

THE YEAR TWO THOUSAND AND TWENTY-ONE,
SEPTEMBER 16

In PIERREFONDS (Oise), 4 Rue du Beaudon, at the headquarters of the Office
Notarial, hereinafter named,

*Maître Audrey CHAPRON-JACQUETTE, member of the Société d'Exercice
Libéral à Limitée Liability dubbed "Audrey CHAPRON
& Sabine PALMA, Notaries", holder of a Notarial Office in
PIERREFONDS (Oise), 4, rue du Beaudon,*

*With the remote participation in her study of Me Emilie
DASSONVILLE-de GARIDEL-THORON, associate notary in PARIS (75017) 22 rue
Bayen assisting the BENEFICIARY,*

HAS RECEIVED this deed containing PROMISE OF SALE at the request
of:

PROMISING

Mr. Gérard Robert **LEHEC**, Retired, and Mrs. Liliane Simone Angèle Julia
BAILLY-SALINS, Retired, residing together in PARIS 17TH ARRONDISSEMENT
(75017) 51 avenue Des Ternes.

Mr. was born in ROMAINVILLE (93230) on January 3, 1939,

Madame was born in LE RAINCY (93340) on July 19, 1941.

Married at the town hall of CLICHY SOUS BOIS (93390) on July 10, 1965
under the regime of community of movables and acquets in the absence of a prior
marriage contract.

Mr. is of French nationality.

Madam is of French nationality.

Residents within the meaning of tax regulations.

BENEFIT

Mr. Thomas Julien **BENSOUSSAN**, Digital Manager, and
Madame Carine Madeleine Juliette **GRIGNON**, Designer, residing together in PARIS 2ND
ARRONDISSEMENT (75002) 46 rue DES
JEUNEURS.

Mr. was born in PARIS 16TH ARRONDISSEMENT (75016) on May 2, 1976,

Madame was born in COLOMBES (92700) on October 5, 1978.

Married at the town hall of LAS VEGAS (UNITED STATES) on August 12, 2019
under the regime of pure and simple separation of property defined by articles 1536 and
following of the Civil Code under the terms of the marriage contract received by Maître Nicolas
PRUD'HOMME, notary in PARIS, on July 9, 2019.

This matrimonial regime has not been modified.

Mr. is of FRENCH nationality.

Madame is of FRENCH nationality.

Residents within the meaning of tax regulations.

QUOTITIES ACQUIRED

*Mr. Thomas BENSOUSSAN and Mrs. Carine GRIGNON are
acquisition together, the shares will be determined later during the regularization of the sale.*

STATEMENTS BY PARTIES

The **PROMISER** and the **BENEFICIARY** declare:

That their civil status and their qualities indicated at the beginning of the present are
exact.

That they are not in a state of insolvency, recovery or
judicial liquidation.

And not be concerned:

- By no protective measures.
- By any of the provisions of the Consumer Code on the settlement of situations of over-
indebtedness.

All except as may be specified herein.

The **BENEFICIARY** declares that it is not, either personally, or as a partner or
corporate officer, subject to the prohibition on acquiring provided for by article 225-26 of the
Penal Code.

DOCUMENTS RELATING TO THE CAPACITY OF THE PARTIES

The following documents have been brought to the attention of the editor of the
present in support of the declarations of the parties:

Concerning the PROMISING

- *National identity card.*
- *Report of the query of the bodacc.fr site.*

Concerning the BENEFICIARY

- *National identity card.*
- *Report of the query of the bodacc.fr site.*

These documents do not reveal any impediment on the part of the parties to the signature hereof.

PRESENCE - REPRESENTATION

- Mr and Mrs Gérard LEHEC are present at the act in video conference whose signature was collected remotely.

- Mr. Thomas BENSOUSSAN and Mrs. GRIGNON, are present at the deed by videoconference, but represented by Mrs. Aurélie LAISNE, collaborator in the study of the undersigned notary acting by virtue of the powers conferred on him under the terms of a power of attorney herein -attached.

CONCLUSION OF CONTRACT

The parties declare that the provisions of this contract have been, in compliance with the mandatory rules of article 1104 of the Civil Code, negotiated in good faith. They claim that it reflects the balance desired by each of them.

RECIPROCAL DUTY OF INFORMATION

Pursuant to article 1112-1 of the Civil Code which imposes on the parties a pre-contractual duty of information, which cannot however relate to the price, the **PROMISING PARTY** declares to have brought to the attention of the **BENEFICIARY** all the information available to him. having a direct and necessary link with the content of this contract and the importance of which could be decisive for his consent.

The **PROMISING PARTY** acknowledges being informed that a breach of this duty would be sanctioned by the implementation of its responsibility, with the possibility of cancellation of the contract if it has vitiated the consent of the **BENEFICIARY**.

Similarly, the **BENEFICIARY** declares that it has fulfilled the same commitments, any breach of which may be penalized as indicated above.

The duty to inform is therefore reciprocal.

In addition, in accordance with the provisions of article 1602 of the Civil Code, the **PROMISING PARTY** is required to clearly explain what he is obligated to do, any obscure or ambiguous pact being interpreted against him.

The decisive information given and received is reported to the present, as attested by the parties.

