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Aéroports de Paris

General meeting of shareholders to approve the financial statements for the year ended December 31, 2016

Statutory auditors' report on related party agreements and commitments

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Commissaire aux Comptes
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Aéroports de Paris

General meeting of shareholders to approve the financial statements for the year ended December 31, 2016

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, 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 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, the main shareholder of your company or with public bodies

Persons concerned

The State is represented par by the following administrators:

- Mrs. Geneviève Chaux Debry,
- Mrs. Solenne Lepage,
- Mrs. Muriel Pénicaud,
- Mr. Gilles Leblanc,
- Mr. Michel Massoni,
- Mr. Denis Robin.

1.1 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.

Motivations demonstrating the benefit of this agreement for the company

Your board of directors has motivated this agreement considering the interest for your company of organizing the "Bienvenue in Paris" exhibition within Paris-Charles de Gaulle airport and benefiting of the visibility granted by Musée d'Orsay to your company as a partner.

1.2 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.

Motivations demonstrating the benefit of this agreement for the company

Your board of directors has motivated this agreement considering the interest for your company of organizing the "Tous les voyages sont au Louvre" exhibition within Paris-Charles de Gaulle airport and benefiting of the visibility granted by Musée du Louvre to your company as a partner.

1.3 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.

a) Amendment to the protocol of February 17, 2016 in order to extend it to Caisse des Dépôts et Consignations

Nature and purpose

Amendment to the shareholders' agreement between your company and SNCF Réseau to extend the rail connection "CDG Express" project to Caisse des Dépôts et Consignations.

Conditions

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, 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.

Motivations demonstrating the benefit of this agreement for the company

Your board of directors has motivated this agreement considering the interest for your company of concluding this agreement with the purpose of carrying out together with SNCF Réseau and now 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 group.

b) Amendment no. 2 to extend the duration of the protocol in order to carry on the rail connection "CDG Express" project

Nature and purpose

Amendment no. 2 to the shareholders' agreement relating to CDG Express Etudes S.A.S. company between your company, SNCF Réseau and Caisse des Dépôts et Consignations.

Conditions

At its meeting on December 14, 2016, your board of directors authorized the conclusion of a second amendment to the shareholders' agreement in order to extend the duration of the protocol until June 30, 2017, to update the additional studies and cap operating expenses to be supported by each partner as part of the project. The preliminary global budget initially set up to M€ 12, increased to M€ 12.4 excluding taxes by the first amendment, is increased by the second amendment to an amount of M€ 49.1 until June 30, 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.

1.4 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 signature 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 14, 2016, your board of directors authorized the signature of an amendment to this shareholders' agreement, the purpose of which is to extend the duration of the CDG Express Etudes S.A.S. company for one more year, i.e. until December 31, 2017, as it appears, when looking at the calendar of the project, that the project company, which will have first to redeem the studies performed since 2014, will not be created before December 31, 2016, which is the actual end date of the CDG Express Etudes S.A.S. company.

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 continue the studies related to the rail connection "CDG Express" project together with SNCF Réseau and Caisse des Dépôts et Consignations until the project company is created. These studies guarantee the feasibility of the rail connection "CDG Express" project, which is a major project for the company.

1.5 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.

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 control as much as possible the rehabilitation of the RER station of Roissypole, to perform the estate preservation works and to optimize the exchange hub by developing a trade and services hub more attractive for customers.

1.6 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.

Motivations demonstrating the benefit of this agreement for the company

Your board of directors has motivated this agreement considering the interest for your company of sponsoring ENS Louis-Lumière, organizing an exhibition within Paris-Charles de Gaulle airport thanks to the students' works and benefiting from the visibility granted by ENS Louis-Lumière to Groupe ADP as a partner.

1.7 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.

Motivations demonstrating the benefit of this agreement for the company

Your board of directors has motivated this agreement considering the interest for your company of organizing an exhibition within Paris-Charles de Gaulle airport and benefiting from the visibility granted by the castle, museum and the national estate of Versailles to Groupe ADP as a partner.

