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## **Aéroports de Paris**

General meeting of shareholders to approve the financial statements for the year ended December 31, 2012

**Statutory auditors' report on related party agreements and commitments**

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## **Aéroports de Paris**

General meeting of shareholders to approve the financial statements for the year ended December 31, 2012

### **Statutory auditors' report on related party agreements and commitments**

To the Shareholders,

In our capacity as statutory auditors of your company, we hereby report on certain related party agreements and commitments.

We are required to inform you, on the basis of the information provided to us, of the terms and conditions of those agreements and commitments indicated to us, or that we may have identified in the performance of our engagement. We are not required to comment as to whether they are beneficial or appropriate or to ascertain the existence of any such agreements and commitments. It is your responsibility, in accordance with article R. 225-31 of the French commercial code (*Code de commerce*), to evaluate the benefits resulting from these agreements and commitments prior to their approval.

In addition, we are required, where applicable, to inform you in accordance with article R. 225-31 of the French commercial code (*Code de commerce*) concerning the implementation, during the year, of the agreements and commitments already approved by the general meeting of shareholders.

We performed those procedures which we considered necessary to comply with professional guidance issued by the national auditing body (*Compagnie nationale des commissaires aux comptes*) relating to this type of engagement. These procedures consisted in verifying that the information provided to us is consistent with the documentation from which it has been extracted.

### **Agreements and commitments submitted for approval by the general meeting of shareholders**

In accordance with article L. 225-40 of the French commercial code (*Code de commerce*), we have been advised of certain related party agreements and commitments which received prior authorization from your board of directors.

## **1. With the State, main shareholder of your company**

### **1.1. With the French Ministry of Ecology, Sustainable Development and Energy- Civil Aviation Authority (DGAC)**

#### *a) Agreement regarding the exchange of lands and buildings between your company and the State*

##### ***Nature and purpose***

Agreement regarding the exchange of lands and buildings between your company and the State (Ministry of Ecology, Sustainable Development and Energy- Civil Aviation Authority).

##### ***Conditions***

At its meeting on June 28, 2012, your board of directors authorized the signature of an agreement regarding the conditions of the exchange of lands and buildings of which the State (DGAC) has not use anymore and to reintegrate them in the estate of your company and the transfer of lands and buildings owned by your company to integrate them in the public (DGAC) and this, taking into account the change in air traffic and the creation of an urban boulevard named "barreau d'Athis-Mons", which will constitute the southern bypass of the airport of Paris-Orly in order to join up the RD 118 road to the RD 25E road.

These properties, buildings and lands are located in South-East area of the airport of Paris-Orly.

The achievement of the transfer of these properties is subject to the realization of all the above suspensive conditions:

- obtaining from the appropriate authorities that they give up to their preemption right;
- agreement from the Estates service on the financial evaluation of the global real estate operation;
- disaffection and downgrading by the State (DGAC) of its public domain of all lands and buildings that the State plans to transfer in the framework of this present agreement;
- authorization by the State (DGAC) given to your company to transfer two plots of land to use kennels located in the « blue zone » on the airport hold, and this, in application of the article 53 of the conditions of contract of your company;
- obtaining of all necessary reports (asbestos, energetic performance diagnosis, termites), for the transfer of the 461 building module A6/B6.

The exchange of lands and buildings will be subject, whether of an administrative certificate, or a notarized act that will operate the transfer of property of all above mentioned properties.

The estimations made by French real estate local services show an economic value on the whole equivalent and would not be subject to any compensation balance.

- b) *Amendment to the agreement that defines the framework and main conditions according to which your company, in application of article 43 of its conditions of contract, makes some buildings available to the State*

*Nature and purpose*

Amendment to the agreement that defines the framework and main conditions according to which your company, in application of article 43 of its conditions of contract, makes some buildings available to the State, represented by the Ministry of Ecology, Sustainable Development and Energy - Civil Aviation authority (DGAC).

*Conditions*

This amendment to the general agreement of October 26, 2007 is aimed at:

- arranging the disposals linked to the demolition of buildings exposed in article 2 of the general agreement;
- adding to the application field of the general agreement the demolition of the building 39.56;
- integrating an agreement for temporary occupation of the public domain for the heliport of Paris-Issy-les-Moulineaux;
- extending the agreement for a five-year period starting January 1, 2013, as the parties have noticed that a significant number of projects have been deferred and/or will be performed after December 31, 2012, which is the end date of the general agreement of October 26, 2007 and legal and financial conditions can be renewed in the same way.

