



ICE - Agenzia per la promozione all'estero e  
l'internazionalizzazione delle imprese italiane

## NOTICE OF PRIVATE NEGOTIATION

### ALIENATION OF PROPERTY LOCATED IN FLORENCE - VIA QUINTINO SELLA 67-69

#### Foreword

The ICE - Agenzia per la Promozione all'estero e l'Internazionalizzazione delle imprese italiane (Italian Trade Agency) (hereinafter "ICE-Agenzia") is available to launch a private negotiation for a free real estate unit that has remained unsold following a notary public auction, made up of vacant property for office use, located in Florence, no.67 / 69 Quintino Sella Str..

The negotiation is initiated by an offer to purchase, of a greater amount, by a potential buyer compared to the published value and relative to the real estate unit up for sale.

The private negotiation is conducted in full compliance with the principle of transparency and to this end we proceed with publishing this notice:

1. On the ICE-Agenzia institutional website, both in the Italian and English section;
2. In transparent Administration, where it will remain visible until the deadline for submitting offers,
3. Through all the communication channels available to the ICE-Agenzia, both in Italy and abroad.

#### Description of the property

The property, for office use, is located in the central area of the city of Florence, classified by the National Real Estate Revenue Agency as a "C7 - Madonnene, San Salvi, Bellariva" area with exclusive use appurtenances connected to the main unit.

The property, structured on two levels, a mezzanine and first floor, is part of a building with a greater consistency made up of six floors above ground level and two underground levels mainly for residential use. The property has direct access from the condominium staircase, found at Via Quintino Sella number 67, while the 560 sq. m square/garden is designated partially as uncovered parking space for exclusive use.

Number 69 has a private access with an entrance bar to the square/garden. The sum of € 246.00 is paid annually for this access as a (COSAP - Space Occupation and Public Areas Rent) tax.

The two portions of the property, connected by an internal staircase, consist of a 168 sq. m area on the mezzanine floor and a 340 sq. m area on the first floor, for a total of 508 sq. m.

A technical room found in the basement is also part of the property.

Pursuant to Presidential Decree 138/98, whose principles have been adopted in the Real Estate Market Observatory (Osservatorio del Mercato Immobiliare, OMI) database, the surface consists of the sum of the surface of the main rooms and the homogeneous surface of the appurtenances (ornamental i.e. gardens / services i.e. open parking spaces).

### **Basic selling price**

The negotiation is launched by establishing, as a reference point, the sum set as a basis of auction in the last auctioned round which amounts to € 900,000.00.

The private negotiation cannot, in any case, be concluded for an amount lower than this value.

### **Method and deadline for submitting the offer**

The offer must be submitted, under penalty of exclusion, no later than the mandatory deadline of 24<sup>th</sup> April 2019 – 12pm, in accordance with the attached form, in a sealed envelope labelled as follows:

“Proposal for purchase of the property located at no. 67/69 Via Quintino Sella, Florence”

to the Ufficio Accettazione Corrispondenza (Correspondence Reception Office) of the ICE-Agenzia at no 21, Via Liszt– 00144 ROME EUR, via recorded delivery letter with return receipt, or delivered by hand.

Delivery of the Offer may also be made by means of an authorised person, in possession of a valid identification document and a written power of attorney, accompanied by a copy of the valid identification document of the Offering Party.

No offers submitted beyond the indicated deadlines will be accepted; offers submitted after the awarding of the contract shall be excluded even if they are formulated within the terms and means described in article 584 of the Civil Procedural Code.

