

**EXTRAORDINARY ADMINISTRATION OF
ALITALIA – LINEE AEREE ITALIANE S.P.A.**

NOTICE OF AIRCRAFT SALE

1. Recitals.

Upon request of Alitalia – Linee Aeree Italiane S.p.A. (hereinafter, “**Alitalia**” or the “**Company**”), the President of the Council of Ministers, by its own decree dated August 29, 2008, admitted the Company to the extraordinary administration proceedings pursuant to Law Decree No. 347 of 23 December 2003, converted into Law 18 February 2004 no. 39 and subsequently amended, as supplemented by Law Decree No. 134 of 28 August 2008, converted with amendments by law No. 166 of 27 October 2008, and appointed Prof. Avv. Augusto Fantozzi as the extraordinary commissioner (hereinafter the “**Extraordinary Commissioner**”).

On September 5, 2008, the Court of Rome, with decision No. 287, declared the state of insolvency of the Company and appointed as delegated judge Dott. Umberto Gentili.

On 19 November 2008, the Extraordinary Commissioner submitted to the Ministry of Economic Development (hereinafter, the “**Ministry**”) a sale program drafted pursuant to art. 27, paragraph 2, letter b-bis) of Legislative Decree No. 270 of 8 July 1999, which envisages, *inter alia*, the sale of the captioned aircrafts owned by Alitalia (hereinafter the “**Sale Program**”).

By its own decree issued on 19 November 2008, the Ministry approved the Sale Program and authorized its implementation.

By its own decree issued on 27th January 2010, the Ministry, in order to implement the provisions of the Sale Program, authorized, upon consultation with the Supervisory Committee, the Extraordinary Commissioner to commence the sale procedure of the captioned aircrafts at the terms and conditions set forth below.

The sale procedure provided by this Notice relates to the aircrafts set out below (hereinafter the “**Aircrafts**”) whose sale will be carried out by lots, to be sold for the highest consideration offered, provided that such consideration is not lower than the appraisal value attributed to the Aircrafts pursuant to Article 62 of Legislative Decree No. 270/1999.

MODEL	MARKS	LOT
MD 80	I-DACQ	Lot 2
MD 80	I-DACW	Lot 2
MD 80	I-DACX	Lot 2
MD 80	I-DANL	Lot 2
MD 80	I-DANM	Lot 2
MD 80	I-DANP	Lot 2
MD 80	I-DATR	Lot 2
MD 80	I-DANR	Lot 2
MD 80	I-DANV	Lot 2
MD 80	I-DAWR	Lot 2
MD 80	I-DATD	Lot 3
MD 80	I-DATJ	Lot 3

MD 80	I-DATO	Lot 3
MD 80	I-DAVR	Lot 3
MD 80	I-DATF	Lot 4
MD 80	I-DATK	Lot 4
MD 80	I-DACP	Lot 4
MD 80	I-DAVV	Lot 4
MD 80	I-DATH	Lot 5
MD 80	I-DATA	Lot 5
MD 80	I-DATL	Lot 5
MD 80	I-DATB	Lot 5

Parties interested in the purchase of the Aircrafts may submit binding offers for the purchase of one or more lots through the submission of the "Binding Offer" pursuant to the text which is available on the websites www.alitaliaamministrazionestraordinaria.it and www.alitaliaamministrazionestraordinaria.com.

Please note that in the event that the Binding Offer provides for the purchase of more than one lot, such Offer will be not considered as cumulative and therefore the single Lot/Lots will be awarded and the offeror will be obliged to purchase the awarded Lot/Lots.

2. MODALITIES AND CONDITIONS TO PARTICIPATE TO THE PROCEDURE AND FOR THE AWARDING

Aircrafts are sold in Lots, therefore offers for the purchase of single aircrafts may not be submitted, and in any case offers will be considered only if relating to the purchase of Lots. Offers on behalf of third parties or for person to be nominated will not be accepted.

Subject to the penalty of exclusion, offers must provide for a consideration equal or higher than the appraisal value attributed to each lot pursuant to Article 62 of Legislative Decree No. 270/1999 (plus any applicable tax).

Subject to the penalty of exclusion, offers must provide for a guarantee in favour of Alitalia for an amount equal to 10% of the consideration offered. It is understood that in the event that an offer is submitted for more than one lot, it will be necessary to provide a specific guarantee for each Lot. The guarantee may be retained, also as liquidated damage, in the event of breach of the obligations provided under the Binding Offer. Such guarantee must be provided for each Lot to which the Binding Offer relates to. The guarantee may be provided, alternatively, by way of:

