

NOTICE

FOR EXPRESSION OF INTEREST IN THE LEASE OR PURCHASE OF THE VILLA CARMIGNANI REAL ESTATE COMPLEX, LOCATED IN THE MUNICIPALITY OF COLLESALVETTI (LI), OWNED BY THE CASSA FORENSE

The Cassa Nazionale di Previdenza e Assistenza Forense (hereinafter also called "Cassa Forense") is launching an investigation aimed at receiving expressions of interest for the lease or purchase of the "Villa Carmignani" Real Estate complex, free of occupants and available (*), located in the municipality of Collesalveti (LI). In the case of renting for non-residential use, the same must be concerned with the exercise of activities characterised by purposes of social interest, social welfare or social-health, that is, socio-educational-cultural, with profit or not for profit, and in any case, relevant to the territory, compatible with the constraint described below (the "Activities").

Anyone with an interest is allowed to submit their expression of interest in accordance with this notice.

CHARACTERISTICS OF THE REAL ESTATE PROPERTY

The characteristics of the real estate complex are indicated in the description information published on the www.cassaforense.it website.

PRIORITY OF LEASE OF THE PROPERTY COMPARED TO ITS SALE

The Cassa Forense intends to proceed with priority given to the lease of the real estate property in question, so that, if expressions of interest are received for the lease as well as for the purchase, the priority will be given to activating the process for renting. Only after the unsuccessful conclusion of the lease process can expressions of interest in the sale of the property be taken into account.

DURATION AND CONDITIONS OF THE LEASE

If the property is to be rented, the duration of the lease is set at 6 (six) years, renewable for another 6 (six) pursuant to art. 28 of Law no. 392/78, with starting date at the signing of the contract.

The rent must be paid in early monthly instalments.

The change of intended use and the subleasing of the property, even partial, are not allowed.

The routine maintenance of the real estate complex, as well as any minor maintenance, will be borne by the tenant.

Without prejudice to the assessment by the Cassa Forense, in consultation with the Municipality of Collesalvetti, regarding the suitability of the Activity exercised by the person concerned to the potential lease of the real estate complex in question, for the purpose of identifying the subject with which to proceed with the stipulation of the lease, taken into consideration will be the amount of the annual rent offered, **which will not, in any case, be less than Euro 40,000.00 (forty thousand/00)** in addition to the ordinary maintenance costs, at the status that can be estimated at a maximum of € 25,000.00 (twenty-five thousand/00) per year.

PURCHASE PRICE

For the purpose of identifying the subject with whom to proceed with the stipulation of the purchase contract - which is concerned with the real estate complex in question as well as the movable property and furnishings contained within it, which will be the subject of specific inventory to be drawn up together with the buyer - the amount of the offered price will be taken into account, **which will not, in any case, be inferior to Euro 1,650,000.00 (one million six hundred and fifty thousand/00).**

REQUISITES AND PROCEDURES FOR PARTICIPATION

In the event of an expression of interest in the lease of the property, as long as the activities to be carried out by the tenant in the real estate property are characterised by the purposes stated in the premise, the expression of interest is reserved only for the subjects that meet all the requisites required by the law for the management of the Activities.

Both those interested in the lease of the property - in possession of the requirements listed above - and those interested in the purchase of the property, must send their expressions of interest exclusively via certified email to the address digregorio@cert.cassaforense.it, **no later than 1:00 pm on 29/02/2020.**

The same subject is allowed to present the expression of interest both for the lease and for the purchase of the property.

The expression of interest, signed, in the case of a legal entity, by the legal representative of the Company concerned or by a prosecutor with power of signature with indication and attachment of a copy of the power of attorney, must contain the following information:

- Subject name and legal nature (natural person or legal entity, commercial enterprise or non-profit);
- Registered office (*Full address*);
- Contact details (*telephone, fax, email address, certified email*);
- First and Last name of the legal representative or of the delegated person with power of attorney;
- Certified email address at which to receive subsequent notices from the Cassa Forense;
- Registration in the Chamber of Commerce, where required by the legislation in force;
- declaration of not being in any of the prohibitive conditions pursuant to art. 80 of Legislative Decree 50/2016, wherever applicable;
- consent referred to in art. 71, paragraph 4, of Presidential Decree no. 445 of 28/12/2000, of the Cassa Forense, to ascertain the veracity of the statements concerning the requirements of this article provided pursuant to arts. 46 and 47 of the aforesaid regulatory text;
- declaration to have been informed, in accordance with and for the effects of the privacy law, that the personal data conferred will be processed, including with computerised tools, in the context of process for which the declaration has been made and authorises the processing of the personal data provided;
- consent, if another person concerned requests it, to the release, by the Cassa Forense of a copy of the documentation submitted for the expression of interest or its justified refusal in order to deny disclosure of the parts of the documentation that are technical or commercial secrets that would preclude access to them by third parties;
- **in the event of an expression of interest in the lease of the property, a project with a detailed and articulated description of the Activity that will be exercised by the potential tenant in the real estate complex of Villa Carmignani subject to the lease;**
- **in the event of an expression of interest in the lease of the property, the amount of the annual rent offered;**
- **in the event of an expression of interest in the purchase of the property, the amount of the price offered;**
- **in the event of an expression of interest in the purchase of the property, a provisional guarantee** to cover the non-signing of the contract due to any fact attributable to the bidder, **of the amount of two percent**

of the price offered, in the form of a security deposit or guarantee pursuant to art. 93 of Legislative Decree 50/2016.

The guarantee, at the choice of the bidder, may be issued by banking or insurance companies that meet the solvency requirements provided by the laws governing their respective activities or issued by financial intermediaries registered in the register referred to in art. 106 of Legislative Decree no. 385 of 1 September 1993, which are exclusively or predominantly carrying out the issuance of guarantees and which are audited by an auditing company registered in the register referred to in art. 161 of Legislative Decree no. 58 of 24 February 1998, and that they have the minimum solvency requirements required by the current insurance banking legislation.

The guarantee must expressly provide for the waiver of the benefit of the preventive examination of the principal debtor, the waiver of the exception under art. 1957, paragraph 2, of the Italian Civil Code, and the operation of the guarantee itself within fifteen days, upon the simple written request of the Cassa Forense.

The guarantee must be effective for at least 180 days from the date of submission of the expression of interest and will be automatically released at the time of signing the contract.

In the event of multiple lease offers with rents of the same amount or multiple purchase offers at the same price, the interested parties may be required to submit a new integration offer and, in the event of further parity or in the absence of integration offers, the winning offer will be determined by the drawing of lots.

This notice is published on the institutional website, at the address www.cassaforense.it, on the online publications <http://www.livornotoday.it/economia/> and <http://www.pisatoday.it/economia/>, as well as on the websites Homeglobally.com and Gate-away.com.

Any requests for information regarding this notice and/or inspection of the real estate complex in question, as well as in relation to the documentation concerning the property, including the acts of origin of the property itself, may be forwarded to the Manager: Eng. Marco Di Gregorio; certified email: digregorio@cert.cassaforense.it.

STIPULATION OF THE CONTRACT IN THE EVENT OF RENTAL LEASE

At the time of signing the contract, the tenant must submit a guarantee or guarantee policy issued by a banking or insurance company that meets the solvency requirements provided by the laws governing their respective activities or issued by financial intermediaries registered in the register referred to in art. 106 of

Legislative Decree no. 385 of 1 September 1993, which are exclusively or predominantly carrying out the issuance of guarantees and which are audited by an auditing company registered in the register referred to in art. 161 of Legislative Decree no. 58 of 24 February 1998, and that they have the minimum solvency requirements required by the current insurance banking legislation.

The aforesaid deposit must be issued as guarantee for all the obligations assumed with the stipulation of the lease, valid for the entire contract period, to cover a maximum amount equal to one annuity of the rent.

The aforesaid guarantee must contain expressly: 1) the waiver of the benefit of the preventive examination of the principal debtor, the waiver of the exception under art. 1957, paragraph 2 of the Italian Civil Code, and the operation of the guarantee within 15 days, upon the simple request of the Cassa Forense; 2) the indication of the lease to which it refers.

The aforesaid guarantee or guarantee policy will be released only at the termination of the lease, without prejudice to the right of recourse of the Cassa Forense for any damage caused to the structure and/or for rents and ancillary charges left unpaid. For the signing of the contract the tenant will also be required to submit an insurance contract (all-risks policy) that includes theft, fire and direct and indirect damage caused to persons or things related to the management of the activity in question, for a ceiling of Euro 2,500,000.00 (two million five hundred thousand/00), also considering the declaration of historical-artistic interest pursuant to art. 10 paragraph 1 of Legislative Decree no. 42 of 22 January 2014 and subsequent amendments and additions issued by the Regional Secretariat of the Ministry of the Cultural Heritage and Activities and Tourism for Tuscany with Decree no. 151/2017 (the "Constraint").