**1.2. With the French Ministry of the Interior, Overseas Territories and Local Authorities and of the Immigration**

*Nature and purpose*

Amendment to the framework agreement that defines the framework and main conditions in which your company, in application of article 43 of its conditions of contract, makes some buildings available to the State, represented by the Ministry of the Interior, Overseas Territories and Local Authorities and of the Immigration, and mentioned in paragraph 1.1 of the part of this document that concerns agreements and commitments already approved by the general meeting of shareholders.

*Conditions*

At its meeting on January 18, 2012, your board of directors authorized the signature of an amendment to the framework agreement of the May 5, 2010, that is aimed at:

- completing the tariffs scale with tariffs of 61.97 and 34.18 buildings, located on the Paris-Charles-de-Gaulle airport;
- adding new contracts and/or modifying surfaces of buildings concerned by the framework agreement of May 5, 2010.

This amendment has been signed the February 8, 2012.

## **2. With Schiphol Group, shareholder of your company that has non-controlling interest**

### *Nature and purpose*

Agreements relating to the crossed real estate participations taken, linked to the Altaï & Transport real estate operations.

### *Conditions*

At its meeting on January 18, 2012, your board of directors authorized the signature of two agreements that concern the crossed real estate participations taken, linked to the Altaï & Transport real estate operations:

- "Shareholders Agreement" - Altaï real estate operation : shareholders agreement related to the functioning of the company that manages the Altaï building and concluded between S.A.S. Ville Aéroportuaire Immobilier and S.C.I. SRE Holding Altaï in presence of Aéroports de Paris, Schiphol Group, SRE International BV, SRE Altaï BV and S.C.I. Ville Aéroportuaire Immobilier 1;

The agreement has been concluded for a sixteen-year period starting from the date of signature, i.e. February 1, 2012, and can be renewed five years by tacit renewal.

- « Joint-Venture Agreement » - Transport real estate operation : shareholders agreement that governs the functioning of the company that manages the Transport Building building in Holland and concluded between Aéroports de Paris, Schiphol Real Estate, SRE Transport Beheer BV, on one hand and, on the other hand, S.A.S. ADP Investissement and S.A.S. ADP Investissement Netherland BV.

The agreement has been concluded for a sixteen-year period starting from the date of signature, i.e. February 1, 2012, and can be renewed five years by tacit renewal.

## **Agreements and commitments already approved by the general meeting of shareholders**

In accordance with article R. 225-30 of the French commercial code (*Code de commerce*), we have been advised that the implementation of the following agreements and commitments which were approved by the general meeting of shareholders in prior years continued during the year.

### **1. With the State, main shareholder of your company**

#### **1.1. Framework agreement entered into with the State, in accordance with article 43 of your company's conditions of contract**

- a) *Leases entered into with the French Ministry of Ecology and Sustainable Development - Civil Aviation Authority (DGAC)*

### *Nature and purpose*

Set out the framework and main conditions governing the grant of use of buildings by your company, in accordance with article 43 of its conditions of contract, to the State represented by the French Ministry of Ecology and Sustainable Development - Civil Aviation Authority (DGAC), and the civil code leases entered into in accordance with this agreement.

### **Conditions**

At its meeting on September 27, 2007, your board of directors authorized a framework agreement with the State. The agreement sets forth the conditions governing the grant of use by your company, in accordance with article 43 of its conditions of contract, of property to the French Air Transport Police Authority (GTA), the Customs and Excise Authority and the Air and Boarder Traffic Police (PAF) for the fulfillment of their public service engagements relating to airport activity.

It sets forth the terms governing:

- the grant of use, free of charge, of the land on which the buildings are located, which were transferred to the State pursuant to French law n°2005-357 of April 20, 2005;
- the lease of the land, buildings, premises and parking areas at a discount of 20% for premises outside terminals, 40% for premises located in terminal 2E, 10% for parking areas and 10% for land;
- the grant of use, free of charge, of two plots of land located at Paris-Orly and three plots of land located at Paris-Charles-de-Gaulle, until December 31, 2009 and December 31, 2012 respectively;
- the reimbursement by the Civil Aviation Authority to your company of the lease payments for the land, premises and parking areas used until December 31, 2007.