AGREEMENT TO SELL

The plan of the act is as follows:

OBJECT OF THE CONTRACT
TERMINOLOGY
DESIGNATION
DEADLINE - REALIZATION - DEFICIENCY
PROPERTY - ENJOYMENT
PRICE - FINANCIAL CONDITIONS
RESERVATIONS - SUSPENSIVE CONDITIONS
CONDITIONS AND DECLARATIONS
GENERAL
SPECIFIC REGULATIONS
TAXATION
SUBSTITUTION
TRANSITIONAL PROVISIONS
STATEMENT OF SINCERITY - HOME

OBJECT OF THE CONTRACT UNILATERAL PROMISE OF SALE

The **PROMISING PARTY** grants the **BENEFICIARY** the ability to acquire the **PROPERTY** identified below.

The **PROMISING PARTY** makes this commitment for himself or his heirs, even protected.

The **BENEFICIARY** accepts this promise of sale as promise, but reserves the right to request its fulfillment or not.

TERMINOLOGY

For the understanding of certain terms herein, the following is first explained:

- The "**PROMISING PARTICIPANT**" and the "**BENEFICIARY**" will respectively designate the promising party(ies) and the beneficiary(ies), who, in the event of multiple parties, will contract the obligations respectively charged to them jointly and severally between them, without this solidarity being recalled each time,
- The "**PROPERTY**" will designate the building subject of this promise of sale.
- The "**FURNITURE**" will designate the furniture and movable objects, if any. exists.

IDENTIFICATION OF THE PROPERTY

DESIGNATION

IN HOULGATE (CALVADOS) 14510 Route de Trouville
subdivision "THE VILLAS OF CLAIR VALLON"

A dwelling house comprising:

On the ground floor: an entrance, living room with fireplace, terrace, fitted kitchen, water closets, cupboards.

Upstairs: three bedrooms, bathroom with water closets, shower room, cupboards.

Cellar.

Adjoining building converted into a games room.

Observation being made here by the PROMISING that there are two removable garden sheds posed on concrete blocks during the year 2002, and that moreover no authorization on behalf of the free trade union association was necessary.

Appearing in the cadastre as follows:

Section No.	Location	Surface
TO THE	175 16B Lot Clair Vallon	00 ha 14 to 85 ca

Precision being made here that the parcel AL 175 comes from the division of plot AL 155 in AL 169 to 181.

As the **PROPERTY** exists, with all rights attached thereto, without any exceptions or reservations.

An extract from the cadastral plan and from the GEOPORTAIL database are attached.

The **PROMISING PARTICIPANT** declares that he has not made known:

- no opening of the roof or modification of the facade of the **PROPERTY** (vasistas, window, skylight, day of suffering or others),
- no elevation or extension or created any unregulated easement by authentic deed.

Postal address: Route de Trouville Villas DE CLAIR VALLON Number 7.

*** SUBDIVISION-GROUP OF HOUSES**

The subject property hereof constitutes **LOT NUMBER SEVEN** of the group of houses called "**LES VILLAS DE CLAIR VALLON**".

Constituent parts of the subdivision

The specifications and statutes of the free trade union association of Villas de Clair Vallon were received by Me AIZE notary in DIVES SUR MER on November 16, 1979 published at the mortgage office of PONT L'EVEQUE on January 16, 1980 volume 1686 number 47.

Followed by an additional deed to the specifications analyzed above received by Me AIZE notary above named on November 16, 1979 in the said mortgage office on January 16, 1980 volume 1686 number 48.

The specifications were subsequently modified under the terms of an act received by Me AIZE on January 29, 1980 published at the mortgage office of PONT L'EVEQUE on April 14, 1980 volume 1696 number 14.

The specifications as well as the filing of the articles of association have been modified once again under the terms of an act received by Maître VINCENT, notary at

VILLERS SUR MER, January 20, 2018, published in the land registration service of PONT L'EVEQUE 1 on February 21, 2019 volume 2019P number 894.

The specifications as well as the filing of the articles of association have been modified once again under the terms of an act received by Maître VINCENT, notary at VILLERS SUR MER, October 16, 2019, published in the land registration service of PONT L'EVEQUE 1 on October 31, 2019 volume 2019P number 5727.

As such, the following documents remain annexed to this deed: _____

-The amendment to the statutes of the free trade union association dates from November 25, 2016

-The statutes of the trade union association and internal regulations

-The last three minutes of the general meetings.

ABSENCE OF FURNITURE AND MOVABLE OBJECTS

The parties declare that the promise does not include any furniture or movable objects, with the exception of:

-Upper and lower kitchen cabinets

- The oven

- The fridge

- dishwasher

- Hob The parties do

not intend to enhance the furniture.

USE OF THE PROPERTY

The **PROMISOR** declares that the **PROPERTY** is currently for use of dwelling.

The **BENEFICIARY** intends to maintain this use.

RELATIVE EFFECT

Acquisition following deed received by Maître VINCENT notary in VILLERS SUR MER on March 28, 2002, published in the land registration service of PONT L'EVEQUE 1 on April 2, 2002, volume 2002P, number 1597.

CHARACTERISTICS

The parties agree between themselves to establish these in the form of a unilateral promise under the terms of the second paragraph of article 1106 of the Civil Code. In the common intention of the parties, and throughout the duration of the contract, it will obey the following provisions.

PRIOR INFORMATION

The parties have been informed by the writer hereof that the form under private signature does not allow them to have a deed published in the land registry service.