The Offer must be filled out in paper format, or in digitalised paper format, and must be submitted, on penalty of exclusion, in a sealed envelope, to the Ufficio Accettazione Corrispondenza of ICE-Agenzia (Correspondence Reception Office) from Monday to Friday, between 8am and 2pm (except on Monday the 22<sup>nd</sup> April, because our offices are closed), as follows:

**a)** it must be drafted in one of the following formats, as per the form attached to this Notice (Domanda di partecipazione e offerta), and must be contained:

- in a large paper envelope, which must be closed and countersigned by the Offering Party on at least one of the flaps sealing the envelope;  
or
- in a digital file, in pdf format, with the Offering Party's digital signature, submitted on a digital support (cd, dvd or pen-drive);
- if the Offering party does not have a digital signature, it may deliver the large paper envelope, closed and countersigned as above, containing a scanned version of its contents in pdf format and supplied on a digital support (cd, dvd or pen-drive).

**b)** It is not permitted for the same party and/or, in the case of legal entities, associated and/or affiliated companies, to submit more than one Offer as per Article 2359 of the Civil Code; where an Offer is to be presented by a person to be appointed, said appointment may not involve parties which have presented Offers for the property involved in this notice, in the case of legal entities and companies which are associated and/or affiliated to the aforementioned parties.

The Offer, whether on paper, digital format or on digitalised paper, must be drafted in accordance with the form attached to this Notice and must contain:

- 1) “Request to participate in the private negotiation and economic Offer”: this form must be filled out, dated and signed;
- 2) Copy of the identity document and tax code of the Offering party;
- 3) “Proof of successful allocation of the deposit” totalling € 90,000.00, as set out in this notice under the paragraph entitled “Deposit”, with the original inserted inside the large envelope;

- 4) (where applicable) express request to avail of the option to conclude the preliminary contract of sale;
- 5) (where applicable) the commitment to pay, upon signing of the preliminary contract of sale for which the express request has been submitted, an amount totalling at least 20% (twenty percent) of the offered price,
- 6) The maximum deadline for concluding the definitive sale contract, which must not in any case be more than 120 days after the definitive awarding of the contract,
- 7) "Documents" to be included if the offer is submitted by:
  - Natural persons, whether submitting an offer or appointed to represent the offering party: the copy of a valid identification signed by the offering party;
  - The legal representative of the offering party: the affidavit of the representative's signing powers;
  - The attorney of the offering party: the original power of attorney, or a conforming copy authenticated with a sworn translation if drafted, whether wholly or in part, in a foreign language, complying with legislative regulations;
  - Offering parties other than natural persons: a copy of a valid certificate of enrolment in the relevant public Register. Said certificates may be replaced by a statement made in accordance with Article 46 of Consolidating Act 445/2000 (Self-certification).

### **Offer submitted by a person to be appointed**

It is possible to submit offers with the right of appointment by the contracting party. In this case, it will be necessary to specify in the Request to Participate in the negotiation (by ticking the relevant item) that both it and the relevant Offer are submitted by a person to be appointed.

The person appointed by the Offering Party must present any documents needed in his or her own name. Subsequently, if the offer should be accepted, he or she must declare the name of the person on whose behalf he/she submitted the offer, as well as certifying that he/she is a joint guarantor of the latter. This declaration must be submitted, by means of public or private deed with signature authenticated by a Notary, within 3 days of the successful definitive awarding of the contract, in accordance with the provisions set out in Article 1402 of the Civil Code. It shall be the responsibility of the Tenderer to attend the opening of the envelopes, or to inform itself of the outcome of the procedure, in order to ensure the deadline of 3 days after the definitive Awarding Date (stipulated for submitting the declaration of the appointment of the Contracting Party) is respected. If the Offering Party should not submit the declaration in accordance with the prescribed terms and/or methods, or if it should appoint a person unable to engage in said undertaking or to enter into contracts, or who is not legitimately authorised, or the declared person does not accept the awarding of the Offer, the Offering Party shall be considered the sole true successful tenderer for all intents and purposes. The Offering Party shall remain solely responsible for any tax charges incurred in the declaration appointing the contracting party.

If, in the event that the property is successfully awarded, said property should be jointly registered with other parties, it will be necessary to specify that the offer is made on its own behalf and by a person to be appointed, ticking off both items, in accordance with article 1402 of the Civil Code.

The offers shall be opened by the Sales Procedure Manager appointed with deed no. 440/18 dated 26/06/2018 issued by the ICE-Agenzia.