Detailed information and the financial terms and conditions relating to the leases and lease riders entered into under this agreement are set out in appendix 1.

**b) *Leases entered into with the French Ministry of the Interior, Overseas Territories and Local Authorities and leases entered into with the French Ministry of Budget, Public Accounts and Reform of the State***

### ***Nature and purpose***

Set out the framework and main conditions governing the grant of use of buildings by your company, in accordance with article 43 of its conditions of contract, to the State represented by the French Ministry of the Interior, Overseas Territories and Local Authorities and the French Ministry of Budget, Public Accounts and Reform of the State and the civil code leases entered into in accordance with this agreement.

### **Conditions**

At its meeting on April 14, 2010, your board of directors authorized the chief executive officer, or any person who can act on its authority, to enter into an agreement with the French Ministry of the Interior, Overseas Territories and Local Authorities and the French Ministry of Budget, Public Accounts and Reform of the State (Customs and Excise Authority). These agreements, which replace the agreements of July 18 and 20, 2005 and were entered into on May 5, 2010, are effective from January 1, 2010.

During the same meeting, your board of directors authorized your company to enter into leases and riders with the French Ministry of the Interior, Overseas Territories, Local Authorities and the French Ministry of Budget, Public Accounts and Reform of the State (Customs and Excise Authority), concerning the grant of use for premises and parking areas. These leases will enter into in accordance with the agreements of May 5, 2010.

These authorizations are granted until December 31, 2014, expiry date of the agreements.

It sets forth the terms governing these agreements:

- a discount of 60% on rents for premises and parking areas inside terminals, for leases entered into before December 31, 2009 and leases for selective needs or additional need due to an increase of aeronautical activities;
- a discount of 40% on rents for premises and parking areas outside terminals.

Detailed information and the financial terms and conditions relating to the leases entered into under these agreements are set out in appendix 1.

### **1.2. Agreements entered into with the State relating to the transfer of assets pursuant to article 2 of French law n° 2005-357 of April 20, 2005**

#### *Nature and purpose*

Agreements authorizing the transfer of assets from your company to the State.

#### *Conditions*

At its meeting on September 19, 2006, your board of directors authorized three agreements with the State, represented by the Customs and Excise Authority, the National Police Authority and the Civil Aviation Authority (DGAC). These agreements ensue from French law n° 2005-357 of April 20, 2005 on airports, which set forth the provisions for the transfer of ownership to the State of the land and buildings required to fulfill the public service engagements relating to airport activity as of July 22, 2005. In exchange for the transfer of ownership, the law provided for the conclusion of agreements to determine the amounts payable by the State to your company in relation to the investments made.

In 2007, the three agreements entered into with the Customs and Excise Authority, the National Police Authority and the Civil Aviation Authority (DGAC) resulted in the payment of K€ 1,365, K€ 2,711 and K€ 873 respectively.

In 2012, only the agreement concluded with the National Police Authority has generated a financial flow of K €3,171 linked to the regularization of expenses between 2005 and 2011 relating to the sale of the 5720 building.

### **1.3. Framework agreement entered into with the State represented by the Ministry of Ecology and Sustainable Development, in accordance with article 36 of the conditions of contract of your company**

#### *Nature and purpose*

Set out the various types of services that your company provides pursuant to article 36 of its conditions of contract for a transitional period to the French Air Navigation Division (DSNA), along with the associated financial, legal, operational and technical terms and conditions.

### **Conditions**

As part of the continuity and effective management of air navigation services in the airports and aerodromes managed by your company, and in accordance with article 36 of the conditions of contract of your company, the State has decided, for a transitional period, to entrust your company with certain public interest services, as set out in article 36 of your conditions of contract.

At its meeting on June 28, 2007, your board of directors authorized an agreement with the State. This agreement was entered into on July 27, 2007 with retroactive effect from January 1, 2007. It sets out the type of services and the financial, legal, operational and technical terms and conditions under which the services will be provided. It concerns the provision of property, supplies (electricity, heating, fluid), services (telecommunications, material and administrative assistance and advisory) and general training.