Consequently, and in this case, if one of them refused or became incapable of carrying out or reiterating the agreement by notarial deed, the other party could not have these presents registered directly in the real estate file in order to keep their right and to make it enforceable against third parties, prior to any court decision.

The parties thus notified of this situation declare that they wish to opt expressly for the conclusion between them of an authentic instrument.

TIME LIMIT

The promise to sell is granted for a period **expiring on December 16, 2021 at 4 p.m.**

In the event of failure by the **PROMISING PARTY** to complete the sale, the latter may not claim against the **BENEFICIARY** the expiry of the period set out above.

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, without this extension being able to exceed thirty days.

REALIZATION

The fulfillment of the promise will take place:

- Either by signing the authentic deed confirming the final nature of the sale, accompanied by the payment by transfer to the account of the notary responsible for receiving the authentic deed of sale of a corresponding sum:

• at the stipulated price payable in cash less any immobilisation compensation paid in execution hereof,

• the provision for costs of deed of sale and possible loan,

• any intermediary commission,

and generally of all accounts and pro rata.

- Or by the option exercised by the **BENEFICIARY** within this period, followed by the signing of the authentic deed of sale within the period referred to above. If the exercise of the option takes place while the conditions precedent are still pending, it will not imply a waiver of these, unless otherwise expressed by the **BENEFICIARY**.

This exercise of the option will be carried out by the **BENEFICIARY** with the drafting notary of the deed of sale by all means and all forms; it must be accompanied, to be admissible, by payment by transfer to the account of the said notary of a sum corresponding to:

• at the stipulated price payable in cash less any immobilisation compensation paid in execution hereof (it being specified that, for the part of the price paid in

means of a loan, it is necessary to justify the availability of funds or an accepted loan offer),

• the provision for costs of deed of sale and possible loan,

• any intermediary commission,

• and in general for all accounts and pro rata.

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 that 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 a separate authentic deed.

WRITER OF THE AUTHENTIC DEED OF SALE

The authentic deed recording the completion of the sale will be received by **Maître Audrey CHAPRON-JACQUETTE, notary at PIERREFONDS (Oise) 4 rue du Beaudon with the participation of the participating notary named above.**

In any case, the transfer of ownership is postponed to the day of the finding of the sale in the authentic form and the payment of the price as agreed and the costs, even if the exchange of consent necessary for the formation of the agreement is prior. .

DEFICIENCY

Failure here means the faulty breach by one of the parties, due to its will or negligence, of one or more of its obligations hereunder, this breach preventing the execution of the sale.

If the option is not exercised or the deed of sale is not signed within the time

In the event that the **BENEFICIARY** has neither exercised the option nor signed the deed of sale within the completion period, he will be automatically deprived of the benefit of the promise at the end of the said completion period without or need formal notice from the **PROMISING PARTY**, who will then freely dispose of the **PROPERTY** notwithstanding any subsequent manifestation of the **BENEFICIARY** 's desire to acquire it.

If the option is exercised within the time

If the **BENEFICIARY** has validly exercised the option within the above completion period, but the deed of sale, accompanied by payment of the price and costs, has not been made within fifteen days of this, then the

the most diligent party will put the other party on notice, by bailiff's deed, to have to appear in the office of the notary responsible for receiving the deed of sale in order to sign this deed.

If, despite the notice given in the above conditions, one of the parties refuses or refrains from regularizing the deed of sale on the day indicated in the notice, the said date shall be drawing up a report, in the terms of which the default of the **PROMISER** or **BENEFICIARY** will be established. These minutes must be drawn up, if each of the parties has its own notary, by the notary of the **PROMISER** in the event of default of the **BENEFICIARY** and by the notary of the **BENEFICIARY** in the event of default of the **PROMISER**.

In the event of default by the **PROMISER**, the **BENEFICIARY** may, at his choice, in the minutes:

- Or announce his intention to continue with the execution of the sale, independently of his right to claim fair compensation.
- Or else have it noted that the sale has not been executed, this finding resulting from the default pronounced against the **PROMISING PARTY** in the minutes, and declare its wish to consider the sale as automatically resolved. The **BENEFICIARY** will then purely and simply resume his freedom independently of his right to claim fair compensation for his damage.

In the event of default by the **BENEFICIARY** who does not come or does not want to sign the sale despite the exercise of the option, the **PROMISING PARTY** may, at its option, in the minutes:

- Or announce their intention to continue with the execution of the sale.
- Or else have it noted that the sale has not been executed, this finding resulting from the default pronounced against the **BENEFICIARY** in the minutes, and declare its wish to consider the sale as automatically resolved. The **PROMISING PARTY** will then purely and simply resume his freedom independently of his right to claim payment of the immobilization indemnity as compensation for his loss.

PROMISE EXECUTIVE FORCE

It is understood between the parties that due to the acceptance by the **BENEFICIARY** of the promise made by the **PROMISOR**, as a simple promise, a contract has been formed between them under the terms of article 1124 of the Code civil. Consequently, and throughout the duration of the contract, it can only be revoked by their mutual consent. It follows in particular that:

- The **PROMISING PARTY** has, for its part, definitively consented to the sale and that it is already debtor of the obligation to transfer the property to the **BENEFICIARY** under the conditions hereof.
The **PROMISOR** may no longer, therefore, throughout the duration of this promise, confer another promise on a third party or any real right or charge whatsoever on the **PROPERTY**, grant any lease,

rental or lease extension. Nor may he make any material modification, except with the consent of the

BENEFICIARY, nor deterioration to the **PROPERTY**. The same will apply if the charge or deterioration was not the direct act of the **PROMISING PARTY**. Failure to comply with this obligation will result in the termination of these presents if the **BENEFICIARY** sees fit .

