

**THE YEAR TWO THOUSAND TWENTY-ONE
SEPTEMBER TWENTY**

Maître Appolinaire POSSOUKPE, undersigned, notary in SARTROUVILLE (78500), 102, avenue Maurice Berteaux,

HAS RECEIVED, at the request of the parties identified below, this deed authentic on electronic medium, containing:

UNILATERAL PROMISE OF SALE

IDENTIFICATION OF PARTIES

PROMISING

Mr. Patrick **PREVOST**, retired, and Mrs. Eve **KIM**, retired,
residing together at SABLE SUR SARTHE (72300), 31, avenue de la Vaige, Born to know:

- Mr. **PREVOST** in PARIS (75012), January 21, 1948, - Mrs. **KIM**
in SEOUL (KOREA), October 16, 1947.

Married under the legal regime of community of property reduced to acquiescence in the absence of a marriage contract prior to their union celebrated at the town hall of VILLENEUVE-LA-GARENNE (92390), April 21, 2001.

The said regime has not undergone any conventional or judicial modification.

Both of French nationality.

Both having the status of "Residents" within the meaning of tax regulations.

Hereinafter referred to as the "PROMISING PARTICIPANT".

BENEFICIARY

Ms. Jing **FANG**, banking executive, residing in PARIS (75020), 3, rue Pierre Foncin,
Born in HUNAN (CHINA), September 1, 1983.

Single.

Partner of Mr. Philippe LINTNF, under the terms of a civil pact of solidarity, registered at the registry of the Tribunal de grande instance of PARIS (75001), with adoption of the regime of separation of assets.

Of Chinese nationality.

"Resident" within the meaning of tax regulations.

Hereinafter referred to as the "BENEFICIARY".

PRESENCE - REPRESENTATION

- Mr. Patrick **PREVOST** and Mrs. Eve **KIM** are present here.
- Madam Jing **FANG** is present here.

CAPACITY AND DECLARATION OF THE PARTIES

The parties hereto certify by themselves or through their representatives that nothing can limit their capacity for the performance of the commitments they will make and declare in particular:

- that their identity and their personal legal situation comply with those indicated at the top of this document;
- that they are not and have never been in a state of insolvency or subject to judicial safeguard, reorganization or liquidation proceedings;
- that they have not been associated for less than a year in a company placed in liquidation or in recovery and in which they were held indefinitely and jointly and severally liable for the social liabilities;
- that they are not in a civil, civic or commercial status that hinders the free disposal of their property;
- that they are not subject to any measure of legal protection, nor the subject of a procedure for settling situations of over-indebtedness;
- that prior to the conclusion of these presents, they had exchanged all the information they knew and which could have a decisive importance on their respective decision to contract, and this, whether or not there is a particular bond of trust between them, in accordance with article 1112-1 of the Civil Code;
- that they were also required to inform themselves about all easily accessible information;
- that they are fully aware that any breach of this obligation is likely to engage the responsibility of the offending party.

The PROMISOR declares:

- that the PROPERTY is free of any legal, contractual or administrative obstacle;
- not having ceded or granted any right of ownership, nor regularized any other pre-contract.

BODACC CONSULTATION

The undersigned notary declares to have consulted the Official Bulletin of Civil and Commercial Announcements for all parties to the deed. The results of the said consultation are attached hereto.

PURPOSE OF THE CONTRACT - COMMITMENT OF THE PARTIES

Hereby, the PROMISING PARTICIPANT, by binding itself, promises to sell and consequently confers in a firm and definitive manner on the BENEFICIARY, the right

to acquire, if it sees fit, under the conditions and deadlines set out below, the goods listed below, which the BENEFICIARY declares to be familiar with.

The commitment to sell made by the PROMISING PARTY is final and irrevocable.

The BENEFICIARY accepts this promise of sale as such, reserving the right to request its fulfillment or not.

SUBSTITUTION - ASSIGNMENT

This promise to sell being granted by the PROMISING PARTY in consideration of the person of the BENEFICIARY, the latter may not:

- nor replace a natural or legal person of his choice,
- or assign its rights to anyone.

DESCRIPTION OF GOODS

DESIGNATION OF THE REAL ESTATE COMPLEX

In the condominium complex located in the town of SAINT DENIS (93200), 3, rue Pinel,

Appearing in the cadastre under the following references:

Section	Number	Place	ha	at	that
BH	58	3, rue Pinel	0 02	53	
Total capacity:			0ha 02a 53ca		

A cadastral plan materializing, in yellow tint, the land base, of the said property is attached.

DESIGNATION OF PROPERTY AND REAL ESTATE RIGHTS

- LOT NUMBER FIVE (5):

In building A, on the first floor,
Housing comprising entrance hall, kitchen lit onto the courtyard, small bedroom opening onto the entrance, bedroom lit onto the street.
Right in common with lot number 4 to the water closets located on the landing.

And the fifty-nine / fourth thousand (59 / 1004ths) of the general common areas.

Observation being made here that according to the declaration of the parties, lot number 5 and lot number 33 constitute a single and unique housing unit comprising: entrance, kitchen, bathroom with WC and main room.

- LOT NUMBER SIXTEEN (16):

In building A, in the basement, in the corridor on the right, a cellar n°16, the first side of the court.

And the four / thousand fourths (4 / 1004ths) of the general common areas.

- LOT NUMBER THIRTY-THREE (33):

On the first floor of building A, first left door, a WC.

And the one/fourth thousand (1/1004ths) of the general common areas.

This lot is inseparable from lot number 5.

Observation being made here that according to the declaration of the parties, lot number 5 and lot number 33 constitute a single and unique housing unit comprising: entrance, kitchen, bathroom with WC and main room.

As these properties have been designated under the terms of the descriptive statement of division set out below, exist, continue and include all buildings by destination that may depend on them, without any exception or reservation.

Hereinafter referred to as the "PROPERTY".

THE PROMISING PARTY declares that lot number 33 consisting of a toilet previously constituted a common part and that it was transformed into a private part and was transferred to him by the Syndicate of Co-owners of the property complex, according to deed received and date of December 23, 2013 by Maître Hugues VAN ELSLANDE notary in SAINT-DENIS (93200).

The undersigned notary has established the above designation, both according to the old title deeds and according to the statements of all the parties, and with the precision that no reservations have been made on this designation.

The BENEFICIARY declares to exempt the PROMISING PARTICIPANT as well as the undersigned notary from making further designation of the PROPERTY and its possible elements of equipment, declaring that he knows it perfectly for having seen and visited it before this day.

In addition, a copy of the plan of the main lot designated above is attached.

AREA GUARANTEE

PROMISING PARTY and BENEFICIARY acknowledge having been informed by the drafter of these of the provisions of Article 46 of Law No. 65-557 of July 10, 1965 providing:

- the obligation to include an indication of the private area of the premises sold in all contracts and preliminary contracts relating to the sale of real estate subject to the co-ownership regime;
- as well as the penalties incurred in the event of either the absence of this area or an error of more than 5% to the detriment of the BENEFICIARY.

The PROMISING PARTY declares that the private area of the lot entering the scope of these texts is:

- for lots number FIVE (5) and number THIRTY THREE (33) of THIRTY FOUR SQUARE METERS AND SIX HUNDREDTHS (34.06 m²).

The measurement was carried out, in accordance with the provisions of article 4-1 of decree n° 67-223 of March 17, 1967, by CABINET AGENDA SAS, Le Pégase, 2, boulevard de la Liberation, 93284 SAINT-DENIS, as appears from the certificate issued by him on April 28, 2021, a copy of which is attached.

DESCRIPTIVE STATEMENT OF DIVISION AND RULES OF**CO-OWNERSHIP**

The real estate complex on which the PROPERTY depends has been the subject of a descriptive statement of division and co-ownership regulations established under the terms of a deed received by Maître Claude MAILLARD notary in SAINT-DENIS (93200), on January 8, 1959, an authentic copy of which was published in the service responsible for land registration of BOBIGNY 2, January 26, 1959, volume 5123 number 3.

Said deed was modified under the terms of a deed received by Maître Hugues VAN ELSLANDE notary in SAINT-DENIS (93200), on December 23, 2013, an authentic copy of which was published in the service responsible for land registration of BOBIGNY 1.

NO FURNITURE

With this PROPERTY are sold neither furniture nor movable objects nor kitchen elements integrated or not, as declared by the parties.

NATURE AND QUOTITY**NATURE AND QUOTITY OF RIGHTS SOLD**

The PROPERTY is sold by Mr. Patrick PREVOST and Mrs. Eve KIM up to the total amount in full ownership.

NATURE AND RATE OF ACQUIRED RIGHTS

The PROPERTY will be acquired, if the sale is carried out, by Mrs. Jing FANG up to the total amount in full ownership.

RELATIVE EFFECT

- Acquisition under the terms of a deed received by Maître Nadine BONN, notary in ASNIERES-SUR-SEINE (92600), on October 3, 2003, an authentic copy of which was published in the land registration service of BOBIGNY 1, on October 24, 2003, volume 2003 P number 6203.

- Acquisition under the terms of a deed received by Maître Hugues VAN ELSLANDE, notary in SAINT-DENIS (93200), on December 23, 2013, an authentic copy of which was published in the land registration service of BOBIGNY 1.

DESTINATION AND USE**DESTINATION AND CURRENT USE OF THE PROPERTY**

The PROMISING PARTY declares that the PROPERTY is currently intended for residential use.

DESTINATION AND USE OF THE PROPERTY

The BENEFICIARY declares that it wishes to use the PROPERTY for residential use.

SUBSEQUENT CHANGE OF DESTINATION NOT PLANNED AT**CO-OWNERSHIP RULES - WARNING**

The BENEFICIARY declares to have been fully informed, prior to these presents, that the assignment of the goods covered by these presents provided for in the co-ownership regulations of the building is for residential use.

As a result, he acknowledges being warned that any change of destination not provided for in the co-ownership regulations will be preceded by the agreement of the general meeting of

co-owners deciding by the required majority and obtaining any necessary administrative authorisation.

All without prejudice to the applicability, where applicable, of the provisions of article L 631-7 of the Construction and Housing Code.

PROPERTY - ENJOYMENT

The BENEFICIARY will be the owner of the PROPERTY, subject of this promise, from the day of the regularization of this deed by authentic deed.

He will have the enjoyment of it from the day of the reiteration of the present by authentic deed, by the taking of real and effective possession, the PROMISING undertakes to return the PROPERTY by this date free of any rental or occupation, and to rid it of any bulky items if necessary.

