

Notary Register Number 15546 / Collection Number 9499

DONATION

THE ITALIAN REPUBLIC

On the twenty-eighth day of the month of June, in the year two thousand nineteen, in my office located at Via XX Settembre number twenty-nine, apartment twelve, in Genoa,

28 June 2019

before me, Mr **Ugo BECHINI**, Notary in Genoa and member of the Board of Notaries for the Combined Districts of Genoa and Chiavari, are present Messrs:

- DE ASMUNDIS Andrea, born on 13 August 1977 in Genoa, resident at Via Oliveto No. 3A/10 in Genoa, officer;
- BOLLERI Cinzia, born on 4 September 1976 in Genoa, resident at Via Caffa No. 14/21, Stairwell A, in Genoa, officer;

who intervene in this act as witnesses, possessing the requirements therefor, as they represent to me, along with the appearance of Messrs:

- **CAPELLINO Pier Giovanni** (occasionally referred to as "Piergiovanni"), born on 19 April 1954 in Savigliano (CN), resident at Salita Superiore Sant'Anna No. 3/6 in Genoa, entrepreneur, with Tax Identification Code CPL PGV 54D19 I470Q, married under the separation of assets and property scheme;
- CAPELLINO Lorenzo, born on 30 April 1964 in Pinerolo (TO), resident at 200 Ocean Lane Drive in Key Biscayne (Florida, USA), entrepreneur, as board member of the **FONDAZIONE CAPELLINO**, with registered office at Piazza dei Giustiniani No. 6 in Genoa, with Tax Identification Code 95205020100, registered under No. 142 in the Register of Legal Entities at the Prefecture of Genoa; empowered ad hoc by the Board of Directors' resolution of 21 June 2019; an excerpt of the relevant minutes previously executed under seal by me, the Notary, today are filed under Notary Register No. 15543.

The references to the parties' tax identification codes correspond to the prior representations made by the same at my request.

The abovementioned appearing parties, whose personal identity I, the Notary, am certain, agree as follows:

CLAUSE 1

Mr CAPELLINO Pier Giovanni donates to the FONDAZIONE CAPELLINO, whose proxy as specified above accepts, the following properties in **San Salvatore Monferrato (AL)**:

a.

residential building from the foundations to the roof, formerly named *Villa Harry* and now **Villa Fortuna**, at Via Santuario No. 23 (twenty-three), formerly in the district of Clorio Monticello No. 45 (forty-five). It can be reached from the public thoroughfare using a dirt and tree-lined road about three hundred metres long. The building is divided into five storeys (basement, ground, first, second and third/mansard and is recorded at the Buildings Registry on sheet 21, land parcel 140, (formerly land parcel 140, subordinate 1, attached to land parcel 367, subordinate 1, and land parcel 370, subordinate 1) subordinates:

- 3, category A/2, class 1, 20 rooms, land registry income of EUR 1,394.43;
- 4, category C/2, class 1, floor area of 55 square metres, cadastral surface area of 72 square metres, land registry income of EUR 71.01;
- 5, category C/7, class 1, floor area of 32 square metres, cadastral surface area of 52

square meters, land registry income of EUR 24.79;

b.

another building from the foundations to the roof, consisting of:

- a two-storey apartment (ground and first floors) with access from Viale Santuario No. 23 (twenty-three), district of Monte Grande (formerly Via Clorio Monticello No. 44 - forty-four);
- warehouse with floor area of fifteen square metres;
- one-storey open roof with cadastral floor area of sixty square metres;
- two-storey warehouse (ground and first floors) with cadastral floor area of one hundred and forty-three square metres;
- single-storey warehouse with cadastral floor area of forty-three square metres;
- two-storey warehouse (ground and first floors) with cadastral floor area of two hundred and fifty-six square meters;
- two-storey warehouse (basement and ground floors), open, with cadastral floor area of two hundred and thirty-eight square metres.