- By this contract of promise, the parties agree that the formation of the contract of sale is exclusively subject to the consent of the **BENEFICIARY**, independently of the behavior of the **PROMISING PARTY**.
- Any unilateral revocation or retraction of the **PROMISING party** 's will shall automatically have no effect on the promised contract due to the acceptance of this promise as such by the **BENEFICIARY**. In addition, 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.
- As necessary, the **PROMISING PARTY** submits to the performance in kind provided for in article 1221 of the Civil Code.

PROPERTY ENJOYMENT

The **BENEFICIARY** will be the owner of the **PROPERTY** subject of the promise on the day of the observation of the sale in the authentic form and he will have the enjoyment of it from the same day by taking actual possession, the **PROPERTY** must be imperatively, on this same date , free of any rental or occupation.

The **PROMISOR** declares that the **PROPERTY** has not, before this day, the subject of a leave that may give rise to the exercise of a right of first refusal.

PRICE - FINANCIAL CONDITIONS

PRICE

The sale, in the event of completion, will take place for the price **FOUR HUNDRED AND SEVENTY THOUSAND EUROS (€470,000.00)**.

This price will be payable in cash on the day of the authentic observation of the realization of the present.

COSTS

The costs, fees and emoluments of the sale will be borne by the **BENEFIT**.

NEGOCIATION

The parties acknowledge that the price was negotiated by **the HOULGATE IMMOBILIER agency located at HOULGATE (14510) 19 rue du Général de GAULLE** , holder of a mandate that has not yet expired, as declared.

The **BENEFICIARY**, who is solely responsible for this under the terms of the mandate, owes the agency a remuneration of **NINETEENTH THOUSAND EUROS (€19,000.00)** value added tax included.

This remuneration will be paid on the day of the authentic observation of the realization of these presents.

COST OF THE OPERATION AND PROVISIONAL FINANCING

As an indication, the cost and financing of the operation are as follows:

Price	470,000.00 EUR
Costs of the sale borne by the BENEFICIARY	EUR 34,400.00
Fees for setting up guarantees	Memory
Commission due to the agency	EUR 19,000.00
Together	EUR 523,400.00

LOCKDOWN BENEFIT

The immobilisation indemnity is set at the sum of either 10% of the sale price or the sum of **FORTY SEVEN THOUSAND EUROS (€47,000.00)**.

Recognition of a payment by the **BENEFICIARY**

The **BENEFICIARY** will deposit by means of a bank transfer and at the latest within **TEN days from the signing of these presents in the accounts of the notary writing these presents, the sum of TWENTY THREE THOUSAND FIVE HUNDRED EUROS (€23,500.00)** .

It is specified here that, in the event that the transfer is not effective on the date fixed above, this promise of sale will be considered null and void, and the **BENEFICIARY** will be deprived of the right to request the performance of the present, and it seems so good to the **PROMISING PARTY**.

Cancellation clause

*In the event that the immobilization indemnity has not been paid within the time limits set out above, these presents will be considered as never having existed and the **BENEFICIARY** will therefore be deprived of any right to demand their completion, everything seems so good to the **PROMISING**.*

2. Nature of this payment The

amount paid above does not constitute a deposit. Consequently, the provisions of article 1590 of the Civil Code do not apply to him.

3. Outcome 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 completion 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 terms 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 its hands of the building forming the subject of this promise to sell for the duration of the latter. ; Observation being made here that the entirety of this sum will remain acquired by the **PROMISING PARTY** even if the **BENEFICIARY**

announced its decision not to acquire before the expiry date of the option period. Under no circumstances will this sum be subject to a pro rata 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 conditions precedent stipulated herein were to fail according to the terms and time limits provided for in this deed;

- if the promised property turns out to be subject to easements (regardless of their origin) or administrative measures that could depreciate their value or make them unfit for use; • if the promised property proves to be encumbered with liens, mortgages, antichrists or foreclosures declared or not herein and the release of which cannot be amicably obtained upon signing the deed of sale by means of funds from the price; • if the goods sold were the subject of an undeclared lease or occupation hereunder;

- if the **PROMISING PARTY** had not communicated its title deed and did not provide proof of thirty-year and regular origin of ownership; • in the event of breach by the **PROMISING PARTY** or the previous owners of an administrative or legal obligation relating to the goods promised; • if the **PROMISING PARTY** lacks the capacity, authorizations or powers necessary for the amicable sale; • and finally if the non-realization of the promised sale was attributable to the

only **PROMISING**.

If he intends to avail himself of any of the reasons referred to above to be reimbursed the sum paid as compensation for immobilisation, the **BENEFICIARY** must notify the undersigned notary by registered letter with request for an opinion. of receipt at the latest within seven (7) days of the expiry date of the promise of sale.

If the **BENEFICIARY** fails to send this letter within the agreed period, the **PROMISING PARTY** will then be entitled to summon the **BENEFICIARY** by extrajudicial act to make its decision known within seven (7) days.

If the **BENEFICIARY fails** to respond to this requisition within the above deadline, he will be deprived of the right to invoke these reasons and the indemnity will then remain acquired by the **PROMISING PARTY**.