RENTAL SITUATION

The PROMISOR declares:

- that the PROPERTY subject of these presents was rented to Mr. Jung Ho LEE under a lease under private signature dated June 1, 2019 for a period of one year starting on June 1, 2019 and ending on May 31, 2020;
- that the said lease was renewed by tacit agreement;
- that the tenant has given notice effective September 30, 2020; a copy of this notice, certified true by the PROMISING PARTY, will remain attached after mention; - that the tenant has since vacated the premises as the BENEFICIARY was able to see by visiting the PROPERTY.

PRICE AND PAYMENT OF PRICE

PRICE

The sale, if it takes place, will take place for the price of ONE HUNDRED AND FIFTY-NINE THOUSAND EUROS (€159,000.00).

PAYMENT OF THE PRICE

This price will be payable in full on the day of the reiteration of these presents by authentic deed, by means of a bank transfer to the order of the notary writing the deed, as provided for by decree number 2013-232 of March 20 2013.

The parties acknowledge having been advised by the undersigned notary of the consequences that could result from a settlement between the PROMISING PARTICIPANT and the BENEFICIARY, outside of the accounting of the notary, of all or part of the price of sale before the signing of the authentic deed of sale, in particular with regard to the exercise of a possible right of pre-emption or a mortgage situation which would not make it possible to satisfy all the PROMISOR's mortgage creditors.

The BENEFICIARY's attention is particularly drawn to the following points: - the obligation to pay by transfer and not by check, even if it is from a bank, results from the provisions of article L 112-6-1 of the Monetary and Financial Code ;

- he will be required to provide a certificate from the bank which issued the transfer and justifying the origin of the funds unless these funds result from one or more loans recorded in the authentic deed of sale or in an authentic deed separate.

NEGOTIATION

The parties declare that these presents were negotiated by Mr. Zouheir TEMAGOULTE, Independent Advisor to SAFTI, 118, route d'Espagne in TOULOUSE (31036), holder of a sales mandate given by the PROMISING PARTY, under number 389522 dated June 3, 2021

Consequently, the PROMISING PARTICIPANT, who will be solely responsible for this, undertakes to pay a remuneration including all taxes of NINE THOUSAND FIVE HUNDRED AND FORTY EUROS (€9,540.00).

This sum will only be payable on the day of the regularization of the act genuine sale.

FINANCING MODALITIES

TOTAL COST OF THE OPERATION

The total cost of the operation covered by these presents is detailed below:

- Price reminder: €159,000.00
- Amount of the provisional costs of the deed of sale: €13,000.00
- Amount of projected loan costs: For the record
- **Total equal to: €172,000.00**

The BENEFICIARY acknowledges having been informed of the provisional nature of the costs indicated above.

FINANCING OF THE OPERATION

The BENEFICIARY declares that it intends to finance this operation by means of:

- one or more loan(s), up to €159,000.00;
- his personal or similar funds, up to €13,000.00.

Total equals €172,000.00.

TAX RETURNS

INFORMATION OF THE PROMISOR ON THE TAXATION OF CAPITAL GAINS

The undersigned notary has specifically informed the PROMISING PARTY of the legal provisions relating to real estate capital gains by individuals.

In particular, he indicated to him that any capital gain will be declared and liquidated simultaneously with the signing of the final deed of sale and deposited at the same time as the deed of sale at the land registration service with the amount of the tax. .

In this respect, the PROMISING PARTY undertakes to provide the notary in charge of regularizing the authentic deed of sale with all the elements necessary for establishing and liquidating any capital gain.

And the PROMISOR declares that he does not intend to reuse the price in the purchase of his principal residence.

TAX SYSTEM

For the collection of rights, the PROMISING PARTY declares:

- not be subject to value added tax;
- that the PROPERTY sold has been completed for more than five (5) years.

Consequently, this transfer, if it takes place, does not fall within the scope of the value added tax, but is subject to the land registration tax at the common law rate provided for in article 1594. D of the General Tax Code.

INFORMATION - MODIFICATION OF THE TAX REGIME

The notary does not guarantee the application of the tax regime in force on the day of signing hereof, a modification of the tax regime may occur between the day of signing hereof and that of the sale.

SUSPENSIVE CONDITIONS

As determining conditions hereof, without which The BENEFICIARY would not have contracted, these presents are subject to the following conditions precedent, which must be fulfilled no later than November 19, 2021:

CONDITIONS SUSPENSIVE TO WHICH THE PARTIES DO NOT CAN WAIVER

PURGE OF PREEMPTION OR PREFERENCE RIGHTS

That cannot be exercised on the PROPERTY, any right of pre-emption, whatever it is, resulting from legal provisions, nor any right of preference resulting from conventional provisions.

In the event that such a right exists, the PROMISING PARTY undertakes to carry out without delay the formalities necessary for its discharge to the person or administration concerned. To this end, all powers are given to the notary responsible for representing the PROMISING PARTY, in order to proceed with all notifications.

In the event of the exercise of the right of pre-emption, these presents will automatically lapse and the PROMISING PARTY will be released from any obligation with regard to the BENEFICIARY to whom the security deposit or the immobilization indemnity must be returned within the maximum period of ten calendar days from receipt of the pre-emption notification.

For the response of the holder of this right of first refusal or its possible substituted, election of domicile is specially carried out in the office of the agent.

SUSPENSIVE CONDITIONS UNDER WHICH ONLY THE BENEFICIARY CAN WITHDRAW

CONDITION SUSPENSIVE FOR OBTAINING A LOAN

That the BENEFICIARY obtains one or more final offers of bank loans, which can be contracted by the latter with any establishment or broker of his choice, meeting the following characteristics:

- Bank: BNP PARIBAS or any other credit institution
- maximum overall amount of the loan(s) envisaged: ONE HUNDRED AND FIFTY NINE THOUSAND EUROS (€159,000.00);
- maximum repayment period: 20 years;
- maximum interest rate excluding application fees, insurance and guarantees: 1.40%.

Obtaining the loan(s) must, in order to fulfill the condition precedent, intervene no later than November 19, 2021 and according to the terms defined below.

Obtaining a loan offer at a rate or an amount less than or equal to the rate or amount fixed above will not cause the condition to fail, which will be considered as fulfilled.

Obligations of the BENEFICIARY

The BENEFICIARY undertakes to take all the necessary steps to obtain its financing as soon as possible, and in particular to submit the loan file no later than October 11, 2021.

However, the PROMISING PARTY may not rely on non-compliance with this obligation to invoke the lapse of these presents.

The BENEFICIARY must follow the examination of his file, provide without delay all information and documents that may be requested of him and generally do everything possible to ensure that the loan application is completed, within the time limit of this condition precedent.

In this respect, the BENEFICIARY declares under its entire responsibility:

- that nothing in his legal situation and in his banking capacity opposes the request for this or these loans.

- that its resources and its current state of indebtedness allow it to request this or these loans and that they correspond to its repayment possibilities.

The BENEFICIARY is informed:

- that the condition would be considered fulfilled pursuant to Article 1304-3 of the Civil Code if, through his fault or negligence, he prevented its fulfillment or caused his failure;

- that the fact of requesting a loan under conditions different from those provided for above may lead to the application of this sanction against him.

It being specified that:

- obtaining a loan offer at a rate higher than the maximum fixed herein will cause the condition to fail;

- obtaining a loan offer at a rate lower than or equal to the fixed minimum herein will not cause the condition to be breached and shall be deemed to have been fulfilled.

The BENEFICIARY must justify to his notary and to the PROMISING PARTY, within eight days of their delivery or receipt, the loan request certificate, the loan offer made to him or the refusal of his loan request. In addition, he undertakes to send a copy of these documents to his notary.

In the event of non-obtaining a loan offer, he must justify at least two (02) loan refusals from different banking establishments, in accordance with the aforementioned conditions.

Failure by the BENEFICIARY to have informed his notary and the PROMISING PARTY within the period of the condition precedent, these presents will be considered null and void, one week after receipt by the BENEFICIARY a formal notice sent by registered letter by the PROMISING to have to justify the obtaining of the loan(s), remained unanswered by the BENEFICIARY.

Fulfillment of the condition precedent

For the application of this condition, this or these loans will be considered as obtained when one or more loan offers accompanied by the final approval for death-invalidity-incapacity insurance have been issued.

The BENEFICIARY acknowledges having been informed that if, contrary to the declarations made herein, he resorts to a loan other than that indicated above,

he cannot avail himself of the provisions of articles L. 313-1 et seq. of the Consumer Code.

ORIGIN OF OWNERSHIP

That it is established an origin of ownership at least thirty years old going back to a transferable title and exempt from all defects likely to affect the validity and the effectiveness of the sale to the BENEFICIARY.

URBAN PLANNING AND Easements

That the planning documents do not reveal the existence of any easement or administrative requirement other than those mentioned herein, likely to modify the configuration of the premises or the immediate environment of the PROPERTY, to depreciate it, to make it unsuitable for the destination that the BENEFICIARY plans to give him or call into question the right of ownership or enjoyment of the latter.

MORTGAGE SITUATION

That the urgent summary information excluding formalities, issued for the purpose of carrying out these presents does not reveal any obstacle to the free disposal of the property or registration of privilege or mortgage guaranteeing debts whose balance, in capital, interest and accessories, could not be reimbursed using the sale price, unless the registered creditors dispensed the undersigned notary from carrying out the purge.

EXIT OF THE PRE-CONTRACT IN CASE OF NON-COMPLIANCE SUSPENSIVE CONDITIONS

The undersigned notary recalls article 1304-4 of the Civil Code: *"A party is free to waive the stipulated condition in its exclusive interest, as long as it has not been fulfilled or has not failed. »*

However, the parties agree that in the event of non-fulfillment or failure of one of the conditions precedent appearing under the paragraph "PREVENTIVE CONDITIONS WHICH THE BENEFICIARY MAY WAIVE", the BENEFICIARY may waive the right to invoke said condition precedent. This preliminary contract will then not be considered void.

The BENEFICIARY must inform the PROMISING PARTY of its decision to invoke or waive the unfulfilled or failed condition precedent as soon as possible.

In any event, the waiver of an unfulfilled or failed condition precedent may not lead to an extension of the period within which the authentic deed of sale must be carried out.

CHARGES AND CONDITIONS OF SALE POSSIBLE

The sale, if it is requested within the agreed period, will take place under the ordinary and legal conditions in such matters, and in addition under the following conditions that the BENEFICIARY, having become the PURCHASER, will be required to perform

CONDITION AND CONSISTENCY OF THE PROPERTY

The BENEFICIARY will take the PROPERTY that is the subject of these presents in its state on the day of entry into possession, as he has seen and visited it, without being able to exercise any recourse

nor repetition against the PROMISING PARTY for any reason whatsoever and in particular because of the excavations or excavations which could have been carried out under the PROPERTY and any landslides which could subsequently result therefrom, the nature of the soil and the subsoil not being not guaranteed.

