² with an auditorium with approximately 700 seats and spaces that can be set up, including an open terrace for exclusive use measuring approximately 1,000 m², possibly to be allocated to a single specialised operator;
- **Supermarket:** possibility of building a retail outlet measuring 500 to 1,000 m²;
- **Medical Centre:** measuring approximately 600 to 1,300 m², possibly to be allocated to a single specialised operator;
- **Restaurant:** two restaurant areas, one of a traditional type, on the ground floor, measuring a total of approximately 370 m², with the possibility of expansion and the other measuring approximately 1,000 m², over two levels, with access from the ground floor and first floor, also including a terrace measuring approximately 350 m² for exclusive use;
- **Gym and Well-Being Centre:** with a surface area starting from 1,500 m², possibly to be allocated to a single specialised operator.

The purpose of this Notice is to make the results of the Dialogue Phase and the consequent intention to launch the assignment phase of the individual spaces known to the market.

I. RESULTS OF THE DIALOGUE PHASE

The Dialogue Phase involved various Operators that expressed their interest, to ADR, in the Real Estate Initiative by filling in the special form provided on the website dedicated to the initiative www.adr.it/businesscity.

Below are the results of the Dialogue Phase, which take into account both the feedback received from the market and the further technical and operational investigations carried out by ADR:

- A. as regards the spaces to be used a large **Offices** by a single tenant, the possibility of assigning said spaces on a first-come, first-served basis has been identified, given that: (i) within the future building complex there is a provision for spaces to be used as Offices that adequately meet the needs of any interested Operators and (ii) the assignment of said spaces may be provided for on the basis of predetermined and non-discretionary criteria (such as price, space availability and the history of the request).

The **Office** spaces, regardless of their size, shall therefore be assigned in a simplified, but, in any case, simplified way to ensure transparency and equal treatment between the potential interested Operators. This procedure shall be defined and notified by ADR by publishing a specific notice on the website, www.adr.it;

- B. as regards the spaces to be allocated to (i) **Supermarket**; (ii) **Gym**; (iii) **Temporary Office**; (iv) **Medical Centre**; (v) **Conference Centre**, it was not possible to proceed with the assignment thereof through the prior completion of competitive procedures set according to the provisions of paragraph 3.2 of the “*Notice to Launch Dialogue and Promotion Activities*” dated 6 July 2018.

In fact, during the Dialogue Phase, Operators expressed (i) irregular technical needs and (ii) the need for a negotiation phase aimed at defining the main elements relating to a possible contractual relationship.

Against said evidence, the adoption of selection procedures defined *ex ante* by ADR was not consistent with the specific features that characterise the reference market and related Operators.

In view of the foregoing and in partial amendment of the information already provided, the spaces in question shall be allocated by ADR in accordance with the provisions of paragraph 2 below.

As regards the sizing of the spaces in question, below is the information that was redefined following the Dialogue Phase:

- Temporary office:

total gross surface area measuring approximately 6.300 m² intended for the management of work spaces and related services to support the business of companies, start-ups and business incubators, including temporary ones and those of a co-working nature. Any possibility for expansion based on the future availability of the spaces.

- Conference Centre:

total gross surface area measuring approximately 3.500 m², featuring a foyer, an auditorium with approximately 500 seats and service areas (such as an exhibition area, meeting rooms, material storage areas, refreshment areas, etc.). Any possibility for expansion based on future availability.

- Supermarket:

retail outlet with a total gross surface area measuring approximately 1.400 m².

- Medical Centre:

total gross surface area measuring up to approximately 870 m², with any possibility for expansion based on future availability.

- Gym and Well-Being Centre:

total gross surface area measuring approximately 1.570 m².

- C. as regards the areas to be allocated to Restaurant activities, the possibility of proceeding with the assignment through the prior experiment of a competitive procedure was confirmed. Therefore, these areas shall be assigned by ADR by means of a selection procedure set in accordance with the provisions

of paragraph 3.2 of the “Notice to Launch Dialogue and Promotion Activities” dated 6 July 2018. This procedure shall be launched by ADR indicatively by March 2019.

2. ASSIGNMENT OF AREAS TO BE ALLOCATED TO A SUPERMARKET, GYM, TEMPORARY OFFICE, MEDICAL CENTRE AND CONFERENCE CENTRE

With the publication of this Notice, it should be noted that, to select the parties to which spaces shall be assigned that will be allocated to a (i) **Supermarket**; (ii) **Gym**; (iii) **Temporary office** (iv) **Medical Centre** and (v) **Conference Centre**, ADR shall initiated specific negotiations with each of the interested Operators.

The negotiations in question shall be conducted with:

- all parties that expressed their interest during the Dialogue Phase launched with the “*Notice of the Launch of Dialogue and Promotion Activities*” dated 6 July 2018;
- all parties which, although not having participated in the Dialogue Phase, have – and express – an interest in taking part in the negotiations in question.

