

01-OCT-2012 16:08 FROM EKONOMI BAK. SERBEST BOLL

TO TIM

P.02

Table 1

Buildings	Expression of Interest to purchase the Building <u>if free</u>	Expression of Interest to purchase the Building <u>free or leased</u>	Expression of Interest to lease the Building (or the Portfolio)
Buildings A/D – Villino Casali/Dependance			
Building B – Villino Franzosini			
Building C – Villino Woodworth			
Building E – Villino Spierer			
Building F – Dependance Rattazzi			
Building G – Villino Rattazzi			
Buildings H/I – Villino Rasponi/Dependance			
Building L – Villino Primoli			
Building M – Villino Primoli			
Building N – Villino Pignatelli			
Building O – Villino Berti			
Building P – Dependance Franzosini			
	Expression of Interest to purchase the Portfolio <u>if free</u>	Expression of Interest to purchase the Portfolio <u>free or leased</u>	Expression of Interest to lease the Portfolio
Portfolio			

Place _____ Date _____
 For acceptance

 Company
 Name and Family Name:
 Position:

Annexes

01-OCT-2012 16:08 FROM EKONOMI BAK. SERBEST BOLD TO TIM

P.03

Annex A
Brochure description of the Portfolio

01-OCT-2012 16:08 FROM EKONOMI BAK. SERBEST BOLG TO TIM

P.04

Annex B

Confidentiality and Privacy Statement

This document summarizes the confidential obligations that we acknowledge and accept as binding upon us in the frame of the Procedure. This document, together with other documents mentioned in the "Invitation to express interest" (the "Invitation"), forms an integral part of our Expression of Interest.

- (1) **Confidential Information.** We undersigned recognize and accept that the Invitation, the Expression of Interest and its annexes, as well as information and documents relating to the various stages of any discussion or negotiations about the Portfolio or the Buildings (as defined in the Invitation) are confidential information. We acknowledge and accept also that, as part of the Procedure, we may have access to legal, technical, administrative, commercial or financial information, including but not limited to reports, studies, documents, reports and analyses, as well as news and information relating to Buildings for which we have expressed an interest, or that relates to UniCredit SpA as owner of the Buildings or to UniCredit Business Integrated Solution S.C.p.A., as the entity responsible for the Procedure, the Advisor (Cushman & Wakefield) or other professionals and service companies involved in the Procedure that may be provided verbally, in writing or otherwise by UniCredit S.p.A. and/or UniCredit Business Integrated Solution S.C.p.A. and/or the Advisor and/or other service companies ("You"), and your respective directors, executives, employees or consultants (Your Collaborators), or that we may learn of as a result of on-site surveys or, in general, during visits to your offices, your consultants, or the Buildings (all such information and documents are Confidential Information).
- (2) **Nature of the Confidential Information.** We acknowledge and accept that the Confidential Information is strictly confidential, except for information that we will be able to prove is:

 - (a) of public knowledge on the date of signing this document;
 - (b) becomes public knowledge on a date following the signing of this document, through no fault attributable to us;
 - (c) was lawfully disclosed by third parties that could freely avail of it without a duty of confidentiality.
- (3) **Use of the Confidential Information.** We undertake to use the Confidential Information within the limits that are strictly necessary to take part in the Procedure and, where appropriate, to make bids and obtain bank guarantee (the Agreed Purpose). We undertake not to use the Confidential Information in any manner that could damage or injure You, Your Collaborators, the Buildings or the Portfolio or Your activities and not to make statements or announcements of any kind regarding the Procedure without Your prior written consent and Your approval of the contents. We also undertake not to refer to You or Your logos or trade marks owned by You in our documents or correspondence or in any other way to promote ourselves as participants in the Procedure, buyers of the Buildings or for other purposes and in any event, not to engage in conduct that might affect your reputation in any way.
- (4) **Disclosure of Confidential Information.** We undertake to transmit the Confidential Information solely for the Agreed Purpose and only to our directors, executives, employees and consultants (Our Collaborators) that must have knowledge of it to carry out their functions and/or roles. It is understood that Our Collaborators will be

01-OCT-2012 16:08 FROM EKONOMI BAK. SERBEST BÖLG

TO TIM

P.05

informed in advance about the obligations of confidentiality contained herein and shall assume in writing these same obligations. In every case, we will be fully responsible for any breach of the confidentiality obligations made by us or otherwise attributable to us and Our Collaborators.

