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## Aéroports de Paris

General meeting of shareholders to approve the financial statements for the year ended December 31, 2017

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

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Commissaire aux Comptes  
Membre de la compagnie  
régionale de Versailles

## Aéroports de Paris

General meeting of shareholders to approve the financial statements for the year ended December 31, 2017

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

To the Aéroports de Paris annual general meeting,

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, conditions and the reasons for the company's interest 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 to the Annual General Meeting

#### ■ Agreements and commitments authorized and concluded during the year ended 31 December 2017

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, concluded during the year ended 31 December 2017 which received prior authorization from your board of directors.

1. With the State, the main shareholder of your company or with public bodies

***Persons concerned***

The State is represented par by the following administrators:

- Mrs. Geneviève Chauv Debry,
- Mrs. Solenne Lepage,
- Mr. Michel Massoni,
- Mr. Denis Robin
- Mrs. Perrine Vidalenche,

1.1. With Société du Grand Paris, public body

***1.1.1 Amendment n°1 to the agreement relating to shared contracting ownership for the construction of a subway station on Paris-Orly airport for the future 14 and 18 subway lines***

***Nature and purpose***

Amendment n° 1 to the agreement related to shared contracting ownership for the construction of a subway station on Paris- Orly airport for the future 14 and 18 subway lines.

***Conditions***

At its meeting on February 22, 2017, your board of directors authorized the conclusion of the amendment n° 1 to the agreement between Société du Grand Paris and your company, as mentioned in paragraph 1.6.1 of the second section of this report. This amendment was signed on March 1, 2017. The changes provided by this amendment n° 1 to the shared contracting ownership brings the total amount of the funding by the Société du Grand Paris for the station and the parking to M€ 195.20 excluding taxes (March 2016 value), split at M€ 132.80 excluding taxes for the station and M€ 62.4 excluding taxes for the parking). Other changes provided by the amendment relate to clarifications or specifications on the tasks of the parties for the building the facilities, the responsibility system, the insurances that cover the construction risks without modifying substantially the economy and general balance of obligations of parties of this agreement.

***Motivations demonstrating the benefit of this agreement for the company***

Your board of directors has motivated this agreement given the complexity of the various structures (metro station, junction building, car park and roads to be reconstructed) that must be built at Paris-Orly airport and the interest for your company to assume the contracting ownership of the whole operation in line with the funding terms presented in the report to the board of directors and the amendment n° 1 to the shared contracting ownership agreement.

***1.1.2 Agreement relating to the compensation from Société du Grand Paris related to the feasibility studies for the implementation of metro n°17 (north) and ancillary work at the Paris- Charles de Gaulle airport***

***Nature and purpose***

Agreement relating to the compensation from Société du Grand Paris related to the feasibility studies for the implementation of metro n° 17 (north) and ancillary work at the Paris- Charles de Gaulle airport.

### ***Conditions***

At its meeting on March 22, 2017 your board of directors authorized the conclusion of an agreement relating to the compensation from Société du Grand Paris related to the feasibility studies for the implementation of metro n° 17 (north) and ancillary work at the Paris- Charles de Gaulle airport. This agreement was signed on July 12, 2017. The compensation, estimated to K€ 522 excluding taxes, covers, on one hand, all the feasibility studies related to the implementation of works (station and ancillary work) of metro n° 17 (north) on the Paris- Charles de Gaulle platform or any action or expertise aimed at assisting the draft-design studies conducted by Société du Grand Paris, and, on the other hand, the feasibility studies related to the modifications of existing or future airport facilities by your company in order to enable the crossing of metro n° 17 (north) and the construction of ancillary work.

### ***Motivations demonstrating the benefit of this agreement for the company***

Your Board of directors has motivated this agreement, given that the interest for your company to conclude with Société du Grand Paris the indemnification agreement for the feasibility studies for the implementation of metro line 17 (north) and its ancillary works, considering your company:

- ▶ benefits from the compensation of all costs and studies that would be incurred;
- ▶ make sure that the implementation of metro line 17 (north) and ancillary work will be made in conditions that are compatible with the proper operation of airport facilities. This connection to the Paris-Charles de Gaulle airport represents a strategic challenge for the development of its business.

### ***1.1.3 Agreement relating to the terms of implementation and funding of studies for Orly airport hub***

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

Agreement between Aéroports de Paris, Société du Grand Paris and Syndicat des transports d'Ile-de-France (STIF) relating to the terms of implementation and funding of studies for Orly airport hub.

#### ***Conditions***

At its meeting on June 21, 2017, your board of directors authorized the conclusion of an agreement, signed on September 4, 2017, relating to terms of implementation and funding of studies for Orly airport hub. Your board of directors also gave authority to the Chief Executive Officer for signing, with possibility to subdelegate, the agreement that may be adjusted as needed in the respect of interests of Paris Orly airport.

This agreement provides that:

- ▶ your company, as developer of the Paris Orly airport and unique contracting owner of the metro station that relates to the RTGPE in application of the agreement of shared contracting ownership signed on July 16, 2015, with Société du Grand Paris, will perform under its contracting ownership the studies for the Orly airport hub based on the below studies program organized in three phases;
  - ▶ a first phase of analysis of the present installations and needs : diagnosis, issues and program of multimodality ;
  - ▶ a second phase of proposal development with several scenarios (for instance, area of regulation of buses in Orly West or Orly South, soft modes of transport bikes, pedestrians);
  - ▶ a third phase of formalization and validation of the development project;
- ▶ Société du Grand Paris will contribute to their funding by the mean of a grant of a maximal amount of K€ 100 excluding taxes

### ***Motivations demonstrating the benefit of this agreement for the company***

Your board of directors has motivated this agreement given that the interest for your company to conclude with Société du Grand Paris and the STIF the agreement relating to the terms of implementation and funding of studies for Orly airport hub, considering the fact that your company will be able to make sure that the implementation of the future transportation hub in terms that are compatible with proper functioning of airport facilities, considering that this multimodality hub of the Orly airport constitutes a strategic challenge for the development of its business.

### ***1.1.4 Compensation from Société du Grand Paris concerning the feasibility studies related to the implementation of subway n° 17 (north) and its ancillary works on Le Bourget airport***

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

Agreement relating to the compensation from Société du Grand Paris concerning the feasibility studies related to the implementation of subway n° 17 (north) and its ancillary works on Le Bourget airport.