The award shall be that of the highest offer. In the event of two offers of the same amount, a new negotiation shall be entered into with the parties who submitted offers of the same amount, adopting the amount of the same offers as the base amount.

The deposit shall be released promptly to offering parties who did not make the winning bid. The deposit provided by the successful tenderer shall be released after the signing of the contract. The

purchaser shall be entitled to use the deposit by way of partial payment on the sole condition that it is made up of cash.

### **Deposit**

The Offering Party must, under penalty of exclusion, allocate a deposit to provide a guarantee for the offer, totalling an amount of € 90,000.00, 10% of the base sale price. This must be submitted to the ICE– Agency for International Promotion and Internationalization of Italian Companies.

The deposit shall, under penalty of exclusion, be provided in one of the following forms:

1. Non-transferable banker's draft issued by a banking institute or equivalent postal cheque carrying the non-transferability clause, made out to ICE-Agenzia.
2. Bank transfer drawn on any Bank or Postal Institute and paid into the current account held in the name of ICE - Agenzia per la Promozione all'estero e l'internazionalizzazione delle imprese italiane, held with Banca Monte dei Paschi di Siena, IBAN Code: IT 28P0103003205000000184763, BIC Code: PASCITMMROM, with fixed currency rate for the beneficiary, at least 3 days prior to the date stipulated as the deadline for presenting the offers. It is obligatory to indicate the corresponding description of ("Offerta Immobile Firenze, Via Quintino Sella, presentata da .....", or "Offer for Property located in Florence, in Via Quintino Sella, submitted by...."), the receipt for which must be attached to the documentation sent for submitting the offer.
3. A first demand bank surety without exceptions, issued to ICE-Agenzia by a leading credit Institute, containing the express waiver of the benefit of discussion of the main debtor (art.1944 of the Civil Code) and signed by the Guaranteeing entity. The aforementioned surety must have a minimum duration of 150 days from the date of expiry set for submitting offers, and the original certification must be attached to the documentation sent for the purposes of submitting the offer.

It should be noted that the deposit, and any confirmatory down payment, to be presented in the event of the conclusion of a preliminary sale contract, shall in any case be non-dividend bearing, and shall not accrue any interest.

Upon conclusion of the sale proceedings, the cheque proving the allocation of the deposit shall be returned by hand to parties which have not won the bid. In the absence of the parties who failed to win the bid, the deposit shall be returned by means of recorded delivery letter with return receipt. Where the deposit is provided via Bank Transfer or Postal Transfer, it shall be returned to any parties not winning the bid within ten working days of the date on which the winner was announced, as set out in the report.

In the event of a deposit comprising a bank surety, the original document proving that the deposit has been allocated shall be returned by hand to the parties which did not win the bid. In the absence of the parties who failed to win the bid, the deposit shall be returned by means of recorded delivery letter with return receipt.

The deposit shall be returned to the Successful Tenderer after completion of the deed of sale or it shall be included in the price of sale at the time of its conclusion.

### **Conclusion of the agreement**

Once the purchase proposal has been accepted by ICE-Agenzia, it shall be necessary to proceed:

1. With the direct conclusion of a definitive Purchase and Sale agreement signed by the General Manager, with payment by the purchaser of the residual part of the price by means of a non-transferable bank draft made out to ICE-Agenzia, or with a bank transfer;
2. With the conclusion of a preliminary Sale agreement solely in the event that it should be expressly requested by the offering party. In this case the promisor buyer must pay a further sum, totalling

at least 20% of the offered price, by way of confirmatory deposit reckoned as advance payment of the price, payable with a non-transferable bank draft made out to ICE-Agenzia, or with a bank transfer.

The signing of the contract of sale must be completed **within 120 days** of the date of the final award.

In the event that the contract of sale should not be concluded within the deadline given above, owing to the actions or fault of the offering party and/or the promisor buyer where applicable, ICE-Agenzia shall be entitled to withhold the amount paid by way of deposit and any other amounts made over in the form of confirmatory down payment for advance payment of the price.