- a) one or more autonomous and first demand bank guarantee(s), to be issued in favor of Alitalia Linee Aeree Italiane S.p.A. in a.s. by an Italian or a foreign bank. Such guarantees: (i) must be governed by the Italian law and cannot provide for a non Italian jurisdiction; (ii) must provide for the waiver of the right to request the main debtor to pay in first instance (*"beneficio della preventiva escussione del debitore principale"*) and of all the exceptions provided under Articles 1945 and 1957 of the Italian civil code, the effectiveness of the guarantee through the payment to be executed within 15 days, by simple request in writing by Alitalia, all the objections removed; (iii) must expire not before 7th May 2010; or
- b) pledge in favor of Alitalia Linee Aeree Italiane S.p.A. in a.s. on cash or on securities

guaranteed by the State, valid at the date of the pledge and deposited at the provincial treasury of the State or at any other authorized office; or

- c) one or more non transferable bank drafts (“*assegni circolari*”) issued by an Italian or foreign bank in favour of Alitalia Linee Aeree Italiane S.p.A. in a.s..

Such guarantee will be returned by Alitalia to (i) the awarded offeror, at the time of the receipt of the full payment of the considerations for the purchase and (ii) the other offerors, by five working days following the execution with another offeror of the sale and purchase agreement, or by five working days following the decision of the Extraordinary Commissioner to not proceed with the awarding of the Lots in relation to which the guarantees were provided.

2.1 Submission of the offers

Interested parties may submit their offers in a sealed envelope to be delivered by hand no later than 5.00 PM on 8th April 2010, at the registered office of Alitalia Linee Aeree Italiane s.p.a. in a.s. - 00148 Rome - viale A. Marchetti 111, to the attention of the Extraordinary Commissioner, setting out, in the heading, “Sale of the Aircrafts – STRICTLY PRIVATE AND CONFIDENTIAL”.

The envelope must include the binding offer - initialed on each page and signed on the last page by the legal representative or by an attorney-in-fact, duly authorized - to be drafted pursuant to the form published on the website of the Extraordinary Administration of Alitalia, and contain, subject to the penalty of exclusion, the declarations of commitment provided under such form. The following documents must be attached to the binding offer:

- original of the bank guarantee(s) or, in the event of pledge on cash/securities, the original of the act of their deposit from which it results their issuance exclusively in favour of Alitalia or the original of the bank drafts issued in favour of Alitalia (provided that the potential awarding will be subject, in any case, to the verification, also in second instance, of the validity of the provided guarantee);

- original of the power of attorney by way of which the legal representative/attorney-in-fact of the offeror has been duly authorized to submit the binding offer and to submit higher offers, also for the purpose of the simultaneous integration of the guarantee;

- copy of the standard Aircrafts sale and purchase agreement, published on the internet website of the Extraordinary Administration Procedure, duly initialed on each page as for its full acceptance.

- copy of this Notice, duly signed and initialed on each page as for its full acceptance.

The offers must not contain neither any conditions, whether expressed or implicit, nor, for example, but not limited to, may be subject to any further due diligence activity or any financing or other events, or any company's authorizations or approvals.

The consideration offered for the lot must be indicated in numbers and in words with the indication that in the event of non coincidence the value expressed in letters shall prevail for all legal purposes. If the guarantee does not match with the value indicated in the offer, the value indicated therein shall prevail to the extent it is at least equal to the appraisal value. The price indicated in the offer (or in the potential auction, as it results from the minutes drafted by the public notary) for the purchase of the lot/lots will be allocated in equal parts between the Aircrafts constituting the lot/lots in proportion with the values indicated in the appraisal.

2.2 Evaluation of the offers

The evaluation of the offers will take place starting from 12.00 AM on 9th April 2010, at the presence of the Extraordinary Commissioner (or such other party as may be delegated by the latter), and of a public notary, at the registered office of Alitalia Linee Aeree Italiane s.p.a. in a.s. Not more than two representatives for each offeror may attend the public meeting, provided that a confirmation of their attendance is given by 5.00 PM on 8th April 2010 at the e-mail address procedura@it.rothschild.com. The Extraordinary Commissioner reserves the right to request the offerors to provide further information or clarifications during the public meeting.

The Extraordinary Commissioner during the public meeting will ask to the offerors to submit increased offers stating from the highest consideration offered (upon condition that the relevant representative of the offeror has the necessary powers, also to integrate the guarantee). The increased offers must be guaranteed by bank cheques (“*assegni bancari*”) on an Italian or foreign bank, for an amount equal to 10% of the difference between the consideration offered in the offer already submitted and the higher consideration offered in the public meeting. The issuance of the bank cheques is the condition precedent for the awarding.

The highest offer shall be deemed to having been accepted by Alitalia only after the issuance of the relevant written communication.

The consideration of the awarded offer will be allocated between the Aircrafts composing each lot in proportion to their appraisal value.

The execution of the sale and purchase agreement will take place, after the evaluation of the offers, in the date and place which will be communicated by Alitalia to the awarded offeror.