Similarly, the PROMISING PARTY shall not be bound by any guarantee with regard to either the misalignment or the condition of the goods and defects of any kind, apparent or hidden, insects, parasites or parasitic plants to which they may be affected. .

However, in order to comply with the provisions of article 1626 of the Civil Code, the PROMISING PARTY guarantees the BENEFICIARY against all risks of eviction, with the exception of any charges declared herein.

As such, the PROMISING PARTY declares under its responsibility, concerning the PROPERTY subject of these presents:

- that it is not currently subject to expropriation;
- that it is not the subject of any work injunction;
- that no built element encroaches on the neighboring land;
- that the built part of the PROPERTY was built and completed in its entirety more than ten

years ago, as shown by the title deeds.

AREA OF THE LOT SOLD

The PROPERTY that is the subject of these presents falls partly within the scope of law n° 96-1107 of December 18, 1996 improving the protection of purchasers of co-ownership lots, of decree n° 97-532 of May 23, 1997 defining the private area of a condominium lot.

The so-called Carrez area of the lots or fractions of lots concerned is shown in the designation above.

- With regard to the said lots, it results from article 46 of law n° 65-557 of July 10, 1965:

"...

If the area is greater than that expressed in the deed, the excess measurement does not give rise to any additional charge.

If the area is less than one twentieth of that expressed in the deed, the seller, at the request of the purchaser, supports a reduction in the price proportional to the lesser measure.

...».

- With regard to cellars, garages, parking spaces and lots or fractions of lots with an area of less than 8 m² and possibly subject to this deed, it is expressly agreed that the parties may not base any claim on against anyone on account of a difference in capacity, more or less, noted between the real one and that which can be mentioned in this act, this difference exceeds one-twentieth.

The undersigned notary reminds the parties that if the surface area turns out to be more than one-twentieth lower than that expressed above, the PROMISING could be brought, at the request of the BENEFICIARY, to support a reduction of the price of the lot concerned proportional to the least measure, it being specified that the action in reduction of the price must be brought by the BENEFICIARY within a period of foreclosure of one year from the authentic deed of sale, subject to interruption, but not subject to suspension.

Easements

The BENEFICIARY will bear the passive, conventional or legal, apparent or hidden, continuous or discontinuous easements, which may encumber the PROPERTY,

except to defend themselves against them and take advantage of those active if there are any, all at their own risk and without recourse against the PROMISING PARTY.

In this regard, the PROMISOR declares that he has not personally created any easement and that to his knowledge there are none except those that may result from the natural situation of the premises, the co-ownership regulations and its possible amendments or of the law.

REAL ENVIRONMENTAL OBLIGATION - ABSENCE

The PROMISING PARTY declares that it has not entered into any contract with a public authority, a public institution or a legal person governed by private law acting for the protection of the environment and that it has not created any real environmental obligation on the PROPERTY.

INSURANCE

The notary informs the parties that the insurance of the PROPERTY will continue automatically for the benefit of the BENEFICIARY from the day of the sale, on condition that the latter performs the obligations provided for in the contract vis-à-vis the insurer in accordance in article L. 121-10 of the Insurance Code.

The BENEFICIARY will be personally responsible for subscribing to all insurance policies, he instructs the PROMISING PARTY to terminate, on the day of the regularization of the authentic deed of sale, those which he has personally subscribed.

DUES AND TAXES

PROPERTY TAX

The BENEFICIARY will pay, as of the entry into possession, all tax charges relating to the property.

With regard to property taxes, the BENEFICIARY will reimburse the PROMISING PARTICIPANT, on first request, the pro rata of the property tax accrued from the date fixed for taking possession until the following 31 December.

SUBSCRIPTION AND DISTRIBUTION AGREEMENTS

The BENEFICIARY will do his personal business from the day of entry in enjoyment of all insurance policies and all existing subscriptions.

INFORMATION CONCERNING THE PROPERTY SOLD

INFORMATION RELATING TO THE CONSTRUCTION, DEVELOPMENTS AND TRANSFORMATIONS

The PROMISING PARTICIPANT declares that the construction of the PROPERTY subject of these presents was completed more than ten years ago and that work was carried out less than ten years ago, namely:

1) Work carried out by the syndicate of co-owners

THE PROMISING PARTY

declares: - that lot number 33 constant in a WC previously constituted a common part and that it was transformed into a private part and was transferred to him by the Syndicate of Co-owners of the property complex, following deed received and dated December 23, 2013 by Maître Hugues VAN ELSLANDE notary in SAINT-DENIS (93200),

- that in the last ten years, work has been carried out by the Syndicate of Co-owners on this lot number 33, then common part, before its transfer to its benefit,

- that the said works did not require any authorization from the administration,

- that said work having been commissioned by the syndic of co-ownership, it is not in possession, neither of the invoices of the companies having carried out the said work, nor of the certificates of the ten-year guarantee of the said companies.

- that he has not received any injunction from the competent administration concerning the said works.

THE BENEFICIARY acknowledges being well informed of the situation and declares want to make it personal.

2) Work carried out by THE PROMISING PARTY

THE PROMISING PARTY declares:

- to have carried out work on THE PROPERTY and in the last ten years development and renovation, namely:

*renovation of the bathroom,

*Repairing the ceiling in the kitchen and bathroom,

*change of windows.

-that the said works were duly authorized by the syndicate of co-owners in resolution number 19 of the General Assembly of May 11, 2009, -that the said works did not require any authorization from the competent administration,

- that he has not received any injunction from the competent administration, nor of the syndicate of co-owners concerning the said works.

THE BENEFICIARY acknowledges being well informed of the situation and declares want to make it personal.

BUILDING INSURANCE

The PROMISING PARTY

declares: - that he has not personally taken out any construction insurance for the execution of the said works,

- that the company having carried out the said works is: JUBATIMENT SARL, 10, rue des Portes Blanches, 75018 PARIS.

THE PROMISING PARTY undertakes to provide the BENEFICIARY before the final deed of sale with the invoices of the said company having carried out the said works, as well as its insurance of the ten-year guarantee.

THE PROMISOR declares:

- that it will subrogate the BENEFICIARY in the benefit of all liability actions against these persons or companies or against their insurance relating to the construction;

- that he is informed that in the absence of property damage insurance, he becomes debtor of the guarantees imposed on builders and in particular on defaulting builders. The BENEFICIARY may therefore, in the event of damage, turn against him without an exonerating clause being able to be inserted in the act.

For his part, the BENEFICIARY declares:

- to have requested the undersigned notary to regularize the present transfer in the absence of insurance for Damage to Works.

- realizing:

* the consequences that may result in the event of damage likely to be covered;

* of its information obligations in the event of subsequent transfer of the property during the period of ten years from the acceptance of the works;

that in the event of damage to the building, he will have no other solution than to act against his PROMISING PARTY, who may be untraceable or insolvent, or against the builders or their insurers, but that he could then take the trial costs.

The PROMISING PARTICIPANT and the BENEFICIARY acknowledge having received from the undersigned notary all useful explanations concerning the consequences that may result from the absence of subscription to such insurance policies.

Reminder of the texts:

Article L. 241-1: "Any natural or legal person, whose liability may be incurred on the basis of the presumption established by articles 1792 and following of the Civil Code with regard to building work, must be covered by a assurance.

At the start of any project, it must be able to justify that it has taken out an insurance contract covering it for this liability.

Any insurance contract taken out under this article is, notwithstanding any stipulation to the contrary, deemed to include a clause ensuring the maintenance of the cover for the duration of the liability weighing on the person subject to the insurance obligation. »

Article L. 241-2: "Anyone who has the building work mentioned in the previous article carried out on behalf of others must be covered by liability insurance guaranteeing the damage referred to in Articles 1792 and 1792-2 of the Civil Code and resulting from his doing.

The same applies when the buildings are constructed with a view to sale. »

Article L. 242-1: "Any natural or legal person who, acting as owner of the structure, seller or agent of the owner of the structure, has building work carried out, must subscribe before the opening of the site, on its own behalf or on that of the successive owners, insurance guaranteeing, apart from any search for liability, the payment of all repair work for damage of the nature of that for which the builders are responsible within the meaning of the article 1792-1, manufacturers and importers or the technical controller on the basis of article 1792 of the civil code.

However, the obligation provided for in the first paragraph above does not apply to legal persons governed by public law or to legal persons carrying out an activity whose importance exceeds the thresholds mentioned in the last paragraph of Article L. 111-6. , when these persons have building work carried out on their behalf for a use other than housing.

The insurer has a maximum period of sixty days, running from the receipt of the declaration of the claim, to notify the insured of its decision as to the principle of bringing into play the guarantees provided for in the contract.

When it accepts the application of the guarantees provided for in the contract, the insurer presents, within a maximum period of ninety days, running from the receipt of the declaration of the loss, an offer of compensation, covering if necessary, of a provisional nature and intended for the payment of the repair work of the

damage. In the event of acceptance, by the insured, of the offer made to him, the payment of the indemnity by the insurer takes place within a period of fifteen days.

When the insurer does not respect one of the deadlines provided for in the two paragraphs above or proposes a manifestly insufficient offer of compensation, the insured may, after notifying the insurer, incur the necessary expenses for the repair damage. The compensation paid by the insurer is then automatically increased by interest equal to twice the legal interest rate.

In the event of exceptional difficulties due to the nature or the importance of the claim, the insurer may, at the same time as it notifies its agreement on the principle of bringing the cover into play, offer the insured the fixing of an additional deadline for the establishment of its offer of compensation. The proposal must be based exclusively on considerations of a technical nature and be substantiated.

The additional period provided for in the preceding paragraph is subject to the express acceptance of the insured and cannot exceed one hundred and thirty-five days.

The insurance mentioned in the first paragraph of this article takes effect after the expiry of the guarantee period for perfect completion referred to in article 1792-6 of the Civil Code. However, it guarantees the payment of necessary repairs when:

Prior to acceptance, after formal notice has remained unsuccessful, the work contract entered into with the contractor is terminated for non-performance by the latter of its obligations;

After receipt, after formal notice remained unsuccessful, the contractor did not perform his obligations.

Any insurance company approved under the conditions set by Article L. 321-1, even if it does not manage the risks governed by Articles L. 241-1 and L. 241-2 above, is authorized to bear the risks provided for in this article. »

.....