SEQUESTRE

1. Appointment of a joint agent as sequestrator By agreement between the parties, the sum will be assigned as collateral by the **PROMISING PARTY** to the security of its possible return to the **BENEFICIARY**.

To ensure the effect of this security, the sum pledged will be paid as soon as it is reception at Madame Aurélie LAISNE

Who is appointed sequestrator under the terms of the common law of article 1956 and following of the Civil Code.

2. Mission of the receiver

The receiver, the common agent of the parties, will keep the amount paid above to hand it over to the person to whom it belongs - **PROMISER** 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 allowance, it will be up to the most diligent of them to go to court so that a decision 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 compensation for 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

forementioned receiver declares to accept the mission entrusted to him in the terms stipulated herein by the collection of funds.

<h2><u>RESERVATIONS AND SUSPENSIVE CONDITIONS</u></h2>

The effects hereof are subject to the lifting of reservations and the fulfillment of the following conditions precedent.

RESERVES

Reservation of the right of first refusal

The promise will be notified to all holders of a right of first refusal instituted under article L211-1 of the Town Planning Code or any other Code.

The exercise of this right by its holder will oblige the **PROMISING PARTY** to same charges and conditions agreed herein.

By this exercise, the present will not produce their effects between the parties, even in the event of cancellation of the pre-emption or subsequent waiver of the exercise of this right by its beneficiary.

SUSPENSIVE CONDITIONS

The promise is subject to the fulfillment of conditions suspensions as indicated below.

In accordance with the provisions of article 1304-6 of the Civil Code, from this fulfillment the contracted obligations produce their effects.

Any condition precedent is deemed to have been fulfilled when its fulfillment is prevented by the party who had an interest in it.

The party in whose favor a condition precedent is exclusively stipulated is free to waive it. In this case, this waiver must be made by registered letter addressed to the notary who represents it within the time limit provided for its completion.

The non-fulfillment of only one of these conditions entails the nullity of the present, then deemed never to have existed.

In all cases, until the authentic reiteration of the present, the **PROMISING PARTY** retains the administration, the income and the management of the risks relating to the **PROPERTY**.

COMMON LAW SUSPENSIVE CONDITIONS

These are subject to the conditions of suspension of common law stipulated in favor of the **BENEFICIARY**, who alone will be able to avail himself of them.

Previous title deeds, town planning or other documents must not reveal easements, charges or defects not indicated herein that may encumber the building and significantly reduce its value or render it unsuitable for the destination that the **BENEFICIARY** intends to donate.

The mortgage statement must not reveal any seizures or registrations for which the charge, plus the cost of cancellations to be made, would be higher than the available price.

Obtaining one or more final loan offers

Whether the **BENEFICIARY obtains** one or more final loan offers falling within the scope of Article L 313-1 of the Consumer Code.

For the application of this condition precedent, it is agreed under the financial characteristics of the loan offers to be obtained:

- **Lending organization: Any institution**
- **Maximum amount of the sum borrowed: €270,000.00**
- **Maximum repayment term: 20 years**
- **Maximum nominal interest rate: 1% per year (excluding insurance).**
- *Guarantee: that this or these loans are guaranteed by a real security relating to the **PROPERTY** or the surety of a financial institution, to the exclusion of any personal guarantee that must come from natural persons (except in the case of personal guarantees that must be granted by the partners and manager of the company which would become the purchaser).*

The condition precedent will be fulfilled in the event of obtaining one or several final loan offers **no later than NOVEMBER 16, 2021.**

This achievement must be brought to the attention of the **PROMISING** by the **BENEFICIARY**.

The **BENEFICIARY** declares in this regard that to his knowledge:

- There is no impediment to the granting of these loans which will be requested.
- There is no obstacle to setting up life insurance disability.
- He declares to be aware of the provisions of the first paragraph of article 1304-3 of the Civil Code which provides that:

"The condition precedent is deemed to have been fulfilled if the person who had an interest therein prevented its fulfillment."

To be eligible for the protection of this condition suspension, the **BENEFICIARY** must:

- justify the submission of its loan application(s) and compliance with its obligations under this condition precedent,
- and avail themselves, no later than the above date, by fax or e-mail confirmed by registered mail with acknowledgment of receipt addressed to the **PROMISING PARTY** at his elected domicile, of the refusal of this or these loans.

Failing receipt of this letter within the set deadline, the **PROMISING PARTY** will have the option of giving the **BENEFICIARY** formal notice to justify to him within a week the fulfillment or failure of the condition.

This request must be made by registered letter with acknowledgment of receipt to the address hereinafter elected.

After this period of eight days without the **BENEFICIARY** having provided the supporting documents, the condition will be deemed to have failed and these presents will therefore lapse automatically, without further formality, and thus the **PROMISING** will regain his full freedom but the **BENEFICIARY** will not be able to recover the immobilisation allowance which he will have paid,

ready, and that the condition is not defaulted by him; failing this, the immobilization indemnity will remain acquired by the **PROMISING PARTY**.

Until the expiry of the aforementioned period, the **BENEFICIARY** may waive the benefit of the legal condition precedent of Article L 313-41 of the Consumer Code, either by accepting loan offers on less favorable conditions than those expressed above, and by notifying these offers and acceptance to the **PROMISING PARTY**, or by expressing an intention contrary to that expressed above, that is to say to no longer call on a loan and by doubling this new will the handwritten note required by article L 313-42 of the said Code; this new will and the mention would, in this case, be the subject of a writing notified to the **PROMISING PARTY**.