#### ***Conditions***

At its meeting on July 24, 2017, your board of directors authorized an agreement relating to the compensation from Société du Grand Paris concerning the feasibility studies related to the implementation of subway n° 17 (north) and its ancillary works on Le Bourget airport. This agreement was signed on September 21, 2017. The compensation, estimated at K€ 97.4 excluding taxes, covers, on one hand, all the feasibility studies related to the implementation of subway n° 17 (north) and its ancillary works on Le Bourget airport or any action or expertise aimed at assisting the draft-design studies conducted by Société du Grand Paris and, on the other hand, feasibility studies relating to the modifications of airport facilities or to be performed by your company in order to enable the crossing of metro n° 17 (north) and the construction of ancillary work.

### ***Motivations demonstrating the benefit of this agreement for the company***

Your Board of directors has motivated this agreement, given that the interest for your company to conclude with Société du Grand Paris the indemnification agreement for the feasibility studies for the implementation of metro line 17 (north) and its ancillary works, considering your company will be able to make sure that the implementation of metro line 17 (north) and ancillary work will be made in conditions that are compatible with the proper operation of airport facilities. This connection to the Le Bourget airport represents a strategic challenge for the development of its business.

### **1.2. With the French Institute, public body**

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

Partnership agreement between your company and the French Institute, commercial and industrial public body, which is an operator of external promotion of French culture.

#### ***Conditions***

At its meeting on June 21, 2017, your board of directors authorized a partnership agreement between your company and the French Institute that was signed on July 12, 2017. This agreement relates to exhibition of photography coming from the contest « Et en plus je parle français ! ».

The reciprocal services, priced to K€ 280 excluding taxes, consist mainly:

- for the French Institute, in promoting the brand « Paris Aéroport » on all its communication and promotion channels of the operation, the promotion of the partnership on the communication channel of the French Institute, the participation to the selection jury of nominees in May 2017, the provision of copyrights of the exhibition pictures;

- for your company, in providing for its network institutional tables of the Paris Charles-de-Gaulle and Paris-Orly airports, meaning 106 tables, for the period from July 13 to August 24 2017 (corresponding to 6 weeks) and taking care of the production of 106 tables.

***Motivations demonstrating the benefit of this agreement for the company***

Your board of directors has motivated this agreement given the interest for your company of organizing an exhibition in its Paris Charles-de-Gaulle and Paris-Orly airports and benefiting from the visibility granted by the French Institute to your company as a partner.

**1.3. With Direction Générale de la Gendarmerie Nationale**

***Nature and purpose***

Agreement regarding a sale contract of safety equipment between your company and Direction Générale de la Gendarmerie Nationale.

***Conditions***

At its meeting on June 21, 2017, your board of directors authorized an agreement regarding the sale contract for free of safety equipment between your company and Direction Générale de la Gendarmerie Nationale, which have been fully financed by the security tax. This agreement was signed on July 12, 2017. Equipment concerned by this agreement are:

- ▶ A device of fluoroscopic imaging for baggage screening ;
- ▶ Two security gate of metallic mass

***Motivations demonstrating the benefit of this agreement for the company***

Your Board of Directors has given reasons for this agreement considering the fact that your company has no interest in retaining fully depreciated equipment that are no longer used in its facilities and has an interest in ensuring that the equipment used by the law enforcement bodies are secured to enable them to carry out their missions on the platforms as best as they can.

**1.4. With SNCF Réseau and Caisse des Dépôts et Consignations, public bodies**

***Preamble***

At its meeting on March 26, 2014, your board of directors authorized the conclusion of shareholders agreement that sets up the conditions of cooperation between the State, SNCF Réseau and your company within CDG Express Etudes S.A.S. company. Signed on May 16, 2014, this agreement defines, beyond the statutory rules, engagements and functions of each shareholder.

At its meeting on December 16, 2015, your board of directors authorized the signature of a preparatory protocol relating to the creation of a project company between SNCF Réseau and your company in order to carry on the rail connection "CDG Express" project. Signed on March 2, 2016, it forests out the conditions of cooperation between SNCF Réseau and your company within the project company, which will have to be created no later than June 30, 2016. The protocol provides for the performance of legal, economic, financial and technical studies necessary to the project, as well as a preliminary global budget of M€ 12 excluding taxes, shared equally between the two partners.

At its meeting on May 3, 2016, your board of directors authorized the conclusion of an amendment to the shareholders' agreement between your company and SNCF Réseau for the rail connection "CDG Express" project in order to extend the terms and conditions of this shareholders' agreement to Caisse des Dépôts et Consignations. This amendment n° 1, signed on May 24, 2016, sets out that the parties shall undertake all the actions they can in order to create the project company before December 31, 2016 and to increase the preliminary global budget from M€ 12 to M€ 12.4 excluding taxes.

At its meeting on December 14, 2016, your board of directors authorized the conclusion of a second amendment in order to extend the terms of this shareholders' agreement to June 30, 2017, actualize the additional studies and capping the amount of expenses supported by each party as part of the project. The preliminary global budget, initially set up to M€ 12 excluding taxes, then increased to M€ 12.4 excluding taxes by amendment n° 1, has been increased to M€ 49.1 excluding taxes by amendment n° 2 until June 30, 2017.

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

Amendment n° 3 between your company and SNCF Réseau and Caisse des Dépôts et Consignations to extend the duration of the protocol in order to carry on the rail connection "CDG Express" studies.

#### ***Conditions***

At its meeting June 21, 2017, the board of directors authorized the conclusion of an amendment n° 3 between your company and SNCF Réseau and Caisse des Dépôts et Consignations to extend the duration of the protocol until September 15, 2017, and update the content of the funding conditions of the additional studies that are necessary for the "CDG Express" project for an amount increased from M€ 49.1 to M€ 49.66. This amendment was signed on November 16, 2017.

#### ***Motivations demonstrating the benefit of this agreement for the company***

Your board of directors has motivated this agreement considering the interest for your company to extend the duration of the shareholders' agreement with the purpose of carrying out together with SNCF Réseau and Caisse des Dépôts et Consignations the studies that will guarantee the feasibility of the rail connection "CDG Express" project, which is a major project for the company.

#### **1.5. With Château, Musée et Domaine national de Versailles, public body**

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

Sponsorship agreement between your company and Château, Musée et Domaine national de Versailles.