In the event that the definitive sale agreement should not be concluded (or the preliminary contract, where applicable) and this should not be due to the actions or fault of the Offering Party, ICE-Agenzia shall undertake to return the deposit to the Offering Party within 30 days of its request to do so.

The successful tenderer may, during the awarding phase, propose a notary of its choosing. In the event of the contrary, for the conclusion of the agreement it may avail of the professional managing the last round of the bidding process.

The agreement shall be concluded within a deadline of 120 days of the final awarding of the contract, subject to payment in full of the amount owed. If it should not be concluded owing to a reason attributable to the successful tenderer, ICE-Agenzia shall, having issued notice to comply within the subsequent 15 days, undertake to book the entire deposit or any other down payment made over. If the conclusion should not have occurred by the date set, owing to causes not attributable to the successful tenderer, its offer shall remain valid until the 150<sup>th</sup> day subsequent to the date of awarding.

ICE-Agenzia in any case reserves the right, at any moment of the proceedings and up until the conclusion of the agreement, due to motivated reasons, to modify, suspend and/or not further implement the deeds for the Sale and Awarding Proceedings. This shall not entitle the offering parties or winning party to advance any demands against it, notwithstanding, in the event of the annulment of the Procedure, the obligation to return any deposits paid to the offering parties or the successful tenderer. The offering parties or the winning party may not advance any demands against ICE-Agenzia due to the shortfall in earnings and/or for costs sustained in presenting the Offer.

#### **Documentation required for the conclusion of the Purchase and Sale Agreement**

Within 40 (forty) days of receipt of the formal notice of the final award, the successful tenderer shall, on pain of revocation of the final award, submit the following documents (in original or certified copy and provided with stamp duty, where required by current legislation).

##### In case it is a Company:

- a) certificate of registration with the Register of Companies or another register similar to the latter in the Country where it has its registered office, containing evidence of the powers of signature or equivalent certification;
- b) certificate issued by the Court Registry, Bankruptcy Section, and equivalent certificate for foreign companies not having their registered office in Italy, showing that the company is not in a state of bankruptcy, receivership, composition with creditors, liquidation, cessation of business activities or any other equivalent situation and that no arrangement with creditors or other similar insolvency procedures are in progress;
- (c) the documentation necessary for the request for the anti-mafia communication by the owner organisation.

##### In case it is a natural person:

- (a) Civil status certificate or marriage certificate extract with notes;
- (b) General Criminal Records Certificate.

All the required certificates shall have been issued on a date in the three (3) months preceding the date of award, and not before.

### **Expenses related to the Agreement**

All costs relating to the sale proceedings and to the execution of the agreement (including the conclusion of a preliminary contract, if any) as well as those dependent on them, without exception, shall be borne by the successful tenderer, with the exception of those which, by law, are borne by the selling party.

### **Further information**

For clarifications regarding the sale proceedings, you can contact the Asset, Purchasing and General Services Office (e-mail: [contratti.sg@ice.it](mailto:contratti.sg@ice.it)), **no later than 18<sup>th</sup> april 2019**.

You will be able to view the real estate unit **no later than 18<sup>th</sup> April 2019**. For the inspection, you can contact: Mr Giovanni Gismondi - tel. 0659929556, or by sending an email to: [contratti.sg@ice.it](mailto:contratti.sg@ice.it) by giving three days' advance notice.

The person in charge of the sales process is the Manager of the Asset, Purchasing and General Services Office of this the ICE- Agenzia, Ms Paola Paolocci.

The properties are sold "as they are" in fact and under the law, "as a whole" and not "by measure unit", "as they have been seen and accepted" with the relevant optional parts, appurtenances, rights and obligations as the case may be in accordance with existing contracts.

All the Purchase Proposals shall remain valid until the 150th day subsequent to the date indicated in this notice as the mandatory deadline for submitting the offer.