The agreement was concluded for a fifteen-year period, renewable once by tacit agreement for fifteen years. It may not extend beyond July 21, 2035.

Your company receives remuneration based on the costs incurred for the services it provides. In accordance with the financial agreement signed on January 31, 2012, and its rider signed on December 20, 2012, pursuant to the framework agreement, for financial year 2012 your company invoiced the State K€ 19,910 excluding VAT for the services provided.

#### **1.4. Trademark licensing agreement entered into between your company and the State represented by the Ministry of Transport, Equipment, Tourism and Maritime Affairs - Rail and Public Transport Authority**

##### ***Nature and purpose***

Grant the State, free of charge, a non-exclusive license to use the trademark "CDG Express".

##### ***Conditions***

At its meeting on January 24, 2007, your board of directors authorized a licensing agreement with the State, free of charge. This agreement was entered into on January 31, 2007. It will expire six months after the publication of the decree approving the delegation of the public service relating to the CDG Express project.

#### **1.5. Communication and licensing agreement to use the studies conducted in connection with the CDG Express Economic Interest Group**

##### ***Nature and purpose***

Grant the State, represented by the Ministry of Transport, Equipment, Tourism and Maritime Affairs - Rail and Public Transport Authority, a non-exclusive licence, free of charge, to use the studies conducted by or on behalf of the CDG Express Economic Interest Group, which is co-owned by the French Railtrack Company (RFF), the French National Railway Company (SNCF) and your company.



### ***Conditions***

At its meeting on March 14, 2007 your board of directors authorized an agreement between the State, SNCF, RFF and your company on the studies conducted in connection with the CDG Express Economic Interest Group. This agreement, which provides a non-exclusive and free of charge licence to use the studies, was entered into on April 6, 2007, for a three-year period, renewable by tacit agreement for a three-year period until the effective date of the public service delegation relating to the project.

## **1.6. Agreement on granting use of the plot of land associated with building 517 at Paris-Orly airport**

### ***Nature and purpose***

Contract granting the use of the plot of land associated with building 517 and the adjacent land for parking.

### ***Conditions***

At its meeting on October 30, 2008, your board of directors authorized the sale of building 517 at Paris-Orly airport between the State, represented by the French Ministry of the Budget, Public Accounts and Civil Service - Customs and Excise Authority, and your company and the subsequent granting of use of the associated plot of land and adjacent land for parking, free of charge. Following the sale of the building in 2008, a lease was entered into between the State and your company for this purpose for a period of thirty years, renewable by tacit agreement for identical periods, for a maximum of ninety-nine years.

## **1.7. Shareholders' agreement between the State and NV Luchthaven Schiphol**

### ***Nature and purpose***

Shareholders' agreement relating to your company between the State, represented by the French Ministry of the Economy, Industry and Employment and NV Luchthaven Schiphol.

### ***Conditions***

In connection with the industrial cooperation agreement between NV Luchthaven Schiphol (Schiphol Group) and your company, at its meeting on November 14, 2008, your board of directors approved a shareholders' agreement between the State and the Schiphol Group in your presence. This agreement was entered into on December 1, 2008.

## **1.8. Agreement on Rescue and Fire Fighting Services (RFFS) at Paris-Charles-de-Gaulle airport**

### ***Nature and purpose***

Set forth the terms and conditions governing the provision by your company of operational support in terms of Rescue and Fire Fighting Services in the Paris-Charles-de-Gaulle airport area for the State, represented by the chief of Police of the Paris La Défense area and the chief of Police of Seine-Saint-Denis.

### ***Conditions***

At its meeting on June 18, 2009, your board of directors authorized an agreement on the provision of support by your company in terms of emergency rescue and fire fighting services in the Paris-Charles-de-Gaulle airport area.

The agreement provides for the use of your company's material and human resources for Rescue and Fire Fighting Services (RFFS) in aerodromes to fight fires other than those concerning aircraft and to provide rescue services in the Paris-Charles-de-Gaulle airport area, under the authority and command of the State. In addition, it provides for setting up an emergency call center for the aerodrome area on the premises allocated by your company to its Rescue and Fire Fighting Services (RFFS). The State guarantees your company against third party claims in connection with these services.