#### ***Conditions***

At its meeting on October 18, 2017, your board of directors authorized the signature of a sponsorship agreement between your company and Château, Musée et Domaine national de Versailles that was signed on November 6, 2017, by which your company commits itself to make a grant of K€ 150 to the benefit of the public body.

#### ***Motivations demonstrating the benefit of this agreement for the company***

Your board of directors has motivated this agreement given the interest for your company in terms of visibility as sponsor of the exhibition "Visiteur de Versailles 1682-1789" organized by the Château, Musée et Domaine national de Versailles.

1.6. With the Muséum national d'Histoire naturelle, public body

***Nature and purpose***

Partnership agreement between your company and Muséum national d'Histoire Naturelle.

***Conditions***

At its meeting of October 18, 2017, your board of directors authorized the signature of a partnership agreement between your company and Muséum national d'Histoire Naturelle that was signed on October 16, 2017. The reciprocal services, priced to K€ 22 excluding taxes, consist mainly in:

- ▶ For the Muséum national d'Histoire Naturelle, free passes and catalogues of the exhibition and the visibility of your company as sponsor on the different communication channels of the « Météorites, Entre Ciel et Terre » exhibition;
- ▶ For your company, the promotion of the exhibition and the valorization of Muséum national d'Histoire naturelle on the different communication channels.

***Motivations demonstrating the benefit of this agreement for the company***

Your board of directors has motivated this agreement given the interest for your company of being a partner of the « Météorites, Entre Ciel et Terre » exhibition organized by the Muséum national d'Histoire Naturelle.

1.7. With La Réunion des musées nationaux and Grand Palais, public body

***Nature and purpose***

Agreement relating to the transfer of copyrights of visuals of an exhibition named « Paris, peinture et photographie » by La Réunion des Musées Nationaux et du Grand Palais (RMN-GP).

***Conditions***

At its meeting on December 20, 2017, your board of directors authorized the signature of an agreement for the transfer of copyrights of visuals of an exhibition named « Paris, peinture et photographie » by La Réunion des Musées Nationaux et du Grand Palais that was signed on December 20, 2017. This agreement is intended to fix the financial terms of representation rights of visuals of the exhibition during two years for an amount of K€ 26, to the benefit of RMN-GP.

***Motivations demonstrating the benefit of this agreement for the company***

Your board of directors have motivated this agreement given the interest for your company to:

- ▶ Benefit of art works in each of its access tunnels of Satellite 4, since the exhibition is installed at this same place;
- ▶ Benefit from an exceptional and scenography exhibition delivered « clés en main » that help reducing the deployment costs;
- ▶ Representing the best of the Parisian culture in coherence with the « Paris Aéroport » cultural programming



- 1.8. With the musée national de la Renaissance au château d'Ecouen, public body represented by the Ministry of Culture

***Nature and purpose***

Sponsorship agreement between your company and musée national de la Renaissance au château d'Ecouen, represented by the Ministry of Culture.

***Conditions***

At its meeting on December 20, 2017, your board of directors authorized the signature of a sponsorship agreement between your company and musée national de la Renaissance au château d'Ecouen that was signed on December 20, 2017, by which your company committed itself to make a grant of K€ 20 excluding taxes to the benefit of the musée national de la Renaissance au château d'Ecouen. In counterpart, your company will benefit from the provision of areas for public relations, free passes and visibility as sponsor on all communication channels of the museum.

***Motivations demonstrating the benefit of this agreement for the company***

Your board of directors have motivated this agreement given the interest for your company to be a sponsor of the musée national de la Renaissance au château d'Ecouen, represented by the Ministry of Culture and Communication and to benefit from material services and visibility.

2. With the City of Paris

***Person concerned***

- ▶ Mrs Anne Hidalgo, censor of the board of directors of your company and mayor of Paris.

***Nature and purpose***

Partnership agreement between your company and the City of Paris concerning the exhibition organized in terminal 1 of the Paris Charles de Gaulle airport.

***Conditions***

At its meeting on February 22, 2017, your board of directors authorized the signature of a partnership agreement between the collectivity of the City of Paris and your company that was signed on April 10, 2017. The reciprocal services, priced to K€ 120 excluding taxes, consist mainly in:

- ▶ For the City of Paris, (i) the transfer of copyrights of the exhibition for a duration of maximum two years, (ii) the provision of public relations areas in the Hôtel de Lauzun that is located on the Saint-Louis island in Paris (4<sup>th</sup> district) and (iii) the visibility of group ADP as a partner on its different communication channels;
- ▶ For your company, (i) the provision of an exhibition area located in terminal 1 of the Paris Charles-de-Gaulle airport (access tunnel of satellite 7) for a duration of at least two years starting February 2017, (ii) assuming the costs of printing and (iii) the installation of the exhibition and the communication around the exhibition.

***Motivations demonstrating the benefit of this agreement for the company***

Your board of directors has motivated this agreement considering the interest for your company to develop an action that is in line with the commitments made with passengers to promote the culture in its airports.

### 3. With companies that have common administrators with your company

#### 3.1. With Média Aéroports de Paris company, joint venture between your company and JC Decaux

##### *Person concerned*

- ▶ Mr. de Romanet, chief executive officer of your company and chairman and administrator of Média Aéroports de Paris company.

#### 3.1.1. Diffusion of communication campaigns

##### *Nature and purpose*

Agreement relating to the diffusion of communication campaigns.

##### *Conditions*

At its meeting on October 18, 2017, your board of directors authorized the signature of a framework agreement between the company Média Aéroports de Paris and your company related to the diffusion of communication campaigns of your company. Your board of directors has also authorized the chief executive officer, with possibility of subdelegating his mandate, to sign purchase orders that may enable the provisioning of this framework agreement. This agreement, signed on October 19 2017, is intended to define the financial and commercial terms of diffusion of communication campaigns of your company on the commercial facilities of the company Média Aéroports de Paris on the platforms of Paris Charles-de-Gaulle, Paris-Orly and Paris-Le Bourget airports until December 31 2021, and provides that discounts of 40 % and 45 % compared to the standard tariffs excluding taxes of the company Média Aéroports de Paris for the digital and non-digital formats, respectively, for the advertising channel.

##### *Motivations demonstrating the benefit of this agreement for the company*

Your board of directors has motivated this agreement given the interests for your company to benefit from favorable financial and economic terms offered by the company Média Aéroports de Paris for the advertising displays on the platforms of Paris-Charles de Gaulle, Paris-Orly, Paris-Le Bourget airports.