1.8 With the Ministry of the Interior

- a) ***Agreement regarding the regularization of overdue payments of the Ministry of the Interior - the Civil Security and management of crisis Authority - regarding the utilization of Paris-Issy-les-Moulineaux heliport, through the signature of a transactional agreement***

Nature and purpose

Agreement regarding the regularization of overdue payments of the Ministry of the Interior as for the utilization of Paris-Issy-les-Moulineaux heliport, through the signature of a transactional agreement.

Conditions

At its meeting on October 14, 2015, your board of directors authorized the conclusion of a protocol that sets up the conditions of payment by the Ministry of the Interior of a part of the rents due related to the utilization of Paris-Issy-les-Moulineaux heliport, which amounts to K€ 355 inclusive of taxes for the period from 1998 to 2014.

At its meeting on June 29, 2016, your board of directors authorized the signature of the final protocol signed on July 21, 2016, which sets up the conditions of payment by the Ministry of the Interior of a part of the overdue rents which amounts to K€ 300 inclusive of taxes. This protocol puts an end to the dispute between your company and the Ministry of the Interior related to overdue payments for the period from November 15, 1998 to December 31, 2014.

Motivations demonstrating the benefit of this agreement for the company

Your board of directors has motivated this agreement considering the benefit for your company of regularizing these overdue payments and putting an end to this dispute.

b) Agreement with the State - Ministry of the Interior - related to the provision of devices that use the PARAFE processing

Nature and purpose

Agreement related to the provision of devices that use the PARAFE processing (express lanes to external borders).

Conditions

At its meeting on December 14, 2016, your board of directors authorized the conclusion of an agreement related to the partnership between your company and the Ministry of the Interior for the renewal and deployment program of PARAFE locks. This agreement, signed on January 4, 2017, provides the terms and conditions of deployment, communication, governance and financing of the program, and is initiated for a 5-year period tacitly renewable for the same period in order to improve the conditions of air borders security. It is reminded that your company has accepted to bear all costs related to the PARAFE locks, as it considers that this program is aligned with the public interest from your company's point of view as well as from the State's point of view, and it reinforces the attractiveness of its platforms.

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.

1.9 Agreement entered into with Régie autonome des transports parisiens (RATP) and Syndicat des Transports d'Ile-de-France (STIF), public bodies

Person concerned

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

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.

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 sign this agreement as it contributes to setting up the serving by the tramway of Paris-Orly airport, which facilitates the access to the platform and its attractiveness.

1.10 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.

Motivations demonstrating the benefit of this agreement for the company

Your board of directors has motivated this agreement considering the interest for your company of presenting to passengers exhibitions using the municipal collections so that passengers discover the richness, interest and diversity, benefiting from the visibility granted by Paris Musées to Groupe ADP as a partner.

1.11 With the State, French Air Navigation Direction

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.

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 observe the principle of uninterrupted airport public service by maintaining the landing assistance facilities on Pontoise-Cormeilles en Vexin aerodrome, the time needed for users to adapt their aircrafts to the new technologies of approach as defined by the navigation services.

1.12 With the Ministry of Defense

a) Agreement regarding the specific conditions applicable to the subscriptions by the Air Command Force POR parking lots access located on Paris-Charles de Gaulle airport

Nature and purpose

Agreement with the Ministry of Defense - 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 Defense - 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.

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 conclude subscriptions with a new client, the Air Command Force, of which agents were using until now the parking lots outside Paris-Charles de Gaulle airport and therefore to contribute to the development of the car parks activity, with a slight positive impact on the turnover of this activity for Paris-Charles de Gaulle airport (approximately 0.2%).

b) Agreement regarding the discounts granted by your company on fees related to the utilization of its facilities by military aircrafts

Nature and purpose

Agreement with the Ministry of Defense regarding the discounts granted by your company on fees related to the utilization of its facilities by military aircrafts, in application of article 1 of the decree of January 24, 1956 and article 9 of the decree of July 22, 1959.