Article L. 243-2 : "Persons subject to the obligations provided for in Articles L. 241-1 to L. 242-1 of this code must be able to prove that they have met the said obligations.

The justifications provided for in the first paragraph, when they relate to the obligations provided for in Articles L. 241-1 and L. 241-2, take the form of insurance certificates attached to the quotes and invoices of the insured professionals. An order from the Minister responsible for the economy sets a model insurance certificate including minimum information.

When an act occurring before the expiry of the ten-year period provided for in Article 1792-4-1 of the Civil Code has the effect of transferring ownership or enjoyment of the property, regardless of the nature of the contract intended to confer these rights, with the exception, however, of rental leases, mention must be made in the body of the deed or in the appendix of the existence or absence of insurance mentioned in the first paragraph of this article. The insurance certificate mentioned in the second paragraph is attached thereto. »

Article L. 243-3: "Anyone who contravenes the provisions of Articles L. 241-1 to L. 242-1 of this code will be punished by imprisonment for six months and a fine of 75,000 euros or one of these two penalties only.

The provisions of the preceding paragraph do not apply to a natural person building a dwelling to occupy it himself or to have it occupied by his spouse, ascendants, descendants or those of his spouse. »

....

SUBSEQUENT INTERVENTION FILE ON THE STRUCTURE (DIUO)

In order to comply with the provisions of articles R. 4532-95 et seq. of the Labor Code, the PROMISING PARTY declares that the PROPERTY covered by these presents does not fall within the scope of articles L. 4531-1 et seq. of the said code. .

Indeed, its construction constituting a building or civil engineering operation undertaken by an individual for his personal use, that of his spouse or his ascendants or descendants, as follows from Article L. 4532-7 of the same code, the file referred to in article L. 4532-16 of the Labor Code does not have to be established.

The undersigned notary has informed the PROMISING PARTY of the provisions and penal sanctions resulting from articles L. 4744-2 to L. 4744-5 of the Labor Code, applicable in the event of breach of the aforementioned law.

CONCEPT OF DECENT HOUSING

In accordance with the provisions of decree no. 2002-120 of January 30, 2002 defining the criteria for decent housing intended for residential rental, decent housing must provide accommodation and cover, present no risk to health and the physical security of tenants and include in particular:

- a main room with a minimum area of 9 m², the height under ceiling is 2.20 m or having a habitable volume at least equal to 20 m³;
- bodyguards and railings, opening devices;
- sufficient ventilation allowing air renewal and evacuation of humidity;
- a drinking water supply;
- electricity and gas networks and connections, all to safety standards;
- heating and hot water production equipment;
- natural lighting for the main rooms opening onto the open air or onto a glazed volume giving onto the open air;
- a waste water disposal facility;
- a kitchen or a kitchen area, including a sink connected to the hot and cold water supply and to the waste water disposal, allowing the reception of a cooking appliance,
- sanitary facilities such as a WC separated from the main room, and a body wash equipment;
- doors and windows as well as walls and partitions facing the outside or unheated rooms with sufficient airtightness.

All in good working order for normal use of the accommodation.

PROPERTY CONTRACT

The PROMISING PARTY declares that there is no contract for billboards, billboards or signs; that no relay antenna has been installed on the PROPERTY that is the subject of these presents.

COMPLETE FILE OF RELATED TECHNICAL DIAGNOSTICS

IN THE STATE OF THE PROPERTY

In accordance with the provisions of Article L. 271-4 of the Construction and Housing Code, a technical diagnostic file, provided by the PROMISING PARTY is attached hereto.

In order to comply with the provisions of article R. 271-3 of the Construction and Housing Code, the diagnostician, namely the CABINET AGENDA

SAS, Le Pégase, 2, boulevard de la Liberation, 93284 SAINT-DENIS, has provided the PROMISING PARTY with the attached sworn statement certifying that it meets the conditions of competence, guarantee and insurance provided for in Article L. 271-6 of the aforementioned code and that it has the material and personnel resources necessary for its performance.

Due to the issuance of the various diagnoses reported below, and in addition to what is indicated in the paragraph "Charges and general conditions", the PROMISING PARTY is exempt from the corresponding hidden defects guarantee in accordance with the provisions of II of article L. 271-4 of the Construction and Housing Code.

The undersigned notary reminds the PROMISING PARTY that in the absence, when signing the authentic deed of sale, of valid findings, statements and diagnoses, he cannot be exempted from the guarantee.

STATEMENT OF RISK OF EXPOSURE TO LEAD

The PROMISOR declares:

- that the goods subject of this sale having been built before January 1, 1949 and being intended, in whole or in part, by the BENEFICIARY for residential use, fall within the scope of the regulations for the fight against lead poisoning.

The parties declare that the undersigned notary has fully informed them of the obligations imposed on the owners of built buildings, in terms of the fight against lead poisoning, by articles L.1334-1 to L.1334-12 and R.1334-1 to R.1334-13 of the Public Health Code.

a) Private portions: _____

To comply with the provisions of Article L. 1334-6 Public Health Code, in accordance with Article L. 1334-5 of said code, and according to the procedures provided for in Articles L. 271-4 to L. 271-6 of the Construction and Housing Code, the PROMISING PARTY has had CABINET AGENDA SAS, Le Pégase, 2, boulevard de la Liberation, 93284 SAINT-DENIS, establish, on April 28, 2021, a statement of risk of exposure to lead (CREP) showing a risk of exposure to lead for the occupants of the said building.

The author of the report immediately sent a copy of this document to the Regional Health Agency.

b) Common areas: _____

The PROMISING PARTY does not know whether the syndicate of co-owners has established the finding of the risk of exposure to lead for the common areas.

The BENEFICIARY will do his personal business without recourse against the PROMISING the presence of lead.

STATEMENT MENTIONING THE PRESENCE OR ABSENCE OF MATERIALS OR PRODUCTS CONTAINING ASBESTOS

The PROPERTY, subject of this deed, having been the subject of a building permit issued before July 1, 1997, falls within the scope of articles L. 1334-13 and R. 1334-29-7, 2° of the Public Health Code relating to the prevention of asbestos-related risks.

Private parts:

Consequently and in accordance with the provisions of Articles L. 1334-13 and R. 1334-15 of the Public Health Code, identification of the materials and products on lists A and B containing asbestos mentioned in appendix 13 -9 of the same code must be performed.

The statement mentioning the presence or not of construction materials and products containing asbestos consisting of the report identifying the materials and products of lists A and B containing asbestos, is attached hereto.

The author of this report provided the PROMISING PARTY with the certificate provided for in article R. 271-3 of the Construction and Housing Code, which is also attached.

From this statement drawn up by CABINET AGENDA SAS, Le Pégase, 2, boulevard de la Liberation, 93284 SAINT-DENIS, on April 28, 2021, it follows that no material or product containing asbestos is present in the rooms. of the building.

Finally, the undersigned notary has drawn the BENEFICIARY's attention to the fact that he must communicate the "asbestos file - private parts" and/or the "technical asbestos file" to any natural or legal person called upon to organize or carry out work in the built building, in accordance with article R. 1334-29-5 of the Public Health Code.

Common parts :

The PROMISING PARTY declares that a Certificate of non-presence of asbestos has been issued by Cabinet LELIEVRE IMMOBILIER – CPCI, 61, boulevard de Vaugirard, 75015 PARIS, trustee of the building, which certificate remains attached hereto.

It follows from the said Certificate that no materials and products have been identified containing asbestos.

The PROMISING PARTY further declares that the summary sheet mentioned in article R. 1334-29-5 of the Public Health Code, nor the "asbestos technical file" in accordance with the provisions of article R. 1334-29-5 of the same Code, have been established by the syndic of co-ownership.

THE BENEFICIARY acknowledges being well informed of the situation and declares want to make it personal.

**STATUS RELATING TO THE INTERNAL INSTALLATION
OF ELECTRICITY**

The PROMISING PARTY declares that the PROPERTY subject of these presents depends on a building for residential use comprising an interior electricity installation carried out more than fifteen years ago.

Therefore, it falls within the scope of the regulations on the safety of interior electrical installations.

The parties declare that they are fully aware of the provisions of Article L. 134-7 of the Construction and Housing Code which provides for the owner the obligation to produce during any sale a statement of this installation in order to assess the risks that could compromise the safety of people; this statement must have been established for less than three years (L. 271-5 and D. 271-5 of the Construction and Housing Code).

The PROMISING PARTY has had a report drawn up on the interior electricity installation by CABINET AGENDA SAS, Le Pégase, 2, boulevard de la Liberation, 93284

SAINT-DENIS person meeting the conditions of article L. 271-6 of the said code, on April 28, 2021.

It was drawn up in accordance with the provisions of article R. 134-11 of the Construction and Housing Code.

From this state it follows that the installation has several anomalies.

The BENEFICIARY acknowledges being well informed of the existence and nature of said anomalies.

The BENEFICIARY also declares to be informed of the risks incurred and want to make it their personal business to restore the installation.

STATUS RELATING TO THE INTERNAL GAS INSTALLATION

THE PROMISING PARTY declares that the PROPERTY covered by these presents does not include any internal gas installation. Consequently, there is no need to produce the statement referred to in Article L. 134-9 of the Construction and Housing Code.

ENERGY PERFORMANCE DIAGNOSTIC

The PROPERTY covered by these presents falls within the scope of the energy performance diagnosis referred to in Article L. 126-26 of the Construction and Housing Code.

Consequently, in accordance with Article L. 126-28 of the French Construction Code and the dwelling, is/are annexed hereto:

- an energy performance diagnosis for housing carried out by CABINET AGENDA SAS, Le Pégase, 2, boulevard de la Liberation, 93284 SAINT DENIS, on April 28, 2021, this is valid until December 31, 2024

in accordance with the provisions of article D. 126-19 of the same code.

This results in the following:

Energy consumption: **309 kwhep/m².year (class E).**

Greenhouse gas emissions: **10 kgeqco2/m².year (class B).**

This diagnosis is not accompanied by recommendations intended to improve this performance.

The undersigned notary has warned the parties of the consequences:

- the use of an DPE established before July 1, 2021, which is merely informative. - the reform of the energy performance diagnosis which came into force on July 1, 2021.

This reform having on the one hand modified its method of calculation which could lead to the forfeiture of the property in a lower class and on the other hand consecrated the opposability of the DPE.

The BENEFICIARY acknowledges having been informed by the undersigned notary that if the forfeiture of the property in class F or G were to occur following the establishment of a new DPE, this new classification would have the following consequences: - A ban on renting out from January

1, 2028, unless the work recommended in the recommendations contained in the new DPE has been carried out and has made it possible to achieve a more efficient energy class or equal to class E, without increasing the quantity of gas emissions to greenhouse effect linked to

estimated annual amount of energy.