#### 3.1.2. Provision of advertising material for the « Airport Startup Day » event

##### *Nature and purpose*

Agreement relating to the provision of advertising materiel for the "Airport Startup Day" event from JC Decaux.

##### *Conditions*

At its meeting on October 18, 2017, your board of directors authorized an agreement with Média Aéroports de Paris company. This agreement sets out the utilization of digital screens and paper of JC Decaux in the airports as part of a communication campaign for "Airport Startup Day" event.

##### *Motivations demonstrating the benefit of this agreement for the company*

Your Board of Directors has motivated this agreement given the financial and economic interest for Aéroport de Paris to benefit free of charge from the broadcasting of its communication campaign relating to the " Airport Startup Day" event on 70-inch screens located within Paris-Charles de Gaulle airport operated by the joint venture Media Aéroports de Paris.

■ **Agreements already approved by the general meeting of shareholders for the year ended December 31, 2016 and submitted again for approval by the general meeting of shareholders**

We have been notified of the following related party agreements, authorized in 2016 and concluded during the past fiscal year, that have already been approved by the general meeting of shareholders for the year ended December 31, 2016, and that are submitted again for approval by the general meeting of shareholders.

1. With the State, the main shareholder of your company or with public bodies

*Person concerned*

The State represented by the administrators mentioned in paragraph 1 of the first section of this report.

1.1. With the Ministry of the Interior

*Nature and purpose*

Agreement regarding the provision of systems using the PARAFE treatment (rapid external border processing).

*Conditions*

At its meeting on December 14, 2016, your board of directors authorized the conclusion of an agreement formalizing the collaboration between your company and the Ministry of the Interior regarding the renewal program and the deployment of sas PARAFE. This agreement, signed on January 4, 2017, provides with the terms on which the implementation, communication, governance and funding of the program may be carried out and is initiated for a 5-year period tacitly renewable for the same period. It is reminded that your company has decided to bear the totality of the funding of the sas PARAFE, considering that this program was in line with the public interest, from your company's stand point, as well as from the State's stand point, and it reinforces the attractiveness of its platforms.

*Nature and purpose*

Procurement contract between your company and the Ministry of Foreign Affairs regarding the performance of reception services of French and foreign public figures on the airport site, as well as associated services.

*Motivations demonstrating the benefit of this agreement for the company*

Your board of directors has motivated this agreement considering the interest for your company, which is working on accelerating the deployment of PARAFE locks since these devices enable to increase the automatization of border controls in order to avoid long waiting periods and people concentration in a tense security context, to guarantee flights' punctuality, and to maintain the attractiveness of the Parisian platforms, while providing a high quality level of service to passengers.

1.2. With the Ministry of Europe and Foreign Affairs

*Conditions*

At its meeting on December 14, 2016, your board of directors authorized the signature of a procurement contract that defines the terms and conditions of performance of the reception services, as well as the prices associated to, to the benefit of the Ministry of Europe and Foreign Affairs. This contract was signed on January 31, 2017. The characteristics of the procurement contract are as follows:

- ▶ For the services performed to the benefit of public figures designated by the Ministry of Europe and Foreign Affairs, the pricing applied is lower in average by 48% compared to the agreed prices with your service provider in charge of the reception of private clients of your company;
- ▶ These specific prices enable nevertheless to support the expenses of your company.

***Motivations demonstrating the benefit of this agreement for the company***

Your board of directors has motivated this agreement considering the obligation for Aéroports de Paris S.A. of performing reception services of French and foreign public figures designated by the State, as provided in article 41 of the conditions of contract.

**2. With companies of which the State is also shareholder, directly or indirectly**

**2.1 With the company La Poste**

- 2.1.1 Agreement regarding the signature of a leaser related to the opening of a post office in Terminal 2 of Paris-Charles de Gaulle airport

***Nature and purpose***

Agreement regarding the signature of a lease related to the opening of a post office in Terminal 2 of Paris-Charles de Gaulle airport.

***Conditions***

At its meeting on June 29, 2016, your board of directors authorized the conclusion of a lease with the company La Poste for an 8-year period that provides the payment of the costs related to the area rented by La Poste and the payment of a fix lease for these premises, on which a 60% discount on public tariffs is applied.

***Motivations demonstrating the benefit of this agreement for the company***

Your board of directors has motivated this agreement considering the interest for your company to maintain an activity of universal postal service and in particular provides its clients passengers with services that may facilitate their trips, and to its professional clients services that facilitate the development of their activities and their “day-to-day life”, contributing to the image of airport town of Paris-Charles de Gaulle airport.

- 2.1.2 Agreement regarding the signature of a leaser related to the opening of a post office in West Terminal of the Paris-Orly airport

***Nature and purpose***

Agreement regarding the signature of a lease related to the opening of a post office in West Terminal of Paris-Orly airport.

***Conditions***

At its meeting on October 19, 2016, your board of directors authorized the conclusion of a lease with the company La Poste for an 8-year period that provides the payment of the costs related to the area rented by La Poste and the payment of a fix lease for these premises, on which a 60% discount on public tariffs is applied.

***Motivations demonstrating the benefit of this agreement for the company***

Your board of directors has motivated this agreement considering the necessity for your company to maintain postal services in order to match the quality standards of its main comparable companies and the interest for passengers of your company to continue to benefit from a universal postal service and more generally to benefit from services that may facilitate their trips and for professional clients to continue to benefit from services that help them to develop their activities.

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

### Agreements and commitments approved in prior years

#### a) whose implementation continued during the year

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, the main shareholder of your company or with public bodies

#### *Person concerned*

The State represented by the administrators mentioned in paragraph 1 of the first section of this report.

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

#### ***1.1.1. Leases entered into with the French Ministry of ecological and joint transition, - Civil Aviation Authority (DGAC)***

#### *Nature and purpose*

Agreement setting out the framework and the main conditions governing the grant of use of buildings by your company, in accordance with article 43 of the conditions of the contract, to the State represented by the French Ministry of ecological and joint transition - 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 the conditions of the 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's 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 with 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.

This framework agreement was amended in 2012. The amendment aimed at:

- ▶ adjusting the provisions linked to the demolition of buildings exposed in article 2 of the framework agreement;
- ▶ adding to the application scope of the framework 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 5-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 that legal and financial conditions can be renewed in the same way.

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 2.