The negotiation shall be concluded, by either a formal or informal acceptance of the Purchase Proposal by ICE-Agenzia, within 15 days from the date of opening of the envelopes, which will be made on 30<sup>th</sup> April, 2019 at 10:00 am. The offers will be opened in public at the ICE-Agenzia Headquarter in Rome, located in Via Liszt no.21.

### **Privacy and anti-money laundering requirements**

Pursuant to the General Data Protection Regulation of the European Parliament and of the Council of 27 April 2016, no. 679 (hereinafter the "GDPR"), ICE – Agenzia per la promozione all'estero e l'internazionalizzazione delle imprese italiane, for brevity, "ICE-Agenzia", with registered office in Rome, via Liszt 21 – post code 00144, VAT number 12020391004, is the owner of the personal data acquired during the sale proceedings. The Data Protection Officer can be contacted at the following email address: [privacy@ice.it](mailto:privacy@ice.it).

It is possible to review ICE-Agenzia's Privacy Policy at the following link: <https://www.ice.it/it/privacy>. Personal data are collected by ICE - Agenzia directly from the data subject in the context and as closely related to the participation in the sale proceedings and the possible conclusion of the Purchase and Sale Agreement.

Within the aforementioned scope, data processing is aimed at fulfilling legal, regulatory and contractual obligations (e.g.: for accounting purposes; for the purposes of compliance with current anti-money laundering legislation, etc.). Any refusal to provide personal data may make it impossible to establish and / or continue the relationship or the inability to perform certain services. The processing for the above-mentioned purposes does not require the consent of the data subject because, pursuant to art. 6, paragraph 1, letter. b) and c) of the GDPR, it is necessary for the execution of the agreement and / or pre-contractual measures and to fulfill legal obligations.

ICE - Agenzia may need to communicate the personal data in its possession for the purposes indicated below:

- for fulfilling obligations under laws, regulations and European Community legislation;
- for administrative requirements, as well as for the related tax requirements.

In relation to the purposes described above, the processing of personal data is done by manual, electronic or automated means, according to logic closely related to the purposes outlined above and, in any case, in order to ensure the security and confidentiality of the data.

The personal data provided, acquired or processed during the relationship, may be communicated to individuals, as "agents" (employees of ICE - Agenzia, consultants and employees of external companies appointed as "Managers"), who are authorized to operate within the scope of their permission to process the data, in relation to their duties and under the direct authority of the Controller or the Data Manager of ICE - Agenzia.

Furthermore, personal data may be communicated to internal or external collaborators working in aid of or on behalf of ICE - Agenzia, as well as - by way of example - to the following categories of subjects: National Council of Notaries, Notartel S.p.A., Consob, Bank of Italy, Credit Institutions, competent Judicial Authorities (e.g. Judiciary, Public Security Forces), National Public Authorities and Administrators, Supervisory and Control Authorities and other public authorities, custodian banks, auditing companies, external professionals, including notary public.

The list of persons appointed as "Managers" is constantly updated and may be made known upon request to the Data Controller, at the addresses indicated above.

The personal data provided are kept for the period of time strictly necessary for the purposes of processing and, therefore, for the purposes and limited to the conclusion and execution of the agreement. Personal data may be stored even after the conclusion of the agreement and its execution to fulfill administrative, legal or judicial obligations in accordance with the terms of fulfillment required by law.

The Data Subject shall have the right to ask the Data Controller:

- access to personal data;
- correction or deletion of the same;
- treatment limitation.

In addition, the Data Subject is entitled to:

- receive personal data concerning him/her in a structured, commonly used and machine-readable format and have the right to transmit such data to another controller without hindrance;
- if the processing is based on consent, to revoke the consent at any time;
- lodge a complaint with the Data Protection Authority.

The requirements regarding anti-money laundering are the responsibility of the Notary chosen for the deed, without prejudice to every obligation incumbent on ICE - Agenzia pursuant to Legislative Decree no. 231/2007 and subsequent amendments and integrations.