- (5) **Requests made by Authorities.** If we are required by the competent authorities to transmit any of the Confidential Information or to disclose the terms and conditions of the possible purchase of the Portfolio or Buildings, we undertake to (i) inform you immediately and promptly in writing of the requests received, and (ii) to agree with You on the time and method for providing the requested information, whilst retaining our commitment to limit any disclosure solely to information mandatory required by the authorities or the law.
- (6) **Return and Destruction.** All Confidential Information however transmitted or acquired shall be immediately returned, at our expense, at the execution of the final contract of sale of the Portfolio or the Buildings, if any, or at the closure of the Procedure for any reason (e.g. upon selection of another bidder, following a declaration of suspension or termination of the Procedure or the receipt of a notice of non award) and any copy or record of the Confidential Information stored on computers or in another form will be deleted or destroyed.
- (7) **Responsibility.** We acknowledge and accept that any our breach or failure to duly and timely comply with the obligations and commitments undertaken under this agreement could lead to serious and irreparable damages, including reputational ones, for You and/or Your Collaborators and, therefore, we undertake to pay compensation for any damage as well as for any other costs or expenses incurred by You and indemnify You from any action or claim put forward by anyone against You or Your Collaborators in respect of any breach or inaccurate or untimely fulfillment of the obligations assumed herein by us and Our Collaborators without prejudice to any other remediation you are entitled to.
- (8) **Privacy Statement.** We acknowledge, and by signing this document, we give our consent so that all information that constitutes our and Our Collaborators personal data will be processed by You and Your Collaborators on paper or by electronic means in full compliance with current law in order to perform the activities related to the completion of the Procedure (i.e. evaluate your Expression of Interest or offers, conduct any negotiations, draft any announcements, addressed also to third parties, etc.), and that it may be disclosed to third parties (e.g. competent authorities) in cases specified by law or in cases it is strictly necessary to carry on the Procedure, in which cases the third party will be appointed as data processors pursuant to applicable provisions of Legislative Decree 196/2003 (e.g. advisors and/or consultants appointed by You for the provision of certain services in the context of the Procedure). We acknowledge that the submission and processing of such data is necessary for the completion of the Procedure as our refusal will result in the impossibility to take part in the Procedure. We also accept that, at any time, we are entitled to know the personal data available to or processed by You, obtain cancellation, transformation into anonymous form or block unlawfully processing of data as well as update, rectify and if you are interested, integrate data and that we may oppose, for legitimate reasons, the processing itself by contacting the data processor, appointed by UniCredit S.p.A. as data controller, i.e. UniCredit Business

01-OCT-2012 16:08 FROM EKONOMI BAK. SERBEST BDLG TO TIM

P.06

Integrated Solution S.C.p.A., via Livio Cambi 5, 20151 Milan, e-mail
usacompliance.ubis@unicredit.eu.

(9) Duration. Regardless of the status or outcome of the Procedure, the obligations assumed herein shall expire at the end of 2 (two) years from the signing of this document.

(10) Law. Jurisdiction. This document and our relationship arising therefrom is governed by Italian law and for any dispute arising in relation to it - that cannot be amicably settled - shall be submitted to the final decision of the court of competent jurisdiction in Milan.

Yours faithfully,

Place _____ Date _____

(Legible signature) _____

Company

Name and Family Name:

Position:

Pursuant to Article 1341, paragraph 2 of the Italian Civil code, we hereby specifically approve the above statements regarding: (i) the use of Confidential Information (3); (ii) Disclosure of the Confidential Information (4); our responsibility (7) and the applicable law and jurisdiction (10).

Yours faithfully,

(Legible signature) _____

Company

Name and Family Name:

Position:

01-OCT-2012 16:09 FROM EKONOMI BAK. SERBEST BOLG

TO TIM

P.07



Recorded Delivery
To Repubblica di TURCHIA
Palazzo Gamberini - Via
Palestro, 28 - 00185 Roma
To the att.n of S.E. HAKKI
AKIL
E-mail notified
ambasciata.roma@mfa.gov.t
r

Milan, September 19, 2012

SUBJECT: Divestment procedure for the property portfolio named "I Villini di Roma" owned by UniCredit S.p.A (the "Procedure")

Invitation to express interest

Dear Sirs,

We would like to inform you that UniCredit Business Integrated Solution S.C.p.A. (UBIS) - acting as *asset manager* of UniCredit S.p.A. - is commencing a divestment procedure for the property portfolio consisting of real estate properties owned by UniCredit S.p.A. as listed in Table 1 below and described in the attached brochure - see Annex "A" (each of the real estate property hereinafter referred to as "Building" and altogether, the "Portfolio").

The scope of the Procedure is to sell and/or lease the entire Portfolio or one or more individual Buildings. The various stages of the Procedure (i.e. expression of interest, non-binding offers, due diligence, binding offers and awarding of the contract, if any) will be performed under the terms and conditions that UBIS will indicate, in the course of the Procedure, to those who will express interest in the Procedure and be selected by UBIS, at its sole discretion, to take part in the subsequent phases of the Procedure.