### ***1.1.2. Leases entered into with the French Ministry of the Interior***

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

These agreements set out the framework and the conditions governing the grant of use of buildings by your company to the State represented by the French Ministry of the Interior, in accordance with article 43 of the conditions of the contract, as well as leases entered into in accordance with these agreements.

#### ***Conditions***

At its meeting on December 17, 2014, your board of directors authorized the chief executive officer, or his delegate, to enter into these agreements 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 agreement of May 5, 2010, were entered into on March 5, 2015, are effective from January 1, 2015.

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 and 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 March 5, 2015.

These authorizations are granted until December 31, 2019, expiry date of the agreements.

These agreements set 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 needs 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 2.

### **1.2. Framework agreement entered into with the State in accordance with article 36 of the conditions of the contract of your company**

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

This framework agreement sets out the various types of services that your company provides pursuant to article 36 of the conditions of the 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 the 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 the conditions of the 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.

This agreement was concluded for a 15-year period, renewable once by tacit agreement for fifteen years. It may not extend 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 April 27, 2015, and its rider signed on December 15, 2015, pursuant to the framework agreement, for financial year 2017, your company invoiced the State K€ 16 294 excluding VAT for the services provided.

#### **1.3. Agreement on granting the 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 to the State, represented by the French Ministry of Budget, Public Accounts and Civil Service - Customs and Excise Authority, by 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 30-year period, renewable by tacit agreement for identical periods, for a maximum of ninety-nine years.

#### **1.4. Economic Regulation Agreement**

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

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

### ***Conditions***

At its meeting of July 29, 2015, your board of directors authorized the signature of the Economic Regulation Agreement for the 2016-2020 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 (*Code de l'aviation civile*).



Signed on August 31, 2015, this agreement sets the maximum average increase for airport fees for the 2016-2020 period, in accordance with the investment program affected to the regulated scope.

**1.5. With Société du Grand Paris, public agency**

***1.5.1. Compensation agreement relating to the reinforcement and ground stabilization works regarding the construction of a subway station on Paris-Orly airport for the future 14 and 18 subway lines***

***Nature and purpose***

As part of the crossing of 14 and 18 subway lines on the airport space of your company, reinforcement and ground stabilization works are required. This agreement is relating to the fact that Société du Grand Paris is taking over the additional costs involved for these works, for which your company is in charge of the project management.

***Conditions***

At its meeting on June 17, 2015, your board of directors authorized the signature of an amendment, signed on July 16, 2015, to the compensation agreement that was signed on January 9, 2015, in order to increase the compensation from K€ 15,825 to K€ 24,181 excluding taxes.

***1.5.2. Agreement relating to shared contracting ownership for the construction of a subway station on Paris-Orly airport for the future 14 and 18 subway lines***

***Nature and purpose***

Agreement relating to shared contracting ownership for the construction of a subway station on Paris-Orly airport for the future 14 and 18 subway lines.

***Conditions***

At its meeting on June 17, 2015, your board of directors authorized the conclusion of an agreement, signed on July 16, 2015, for sharing the contracting ownership that sets up the conditions for performing the construction of the future "Grand Paris" station in Orly. By this agreement your company is entitled to perform the missions of contracting ownership and the project management for the whole operation.

This agreement defines also an estimation of the total amount of the works and the compensation your company would be entitled for the services performed in its capacity of contract owner during the pre-project phases for an amount of M€ 3.6.

**1.6. Agreement with the National Film and Moving Image Centre, public agency**

***Nature and purpose***

Agreement regarding the sale of the previous headquarters of your company located at 291, boulevard Raspail - Paris (14<sup>e</sup>).

***Conditions***

At its meeting on March 25, 2015, your board of directors authorized the conclusion of an agreement for the sale of the previous headquarters of your company located at 291, boulevard Raspail - Paris (14<sup>e</sup>) to the benefit of the National Film and Moving Image Centre for an amount of M€ 52. The term of this agreement expired at the time of the takeover of the premises by the National Film and Moving Image Centre during the month of March 2017.

#### 1.7. **With Météo France, public agency**

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

Setting out of the framework conditions between your company and Météo France relating to the meteorological services provided to the air navigation service.

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

At its meeting on December 20, 2012, your board of directors authorized an agreement with Météo France, signed on March 15, 2013, setting out the framework conditions between your company and Météo France relating to the meteorological services provided to the air navigation service.

This agreement sets out:

- ▶ the nature, quality and conditions of communication of weather forecasts and warning reports provided by Météo France to your company;
- ▶ the nature, quality, fares and conditions of execution of services defined in the article 38 of the terms of contract of your company, including the land and buildings and technical equipment necessary to Météo France for the execution of its duties.

#### 1.8. **With the State and SNCF Réseau, public body**

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

Amendment to the shareholders' agreement relating to CDG Express Etudes S.A.S. company between your company, the State and SNCF Réseau.

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

At its meeting on March 26, 2014, your board of directors authorized the conclusion of shareholders' agreement that sets up the conditions of cooperation between the State, SNCF Réseau and your company within CDG Express Etudes S.A.S. company. This agreement, signed on May 16, 2014, defines, beyond the statutory rules, engagements and functions of each shareholder.

At its meeting on July 8, 2015, your board of directors authorized the signature of an amendment to this shareholders' agreement, the purpose of which is to set up the financial conditions applicable to the studies performed according to the terms and conditions of pursuing the project and, also provides for an additional budget of M€ 3.6, funded equally by your company and SNCF Réseau. This amendment was signed on October 12, 2015.

At its meeting on December 14, 2016, your board of directors authorized the signature of an amendment to this shareholders' agreement, signed on October 25, 2017, the purpose of which is to extend the life of the CDG Express Etudes S.A.S. company for one additional year, meaning until December 31, 2017 and this considering the calendar of the project. The creation of the project company, which will have for one of its first actions to redeem the studies performed since 2014, cannot happen before December 31, 2016, end date of the studies company.

#### 1.9. **Agreements entered into with Régie autonome des transports parisiens (RATP), public body and Syndicat des Transports d'Ile-de-France (STIF)**

##### ***Person concerned***

Mr. de Romanet, chief executive officer of your company and administrator of RATP.

### ***1.9.1. Tramway line between Villejuif and Athis-Mons***

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

It sets 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 your company to operate the tramway.