* Loan refusal – justification

The **BENEFICIARY** undertakes, in the event of not obtaining the financing requested, to justify **two loan refusals** meeting the characteristics above.

<u>GENERAL CONDITIONS AND STATEMENTS</u>

OWNERSHIP GUARANTEE

The **PROMISOR** will guarantee the **BENEFICIARY** against the risk eviction in accordance with the provisions of article 1626 of the Civil Code.

On this subject the **PROMISOR** declares:

- that there is currently no ongoing action or litigation that could infringe the right of ownership,
- that there has been no encroachment on the neighboring property,
- that the **PROPERTY** is not subject to any work injunction,
- that he has not conferred on anyone other than the **BENEFICIARY** any right over the **PROPERTY** that could prevent the sale,
- subrogate the **BENEFICIARY** in all its rights and actions.

ENJOYMENT GUARANTEE

The **PROMISING PARTICIPANT** declares that he has not granted leave to a former tenant giving him the right to exercise a right of first refusal.

MORTGAGE WARRANTY

The **PROMISOR shall** undertake, if there are one or more registered mortgage creditors, to pay all the sums that may still be due to them, to bring back at his expense the certificates of cancellation of the registrations.

Easements

The **BENEFICIARY** will benefit from or support the easements if there are any.

The **PROMISOR** declares:

- not having created or allowed to be created an easement that would not be reported herein,
- that to his knowledge, there are no others other than those resulting, where applicable, from the act, the natural and environmental situation of the premises and town planning.

PROPERTY CONDITION

The **BENEFICIARY** will take the **PROPERTY** in the state in which it is to date, as he has seen and visited it, the **PROMISING** formally refrains from making any material or legal modifications to it.

He declares that the designation of the **GOOD contained herein** corresponds to what he was able to see during his visits.

It will have no recourse against the **PROMISING PARTY** for any reason whatsoever, in particular due to:

- apparent defects,
- hidden defects.

With regard to hidden defects, it is specified that this disclaimer of warranty does not apply:

- if the **PROMISING PARTICIPANT** has the status of real estate or construction professional, or if he is deemed or has behaved as such,
- if it is proven by the **BENEFICIARY**, within the legal deadlines, that the hidden defects were in fact known to the **PROMISING PARTY**.

CHARGES AND CONDITIONS RESULTING FROM THE APPLICATION SPECIFIC REGULATIONS

PROVISIONS RELATING TO

GROUP OF DWELLINGS

The building constitutes one of the lots of the group of dwellings called "THE VILLAS OF CLAIR VALLON".

Specifications setting the rules and easements of a contractual nature for the group of dwellings and the general conditions of sales or rentals in the group of dwellings have been the subject of an act amended since then as indicated below. -above.

UNION ASSOCIATION

The statutes of the association existing between the owners of the buildings constituting the group of dwellings were also created.

Any owner of one of the lots in the housing group is a full member of the association.

Association representative

The representative of the association Mr. Etienne JORE.

Commitments

The **BENEFICIARY** undertakes to carry out all the charges, clauses and conditions contained in the statutes of the trade union association, a copy of which has been given to him.

He is subrogated in all the rights and obligations resulting from the statutes.

Report containing various information about the association

An information note relating to the association containing information on its assets and its commitments has been issued and is attached to this document.

The president of the ASL clarified in particular the following:

" The ASL's operating budget, which varies each year, includes management, secretarial, bank and insurance (RC) costs, to which may be added small expenses for routine maintenance of the common areas. (roads, sidewalk, gutter), property of the ASL. Overall the operating budget of the ASL, 32 residents, is the order of 2 1000 euros per year (to be divided between the 32 residents). To this budget may be added one-off and exceptional expenses for repair or improvement work on the common areas (to this end, it is planned to create a reserve fund for work in 2022 according to procedures to be validated in AG). »

The **PROMISING PARTY** further declares that it will not pay any special contributions and that the last call for charges concerns the repair of the road, which amounted to €250.00 as shown in the attached supporting document.

WORKING FUND : observation being made here that there is a working capital of €50.

Agreement of the parties on the distribution of charges and works

The **PROMISING PARTY** will pay the representative of the association by means of funds from the sale the cost of the works decided upon before the day of signature of the authentic deed of sale, executed or not or in progress.

The **BENEFICIARY** will bear the charges from the date of entry into possession and the cost of the works which would have been decided from the date of signature of the authentic deed of sale, executed or not or in the course of execution.

The **PROMISING PARTY** declares that to date it has not received any notice of meeting of the members of the association.

It is specified that the execution of the above agreements relating to the charges and works will remain unenforceable against the union association, following the requests made to the owner known at the time of

these, it is therefore up to the **PARTIES** to proceed directly between themselves to the necessary accounts and reimbursements.

Notice of transfer - warning

Notice of the transfer will be sent by the notary by registered letter with acknowledgment of receipt to the representative of the association within fifteen days of the day of signature of the authentic deed of sale.