- A ban on increasing rents in the context of a new rental or a renewal of a lease, if the PROPERTY is located in a "tight zone" and the primary energy consumption of the accommodation is greater than 331 kWh per meter

square and per year, in accordance with the provisions of decree no. 2020-1818 of December 30, 2020.

- To no longer allow housing to meet the conditions of decency given a primary energy consumption of more than 450 kWh per square meter and per year, (article 3 bis of decree no. 2002-120 of January 30, 2002).

The parties have thus been informed of the possibility of redoing a diagnosis with regard to the new regulations and declare that they maintain their desire to refer to the ECD carried out before the said reform, despite the explanations and warnings given.

The PROMISING PARTY declares that since the establishment of this diagnosis, no modification of the PROPERTY subject of these presents likely to affect the validity of this diagnosis has, to its knowledge, occurred.

STATUS RELATING TO THE PRESENCE OF TERMITES

The PROPERTY subject of these presents is not included to date in an area contaminated or likely to be contaminated by termites within the meaning of the first paragraph of Article L. 131-3 of the Construction and Housing Code .

The PROMISOR declares that he has no knowledge of the presence of such insects in the building, to date or in the past.

The PROMISING PARTY further declares that information taken from the trustee, it appears that he was also not aware of the presence of termites or other xylophagous insects in the common parts of the building.

STATUS RELATING TO THE PRESENCE OF BLACKROBE

The PROPERTY that is the subject of these presents is not included in an area where there is a risk of dry rot provided for in the second paragraph of article L. 131-3 of the Construction and Housing Code.

The PROMISING PARTY declares that he was not aware of the presence of dry rot, to date or in the past.

The PROMISING PARTY further declares that information taken from the syndicate of co-owners, it appears that the latter was also not aware of the presence of dry rot in the common areas of the building.

It is specified here that if a prefectural decree declares the location area of the PROPERTY subject of these presents as being likely to be contaminated by dry rot before the date of signature of the authentic deed, the PROMISING PARTY will be required to report prior to the signature of the authentic deed, information not revealing the presence of any dry rot in the PROPERTY subject of these presents.

STATE OF RISKS AND POLLUTION

The PROPERTY subject of these presents is located:

- in a municipality covered by a plan for the prevention of foreseeable natural risks prescribed or approved;
- in a municipality covered by a technological risk prevention plan;
- in a municipality covered by a mining risk prevention plan;
- in a seismic zone defined by decree in Council of State;

Consequently, a statement of risks dating from less than six months ago was drawn up based on the information made available by the prefect of the PROPERTY's situation department.

This statement accompanied by extracts from documents and files, allowing the location of the PROPERTY subject of these presents with regard to the risks incurred, is attached hereto. This results in:

CONCERNING NATURAL RISKS:

- that the PROPERTY is located within the perimeter of a prescribed natural risk prevention plan concerning the risks of landslides. - that it is not the subject of work prescriptions.

CONCERNING MINING RISKS:

- that the PROPERTY is not located within the scope of a mining risk prevention plan.

CONCERNING TECHNOLOGICAL RISKS:

- that the PROPERTY is not located within the scope of a technological risk prevention plan.

CONCERNING EARTHQUAKE RISKS:

- that the PROPERTY is located in a municipality subject to seismic risk, classified in zone 1 (Zone of very low seismicity) in accordance with the provisions of article R. 563-4 of the Environmental Code.

CONCERNING NATURAL, MINING OR TECHNOLOGICAL DISASTERS:

For information, it is indicated that the town has been the subject of various decrees recognizing the state of natural disaster.

**STATE OF RISKS AND POLLUTION - OBLIGATION
PROMISING INFORMATION**

The undersigned notary specifies that it is up to the PROMISING PARTICIPANT in accordance with the provisions of article L 125-5 of the Environmental Code to check prior to the final sale that the attached risk and pollution report (ERP) is up to date with that of the preliminary contract under penalty of to incur rescission of the sale.

This control is carried out by consulting the collection of administrative acts as recommended by the 3rd civil chamber of the Court of Cassation, in its judgment of September 19, 2019.

STATEMENT RELATING TO SANITATION FACILITIES

The PROPERTY covered by this deed is located in a collective sanitation area, served by a public wastewater collection network and subject to the connection obligation provided for in Article L. 1331-1 of the Public Health Code. In this respect, the PROMISING PARTY declares that the PROPERTY is effectively connected to said network for the evacuation of all the waste water it generates.

The PROMISING PARTY declares that it cannot justify any verification of this connection by the competent services, but that to its knowledge, it complies with the requirements imposed in this area.

The BENEFICIARY, fully informed of this situation and its consequences, nevertheless declares that it wants to do its own thing, without recourse against the PROMISING PARTY.

REGULATIONS RELATING TO SMOKE DETECTORS

STANDARDIZED

The undersigned notary recalls that since January 1, 2016, all residential premises must be equipped with at least one standardized smoke detector, installed and maintained under the conditions provided for by Articles R. 142-2 to 142-5 of the Code of Construction and Housing.

The PROMISING PARTY declares that the PROPERTY is currently equipped with a smoke detector in accordance with the standard defined by article R 142-2 of the Construction and Housing Code.

The BENEFICIARY acknowledges having been informed by the notary that the obligation to equip the dwelling is incumbent on the owner of the accommodation by virtue of the aforementioned texts and in particular of the conformity of the installation with the standards in force.

ENVIRONMENTAL SITUATION

DATABASE CONSULTATION

ENVIRONMENTAL

The following databases were searched:

- the database of polluted or potentially polluted sites and soils calling for action by public authorities, whether preventive or curative (BASOL);
- the GEORISQUES database;
- the database of classified installations subject to declaration, authorization or registration by the Ministry of Ecological and Inclusive Transition.

A copy of the results of these consultations is attached.

FACILITY INFORMATION

BUILDING ENVIRONMENTAL

The PROMISING PARTY and THE BENEFICIARY declare that they are fully aware of the provisions of Articles L. 512-18, L. 514-20 and L. 125-7 of the Environmental Code.

In this regard, the PROMISING PARTY declares that it has always complied with the applicable regulations regarding the protection of the environment and public health.

He further declares that to his knowledge:

- any installation subject to authorization or registration or simple declaration under the regulations on installations classified for the protection of the environment or activity falling within the scope of articles L. 511-1 and following of the Environmental Code has been exploited on the PROPERTY subject of these presents;
- no activity likely to present dangers or inconveniences for health or the environment has been carried out on the PROPERTY;
- no activity has been carried out in the PROPERTY resulting in the handling or storage of chemical or radioactive substances;
- it has never been exercised, in the PROPERTY in question, of activities involving dangers or inconveniences for the health of the environment;
- there has been no incident or accident in the PROPERTY presenting a danger to health, public sanitation, civil security or the drinking water supply of the population provided for in Articles L. 211-1 and of the Environmental Code;
- the land does not have a pyralene transformer;
- he has not received any administrative injunction on the basis of articles L. 511-1 and following of the Environmental Code, in its capacity as "holder";

- there is no waste considered as abandoned within the meaning of Article L. 541-3 of the Environmental Code.

MORTGAGE SITUATION

If on the day of the sale there are one or more registered mortgage creditors, the PROMISING PARTY shall undertake:

- to pay all sums that may be due to them in principal, interest, fees and accessories;
 - to have any act of release of any registrations drawn up at its own expense;
 - to bring back at his own expense any certificate of cancellation necessary;
 - to justify to the BENEFICIARY the completion of these various formalities.
- No non-formal mortgage statement has been issued to date.

CONDITIONS RELATING TO THE STATE OF CO-OWNERSHIP

CONDOMINIUM STATUS

The sale will be granted subject to all charges and conditions, both general and particular resulting from the co-ownership regulations and any amendments thereto.

The BENEFICIARY will be subrogated, actively and passively, in all the rights and obligations resulting both for his benefit and at his expense, from the stipulations of the said co-ownership regulations and any amendments thereto, he will make it his personal business and will execute them in such a way that No recourse can be exercised against the PROMISING PARTY by anyone.

The PROMISOR declares:

- that to its knowledge the lot subject of these presents has not been the subject of work affecting the exterior appearance of the building, or the common parts, not authorized by the assembly of co-owners;
- that it has not been irregularly modified in particular by an annexation of part common;
- that the current allocation of the lot is that contained in the co-ownership regulations.

TRUSTEE

The PROMISING PARTY informs the BENEFICIARY that the trustee is currently:
LELIEVRE IMMOBILIER – CPI

61 boulevard de Vaugirard
PARIS (75015).

It was issued by the trustee, on August 13, 2021, a dated pre-statement, attached hereto.

DISTRIBUTION OF CO-OWNERSHIP CHARGES

REMINDER OF REGULATORY PROVISIONS

The parties are reminded that the distribution of co-ownership charges between the PROMISING and the BENEFICIARY, in accordance with the provisions of Article 6-2 of Decree No. 67-223 of March 17, 1967, will be as follows:

- 1° The payment of the provision due from the provisional budget, pursuant to the third paragraph of article 14-1 of law 65-557 of July 10, 1965, will be the responsibility of the PROMISING;

- 2° The payment of provisions for expenses not included in the estimated budget will be the responsibility of the PROMISING PARTICIPANT or the BENEFICIARY, who will be co-owner at the time of payment;

- 3° The overpayment or underpayment on provisions, revealed by the approval of the accounts, will be credited or debited from the account of the person who will be co-owner when the accounts are approved.

The parties may, however, agree on a different distribution, but their agreement will only have effect between them and cannot be enforced against the syndicate of co-owners.

The PROMISOR and the BENEFICIARY declare that they wish to derogate from the legal rules on the following points:

REIMBURSEMENT OF THE PRORATE OF BUDGET CHARGE

FORECAST

It is agreed between the parties that the PROMISOR will bear the expenses included in the estimated budget until the day of entry into possession by the BENEFICIARY and will pay the current term to the trustee.

The BENEFICIARY undertakes to reimburse the PROMISING PARTY on a pro rata basis charges to run between the day of entry into possession and the current term.

ON EXPENDITURE NOT INCLUDED IN THE BUDGET

FORECAST

The PROMISING PARTY will bear the cost of the co-ownership works voted on prior to these presents, whether or not these works have been carried out or are in progress and whether the amount is due or not. The BENEFICIARY alone will bear the work that may be decided upon from the signing of these presents, once the PROMISING PARTICIPANT has put the BENEFICIARY in a position to attend the meeting that decided on the said work by sending him, eight (8) days in advance, in writing and by registered paper or electronic letter with acknowledgment of receipt, a copy of the notice of meeting with any appendices, the agenda for this meeting.