#### ***Conditions***

At its meeting on June 18, 2009, your board of directors authorized a tripartite agreement with RATP and STIF concerning the Villejuif–Athis-Mons tramway line.

The purpose of the agreement, signed on October 7, 2009, 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 works relating to the construction of the tramway line and to the rehabilitation of roads and facilities in Paris-Orly airport are to be financed by RATP;
- ▶ distribute the financing of the studies and works on the road deviation and/or protection of existing road networks between your company and RATP, based on whether the roads are open to the public or not.

### ***1.9.2. Terms and conditions of operating and maintenance of works and facilities dedicated to operation of T7 tramway***

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

Agreement concluded with RATP and the STIF relating to the terms and conditions of operating and maintenance of works and facilities dedicated to the operation of T7 tramway and located on your company's estate.

#### ***Conditions***

At its meeting on June 29, 2016, your board of directors authorized the conclusion of an operating and maintenance agreement. The purpose of the agreement, signed on December 1, 2016, is to define the terms and conditions for maintaining and operating the works and facilities dedicated to the operation of the tramway in order to guarantee the performance granted to the system of transport and establish the conditions of coordination of interfaces between the tramway operation and the management of adjacent parcels.

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

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

It sets forth the terms and conditions governing the provision by your company of operational support in terms of Rescue and Fire Fighting Services in Paris-Charles de Gaulle airport area for the State, represented by the chief of Police of 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 Rescue and Fire Fighting Services in Paris-Charles-de-Gaulle airport area (except aircrafts).

At its meeting on February 16, 2016, your board of directors authorized the (tacit) extension of the agreement until October 19, 2018; indeed, this agreement, which was effective for a 3-year period from October 20, 2009, may be extended by tacit agreement for consecutive 3-year periods.

The agreement, signed on October 17, 2009, provides for the use of your company's material and human resources for Rescue and Fire Fighting Services (RFFS) in aerodromes to fight fire other than the one concerning aircrafts, and to provide with rescue services in 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's support is 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.

#### 1.11. Agreement with the State on Rescue and Fire Fighting Services at Paris-Orly airport

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

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

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 Rescue and Fire Fighting Services in Paris-Orly airport area (except aircrafts).

At its meeting on February 16, 2016, your board of directors authorized the (tacit) extension of the agreement until February 10, 2018; indeed, this agreement, which was effective for a 3-year period from February 11, 2012, may be extended by tacit agreement for consecutive 3-year periods.

The agreement, signed on February 11, 2012, provides for the use of your company's material and human resources for Rescue and Fire Fighting Services (RFFS) in aerodromes to fight fire other than the one concerning aircrafts and to provide rescue services in 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's support is 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.

#### 1.12. **With Musée d'Orsay and Musée de l'Orangerie, public bodies**

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

Agreement relating to a partnership with Musée d'Orsay and Musée de l'Orangerie to create visuals for the exhibition "Bienvenue in Paris" within a landing passageway of Terminal 2E of Paris-Charles de Gaulle airport.

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

At its meeting on February 16, 2016, your board of directors authorized the conclusion of an agreement relating to the partnership with Musée d'Orsay and Musée de l'Orangerie, signed on February 23, 2016, to create visuals for the exhibition "Bienvenue in Paris" within a landing passageway of Terminal 2E of Paris-Charles de Gaulle airport for a 3-year period with retroactive effect as of August 2015 until July 31, 2018. The reciprocal services, priced to K€ 124 excluding taxes, consist for your company in setting up visuals by the two partners with Musée d'Orsay and the landing passageway of the international hall L of Terminal 2E of Paris-Charles de Gaulle airport.

1.13. **With Musée du Louvre, public body**

***Nature and purpose***

Agreement relating to the partnership with Musée du Louvre to create visuals for a temporary exhibition about travels within the access tunnel to the satellite 4 of Terminal 1 of Paris-Charles de Gaulle airport.

***Conditions***

At its meeting on February 16, 2016, your board of directors authorized the conclusion of an agreement relating to the partnership with Musée du Louvre, signed on February 23, 2016, to create visuals for a temporary exhibition about travels within the access tunnel to the satellite 4 of Terminal 1 of Paris-Charles de Gaulle airport. The reciprocal services, priced to K€ 63 excluding taxes, consist for your company in setting up visuals by the two partners with Musée du Louvre and on the different channels of communication of Musée du Louvre and within the access tunnel to satellite 4 of Terminal 1 of the Paris-Charles de Gaulle airport for a 2-year period with retroactive effect starting September 16, 2015.

1.14. With SNCF Mobilités, public body

***Nature and purpose***

Agreement related to rehabilitation works of the RER station of Roissypole, which sets out that your company will be in charge of the project management of the overall works that will affect the railway area managed by SNCF, with the exception of for the specific works that will be performed by SNCF Mobilités and supported financially by your company.

***Conditions***

At its meeting on March 16, 2016, your board of directors authorized your company the conclusion of an agreement with SNCF Mobilités related to rehabilitation works of the RER station of Roissypole. Signed on January 18, 2017, this agreement sets out the technical, financial and legal terms and conditions of the works that will impact the facilities of SNCF, in accordance with the agreement of May 26, 1976.

1.15. **With l'Ecole nationale supérieure Louis-Lumière, public body**

***Nature and purpose***

Agreement aimed at sponsoring l'Ecole nationale supérieure Louis-Lumière (ENS Louis-Lumière) and helping to expand the influence of the Groupe ADP and Paris Aéroports' brands.

***Conditions***

At its meeting on June 29, 2016, your board of directors authorized the conclusion of an agreement aimed at sponsoring ENS Louis-Lumière for the academic year 2016-2017 and helping to expand the influence of the Groupe ADP and Paris Aéroports' brands thanks to an exhibition within Terminal 2F of Paris-Charles de Gaulle airport, using the students' works on the theme "the luminous radiation" in Paris and at Paris-Charles de Gaulle airport. This agreement, signed on July 12, 2016, sets out the terms and conditions of this sponsorship, especially the transfer of the copyright of students' pictures for a 6-year period, the visibility of Groupe ADP as a partner on the different channels of communication of ENS Louis-Lumière and the fact that Groupe ADP will bear the costs related to this project, i.e. K€ 3 excluding taxes.

1.16. **With the public agency of the castle, museum and national estate of Versailles**

***Nature and purpose***

Agreement relating to the set-up of a photography exhibition of the Versailles estate in the access tunnel to satellite 3 of Terminal 1 of Paris-Charles de Gaulle airport.