To this end, all interested operators will be able to express their interest by 31 March by filling in a special form that can be found on the website www.adr.it/businesscity;

The negotiations shall be conducted by ADR, with the help of BNP Paribas Real Estate Advisory S.p.A. (hereinafter “**BNP**” or the “**Advisor**”), as the commercial technical advisor, ensuring the equal treatment of all Operators; to this end, no information shall be provided that could benefit certain participants over others. Specifically, ADR: (i) shall disclose, to the other participants, the information provided by a certain Operator during the negotiation phase, unless expressly agreed by the latter and (ii) shall guarantee equal treatment between the Operators participating in this phase, by providing them with the same information and the same documentation.

The Operator chosen for the assignment of the space shall be identified by ADR on the basis of the following elements: (i) features of the Operator (by way of example, but not limited to, turnover levels accrued in recently ended financial years, documented experience in the relevant sector); (ii) economic conditions offered for the assignment and (iii) technical proposal relating to the methods for carrying out the activities (by way of example, but not limited to, adequacy and originality of the proposed format, services offered, distribution of spaces, etc.).

Once the negotiation phase is over, ADR shall, in forms and ways yet to be defined, report this to all the parties that took part therein.

It should be noted that the assignment to the party specified by ADR shall, in any case, be subject to the verification of the former meeting the general requisites required by ADR’s internal procedures and by any applicable legislation.

3. Notifications

Potentially interested Operator must send any notification and/or request for clarification to the email address businesscity@adr.it, referring to the “Space Assignment Phase”.

Requests for clarification must strictly contain an email address for the Operator.

No requests for clarification shall be answered without the aforementioned required or that may affect the fairness between the interested parties.

ADR, in accordance with the principle of equal treatment set out above, may publish the answers to the requests for clarification, where deemed relevant; this publication shall be made anonymously in the special section of the website www.adr.it/businesscity.

4. Processing of Personal Data

The processing of data that will be provided to ADR shall be carried out in accordance with the application provisions of EU Regulation no. 2016/679 (“**GDPR**”), as stated in Appendix A. to this Notice.

5. Rights and Reservations. Applicable Law and Jurisdiction

The publication of this Notice does not entail, for ADR, any obligation towards the Operators, nor to third parties, nor does it in any way result in any kind of rights in relation to ADR.

The information provided have been - and shall be - mostly prepared by ADR, with the help of its advisers. No liability whatsoever is or shall be acknowledged in relation to said information and/or to their accuracy or completeness and no representation or guarantee or assumption of an expressed or implied obligation has been or shall be made by ADR as regards the information, projections, opinions or data contained in this document or provided to the Operators.

ADR hereby declines any implicit or explicit liability as regards the use of the information and data provided to Operators.

ADR reserves the right to make, at any time, a decision regarding the assignment of the Spaces subject to this Notice, as well as to change its times, terms, methods and conditions, to suspend it or terminate it at any time, as well as to withdraw, at any time, from one or more negotiations launched under – or in relation to – said notice without prior notice thereof or any reason therefor. The exercise of these rights by ADR shall not legitimise the Operators or third parties to make any complaint or claim, for any reason, or to promote any action or raise any exception, for any reason (not even for fees due for intermediation or advisory), in relation to their participation in what is provided for in this Notice or in relation to damages of any kind, including as regards costs, expenses, loss of earnings, loss of chance, etc.

Any cost or expense incurred by the Operators shall, in any case, be borne by the individual Operator.

Operators cannot and shall not claim any right in relation to any future assignments and cannot claim any right to participate in further and/or different selections of Spaces.

ADR shall not return any document or information submitted during any selection and/or negotiation procedures. In relation to the aforementioned documents and information, each Operator guarantees the legitimate ownership thereof, as well as their completeness and accuracy and expressly undertakes to hold ADR harmless and indemnify the latter in relation to any claim, request or action by third parties in relation to the content thereof, as well as in relation to any damage caused by ADR due to the use of the aforementioned documents or information.

BNP Paribas Real Estate Advisory S.p.A. is the only party authorised to act as ADR's commercial technical advisor for the Real Estate Initiative and for the Procedure. To date, ADR has not granted any appointments or mandate to any other party to act for and/or on behalf of ADR itself in relation to the Real Estate Initiative.

This Notice does not constitute an invitation to offer, nor a contractual proposal, nor a promise to the public pursuant to Article 1989 of the Italian Civil Code nor an offer to the public pursuant to Article 1336 of the Italian Civil Code, nor a solicitation to invest pursuant to Legislative Decree no. 58/98.

This Notice and all directly or indirectly associated and/or resulting acts are governed by Italian law. For any dispute pertaining to this Notice, the Court of Rome shall have exclusive jurisdiction.

The text of this Notice is published and provided in Italian and prevails over any other text, wherever published, even if in a foreign language.