Conditions

At its meeting on December 14, 2016, your board of directors authorized the signature of an agreement with the Ministry of Defense, which sets up the discount rates on parking fees and landing fees based on the number of aircrafts movements by platform, by applying the calculation method of discount coefficient provided in an protocol concluded in 1961 by the ministry in charge of military forces and the ministry of Transport, i.e.:

- 20% discount for Paris-Orly airport;
- 35% discount for Paris-Charles de Gaulle airport;
- 50% discount for Chavenay-Villepreux, Chelles-le-Pin, Coulommiers-Voisins, Etames-Mondésir, Lognes-Emerainville, Meaux-Esbly, Persan-Beaumont, Pontoise-Cormeilles-en-Vexin, Saint-Cyr-l'Ecole et Toussus-le-Noble aerodromes;
- No discount for Paris-Bourget airport.

Motivations demonstrating the benefit of this agreement for the company

Your board of directors has motivated this agreement considering the mission of public interest assigned to your company and the regulation applicable to landing and parking fees, which provides that the agreements should be concluded with the State to define discount rates on these airport fees to the benefit of the State's aircrafts that are carrying out missions that are not remunerated.

1.13 With the Ministry of Foreign Affairs and International Development

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.

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 Foreign Affairs and International Development. The characteristics of the procurement contract are as follows:

- For the services performed to the benefit of public figures designated by the Ministry of Foreign Affairs and International Development, 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

Person concerned

The State represented by the administrators listed in the first paragraph above.

a) With the company La Poste

- (i) *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.

- (ii) *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.

b) 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).

Motivations demonstrating the benefit of this agreement for the company

Your board of directors has motivated this agreement considering the interest for your company of benefiting from an international media coverage and from potential advertisers for its magazine "Paris Worldwide" by working together with Atout France on the design and the implementation of its variants abroad.

- c) 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).

Motivations demonstrating the benefit of this agreement for the company

Your board of directors has motivated this agreement considering the probable positive benefits on the tourism sector of organizing the Olympic Games in Paris and the interest for your company to support the application of Paris for the Olympic Games in 2024 as « Official supplier », and the interest for its image obtained from the visibility granted by Public Interest Grouping Paris 2024 to the brands of your company as a partner.

3. With companies that have common administrators with your company

- a) 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.

Nature and purpose

Agreement regarding the utilization of digital screens and paper of JC Decaux in the airports as part of communication campaign to help the deployment of the new brand starting April 18, 2016.

Conditions

At its meeting on February 16, 2016, your board of directors authorized the conclusion of an agreement, signed in March 2016, regarding the utilization of digital screens and paper of JC Decaux in the airports as part of a communication campaign to help the deployment of the new brand which started on April 18, 2016, and defines the related price and commercial conditions. Taking into account the discounts granted on digital and paper formats of 40% and 45%, respectively, the services have been estimated to K€ 282.

Motivations demonstrating the benefit of this agreement for the company

Your board of directors has motivated this agreement considering the interest for your company of the co-enterprise Média Aéroports de Paris' offer for the launch of advertising campaign related to its new commercial brand.

- b) With Société de Distribution Aéroportuaire (SDA) company, joint-venture between your company and Lagardère**

Person concerned

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

Nature and purpose

Agreement regarding the settlement of a dispute raised by the provision of video surveillance images to the company SDA in order to secure the pathway used during the transfer of funds operations for this company in Paris-Charles de Gaulle airport.

Conditions

At its meeting on July 28, 2016, your board of directors authorized the conclusion of an agreement, signed on October 20, 2016, that defines the terms of the settlement by SDA company of the unpaid invoices that amount to K€ 178 regarding the provision of video surveillance images for the period from January 1, 2011 to December 31, 2013, by the payment of a sum of K€ 63; this puts an end to the dispute between your company and SDA company regarding the overdue payments for the period from January 1, 2011 to December 31, 2013.

Motivations demonstrating the benefit of this agreement for the company

Your board of directors has motivated this agreement considering the interest for your company of putting an end to a dispute with a major partner of the Retail activity performed in the terminals in acceptable conditions.