() For the purposes of any lease, the property is defined as free of persons, being currently furnished with period furniture, also subject to the Constraint referred to in the previous paragraph and being able to merge them into the dedicated loan agreement; the real estate property is understood to be available for rent with the exception of the structure of the Noble Chapel, which currently requires interventions of safety measures and renovation, and the technical room located on the ground floor of the structure of the Manor House that currently houses the Disaster Recovery of the Cassa Forense: also this latter room can, if necessary, merge into a dedicated loan agreement.*

STIPULATION OF THE CONTRACT IN THE EVENT OF PURCHASE:

In view of the knowledge that the real estate complex of this expression of interest has been declared to be of cultural interest pursuant to art. 10, paragraph 1 of Legislative Decree no. 42/04 and is, consequently subject, in the event of transfer, to the right of pre-emption by the relevant authorities under arts. 60 and subsequent of the aforementioned Legislative Decree, the effectiveness of the deed of sale will be a condition precedent to the non-exercise of the above right of pre-emption within the statutory deadlines.

At the same time as the stipulation of the aforesaid deed of sale with condition precedent, the purchaser will pay to Cassa Forense a deposit of 20% of the purchase price.

PROCEDURAL PROVISIONS

This notice constitutes an invitation to express interest and not an offer to the public pursuant to art. 1336 of the Italian Civil Code or a solicitation to public savings pursuant to art. 94 and subsequent of Legislative Decree no. 58 of 24 February 1998 and subsequent amendments and additions; it is therefore aimed at obtaining expressions of interest aimed at the lease or purchase of the real estate property in question.

The publication of this notice and the receipt of expressions of interest do not require the Cassa Forense to be obliged or committed to the parties concerned nor are they entitled to receive benefits from the Cassa under any title, including the payment of mediation fees and any consultancy charges.

The Cassa Forense expressly reserves the right to revoke this procedure or to suspend or change its terms or conditions at any time, without prior notice and without justification, whatever the degree of progress of the procedure and without that it may result in the parties concerned being entitled to any compensation and/or reimbursement of expenses.

The Cassa Forense states that - similar to what happened for other properties already owned by the same Cassa - the real estate complex in question, where not transferred at the outcome of this expression of interest, may be subject to assignment to a real estate investment fund, which will not, in any case, bring about - since it is an assignment - any right of pre-emption for the eventual tenant in order to purchase the real estate complex itself.

Rome, 21 November 2019

Disclosure of art. 13 of the General Regulation on Data Protection, EU 2016/679 and Legislative Decree no. 101/18.

The Cassa Forense, as the Data Processor, is required to provide information regarding the use of the personal data in its possession.

The personal data in the possession of the Cassa is collected directly from the parties concerned and is processed in accordance with the obligations of fairness, legality and transparency imposed by the aforementioned legislation, protecting the confidentiality and rights of the parties concerned. The processing of personal data is aimed at carrying out the expression of interest, as well as the fulfilment of any obligations under current legislation or requests from the public authority.

The provision of the data is necessary for the expression of interest to take place and their possible refusal would prejudice its implementation.

The personal data communicated by the parties concerned may be communicated to other parties concerned who exercise the right of access to the documentation, in accordance with the current legislation.

In relation to these purposes, the processing of personal data is carried out through manual and/or computerised tools with organisational and processing logics closely correlated to the purposes themselves and in any case adequate to ensure the security, integrity and confidentiality of the data themselves.

The person concerned may exercise the rights under art. 13, paragraph 2, letters (b) and (d), as well as from arts. 15 to 21 of the EU Regulation no. 2016/679.

The above rights can be exercised through the sending of a request to the e-mail address: dpo.privacy@cassaforense.it; dpo.privacy@cert.cassaforense.it

The person concerned has the right to make a complaint to the Personal Data Protection Authority, based in Rome, via Monte Citorio 121 (tel. +39 06696771), following the procedures and indications published on the Authority's website www.garanteprivacy.it.