Fiumicino, February 21th 2019

Aeroporti di Roma S.p.A.
The Real Estate Manager
Filippo-Maria Carbonari

Appendix A. Processing of Personal Data

The processing of data that will be provided to ADR shall be carried out in accordance with the application provisions of EU Regulation no. 2016/679 (“**GDPR**”).

Pursuant to Article 13 of the GDPR), ADR informs that the personal data relating to each interested Operator (hereinafter the “**Supplier**”) and to the individuals acting on its behalf (hereinafter the “**Data**”), collected from the Supplier, shall be processed in accordance with the provisions of the GDPR and in compliance with the policy below.

It is understood that the Supplier is responsible for informing the individuals acting on its behalf of the processing of personal data referred to in this policy and for requesting, where necessary, their consent.

Data Controller. Data Processors.

The Data Controller is Aeroporti di Roma S.p.A., based in Rome, at via Pier Paolo Racchetti 1, 00054 Fiumicino.

Data Protection Officer.

The Data Protection Officer appointed by the Data Controller may be contacted at the email address dpo@adr.it. The details and methods for contacting the Data Protection Officer are available at www.adr.it.

Purposes and Legal Basis of Data Processing. Legitimate Interests Pursued.

The Data shall be processed:

- a) to assess the Supplier's technical, economic and financial eligibility for the purposes of inclusion in the Data Controller's supplier database or the updating thereof;
- b) to fulfil the legal obligations to which the Data Controller is subject;
- c) to execute the contracts to which the Supplier is party or to take the pre-contractual measures adopted at the request thereof;
- d) to ascertain, exercise or defend a right in court.

The processing of the Data for the purposes under sections a) and d) does not require the Supplier’s consent, given that it is necessary to pursue the Data Controller’s legitimate interest, pursuant to Article 6, paragraph 1, section f) of the GDPR. The processing of the Data for the purposes under section b) does not require the Supplier’s consent, given that it is necessary to fulfil the legal obligations to which the Data Controller is subject, pursuant to Article 6, paragraph 1, section c) of the GDPR. The processing of the Data for the purposes under section c) does not require the Supplier’s consent, given that it is necessary to execute the contracts to which the Supplier is party or to take the pre-contractual measures adopted at the request thereof, pursuant to Article 6, paragraph 1, section b) of the GDPR.

Provision of Data and Consequences in the Event of Non-Provision.

The provision of Data for the purposes of sections b) and c) constitutes, respectively, a legal and contractual obligation. The provision of Data for the purposes of sections a) and d), however, is optional but necessary for pursuing the legitimate interests of the Data Controller specified above. In all these cases, the non-provision of Data shall make it impossible for the Data Controller to establish business relations with the Supplier.

Recipients or Categories of Recipients.

The data may be made accessible, brought to the attention of or disclosed to the following parties, which shall be appointed by the Data Controller, as appropriate, as data processors or managers:

- companies of the group of which the Data Controller is part (parent companies, subsidiaries, associated companies), employees and/or partners, of any kind, of the Data Controller and/or companies of the group of which the Data Controller is part;
- public or private parties, individuals or legal entities, which the Data Controller uses to carry out the activities that are instrumental to achieving the purpose referred to above or to which the Data Controller is required to disclose the Data, under legal or contractual obligations.

In any case, the Data shall not be disseminated.

Retention Time.

The Data shall be kept for a maximum period of time equal to the period of limitation of the rights that can be actioned by the Data Controller, as applicable on a case-by-case basis.

Rights of Access, Erasure, Limitation and Portability.

Data subjects are entitled to the rights referred to in Articles 15 to 20 of the GDPR. By way of example, each data subject may:

- a) obtain confirmation that personal data concerning them is or is not being processed;
- b) if processing is in progress, obtain access to the personal data and to the information relating to the processing, as well as request a copy of the personal data;
- c) have incorrect personal data corrected and incomplete personal data supplemented;
- d) if one of the conditions provided for by Article 17 of the GDPR exists, have the personal data concerning them erased;
- e) in the cases provided for by Article 18 of the GDPR, arrange for the limitation of processing;
- f) receive the personal data concerning them in a structured, commonly used format that can be read by an automatic device and request their transmission to another data controller, if technically feasible.

Right of Objection.

Each data subject is entitled to object, at any time, to the processing of their personal data carried out to pursue a legitimate interest of the Data Controller. In the event of objection, data subjects' personal data shall no longer be subject to processing, provided that there are no legitimate reasons to proceed with the processing that prevail over the interests, rights and freedoms of the data subject or to ascertain, exercise or defend a right in court.

Right to Lodge a Complaint with the Authority.

Each data subject may also lodge a complaint with the Personal Data Protection Authority in the event that the former believes that the rights to which said data subject is entitled under the GDPR have been breached, according to the procedures specified on the Authority's website, available at: www.garanteprivacy.it.