***Conditions***

At its meeting on June 29, 2016, your board of directors authorized the conclusion of an agreement, signed on July 6, 2016, relating to the set-up of a photography exhibition of the Versailles estate in the access tunnel to satellite 3 of Terminal 1 of Paris-Charles de Gaulle airport. The reciprocal services, priced to K€ 178 excluding taxes, consist of:

- ▶ For the public body of the castle, museum and national estate of Versailles, the transfer of the visual copyrights of the exhibition for a 3-year period and the visibility of Groupe ADP as a partner on its different channels of communication;
- ▶ For Groupe ADP in providing for an exhibition area for a 3-year period starting June 30, 2016, and bearing the costs related to printing and setting up the exhibition and the communication on the exhibition and the public agency.

1.17. **With Paris Musées, public body**

***Nature and purpose***

Agreement relating to the partnership with Paris Musées to create an exhibition that will highlight the diversity and the richness of the municipal collections within Terminal 2F of Paris-Charles de Gaulle airport.

***Conditions***

At its meeting on October 19, 2016, your board of directors authorized the conclusion of an agreement, signed on December 7, 2016, which defines the terms and conditions of the partnership with Paris Musées. The reciprocal services, priced to K€ 78 excluding taxes, consist of:

- ▶ For the public body of Paris Musées, the transfer of the imagery copyrights of the exhibition for a 2-year period, and the visibility of your company as a partner on the different channels of communication;
- ▶ For your company in providing an exhibition area located at Terminal 2F of Paris-Charles de Gaulle airport for a 2-year period starting November, 2016, and bearing the costs related to printing, setting up the exhibition and the communication on the exhibition and the public agency.

1.18. **With the State, French Air Navigation Direction “DNSA”**

***Nature and purpose***

Agreement related to the movement, maintenance and operation of the “Instrument Landing System” on Pontoise-Cormeilles en Vexin aerodrome.

***Conditions***

At its meeting on October 19, 2016, your board of directors authorized the conclusion of an agreement, signed on October 20, 2016, which defines the terms and conditions of the relocation, maintenance and operation works, which are at the risk and expense of your company, of the (« Instrument Landing System » or « ILS »), on Pontoise-Cormeilles en Vexin aerodrome. However the DNSA keeps the responsibility of the aircrafts approach control. The transfer costs of ILS have been estimated to K€ 160 excluding taxes, and the maintenance costs to K€ 80 excluding taxes.

1.19. **With the Ministry of Armies**

***Nature and purpose***

Agreement with the Ministry of Armies - Air Command Force - regarding the specific conditions applicable to the subscriptions by the Air Command Force POR parking lots access located on Paris-Charles de Gaulle airport.

***Conditions***

At its meeting on December 14, 2016, your board of directors authorized the conclusion of an agreement with the Ministry of Armies - Air Command Force -, signed on December 15, 2016, in order to define the specific legal and financial conditions applicable to the subscriptions by the Air Command Force POR parking lots access located on Paris-Charles de Gaulle airport and, in particular, provides with a discount of 75% on general tariffs of your company applicable to the PR.

2. **With companies of which the State is also shareholder, directly or indirectly**

2.1. **With CDG Express Etudes S.A.S.**

***Nature and purpose***

Signature of an agreement relating to the terms and conditions of execution of pre-project tasks and studies outsourced to your company as part of the “CDG Express” rail connection project.

***Conditions***

At its meeting on May 18, 2015, your board of directors authorized the signature of an agreement with CDG Express Etudes S.A.S. relating to the conditions of execution of pre-project tasks and studies outsourced to your company as part of the “CDG Express” rail connection project. Signed on June 29, 2015, it sets the completion calendar, the details of the studies to be performed as well as the financial terms, and provides for the payment of an amount of K€ 570 excluding taxes to your company by CDG Express Etudes S.A.S.

2.2. **With Réseau Transport d'Electricité**

***Nature and purpose***

Agreement relating to the interconnection of the electrical installation of Paris-Charles de Gaulle airport to the public electricity transport network.

***Conditions***

At its meeting on June 17, 2015, your board of directors authorized the signature of an agreement, signed on July 28, 2015, that sets up the conditions of performance of the different interconnection structures of the Paris-Charles de Gaulle airport to the public electricity transport network in 225 KV, and the final financial terms of this interconnection, of which the total cost was estimated to M€ 23 excluding taxes, including M€ 16.1 excluding taxes for your company.

### **2.3. With Atout France, State Economic Interest Grouping**

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

Agreement aimed at working with Atout France for creating and releasing a magazine entitled “France Worldwilde”, as part of an action of promotion of the French destination abroad.

#### ***Conditions***

At its meeting on June 29, 2016, your board of directors authorized the signature of an agreement, aimed at working with Atout France for creating and releasing a magazine entitled “France Worldwilde”, as part of the action of promotion of the French destination abroad. This agreement, signed on October 24, 2016, provides in particular that the partnership lasts one year with a possibility of renewal, the conditions of utilization of the Groupe ADP brand, the provisional budget of K€ 247 and how this amount is supported by both parties, as well as the fact that advertising revenue will be allocated based on the same allocation of costs (60% for Atout France and 40% for your company).

### **2.4. With Paris 2024, Public Interest Grouping, in which the State, the founding member, owns 15% of the voting rights**

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

Agreement aimed at defining the terms and conditions of the partnership of Aéroports de Paris S.A. – Groupe ADP, in its capacity as official partner, for the promotion of the application of Paris to the Olympic Games in 2024, supported by the Public Interest Grouping Paris 2024, as well as the financial terms of the partnership.

#### ***Conditions***

At its meeting on July 28, 2016, your board of directors authorized the conclusion of an agreement aimed at defining the terms and the conditions of financing of the partnership of Aéroports de Paris S.A. – Groupe ADP, in its capacity as official partner, for the promotion of the application of Paris to the Olympic Games in 2024, supported by the Public Interest Grouping Paris 2024. This agreement, signed on July 28, 2016, provides in particular that Aéroports de Paris S.A. – Groupe ADP will benefit from the attributes of the brand « Paris 2024 » and from the visible presence through the different channels of communication and use its designation of « Official Supplier » during all the period of the application process, and will pay in counterpart to the Public Interest Grouping the sum of K€ 500 excluding taxes and in-kind and industrial donations for an amount priced at K€ 511 (reception services priced at K€ 146, communication services priced at K€ 350 and the « Worldwide » magazine priced at K€ 15).