The last six units are appurtenances to the first. At the Buildings Registry on sheet 21, land parcel 346, subordinates (formerly all subordinate 6):

- 11, category A/4, class 3, 9 rooms, land registry income of EUR 418.33;
- 8, category C/2, class 1, floor area of 15 square metres, cadastral surface area of 17 square metres, land registry income of EUR 19.37;
- 9, category C/7, class 1, floor area of 60 square metres, cadastral surface area of 65 square metres, land registry income of EUR 46.48;
- 10, category C/2, class 1, floor area of 143 square metres, cadastral surface area of 177 square metres, land registry income of EUR 184.63;
- 12, category C/2, class 1, floor area of 43 square metres, cadastral surface area of 60 square metres, land registry income of EUR 55.52;
- 13, category C/2, class 1, floor area of 256 square metres, cadastral surface area of 294 square metres, land registry income of EUR 330.53;
- 15, category C/2, class 1, floor area of 238 square metres, cadastral surface area of 265 square metres, land registry income of EUR 307.29.

The subject matter of this donation is distinctly represented on the site plans that are attached hereto as Annexes from "B" to "K"; the latter also includes land registry identifiers prior to 2017. All bordered by: land parcels 129/314/589/131/593/584/594/591/129.

Under Law Decree No. 78 of 31 May 2010 (Article 19, paragraph 14), the donor represents that the site plans attached hereto are those filed in the Land Registry and that they comply with their actual conditions, as well as with the land registry information, on the basis of the provisions in force on land registry matters. I, as Notary, have in turn identified the cadastral landowners and verified their compliance with the results of the real estate records.

CLAUSE 2

The parties represent that the economic benefits and liabilities for the parties deriving from this agreement commence from today and that the donation is transferred and acquired as is, with inherent rights, appurtenances, and positive and negative easements, wherever and

however they exist. Specifically, the area recorded as common part not listed for tax purposes at the Buildings Registry on sheet 21, land parcels: :

- 140, subordinate 7, is shared with subordinates 3, 4 and 5 of the same land parcel 140;
- 346, subordinate 14, common part not listed for tax purposes, which is shared with subordinates 8, 9, 10, 11, 12, 13 and 15 of the same land parcel 346;

Annexes "L" and "M" with their respective graphic printouts are attached hereto.

The Donor represents:

- that the donation is his exclusive property, having indicated the origins in the purchase and sale deed drawn up by me on the first (1) of December 2017, Notary Register No. 14638 (recorded in Genoa1 on 22 December 2017 under No. 21147, series 1T, registered in the registry of Alessandria on 22 December 2017 under No. 6122/9174 and No. 6121/9173), to which the parties make reference for prior origins and for all else contained therein;
- to provide the statutory guarantees for eviction;
- that the real estate units are free from adverse and/or disadvantageous inscriptions and debts, disputes and mortgages;
- to waive the right to register the statutory mortgage that could potentially be within his remit, releasing the competent Land Registry Office from all liabilities in this regard;
- that there are no tax deductions for the properties transferred to the donee.

The donee represents that the directors of the Fondazione know the real estate units well and they represent that they approve of the status of their systems. The properties flow into the Fondazione's endowment fund.

CLAUSE 3

The donor, as established above, represents that:

- the works in question commenced before the first (1) of September 1967 (Article 40 of Law No. 47/1985); this representation was made after warning made by me, Notary, about the criminal liabilities under the law in the case of false statements (Decree President of the Republic No. 445/2000, Articles 3 and 76);
- subsequent interventions and/or changes requiring an administrative order for permission have not been carried out.

The zoning class certificate issued on 4 December 2018 by the relevant municipality is attached to this act under Annex "N"; the donor represents that no changes to the planning rules and regulations occurred. The parties also represent that the land in question is not placed in areas whose topsoil has been damaged or destroyed by fire (Law No. 428/1993 and Law No. 353/2000). A photocopy of the report of the surveyor Manfrin Maurizio of Alessandria dated 21 June 2019, from which the consistency of the uncovered areas in the Land Registry appear, is attached hereto as Annex "O".

It is noted that the transfer, taking place as a donation, does not require energy certification.

CLAUSE 4

The costs for this deed and of the dependent formalities shall be paid by the donee.

CLAUSE 5

For registration purposes, the parties assign the value of EUR 743,600 (seven hundred forty-three thousand, six hundred) to the donation.

As requested