Your company provides the support free of charge, without increasing the expenses charged to Rescue and Fire Fighting Services, unless it is compensated for the additional cost by the State.

This agreement is effective for a three-year period from October 20, 2009 and may be extended by tacit agreement for consecutive three-year periods.

### **1.9. Agreement on Rescue and Fire Fighting Services (RFFS) at Paris- Orly airport**

#### ***Nature and purpose***

Set forth the terms and conditions governing the provision by your company of operational support in terms of Rescue and Fire Fighting Services in the Paris Orly airport area for the State, represented by the chiefs of Police of Paris area and of Val-de-Marne.

#### ***Conditions***

At its meeting on December 15, 2011, your board of directors authorized an agreement on the provision of support by your company in terms of emergency rescue and fire fighting services in the Paris-Orly airport area.

The agreement provides for the use of your company's material and human resources for Rescue and Fire Fighting Services (RFFS) in aerodromes to fight fires other than those concerning aircraft and to provide rescue services in the Paris-Orly airport area, under the authority and command of the State. In addition, it provides for setting up an emergency call center for the aerodrome area on the premises allocated by your company to its Rescue and Fire Fighting Services (RFFS). The State guarantees your company against third party claims in connection with these services.

Your company provides the support free of charge, without increasing the expenses charged to Rescue and Fire Fighting Services, unless it is compensated for the additional cost by the State.

This agreement is effective for a three-year period and may be extended by tacit agreement for consecutive three-year periods.

### **1.10. Agreement on Emergency Medical Services**

#### ***Nature and purpose***

Set forth the terms and conditions governing the participation of your company in the provision of emergency medical services at Paris-Charles-de-Gaulle airport.

### **Conditions**

At its meeting on June 18, 2009, your board of directors authorized an agreement with the State represented by the chief of Police of Seine-Saint-Denis, the Ile-de-France regional hospital and health agency (ARSH) and the Paris public hospital authority (AP-HP) on the support provided by your company in terms of emergency medical services. The purpose of the agreement is to set forth the terms and conditions governing the participation of your company's personnel in the provision of emergency medical services (arrangements, number of employees, other resources).

In exchange, the Paris public hospital authority (AP-HP) insures the doctors specialized in emergency services, who are employed by your company.

The agreement is effective for a three-year period from October 20, 2009.

### **1.1.1. Economic Regulation Agreement**

#### ***Nature and purpose***

Economic Regulation Agreement, setting up the maximum average increase for airport fees, the indicators regarding service quality and the relating financial incentive.

#### ***Conditions***

At its meeting of June 24, 2010, your board of directors authorized the signature of the Economic Regulation Agreement for the 2011-2015 fees period (ERA), under the terms of articles L. 224-2, R. 224-3-1 and R. 224-4 of the French civil aviation code.

This agreement sets the maximum average increase for airport fees for the 2011-2015 fees period, in accordance with the investment program affected to the regulated scope.

The agreement is effective from January 1, 2011 and expires on December 31, 2015.

During the same meeting, your board of directors authorized your chief executive officer to work out the final terms of this agreement provided by articles L. 224-2 and R. 224-4 of the French civil aviation code.

## **2. Agreements entered into with Régie Autonome des Transports Parisiens (RATP)**

Directors concerned are:

Mr Pierre Graff (chief executive officer of your company until November 11, 2012 and director of RATP) and the State.

### **2.1 Agreement entered into between RATP and Syndicat des Transports d'Ile-de-France (STIF) relating to the tramway line between Villejuif and Athis-Mons**

#### ***Nature and purpose***

Set out the route, service area and financing principles for the tramway between Villejuif and Athis-Mons, and the area granted to RATP on the property owned by Aéroports de Paris to operate the tramway.

### ***Conditions***

At its meeting on June 18, 2009, your Board of Directors authorized a tri-party agreement with RATP and STIF concerning the Villejuif -Athis-Mons tramway line.

The purpose of the agreement is to:

- set out the route, service principles and location of the stations of the tramway at Paris-Orly airport;
- grant RATP the right to use the area required to operate the tramway, free of charge;
- specify that all studies and work relating to the construction of the tramway line and to the rehabilitation of roads and facilities in the Paris-Orly airport are to be financed by RATP;
- divide the financing of the studies and work on the road deviation and/or protection of existing road networks between Aéroports de Paris and RATP, based on whether or not the roads are open to the public.