### **3. With Schiphol Group NV, minority shareholder of your company**



### ***Persons concerned***

- ▶ Messrs. Nijhuis and de Groot, administrators of your company and respectively chief executive officer of Schiphol Group NV and member of the executive board of NV Luchthaven Schiphol.

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

Agreements relating to the crossed real estate investments 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 investments, 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 your company, Schiphol Group, SRE International BV, SRE Altaï BV and S.C.I. Ville Aéroportuaire Immobilier 1.
- ▶ “Joint-Venture Agreement” – Transport real estate operation: shareholders’ agreement that governs the functioning of the company that manages the Transport Building in Holland and concluded between your company, Schiphol Real Estate, SRE Transport Beheer BV, on the one hand, and on the other hand, S.A.S. ADP Investissement and S.A.S. ADP Investissement Netherland BV.

These agreements have been concluded for a sixteen-year period starting from the date of signature, i.e. February 1, 2012, and can be renewed every five years by tacit renewal. Your board of directors at its meeting on February 22, 2018 authorized renewal by tacit of these agreements.

## **4. With companies that have common administrators with your company**

### **4.1. Shareholders’ agreement between the State and NV Luchthaven Schiphol**

### ***Persons concerned***

- ▶ Messrs. Nijhuis and de Groot, administrators of your company and respectively chief executive officer of Schiphol Group NV and member of the executive board of NV Luchthaven Schiphol.

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

Shareholders’ agreement relating to your company between the State, represented by the French Ministry of Economy and Finances, 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.

#### 4.2. With TAV Construction

##### ***Person concerned***

Mr. de Romanet, chief executive officer of your company and administrator of TAV Construction.

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

Agreement relating to the construction contract, on Paris-Charles de Gaulle airport, of a building complex aimed at hosting, on the one hand the new headquarters of your company and a conference and events center and, on the other hand, a complex of offices intended to be rented.

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

Following the tender offer submitted by Hervé S.A. and TAV Construction, which is owned at 49% by your company, as part of the public consultation initiated for the construction contract, on Paris-Charles de Gaulle airport, of a building complex aimed at hosting, on the one hand the new headquarters of your company and a conference and events center and, on the other hand, a complex of offices intended to be rented, and following the approval of this tender offer by the consultative commission of your company on February 12, 2015, your board of directors authorized the conclusion of the construction contracts with Hervé S.A. and TAV Construction during the meeting of February 19, 2015. The constructions contracts were signed on February 23, 2015.

The construction contracts amount to K€ 55,739 for the first two buildings and K€ 32,128 for the third building.

#### ***b) which were not implemented during the year***

In addition, we have been advised that the following agreement and commitment which was approved by the general meeting of shareholders in prior years but not implemented during the year.

#### **1. With the State, the main shareholder of your company or with public bodies**

##### ***Person concerned***

The State represented by the administrators mentioned in paragraph 1 of the first section of this report.

#### **1.1. Agreement entered into with the State represented by the Ministry of ecological and joint transition – Civil Aviation Authority, regarding the exchange of lands and buildings**

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

Agreement regarding the exchange of lands and buildings between your company and the State (Ministry of ecological and joint transition, Civil Aviation Authority).

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

At its meeting on June 28, 2012, your board of directors authorized the conclusion of an agreement, signed on November 2, 2012, regarding the conditions of the exchange of lands and buildings of which the State (DGAC) has no more use 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) by 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 RD 118 road to RD 25E road.

At its meeting on October 14, 2015, your board of directors authorized the conclusion of an amendment to this agreement, in order to redefine the lands and buildings aimed at by this exchange.

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

The achievement of the transfer of these properties is subject to the achievement of all the following conditions:

- ▶ obtaining from the appropriate authorities waive their preemption right;
- ▶ agreement from the State-administered property 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 agreement;
- ▶ authorization of 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 article 53 of the conditions of contract of your company;
- ▶ obtaining all the 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 to either an administrative certificate or a notarized act that will operate the transfer of property of all above-mentioned properties.

Based on the estimations made by French real estate local services (“France Domaine des départements de l'Essonne (91) and du Val-de-Marne (94)”), the State and your company have agreed that these exchanges have an equivalent economic value and would not be subject to any compensation balance.

## **1.2. Agreement regarding the transfer of lands and parts of buildings, located in 375 building at Paris-Orly airport**

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

Agreement regarding the transfer of lands and parts of buildings, located in 375 building at Paris-Orly airport.

### ***Conditions***

At its meeting on June 17, 2015, your board of directors authorized an agreement for the transfer of lands and parts of buildings, located in 375 building at Paris-Orly airport, occupied by both your company and the Air and Boarder Traffic Police (DPAF), signed on September 30 2015, and provides for the signature of an authentic lands sale contract resulting in the payment by your company of a cash payment to the State of K€ 865, taxes and rights excluded.

2. With Vinci Immobilier Développement Hôtel and Vinci Immobilier entities that are subsidiaries of Vinci S.A. administrator of your company

### ***Person concerned***

Mr. Xavier Huillard, permanent representative of Vinci S.A. is Chief Executive Officer of Vinci S.A. which is administrator of your company, and also Chief Executive Officer of Vinci S.A.

***Nature and purpose***

An agreement has been signed between your company and Vinci Immobilier Développement Hôtel and Vinci Immobilier concerning a project of implementation a four star hotel (MELIA) to Paris Charles-de-Gaulle airport.

***Conditions***

At its meeting on June 29, 2016, your board of directors authorized the signature of an agreement with Vinci Immobilier Développement Hôtel and Vinci Immobilier and all ensuing contracts, to set an investment of extern development by its subsidiary, which is project owner, for transaction that consist in MELIA hotel construction at Paris Charles-de-Gaulle airport for a maximum amount of M€ 45.

Neuilly-sur-Seine and Paris-La Défense, April 3, 2018

The statutory auditors  
*French original signed by*

DELOITTE & ASSOCIES

ERNST & YOUNG Audit

Thierry Benoit

Olivier Broissand

Jacques Pierres    Alban de Claverie

**Appendix:**

Appendix 1: Terms and conditions of agreements and commitments approved during the year

Appendix 2: Terms and conditions of leases concluded with the State

**Appendix 3: Terms and conditions of agreements and commitments approved in prior years**