Should you be interested in taking part in the Procedure, please send the following documents (collectively known as Expression of Interest) by registered post with confirmation of delivery, no later than 18:00 on October 15th 2012 (date as postmark) to this address

Cushman & Wakefield LLP
Via Vittorio Veneto 54/b
00187 Roma
For the attention of Carlo Vanini and Sara Pesino
Email: carlo.vanini@eur.cushwake.com
sara.pesino@eur.cushwake.com

01-OCT-2012 16:09 FROM EKONOMI BAK. SERBEST BOLG TO TIM

P.08

- (1) a document containing: (a) your Expression of Interest in the purchase and/or lease of the Portfolio or of one or more Buildings which you should indicate by ticking the appropriate fields in the table below; and (b) the name of the contact person(s) to whom all subsequent communication regarding the Procedure should be addressed together with their contact details (postal address, e-mail address, fax and mobile phone numbers). These names and details may be changed during the Procedure by sending the new names and contact details in writing to the above address. Should you be acting as an intermediary or agent for others, we kindly ask you to specify this circumstance and declare the full and exact name /identity of your principal and a short description of the activity/business of your principal;
- (2) a copy of this letter, initialed on each page and signed at the bottom, as unconditional acceptance of all the terms and conditions contained herein;
- (3) a copy of the attached confidentiality and privacy agreement (Annex "B"), initialed on each page and duly signed by you.

The sending of this letter and its contents and any subsequent communication do not constitute and may not be interpreted or construed in any way as a public offer pursuant to Article 1336 of the Italian Civil Code, or a solicitation of funds from the public pursuant to Article 94 et seq. of Italian Legislative Decree 58/1998, or an appointment as real estate agent pursuant to Article 1754 of the Italian Civil Code.

No kind of obligation or commitment shall arise on UBIS from the receipt of the Expression of Interest and/or any further communication whether it complies or not with the facsimile proposed by UBIS. UBIS retains the right at any time and without notice to suspend or terminate the Procedure or to change its subject and/or terms, regardless of the status of the discussions, or to engage with third parties without this giving rise to any compensation for damages or other action by those concerned against UBIS or the owner of Buildings.

No right, claim or action whatsoever in relation to the Procedure or to its execution, nor right to any service or payment whatever the title (compensation, damages, reimbursement, expenses etc.) from UBIS shall arise from taking part in any way in the Procedure. It is expressly understood that all fees and expenses incurred by you to take part in the Procedure, including expenses for preparing the required documents, intermediary commission or payments of any kind to third parties involved in any capacity in the Procedure, shall be borne entirely by you.

Please also note that UBIS, an instrumental services company of the UniCredit Group, has been appointed by UniCredit S.p.A. as the owner of the Buildings to act in the Procedure on behalf and for the benefit of UniCredit. The final decision with regard to the divestment of the Buildings stays with UniCredit S.p.A and is subject to the approval by the competent corporate bodies.

It is understood that all rights, powers and guarantees provided for UBIS shall be deemed to be extended and fully applicable to UniCredit S.p.A as well as to the company "Cushman & Wakefield LLP" which has been appointed by UBIS to carry out certain activities connected with the Procedure (Advisor).

01-OCT-2012 16:09 FROM EKONOMI BAK. SERBEST BOLG TO TIM

P.09

For any additional information about the procedure please contact Cushman & Wakefield LLP, for the attention of Carlo Vanini (Tel. +39 06 420079.1 e-mail carlo.vanini@eur.cushwake.com) or Sara Pesino, (Tel. +39 06 420079.1 e-mail sara.pesino@eur.cushwake.com)

The whole Procedure is governed by this letter, by the provisions contained in subsequent communications sent by UBIS to those taking part in the Procedure, and by the applicable provisions of the Italian Law which will be the governing law of the Procedure. Any dispute arising from or related to the Procedure shall be submitted to the exclusive jurisdiction of the Court of Milan.

Best Regards,

Cushman & Wakefield LLP

01-OCT-2012 16:09 FROM EKONOMI BAK. SERBESI BULL TO TIM

I Villini di Roma

CUSHMAN & WAKEFIELD

Cushman & Wakefield LLP
Via Filippo Turati 16-18
20121 Milan
Tel. +3902637991

Cushman & Wakefield LLP
Via Vittoria Veneto 54-b
00187 Rome
Tel. +39064200781

www.cushmanwakefield.com

UniCredit

01-OCT-2012 16:11 FROM EKONOMI BAK. SERBEST BOLG TO TIM

P.11



TOTAL P.11

TOTAL P.11

Dependence Rasponi
Via Baccanapaga
Area 50m² 210
Floors (above ground) 2
This building will be sold together with Villa N

Villino Rasponi
Via Baccanapaga
Area 50m² 1179
Floors (above ground) 7
This building will be sold together with Dependence I

Villino Berti
Via Piemonte
Area 50m² 2370
Floors (above ground) 4

Villino Pignatelli
Via Baccanapaga
Area 50m² 2321
Floors (above ground) 6

Villino Rattazzi
Via Baccanapaga
Area 50m² 2737
Floors (above ground) 5

Villino Francosini
Via Salsustiana
Area 50m² 2073
Floors (above ground) 4

Dependence Franzadini
Via Piemonte
Area 50m² 758
Floors (above ground) 3

Villino Capelli
Via Piemonte
Area 50m² 2560
Floors (above ground) 3
This building will be sold together with Dependence D

Villino Spierer
Via Piemonte
Area 50m² 2063
Floors (above ground) 4

Dependence Rattazzi
Via Piemonte
Area 50m² 573
Floors (above ground) 3