The validity of the offers shall cease only following the expiration of the term provided therein or upon expiration of the shorter term which may be communicated in writing by Alitalia and therefore the acceptance by Alitalia of another offer before the expiration of the above mentioned term shall not cause the other offers submitted to become invalid. If, for any reason, the transfer of the Aircrafts to the awarded offeror cannot be executed, Alitalia shall have, in any case, the right to award the lot to the second best offer received (and, subsequently, to the next offers with the highest consideration, if needed).

3. Due Diligence

The interested parties, upon request to be submitted by e-mail to the address procedura@it.rothschild.com, by the fifth day following the publication of this Notice, will be admitted to carry out a due diligence on the Aircrafts (the “**Due Diligence**”), in conformity to the rules which will be communicated by the Extraordinary Administration Procedure, following the execution of the due diligence rules and of the confidentiality agreement which will be provided by Alitalia. In any case, upon condition that the relevant request is received by the above term of five days following the publication of this Notice, the Due Diligence will be allowed for a period not less than 15 days. The Due Diligence shall terminate on 16th March 2010.

4. Request for clarifications

For any further clarification and/or information on this notice of sale interested parties may send a specific request by 5.00 PM on 1st March 2010, exclusively via e-mail, to the address procedura@it.rothschild.com, indicating as the subject matter “clarifications on the procedure for the sale of the aircrafts” (“*chiarimenti su procedura di vendita aeromobili*”).

The Extraordinary Commissioner (or such other party as may be delegated by the latter), with the assistance of its advisors, shall send the requested clarifications and/or information to all of the requesting parties by and no later than 5.00 PM on 15th March 2010.

5. Further provisions

Each decision in relation to this notice of sale, the sale procedure and the following execution of the sale and purchase agreement is, in any case, subject to the decisions of the Ministry of Economic Development, upon consultation with the Supervisory Committee.

The publication of this notice, the receipt of the expressions of interest and of the offers by the Extraordinary Commissioner does not give rise to any obligation or undertaking on the part of the Extraordinary Commissioner to proceed with the sale, with respect to the interested parties nor it does entail any right for those who have submitted the offers to receive any performance whatsoever from Alitalia or the Extraordinary Commissioner.

The Extraordinary Commissioner shall not bear any responsibility in relation to the truthfulness, correctness and completeness of the information and documents supplied.

With reference to the purchase of the Aircrafts, it is understood that, with the sole exception of the warranty of free and clear title, the Extraordinary Commissioner shall not provide any further representations and/or warranties in connection with the sale and purchase of the Aircrafts, any defects in the same, including latent defects, or absence of qualities of the Aircrafts or rights to be transferred. The purchase of the Aircrafts will take place on an “as is” basis, in their current factual and legal state, which is presumed to have been “seen and accepted” (*“visti e piaciuti”*).

The Extraordinary Commissioner reserves the right, in every moment, to withdraw from the sale procedure or to suspend, interrupt or amend its terms and conditions or to enter into negotiations with any third party. Also in such cases, the offerors may not rise any claims for compensation, indemnity or claims of any other nature against the Extraordinary Commissioner.

The advisors of the Extraordinary Commissioner does not bear any obligation towards the interested parties that through the execution of this notice of sale, declare to release them from any responsibility whatsoever and to waive any claim which they may have in relation to their activity carried out for the Extraordinary Commissioner.

This call for expressions of interest does not constitute an offer to the public pursuant to Article 1336 of the Italian civil code.

Each of the offerors shall bear the costs relating to the investigations and evaluations of the Aircrafts and expenses, including those related to their lawyers and advisors, and any other cost and expense related to the analysis of the transaction.

Personal data provided by the interested parties will be treated pursuant to Legislative Decree of June 30, 2003, No. 196. The rights of the interested parties and their confidentiality will be protected pursuant to the provisions of such Decree. The treatment of the personal data is carried out only for the purpose of verifying the qualifications of the interested parties in relation to this sale procedure and its development. Alitalia, in the person of the Extraordinary Commissioner (or such other party as may be delegated by the latter), is the responsible for the treatment of such data

and for the exercise by any interested party of his rights pursuant to Article 7 of Legislative Decree of June 30, 2003, No. 196 .

This notice, the relevant sale procedure and anything provided therein is governed by Italian law.

The Court of Rome shall have the exclusive jurisdiction over any dispute that may arise in connection with this notice, the relevant sale procedure, its interpretation, validity and effectiveness.

This notice is published on the website of the Extraordinary Administration Procedure www.alitaliaamministrazionestraordinaria.com and www.alitaliaamministrazionestraordinaria.it in Italian and English language, provided that the only official version will be the Italian version and it shall prevail over the English version for all legal purposes. Furthermore, the aircraft sale and purchase agreement will be executed in the Italian language.

Rome, 15 February 2010.

The Extraordinary Commissioner
Prof. Avv. Augusto Fantozzi