

Binding Offer

To

[Alitalia Linee Aeree Italiane S.p.A. in a.s. / Alitalia Servizi S.p.A. in a.s. / Alitalia Express S.p.A. in a.s. / Volare S.p.A. in a.s.]

c/o largo Amilcare Ponchielli 6

00198 – Rome (Italy)

To the kind attention of the Extraordinary Commissioner, Prof. Augusto Fantozzi

Binding Offer for the purchase of lot(s) no. [●], [●], and [●], of the technical warehouse

With reference to the notice of sale published on the web-sites of the procedure www.alitaliaamministrazionestraordinaria.it and www.alitaliaamministrazionestraordinaria.com, relating to the sale by means of private negotiation of the goods of the technical warehouse owned by [Alitalia Linee Aeree Italiane S.p.A. in a.s. / Alitalia Servizi S.p.A. in a.s. / Alitalia Express S.p.A. in a.s. / Volare S.p.A. in a.s.] (hereinafter, the “**Seller(s)**”), the undersigned, [●], in his capacity as [●] of the Company [●], with registered office in [●], registered at the Companies’ Registry of [●] with No. [●], fiscal code/VAT code [●] (hereinafter, the “**Offering Company**”), hereby

IRREVOCABLY UNDERTAKES

to purchase the goods of the technical warehouse of the Seller(s) constituting the following lot(s) (hereinafter, the “**Goods**”), for the consideration set out below (hereinafter, the “**Consideration**”), plus taxes:

a) [number of the lot]

[Consideration*: USD (*in numbers*) (*in letters*)]

* consideration must be in USD

[in case the offer concerns more lots]

b) [number of the lot]
[Consideration: USD (*in numbers*) (*in letters*)]

c) [number of the lot]
[Consideration: USD (*in numbers*) (*in letters*)]

The Offering Company:

- undertakes to keep this Binding Offer valid, effective and irrevocable until at least thirty days from the date of the submission of the offer;
- undertakes to fully pay to the Seller(s) the Consideration, by way of a bank transfer to the current account indicated by the Seller(s), or, as an alternative, by way of a banker's draft issued by an Italian bank, to be credited / delivered to the Seller(s) before the execution by the parties of the sale and purchase agreement concerning the Goods;
- accepts that, with the sole exception of the warranty of free and clear title and possession, the Seller(s) shall not provide any further representations and/or warranties in connection with the sale and purchase of the Goods, any defects in the same, including latent defects, or absence of qualities of the Goods. The purchase of the Goods will take place on an "as is, where is" basis, in their current factual and legal state, which is presumed to have been "seen and accepted" ("*visti e piaciuti*") by the Offering Company;
- accepts to bear all the costs related to the sale and purchase of the Goods, including those in connection with transportation of the Goods;
- **[in case the offer concerns more lots]** accepts that this Binding Offer may be considered as a severable offer, that means that it can be accepted also with reference to only one (or more) lot(s) among the ones indicated above;

- undertakes to execute the sale and purchase agreement of the Goods in the form attached to the present Binding Offer, whose copy, duly initialed on each page as for its full acceptance of its content, is attached herein.

The Offering Company declares:

- that the execution of the transactions set out under the Binding Offer is not subject to any authorization or approval by the competent corporate bodies of the Offering Company or by any regulatory or administrative authority, or to any other authorization or approval;
- that the financial resources relating to the payment of the Consideration have been already identified and are currently available to the Offering Company;
- that the Offering Company is not subject to any insolvency or winding-up proceedings, and that no insolvency proceeding or action which may result in a bankruptcy proceeding has been started or threatened in writing to be commenced;
- to have full knowledge of the Italian, EC and regulatory laws related to aeronautics, and to have full understanding of the investment to be carried out;
- to have decided to purchase the Goods subject matter of this Binding Offer, following an independent and free decision, in connection with what had been deemed to be the Offering Company's own convenience.

The following documents are attached to this Binding Offer:

- original/certified true copy of the power of attorney by way of which the legal representative/attorney-in-fact of the Offering Company has been duly authorized to submit the Binding Offer;
- copy of the standard form of the sale and purchase agreement of the Goods, duly initialed on each page for full acceptance of its content.

Date, [●]

SEAL/SIGNATURE