## **2.2 Agreement on construction work concerning the tramway line on the Paris-Orly airport area**

### ***Nature and purpose***

Set forth the terms and conditions governing the construction work related to the tramway line between Villejuif and Athis-Mons and the possibility for your company to enter into a loan for use.

### ***Conditions***

At its meeting on April 7, 2011, your board of directors authorized an agreement with RATP under the terms of article 5.3 of the agreement entered into in October 2009, the “framework agreement”, authorized by your board of directors of June 18, 2009

The purpose of the agreement is to set forth:

- the terms and conditions of the construction work on your company airport area in the limit of the right of use granted to RATP;
- the grant of use of some areas by your company in order that RATP can use them to undertake the construction work for structures and developments;
- the terms of distribution of structures between your company and RATP when the construction work is ended.

The agreement provides the transfer of the assets realized in application of this agreement at the end of the right of use and the fact that construction work is undertaken by RATP, at its expense and under its supervision.

The agreement has entered into force on June 15, 2011 and will expire on the latest of the following dates:

- the return of all the areas made available by your company to RATP;

- or the end of the guarantee period of completion covering construction work;
- or if case may be, when all the restrictions relating to construction work are lifted or problems relating to construction work are solved.

### **2.3 Financing agreement for studies and construction work concerning the tramway line between Villejuif and Athis-Mons**

#### *Nature and purpose*

Set forth the financing conditions governing the studies and construction work related to structures and developments owned by your company as a consequence of the construction of the tramway line between Villejuif and Athis-Mons on Paris-Orly airport area.

#### *Conditions*

At its meeting on April 7, 2011, your board of directors authorized an agreement with RATP under the terms of article 5.2.2 of the agreement entered into in October 2009, the "framework agreement". This "framework agreement" provides the conclusion of a financing agreement with compensation for your company concerning costs of work and studies undertaken because of the tramway

The purpose of the agreement, signed on June 15, 2011, is to set forth:

- the terms of realization and compensation by RATP of studies and work concerning structures and developments of belonging to your company (set out the area, period, assessment of costs);
- the terms of repayment by RATP to your company (control and repayment of expenses at euro for euro, terms of payment).

In addition, at its meeting of December 15, 2011, your board of directors authorized an amendment to this agreement, which is aimed at integrating in the scope of the financial agreement complementary works that will be supported by your company and reimbursed by RATP at cost.

The estimated costs of works to be performed is to K€ 9,551.

This agreement will expire when the full and final payment of studies and work will be received.

This agreement has had no financial impact on 2012.

### **3. Agreement entered into with Mr François Rubichon, chief operating officer**

#### *Chief Operating Officer's termination benefits*

#### *Nature and purpose*

Performance-based termination benefits attributed to Mr François Rubichon.

### **Conditions**

At its meeting on March 11, 2009, your board of directors authorized the amendment of the agreement entered into on March 13, 2008 between Mr François Rubichon and your company, which provided for the payment of termination benefits to the chief operating officer Mr François Rubichon in the event of the termination or non-renewal of his term of office as chief operating officer.

At its meeting on July 15, 2009, your board of directors confirmed the new version of the agreement of March 13, 2008, which was amended on July 1, 2009 when Mr François Rubichon's term of office was renewed.

The termination benefits correspond to the remuneration received by the chief operating officer over the previous full-year period, and performance-based remuneration determined on the basis of the average percentage accomplishment of annual targets set by the board of directors. Average percentage accomplishment is calculated over the previous three-year period, as presented in the financial statements approved by the board of directors.

The term of office of Mr François Rubichon ended on November 28, 2012. The payment of this termination benefit can only be made at the time the board of directors has ascertained that all conditions are met. As at December 31, 2012, the board of directors has not yet deliberated on this point and no termination benefit has been paid on 2012.

Paris-La Défense, March 18, 2013

The statutory auditors  
*French original signed by*

KPMG Audit  
*Département de KPMG S.A.*

ERNST & YOUNG et Autres

Philippe Arnaud

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