If the representative of the union association intends to object to the price, this opposition must be made by bailiff's writ within fifteen days of receipt of the notice at the domicile of the **PROMISOR's notary**, indicating the cause and the amount . of the claim(s), and by electing domicile within the jurisdiction of the judicial court of the building, under penalty of nullity

All this unless the **PROMISOR** has presented the notary with a certificate less than one month old attesting that he is free of any obligation with regard to the syndicate.

CAPACITY OF LAND AND BUILDINGS

The **PROMISING PARTY** does not provide any guarantee of the capacity of the land or building area.

DUES AND TAXES

Local taxes

The **PROMISING PARTY** declares that it is up to date with local tax collection.

The **BENEFICIARY** will be liable from the day of the signing of the authentic deed of taxes and contributions.

The residence tax, if payable, is due for the whole year by the occupant on the first day of January.

The property tax, as well as the tax for the removal of household waste if it is due, will be distributed between the **PROMISING PARTICIPANT** and the **BENEFICIARY** according to the time during which each will have been the owner during the year of the observation of the realization of the present.

The **BENEFICIARY** will pay to the **PROMISING PARTY** on the day of signing the authentic deed of sale, directly and outside the accounts of the Notarial Office, the pro rata property tax and, where applicable, the household waste collection tax , determined by agreement between the parties on the amount of the last tax.

This settlement will be final between the parties, extinguishing any claim or debt to each other on this subject, regardless of any change in the property tax for the current year.

Tax benefit linked to a rental commitment

The **PROMISING PARTY** declares that it does not currently subscribe to any of the tax regimes allowing it to benefit from the deduction of depreciation in exchange for the obligation to rent under certain conditions.

DISTRIBUTION AND SUPPLY CONTRACTS

The **BENEFICIARY** will be personally responsible for the continuation or termination of all distribution and supply contracts entered into by the **PROMISOR**.

The parties declare that they have been informed of the need to establish between them a reading of the meters subject to individual metering.

The **PROMISING PARTY** declares that it is up to date with the invoices for collection related to its distribution and supply contracts. If necessary, he will proceed to the regularization of his subscriptions so that this does not hinder the subscription of new subscriptions by the **BENEFICIARY**, whether with the same service provider or another.

ASSURANCE

The **BENEFICIARY**, while being informed of the immediate obligation to subscribe, will be personally responsible for the continuation or termination of the insurance policies taken out by the **PROMISING PARTY**, in accordance with the provisions of Article L 121-10 of the Insurance Code.

DISPLAY CONTRACT

The **PROMISING PARTY** declares that no poster contract has been concluded.

CONSTRUCTION PROVISIONS

THE PROMISOR declares that he realized more than TEN YEARS ago the following works:

~~Roof repair work carried out in 2004~~ by the company ETABLISSEMENT PILLET located in DOZULE (14430), the invoice is attached.

CONCERNING work for less than TEN YEARS, THE PROMISING declares that:

- no constituent element of the work or equipment inseparable from the work within the meaning of **article 1792 of the Civil Code** has been produced within this period.
- no construction or renovation has been carried out within ten years, **with the exception of the following works:**

** Identical terrace repair work carried out in 2017 by the company SAS ENTREPRISE KRAVEL located in HOULGATE (14510) 21 rue de l'Eglise, the invoice is also attached.*

*GENERAL PROVISIONS

For a better understanding, the undersigned notary recalls that the work falling within the scope of the aforementioned provisions entailing the existence of a ten-year guarantee are those which relate in particular to the solidity and/or the tightness of the building. as well as those relating to the elements of finishing work inseparable from the building.

REMINDER OF ARTICLES 1792 AND FOLLOWING

The content of the articles of the Civil Code referred to above is recalled. relating to the manufacturer's liability:

« Article 1792

Any builder of a structure is automatically liable, towards the owner or the purchaser of the structure, for damage, even resulting from a defect in the ground, which compromises the solidity of the structure or which, affecting it in one of its constituent elements or one of its items of equipment, render it unfit for its intended purpose. Such liability does not arise if the builder proves that the damage comes from an extraneous cause.

Article 1792-1

Is deemed to be the constructor of the work:

1° Any architect, contractor, technician or other person related to the master of the work by a contract of hire of work;

2° Any person who sells, after completion, a work that he has built or had built;

3° Any person who, although acting as an agent of the owner of the structure, performs a mission similar to that of a lessor of a structure.

Article 1792-2

The presumption of liability established by article 1792 also extends to damage which affects the solidity of the elements of equipment of a structure, but only when these are inseparably part of the works of viability, foundation, framework, enclosure or cover. An item of equipment is considered to form an inseparable body with one of the works of viability, foundation, framework, enclosure or cover when its removal, dismantling or replacement cannot be carried out without deterioration or removal. of material for this book.

Article 1792-3

The other items of equipment of the structure are covered by a guarantee of proper functioning for a minimum period of two years from its receipt.

Article 1792-4-1

Any natural or legal person whose liability may be incurred under articles 1792 to 1792-4 of this code is discharged from the responsibilities and guarantees weighing on it, pursuant to articles 1792 to 1792-2, after ten years from the acceptance of the work or, pursuant to Article 1792-3, upon expiry of the period referred to in this article. »

*INSURANCE

- Structural damage insurance

THE PROMISOR declares that no damage insurance contract work has been taken out for the repair work on the terrace.

Ten-year company insurance: THE PROMISING PARTY will make its best efforts to obtain proof of insurance from the company with carried out the repair work on the terrace.