STOP ACCOUNTS - OVER OR LESS COLLECTED

At the end of the current accounting year, the accounts will be sent to the person who will actually be co-owner on this date and who will find on his account all the charges for the year and the provisions paid by the PROMISING PARTY and possibly by himself. same.

The parties agree that the positive or negative account balance will then be the BENEFICIARY's profit or loss.

With regard to financial years prior to the one during which the reiteration of these presents will take place, the debit balance will cause the PROMISING PARTY to lose exclusively, the latter agreeing to reimburse the BENEFICIARY at the latter's first request, the sums that would be claimed in this respect.

The BENEFICIARY also undertakes to reimburse the PROMISING PARTICIPANT for the credit balance that may remain from previous years.

SETTLEMENT PRINCIPLES

The PROMISING PARTY will pay the trustee by deduction from the sale price:

- all of the provisions payable, whether these correspond to the provisional budget or to expenses not included in the provisional budget, unless they have been contractually charged to the BENEFICIARY.

- any arrears of provisions or advances on these same charges payable prior to the day of the authentic deed of sale;

- and more generally any amount that has become payable with regard to the syndicate of co-owners as a result of the sale and in particular the debit balance of the statements of account for the financial years prior to that of the sale;

- without omitting the transfer fees incumbent on the PROMISING PARTY as these will be indicated in the dated statement which will be issued by the syndic prior to the authentic deed of sale.

On the day of signing the authentic deed of sale, the BENEFICIARY will reimburse the PROMISING PARTY the pro rata of the expenses of the provisional budget for the current term, the payment of which has been requested in full by the trustee from the PROMISING PARTY.

The BENEFICIARY will bear:

- the provisional budget provisions due after the sale as well as all provisions not included in the provisional budget due after the sale;

- will reimburse to the PROMISING PARTY, as stated above, the pro rata of the expenses of the provisional budget for the current term and also the positive balance of the account statements for the financial years prior to that of the sale;

- and more generally any amount that will become due to the syndicate of co-owners after the sale.

The BENEFICIARY will be personally responsible for any increase in the estimated and non-estimated budgets, without recourse against the PROMISING PARTY, and will honor, alone, the requests of the trustee in this regard.

WORKING FUND AND RESERVE FUND

The BENEFICIARY will reimburse to the PROMISING PARTY, on the day of the sale, the amount of his share in the working capital, if any, according to the methods which will be specified by the trustee in the dated statement that he will be required to deliver prior to signing it.

The same will apply to any provision paid by the PROMISING PARTY and recorded in its books by the trustee and in particular the reserve fund (for work, lawsuits, acquisitions, etc.) as provided for in particular by article 35, 4° of the decree of March 17, 1967.

The PROMISING PARTY declares that there is a works fund established to ensure the maintenance in good condition of the common parts of the building on which the PROPERTY depends.

The undersigned notary recalls that in accordance with article 14-2 of the law of July 10, 1965 establishing the status of co-ownership of built buildings, the sums paid under the work fund are attached to the lots and do not give rise to a reimbursement by the syndicate of co-owners on the occasion of the transfer of a lot.

Perfectly informed of these provisions, the parties have agreed between themselves that the BENEFICIARY will reimburse the amount of the work fund attached to the PROPERTY, that is the sum of FIFTY EUROS AND FOURTEEN CENTIMES (€50.14), on the day of the sale to the PROMISING PARTICIPANT. They acknowledge that this agreement is not binding on the syndicate of co-owners.

TRIAL IN PROGRESS

ABSENCE OF TRIAL INVOLVING THE PROMISING PARTY

The PROMISOR declares that, to his knowledge, no proceedings have been initiated or are about to be instituted against him at the request of the co-owners or a third party, and that he has not himself brought proceedings against him. against a co-owner or a third party.

TRIAL INVOLVING THE SYNDICATE OF CO-OWNERS

The PROMISOR declares that a procedure involving the union is currently pending before the competent court for the following reasons: Recovery of charges.

If this procedure involving the syndicate of co-owners and co-owners is still in progress on the day of the signing of the authentic deed of sale, the BENEFICIARY will be subrogated in all the rights and obligations of the PROMISING PARTY at the end of this procedure.

The PROMISOR and the BENEFICIARY agree to the following about the trial:

1° All the future consequences concerning the trial, whether they give rise to a debt (calls for funds for the continuation of the proceedings, loss of the trial, etc.) or to a debt (winning of the trial, reimbursement of procedural costs by the defaulting adversary, etc. will result in the loss or profit of the BENEFICIARY.

The latter will be subrogated in all the rights and obligations of the PROMISOR, with regard to this procedure.

2° All the calls for funds already made for the continuation of this process will remain as vested rights to the syndicate, the PROMISING PARTY cannot invoke any right to their reimbursement.

INFORMATION ON THE LEGAL AND FINANCIAL SITUATION CO-OWNERSHIP

The PROMISING PARTY has provided the BENEFICIARY, in the forms and conditions provided for by article L. 721-2 of the Construction Code, the following documents:

DOCUMENTS RELATING TO THE ORGANIZATION OF THE BUILDING:

- the summary sheet of the co-ownership provided for in article 8-2 of law n° 65-557 of July 10, 1965 fixing the statute of the joint ownership of the built buildings;
- the rules of co-ownership and the descriptive state of division and their possible amendments published, established as stated above;
- the minutes of the general meetings of the last three years;

FINANCIAL INFORMATIONS :

- the amount of current expenses of the provisional budget and expenses outside the provisional budget paid by the selling co-owner for the two accounting years preceding the sale;
- the amount of sums likely to be due to the syndicate of co-owners by the BENEFICIARY;
- the overall state of unpaid charges within the syndicate and of the debt vis-à-vis screw suppliers;

- the syndicate of co-owners with a works fund, the amount of the part of the works fund attached to the main lot sold and the amount of the last contribution to the fund paid by the selling co-owner in respect of his lot.

All of these documents are up to date with the information submitted to the last annual general meeting responsible for approving the accounts.

OTHER DOCUMENTS SUBMITTED:

- building maintenance log drawn up by the trustee;

It being specified here that the production of the information notice relating to the rights and obligations of the co-owners as well as to the functioning of the bodies of the syndicate of co-ownership is not required to date for lack of publication of the implementing decree.

The BENEFICIARY acknowledges that these documents were provided to him prior to this day.

INFORMATION FROM THE TRUSTEE ON THE FUTURE PURCHASER

The parties are informed of the provisions of article 20 II of the law of July 10, 1965, literally reported below:

"II.- Prior to the establishment of the authentic deed of sale of a lot or part of a lot, where applicable after the holder of the right of first refusal established pursuant to the last paragraph of Article L 211-4 of the town planning code has waived the exercise of this right, the notary notifies the syndic of the co-ownership of the name of the candidate purchaser or the name of the corporate officers and partners of the civil real estate company or the general partnership acquiring the property, as well as the names of their spouses or partners bound by a civil solidarity pact.

Within one month, the trustee delivers to the notary a certificate dated less than one month attesting: 1° Either that the purchaser or the corporate officers and the partners of the acquiring company, their spouses or related partners to them by a civil solidarity pact are not co-owners of the building concerned by the transfer;

2° Either, if one of these persons is co-owner of the building concerned by the transfer, that it has not been the subject of a formal notice to pay from the trustee remained unsuccessful for more than forty-five days.

If the co-owner is not up to date with his charges within the meaning of 2° of this II, the notary notifies the parties of the impossibility of concluding the sale.

In the event that a preliminary sales contract has been signed prior to the authentic deed of sale, the purchaser or the corporate officers and associates of the acquiring company, their spouses or partners bound to them by a pact civil solidarity, whose names have been notified by the notary, have a period of thirty days from this notification to pay their debt vis-à-vis the syndicate. If no certificate attesting to the payment of the charges is produced at the end of this period, the preliminary contract is deemed null and void at the fault of the purchaser. »

The BENEFICIARY already specifies that neither he himself, nor one of his corporate officers or associates, nor their spouses or partners are already co-owners of the building;

Moreover, in order to allow the receipt of the authentic deed of sale as soon as possible, and duly informed that the law provides that the questioning of the syndic on the future buyer must be made by the notary after the purge of the right of preemption urban, which in the event of pre-emption means that the identity of the beneficiary is not revealed to the trustee, both the PROMISING PARTY and the BENEFICIARY authorize the notary to proceed with the notification provided for in article 20-II of the law of July 10 1965 even before the urban right of first refusal was served.

RELEASE OF FUNDS

The PROMISING PARTY is informed of the provisions of article 20 I of the law of July 10, 1965, which stipulates:

When transferring a lot for valuable consideration, if the seller has not presented to the notary a certificate from the trustee less than one month old, attesting that he is free of any obligation with regard to the syndicate co-owners, the notary notifies a notice of transfer to the trustee within fifteen days from the date of transfer ownership and retains the amount of the sale price.

The syndic can then, within fifteen days, form, by extrajudicial act, opposition to the payment of the sale price held by the notary. This opposition must contain election of domicile within the jurisdiction of the judicial court of the situation of the building and, on pain of nullity, state the amount and the causes of the claim. The notary then keeps on the sale price, the amount of the sums stated in the opposition.

In this case, the PROMISING PARTY who has become a seller has three options:

- either he orders the notary to pay the trustee all the sums claimed,
- either he finds an agreement with the trustee on the amount of the sums remaining due and he justifies it with the notary,
- or he can challenge, by means of a legal action, the amount of the sums claimed by the trustee.

Indeed, in the absence of a formalized agreement within three months after the constitution by the syndic of the regular opposition, the notary must pay the sums withheld to the syndicate, unless the opposition is challenged before the courts by one of the parties. . The effects of the opposition being limited to the amount thus stated.

NATIONAL HOUSING AGENCY

The PROMISING PARTY declares that it has not entered into an agreement with the National Housing Agency for repair and improvement work on the PROPERTY covered by these presents.

METHODS OF REALIZATION OF THE PROMISE OF SALE

TIME LIMIT

The promise to sell is granted for a period **expiring on December 3, 2021 at 6:00 p.m., subject to the causes of extension set out herein.**

However, if, on this date, the various documents necessary for the regularization of the deed were not yet brought to the attention of the notary responsible for drafting it, the deadline for completion would be automatically extended to eight calendar days following the date on which the notary will receive the last of the essential documents, possibly increased by the time necessary to purge the right of withdrawal or reflection provided for in article L. 271-1 of the Construction and Housing Code, without this extension may exceed December 20, 2021.