- c) With subsidiaries of Vinci S.A. company, administrator of your company**

Person concerned

Mr. Xavier Huillard, permanent representative of Vinci S.A. company, administrator of your company and chief executive officer of Vinci S.A.

(i) *Agreement with the V.I.D.H. and Vinci Immobilier companies*

Nature and purpose

Protocol between your company and the companies V.I.D.H. and VINCI Immobilier regarding the implementation of 4* hotel (MELIA brand) project at Paris-Charles de Gaulle airport.

Conditions

At its meeting on June 29, 2016, your board of directors authorized the conclusion of a protocol with the companies VINCI Immobilier Développement Hôtel (V.I.D.H.) and VINCI Immobilier and of subsequent contracts and to proceed to an external development investment, through its subsidiary S.A.S., holder of the project aimed at building MELIA hotel at Paris-Charles de Gaulle airport for an amount of M€ 45.

Motivations demonstrating the benefit of this agreement for the company

Your board of directors has motivated this agreement considering the interest for your company of substantially increasing its rental revenue thanks to this project with a consolidated internal rate of return after tax without leverage of 7% (investor and developer).

(ii) *Agreement with the ADIM Ile-de-France company*

Nature and purpose

Agreement regarding prior authorization for the signature of a promise of construction lease and of construction lease regarding the "ADIM Ile-de-France / Marriott hotel" project between your company and ADIM Ile-de-France.

Conditions

At its meeting on October 19, 2016, your board of directors authorized the conclusion of a promise to construction lease and of construction lease regarding the "ADIM Ile-de-France / Marriott hotel" project between your company and ADIM Ile-de-France. The economic conditions of the construction lease, similar to the future hotels of the district of West Roissypole, provide that Groupe ADP will perceive a variable "developer rent" calculated on the base of the total sales excluding taxes of the hotel, i.e. 5% the first year, 6% the second year, then 7% from the third to the 60th year, i.e. a forecasted variable rent of approximately M€ 1 a year at "cruising speed" and that the minimal guaranteed rent of the operation will amount to 80% of the forecasted variable rent. The total of the investments undertaken by your company and related to the development of the first phase of the hotel district of West Roissypole Ouest amounts to M€ 16.

Motivations demonstrating the benefit of this agreement for the company

Your board of directors has motivated this agreement considering the strategic importance for your company to respond to the demand of passengers and other users of Paris-Charles de Gaulle airport, who wish to benefit from a diversity of hotel brands, and the opportunity of being able to welcome international brands such as Courtyard and Résidence Inn of the Marriott group, which has chosen ADIM Ile-de-France company to provide the plan and the portage of the operation.

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 is represented by the administrators listed in the first paragraph of part 1 of our report.

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

a) *Leases entered into with the French Ministry of Ecology, Sustainable Development and Territory planning - 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 Ecology and Sustainable Development and Territory planning - 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.

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

These agreements set out the framework and the 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 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 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 2016, your company invoiced the State K€ 17.351 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 Agreement entered into with the State represented by the Ministry of Ecology, Sustainable Development and Territory planning – 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 Ecology, Sustainable Development and Territory planning, 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) et 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.

1.5 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.

1.6 Regularization of payment delays protocol with The State represented by the French Ministry of the Interior on Paris-Orly Airport and Paris-Charles de Gaulle Airport

Nature and purpose

Regularization of payment delays protocol on Paris-Orly Airport and Paris-Charles de Gaulle Airport concerning the occupation of the Ministry of the Interior's demining services in Paris-Orly Airport and Paris-Charles de Gaulle Airport's premises.

Conditions

At its meeting of October 15, 2015, your board of directors authorized the conclusion of the regularization of payment delays protocol, signed on August 18, 2016, for the 2010-2014 period. This protocol concerns the occupation of the Ministry of the Interior's demining services in Paris-Orly Airport and Paris-Charles de Gaulle Airport's premises, which involves that the h Ministry of the Interior disbursed an amount inclusive of taxes of K€ 121 for the benefit of your company.

1.7 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.

1.8 With Société du Grand Paris, public agency

a) 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.

b) 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.