If, at the end of the above period, the notary responsible for receiving the authentic deed of sale has not received the exercise of the option by the BENEFICIARY, this promise will lapse, without the PROMISING PARTY being bound to issue a formal notice, or be obliged to complete any legal formality.

In order to provide the parties with perfect information, it is specified that the preliminary contract must be authentic under penalty of nullity if it is consented to by a natural person and if its total duration, with or without any extension, exceeds 18 months.

This nullity is relative; it is the consideration for the unavailability of the property of the PROMISING for a long time and therefore only he can invoke it.

In this case and there again under penalty of nullity, an immobilization indemnity of a minimum amount of 5% of the sale price must be the subject of a payment or a deposit in the hands of the notary.

APPLICATION OF THE PROVISIONS OF ARTICLE 1124 OF THE CODE

CIVIL

The parties intend to expressly submit this unilateral promise of sale to the provisions of paragraph 2 of article 1124 of the Civil Code which provides:

“The revocation of the promise during the time left to the beneficiary to opt does not prevent the formation of the promised contract. »

Consequently, in the event that the PROMISING PARTY intends to unilaterally terminate this promise before the BENEFICIARY has exercised its option, it exposes itself to the forced execution of the contract provided for below.

Indeed, the PROMISING PARTY has definitively consented to the sale and is already liable for the obligation to transfer the property to the BENEFICIARY under the conditions hereof. The PROMISING PARTICIPANT is therefore prohibited, throughout the duration of this promise, from conferring any real right or any charge whatsoever on the PROPERTY, from granting any lease, rental or extension of lease, as well as from not making any change thereto by compared to the current state, except with the consent of the BENEFICIARY, and generally undertakes to manage them reasonably.

Consequently, any unilateral withdrawal by the PROMISING PARTY, before the option is exercised by the BENEFICIARY, will be automatically ineffective and the BENEFICIARY may still validly decide to exercise the option before the expiry of the period agreed above.

The PROMISING PARTY may not avail himself of the provisions of article 1590 of the Civil Code by offering to return double the amount, if any, paid as compensation for immobilization.

TERMS OF REALIZATION: EXERCISE OF OPTION

The authentic deed recording the completion of the sale will be received by Maître Appolinaire POSSOUKPE, the undersigned notary, chosen by mutual agreement by the parties.

The promise will be fulfilled as follows:

1/ or by signing the authentic deed confirming the definitive nature of the sale.

_____ This signature must be accompanied by the payment by transfer between the hands of the notary, of an amount corresponding to:

- the provision for the costs of the deed of sale and any loan;
- any intermediary commission;
- at the stipulated price payable in cash, after deduction of the immobilisation indemnity paid in execution hereof;
- and in general for all accounts and pro rata.

2/ or by the manifestation by the BENEFICIARY of his desire to carry out the sale within the time limit set.

This must be done by bailiff's writ, registered letter with acknowledgment of receipt or writing delivered against receipt, all with the notary responsible for receiving the authentic deed of sale.

To be valid, this exercise of option must be accompanied by:

- the payment by bank transfer to the notary, of the entirety of his personal contribution referred to herein;
- a copy of the loan offers issued and accepted in accordance with the law.

In this case, the sale will be reiterated by authentic deed at the request of the most diligent party, at the latest within fifteen (15) days following the date of exercise of the option above.

After this period and if one or the other of the parties does not want to reiterate the sale by authentic deed, fifteen days after a formal notice sent by extrajudicial document, it will be drawn up at the request of the most diligent party a lawsuit. verbal acknowledgment of the default or refusal of the other party.

The party to whom the commitment has not been executed will have the choice either to force the execution of the contract by legal means or to request its resolution, all of which may be supplemented by damages.

The parties expressly agree to exclude the other penalties for non-performance provided for in article 1217 of the Civil Code.

If the refusal or default comes from the PROMISING PARTY, the sums thus paid by the BENEFICIARY for the exercise of the option will then be returned to him, less a sum equivalent to the amount of the immobilization indemnity stipulated herein which will remain between the hands of the third party custodian.

The transfer of ownership is postponed to the day of the observation of the sale in the authentic form and the payment of the price, the costs, the additional indemnities, and any intermediary commission, even if the exchange of consent necessary to the formation of the agreement is prior to the sale.

DEFICIENCY

DEFICIENCY OF THE PROMISING

Once all the conditions precedent provided for herein have been fulfilled, in the event of refusal by the PROMISING PARTY to carry out the sale by notarial deed after the BENEFICIARY has exercised its option, the latter will have the choice either to force the performance of the contract by court or to ask for its resolution, all of which may be supplemented by damages.

The parties expressly agree to exclude the other penalties for non-performance provided for in article 1217 of the Civil Code.

DEFICIENCY OF THE BENEFICIARY

Once all the conditions precedent provided for herein have been fulfilled, if the BENEFICIARY does not exercise the option within the above period, possibly increased by the thirty days of extension, he will be automatically deprived of the benefit of this promise in accordance with the provisions of article 1117 paragraph 1 of the Civil Code, without the need for formal notice from the PROMISING PARTY.

The latter may then freely dispose of the PROPERTY notwithstanding any subsequent manifestations of the will to acquire expressed by the BENEFICIARY.

LOCKDOWN BENEFIT

PAYMENT

In consideration of the promise and the temporary unavailability of the resulting PROPERTY for the PROMISING PARTY, the parties agree to set the amount of the immobilisation indemnity at the sum of FIFTEEN THOUSAND NINE HUNDRED EUROS (€15,900.00).

The BENEFICIARY will deposit by means of a bank transfer and no later than September 28, 2021, in the accounts of Maître Appolinaire POSSOUKPE, the undersigned notary, the sum of SEVEN THOUSAND NINE HUNDRED AND FIFTY EUROS (€7,950.00).

It is specified here that, in the event that the transfer is not effective on the date set above, this promise to sell will be considered null and void, if the PROMISING PARTY sees fit, and the BENEFICIARY will be deprived of the right to request the fulfillment of these.

The balance of the immobilisation indemnity, i.e. the sum of SEVEN THOUSAND NINE HUNDRED AND FIFTY EUROS (€7,950.00) must be paid by the BENEFICIARY to the PROMISING PARTY at the latest within 10 days of the expiry of the period of validity. of the promise of sale, if the BENEFICIARY refuses to regularize it when all the conditions precedent have been fulfilled, that is to say in the absence of exercise of the option hereunder under the conditions stipulated herein.

NATURE OF THIS PAYMENT

This immobilization indemnity does not constitute a deposit, but the fixed price of the unavailability of the PROPERTY subject hereof. Consequently, the PROMISING PARTY waives its right to avail itself of the provisions of article 1590 of the Civil Code.

FATE OF THIS PAYMENT

The amount paid above will not bear interest.

It will be paid to the PROMISING PARTY or the BENEFICIARY according to the following assumptions:

a) in the event of realization of the promised sale, it will be deducted from the price and will therefore return in full to the PROMISING PARTY who has become the seller.

b) in the event of non-completion of the promised sale according to the methods and deadlines provided for in this deed, the sum paid above will remain acquired by the PROMISING PARTY as lump sum compensation for the immobilization in his hands of the PROPERTY forming the object of this promise of sale during the term thereof.

Observation being made here that the entirety of this sum will remain acquired by the PROMISING PARTY even if the BENEFICIARY makes known its decision not to acquire before the expiry date of the option period.

Under no circumstances will this sum be subject to a *prorata temporis* distribution. insofar as its amount has not been fixed in consideration of the duration of the immobilization.

c) however, in this same hypothesis of non-completion of the promised sale, the sum paid above will be fully returned to the BENEFICIARY if he avails himself of one of the following cases:

* if at least one of the suspensive conditions stipulated herein were to fail according to the methods and deadlines provided for in this deed;

* if the pledged goods turn out to be the subject of easements (regardless of their origin) or administrative measures likely to depreciate their value or render them unsuitable for their use;

* if the pledged goods turn out to be encumbered with privileges, mortgages, antichreses or seizures declared or not herein and the release of which cannot be obtained amicably during the signing of the deed of sale by means of the funds from the price;

* if the goods sold were to be the subject of a rental or occupation not declared herein;

* if the PROMISING PARTICIPANT had not communicated his title deed and did not justify a thirty-year and regular origin of ownership;

* in the event of breach by the PROMISOR or the previous owners of an administrative or legal obligation relating to the promised goods;

* if the PROMISING PARTICIPANT lacks capacity, authorizations or the powers necessary for the amicable sale;

* and finally if the failure to carry out the promised sale was solely attributable to the PROMISING PARTY.

HELD CAPTIVE

1. Appointment of a common agent as receiver

By agreement between the parties, the sum will be assigned as collateral by the PROMISING to the security of its eventual return to the BENEFICIARY.

To ensure the effect of this security, the sum pledged will be paid upon receipt to the accounts of Maître Appolinaire POSSOUKPE, the undersigned notary who is appointed sequestrator under the terms of the common law of article 1956 and the following of the Civil Code.

The parties agree that the sequestered indemnity will not bear interest.

2. Mission of the receiver

The sequestrator, common agent of the parties, will retain the sum paid above to return it to whom it will belong - PROMISING or BENEFICIARY - as agreed above.

However, in accordance with the provisions of article 1960 of the Civil Code, the sequestrator may only make the payment provided for with the agreement of the parties or by virtue of a judicial decision that has become enforceable. Until that date, said sum will remain unavailable in the hands of the receiver alone.

3. Difficulties between the parties

In case of difficulty between the parties on the fate of the immobilization compensation, it will be up to the most diligent of them to go to court so that a ruling is made on the fate of the sum held by the receiver.

The party who raises a difficulty judged to be unfounded may be condemned towards the other party to interest on late payment, damages and interest and reimbursement of his legal costs.

The receiver is now authorized by the parties to deposit the indemnity immobilization at the deposit and consignment fund in the event of difficulties.

4. Discharge

The sequestrator will be automatically discharged from his mission by the remittance of the funds under the conditions indicated above.

5. Acceptance of his mission by the receiver

The above-named receiver will accept the mission entrusted to him under the terms stipulated herein by the collection of the funds.

CLAIM DURING THE VALIDITY OF THE CONTRACT

If a claim by fire, water damage or natural hazards strikes the PROPERTY sold during the period of validity hereof, rendering it uninhabitable or unsuitable for its intended purpose or use, the BENEFICIARY would have the option:

- either to purely and simply renounce the sale;
- either to continue its acquisition and to be allocated all of the insurance or other indemnities to be received on a flat-rate and definitive basis, or even to carry out the necessary work itself.