1.9 Agreement with the National Film and Moving Image Centre, public agency

Nature and purpose

Agreement regarding the sale of the headquarters of your company located at 291, boulevard Raspail - Paris (14^e).

Conditions

At its meeting on March 25, 2015, your board of directors authorized the conclusion of an agreement for the sale of the headquarters of your company located at 291, boulevard Raspail - Paris (14^e) to the benefit of the National Film and Moving Image Centre for an amount of M€ 52.

1.10 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.

1.11 Communication and licensing agreement to use the studies conducted in connection with the CDG Express Economic Interest Group, concluded with the State

Nature and purpose

Granting the State, represented by the Ministry of Transport, Equipment, Tourism and Maritime Affairs - Rail and Public Transport Authority, a non-exclusive license, free of charge, to use the studies conducted by or on behalf of the CDG Express Economic Interest Group, which is co-owned by Réseau Ferré de France (RFF), the French rail track company SNCF, the French national railway company 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 concerning the studies conducted in connection with the CDG Express Economic Interest Group. This agreement, signed on April 6, 2007, which provides a non-exclusive and free of charge license to use the studies, was entered into on April 6, 2007, for a 3-year period, renewable by tacit agreement for the same period until the effective date of the public service delegation relating to the project.

1.12 With SNCF Réseau, public body

Nature and purpose

Agreement in the form of a preparatory protocol relating to the creation of a project company between SNCF Réseau and your company in order to carry on the project of rail connection "CDG Express".

Conditions

At its meeting on December 16, 2015, your board of directors authorized the conclusion of a preparatory protocol relating to the creation of a project company between SNCF Réseau and your company in order to carry on the project of rail connection "CDG Express". Signed on March 2, 2016, it provides for the conditions of cooperation between SNCF Réseau and your company within the project company, which will have to be created on June 30, 2016 at the latest.

The protocol provides for the carrying out 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.

1.13 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.

1.14 Agreements entered into with Régie autonome des transports parisiens (RATP), public body

Person concerned

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

a) 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

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;
- divide 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.

b) Financing agreement for studies and construction works concerning the tramway line between Villejuif and Athis-Mons

Nature and purpose

It sets forth the financing conditions of the studies and construction works related to structures and development 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" provided the conclusion of a financing agreement with compensation for your company concerning costs of works and studies undertaken because of the construction of the tramway.

The agreement, signed on June 15, 2011, sets forth:

- the terms of performance and compensation by RATP of studies and works concerning structures and developments 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 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.

This agreement had expired on March, 2016.

1.15 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, 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.

1.16 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.

1.17 Agreement with the State on Rescue and Fire Fighting Services (RFFS) 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-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 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.

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

Persons concerned

The State represented by the administrators listed in the first paragraph above.

a) 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.

b) 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.

3. With companies that have common administrators with your company

3.1 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.

3.2 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.

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 every 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 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 Nederland 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 every five years by tacit renewal.

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.

With Mr. Patrick Jeantet, chief operating officer

Nature and purpose

Compensation and termination of service allowance attributed to the chief operating officer in the event of termination or non-renewal of his term of office.

Conditions

At its meetings on July 15, 2014, your board of directors had requested approval from the minister of Economy, that was granted on December 26, 2014, for an agreement that sets forth compensation and termination of service allowance attributed to the chief operating officer in the event of termination or non-renewal of his term of office occurring at the end of the present term of office of chief executive officer and linked to a change of strategy or a change in control, with the exception to termination for gross misconduct.

Threshold: this termination benefit will be equal to eighteen months of average compensation (fixed and variable), as perceived during twenty-four months preceding termination, if the period of office is below twenty-four months, termination indemnity shall be calculated *pro rata temporis*.

This agreement expired during the month of May 2016, at the time the chief operating officer left your company.

Neuilly-sur-Seine and Paris-La Défense, March 8, 2017

The statutory auditors
French original signed by

DELOITTE & ASSOCIES

ERNST & YOUNG Audit

Thierry Benoit

Olivier Broissand

Jacques Pierres

Alban de Claverie