To this end, the PROMISING PARTY undertakes to subrogate the BENEFICIARY in all of its rights under the insurance policy covering the building.

DEATH-DISSOLUTION

In the event of the death or incapacity of the PROMISING PARTY or of one of them if there are several of them, at any time of this promise and before its reiteration by notarial deed, the heirs, assigns or legal representatives with the possible survivor will be required to execute the agreement, and this by way of derogation from the provisions of article 1117 of the Civil Code.

This event must be notified to the BENEFICIARY within a "reasonable time".

If the occurrence of death or incapacity leads to a substantial extension of the time for completion of this sale, the BENEFICIARY shall have the option of withdrawing unilaterally from this promise within fifteen days from the time he became aware of the death or incapacity. In this case, the immobilization indemnity will be returned to him in full.

In the event of the death of the BENEFICIARY, or of one of them if there are several of them, all the parties will be legally disengaged from this contract, and the immobilisation indemnity will be returned to the BENEFICIARY or to his beneficiaries, if the interested parties have not expressed to the undersigned notary the intention of maintaining the benefit of this agreement for their benefit, within thirty days of the death.

COSTS

The BENEFICIARY will pay all costs, fees and emoluments of the present and those which will be the result or the consequence in accordance with the provisions of article 1593 of the Civil Code.

As a provision on costs, the BENEFICIARY pays today into the accounts of the undersigned notary, a sum of FIVE HUNDRED EUROS (€500.00).

In the event of non-regularization of the authentic deed of sale for any reason whatsoever, this sum will be acquired by the undersigned notary, both for the costs hereof and for the disbursements incurred and the prior formalities undertaken when requesting documents.

In the event of regularization of the authentic deed of sale for any reason whatsoever, this sum will constitute a deposit on the costs of the authentic deed, the amount of which is indicated herein on a provisional basis, after deduction of the costs relating thereto.

DUTY OF INFORMATION

It results from article 1112-1 of the Civil Code hereinafter literally reported:

"The party who is aware of information whose importance is decisive for the consent of the other party must inform him of it when,

legitimately, the latter ignores this information or trusts his contracting party.

"Nevertheless, this duty of information does not relate to the estimation of the value of the service.

"Information which has a direct and necessary link with the content of the contract or the quality of the parties is of decisive importance.

"It is incumbent on the person who claims that information was owed to him to prove that the other party owed it to him, on the responsibility of that other party to prove that he provided it.

"The parties can neither limit nor exclude this duty.

"In addition to the responsibility of the person who was bound by it, failure to comply with this duty to inform may result in the cancellation of the contract under the conditions provided for in articles 1130 and following. »

Perfectly informed of this obligation by the undersigned notary, PROMISING PARTICIPANT and BENEFICIARY declare, each as far as he is concerned, that he does not know any information whose importance would be decisive for the consent of the other and which is not already mentioned herein.

NOTIFICATION BY ELECTRONIC REGISTERED LETTER

The PROMISING PARTICIPANT and the BENEFICIARY expressly ask the undersigned notary and authorize him as necessary, to send them all useful and necessary notifications concerning this operation, by Registered Letter sent by e-mail to the following address:

1) With regard to the PROMISING PARTY:

prevostkim@gmail.com and eveprevost@gmail.com

2) With regard to the BENEFICIARY:

fjfyq@hotmail.com

To this end, they each declare with respect to themselves:

- have all the computer means allowing him to receive a registered letter sent by e-mail,
- undertake to inform the undersigned notary of any change of address electronic account, during the processing of this file,
- that he is the only one to have access to the emails received on the address(es) referred to above,
- undertake to communicate to the undersigned notary any difficulties, any hacking, loss or misuse of his email address,
- be informed that in accordance with the provisions of Article R. 53-3 of the Postal and Electronic Communications Code, he will receive from the company responsible for the delivery of the registered electronic mail, a first electronic mail informing him *"that an electronic registered letter will be sent to him and that he has the option, for a period of fifteen days from the day following the sending of this information, to accept or refuse it. »*

It is hereby specified by the undersigned notary that:

- the forwarder through which the electronic registered letter will be transmitted has obtained the eIDAS qualification issued by the National Agency for Information Systems Security (ANSSI), thus guaranteeing the reliability of the electronic registered letter sent,

- the timestamping process used is carried out by a qualified service provider and meeting legal requirements ensuring reliable and secure timestamping,
- the rematerialization in paper format of the e-mail sent is possible if they ask for it.

WITHDRAWAL OF THE BENEFICIARY

In accordance with the provisions of Article L. 271-1 of the Construction and Housing Code, the BENEFICIARY, who is not a real estate professional, may withdraw at his sole discretion, and without having to provide any justification, in a period of TEN (10) days from the day after receipt of the electronic registered letter notifying the present.

The period expiring on a Saturday, a Sunday, a public holiday or a non-working day is extended until the next business day.

The parties expressly mandate Maître Appolinaire POSSOUKPE to make this notification.

In the event of withdrawal within this period, these presents will be null and void and cannot receive any execution, even partial, and the depositary of the funds paid by the BENEFICIARY must return them to him within a period of twenty-one days (21) from the following day. of the date of withdrawal.

This withdrawal will be final, even if the period of TEN (10) days has not expired, when it is exercised.

In the event of multiple beneficiaries, it is expressly agreed that the withdrawal of only one of them will automatically result in the termination of this agreement.

The BENEFICIARY declares to have been informed that the right of withdrawal available to him may be exercised by registered letter with acknowledgment of receipt addressed to the notary responsible for the regularization of these presents by authentic deed, or by extrajudicial deed, or by hand delivery. specific to the PROMISING PARTY against receipt, and within the aforementioned period.

ELECTION OF DOMICILE

For the execution of these presents and their consequences, the parties elect domicile in their respective residence or headquarters, with the exception of the BENEFICIARY's right of withdrawal.

REGISTRATION - LAND ADVERTISING

This deed is subject to the fixed duty on the state of 125 euros.

It is exempted from the formality of registration, in accordance with article 60 of Annex IV to the General Tax Code.

KNOWLEDGE OF APPENDICES

All of the appendices referred to herein have been brought to the attention of the parties.

The electronic signature of the undersigned notary at the end of the deed also applies to the annexes, as being an integral part of the minute.

NOTICE ON DATA PROTECTION

PERSONAL

The Notarial Office processes personal data concerning the parties for the performance of notarial activities, in particular deed formalities.

This processing is based on compliance with a legal obligation and the performance of a mission falling within the exercise of public authority delegated by the State with which notaries and public officers are invested, in accordance with Ordinance No. °45-2590 of November 2, 1945.

This data may be transferred to the following recipients:

- the administrations or legally authorized partners such as the General Directorate of Public Finances, or, where applicable, the land register, notarial authorities, notarial bodies, central files of the notarial profession (Central File of Last Wills, Minutier Electronic Central of Notaries, PACS register, ...),

- the notarial offices participating or contributing to the act,
- the financial institutions concerned,
- specialized consulting organizations for the management of notarial activities,
- the Higher Council of Notaries or its delegate, for the production of statistics allowing the valuation of real estate, in application of Decree No. 2013-803 of September 3, 2013.

- public or private bodies for verification operations in the context of the search for politically exposed personalities or those who have been subject to the freezing of assets or sanctions, the fight against money laundering and the financing of terrorism. These checks are subject to a transfer of data to a country outside the European Union with data protection legislation recognized as equivalent by the European Commission.

The communication of this data to these recipients may be essential for the performance of notarial activities.

The documents used to establish, register and publish the deeds are kept for 30 years from the completion of all the formalities. The authentic deed and its annexes are kept for 75 years and 100 years when the deed relates to minors or protected adults. Checks related to politically exposed personalities, money laundering and terrorist financing are kept for 5 years after the end of the business relationship.

In accordance with the regulations in force relating to the protection of personal data, the parties may request access to the data concerning them. If necessary, they can request the rectification or erasure of these, obtain the limitation of the processing of these data or oppose it for reasons relating to their particular situation. They can also define directives relating to the storage, erasure and communication of their personal data after their death.

The Notarial Office has appointed a Data Protection Officer whom the parties can contact at the following address: cil@notaires.fr.

If the parties believe, after contacting the notarial office, that their rights have not been respected, they can lodge a complaint with a European supervisory authority, the Commission Nationale de l'Informatique et des Libertés pour la France.

STATEMENT OF SINCERITY

The parties affirm, under the penalties enacted by article 1837 of the General Code taxes, that this deed expresses the full agreed price.

In addition, they acknowledge having been informed by the undersigned notary of the penalties incurred in case of inaccuracy of this statement.

The undersigned notary affirms that to his knowledge this deed is not modified nor contradicted by any counter-letter containing an increase in price.

**MANAGEMENT OF CONFLICTS BETWEEN BUYERS
SUCCESSIVE**

Regarding the PROPERTY:

- the PROMISING PARTY declares that it has not transferred or granted any property rights, nor regularized any other preliminary contract for the benefit of a person other than the BENEFICIARY, herein;

- The BENEFICIARY declares that it is not aware of a previous sale or a previous preliminary contract.

CERTIFICATION OF THE IDENTITY OF THE PARTIES

The undersigned notary certifies and certifies that the complete identity of the parties named under the terms hereof, as indicated after their names and denominations, has been duly justified to him.

SUMMARY TABLE

This table recalls the deadlines for:

Submission of loan request(s)	October 11, 2021
Obtaining the loan(s)	November 19, 2021
Fulfillment of the conditions precedent	November 19, 2021
Signature of the authentic deed	December 3, 2021

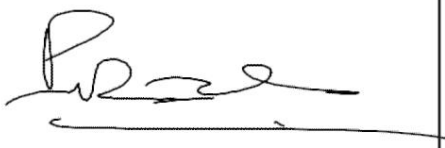


OF WHICH ACT

Without referral.

Generated and visualized on electronic support in the office of the undersigned notary, the days, months and year indicated herein.

And having read it, the parties certified the declarations concerning them as accurate, then the undersigned notary collected the image of their handwritten signature and signed himself using a qualified electronic signature process.

Collection of signatures by Maître Appolinaire POSSOUKPE

Mr. Patrick PREVOST Has signed At the office September 20, 2021	
Mrs. Eve Kim Has signed At the office September 20, 2021	
Ms Jing FANG Has signed At the office September 20, 2021	
and the notary Me POSSOUKPE Appolinaire Has signed At the office THE YEAR TWO THOUSAND AND TWENTY AND ONE SEPTEMBER TWENTY	