Starting point: the starting point of the warranty and liability periods is, according to the law, the acceptance of the building by the building owner.

The repair work on the terrace was completed in 2017.

Guarantees and responsibilities: The PURCHASER benefits from the guarantee granted within the framework of the ten-year liability provided for by article 1792 of the Civil Code. This liability, for a period of ten years, extends to all damage, even resulting from a defect in the ground, which compromises the solidity of the work, or which, affecting one of its elements components or one of its items of equipment, render it unsuitable for its intended purpose.

However, such liability does not arise if the damage was caused by an extraneous cause independent of the condition of the land or the execution of the construction.

Debtors: the debtors of the various guarantees including the PURCHASER can benefit as a result of the purchase are:

a / the seller for all the work,

b / the contractors who carried out the work on behalf of the SELLER.

RECONSTRUCTION AFTER DISASTER

Under the terms of article L 111-15 of the Code of town planning literally reported below:

"When a regularly erected building comes to be destroyed or demolished, its identical reconstruction is authorized within ten years notwithstanding any planning provision to the contrary, unless the communal map, the local urban plan or the plan for the prevention of foreseeable natural risks provides otherwise.

It is specified that in order to be "regularly erected" the destroyed or demolished building must have been erected in accordance with the building permit which has become definitive and issued for this purpose.

The BENEFICIARY is warned that, in the event of reconstruction after a disaster, a building permit must be obtained prior to any work and that this permit may be refused either under the terms of an express provision of a local plan of town planning, either by virtue of the prescription of a plan for the prevention of natural or technological risks, or insofar as the occupants would be exposed to the certain and foreseeable risk at the origin of the destruction of the building or, in the latter case, with prescriptions.

TECHNICAL DIAGNOSTICS FILE

For the information of the parties, the table of the technical diagnostics file has been drawn up below as provided for by articles L 271-4 to L 271-6 of the Construction and Housing Code, which groups together the various diagnostics mandatory real estate techniques in the event of sale according to the type of building in question, according to its destination or its nature, built or not built.

Object	Property concerned	Item to check	Validity
Lead	If apartment building to build (permit prior to January 1, 1949)	Paintings	Unlimited or one year if positive observation
Asbestos	If building (building permit prior to July 1, 1997)	Interior vertical walls, coatings, floors, ceilings, false ceilings, pipes, roofing, cladding, slates or slates	Unlimited unless presence of asbestos detected control within 3 new year
Termites	If building located in an area delimited by the prefect	Building built or not but constructible	6 months
Gas	If residential building having an installation of more than 15 years	Condition of fixed devices and pipes	3 years
Risks	If building located in an area covered by a risk prevention plan	Building built or not	6 months
Energetic performance	If building equipped with a heating installation	Consumption and greenhouse gas emissions	10 years
electricity	If residential building having an installation of more than 15 years	Indoor installation: from the control unit to the supply terminals	3 years
Sanitation	If residential building not connected to the public wastewater collection network	Installation check existing	3 years
Dry rot	If residential building in an area provided for by article L 133-8 of the Construction and Housing Code	Built building	6 months

It is observed:

- that the "lead" "gas" and "electricity" diagnostics are required only for buildings or parts of buildings for residential use;
- that the owner of the premises, or the occupant if it is not the same person, must allow the diagnostician to access all the places necessary for the proper accomplishment of his mission, failing which the owner of the premises may be considered responsible for the harmful consequences due to non-compliance with this obligation;
- that in the absence of one of these diagnoses valid on the day of the signature of the authentic deed of sale, and insofar as they are required by their particular regulations, the seller cannot exempt from the corresponding hidden defects guarantee.

The technical file drawn up by the firm **ACTIV EXPERTISE CABOURG** located at **HOULGATE (14510) 2 rue du lieu Jamard** is attached to this deed and has been given to the **BENEFICIARY** beforehand, this file includes:

- ECD report*
- Asbestos report*
- Report on the electrical installation*
- Sworn statement*

Lead

The building having been built **AFTER January 1, 1949**, does not fall within the scope of the provisions of article L 1334-5 of the Public Health Code for which a statement of risk of exposure to lead must be established.

Asbestos

The first paragraph of article L 1334-13 of the Public Health Code requires the **PROMISING PARTY** to have a report drawn up noting the presence or absence of construction materials or products containing asbestos.

This state applies to all buildings for which the building permit was issued before July 1 , 1997.

Its purpose is to identify all the materials and products of lists A and B of appendix 13-9 of the Public Health Code, to then identify and locate by areas of similarity of work those containing asbestos and those that do not.

The materials and products on list A are those referred to as friable materials (flocking, insulation and false ceilings), those on list B are referred to as non-friable materials including products located outside (roofing materials, cladding, flues...).

It is recalled that under the terms of the relevant legislative and regulatory provisions, when the report reveals that materials and products on lists A or B contain asbestos, the owner must, depending on the recommendations contained in the report :

- either have the state of conservation of the identified materials and products checked or assessed periodically,
- either have the level of dust in the atmosphere monitored by an organization certified in transmission electron microscopy,
- or have containment, protection, replacement or removal work carried out.

All by a company specialized for this purpose.

A statement annexed and drawn up by the above-named firm reveals the following : “As part of the mission, materials and products containing asbestos were identified”.

Termites

The **SELLER** declares:

- that to his knowledge the **PROPERTY** is not infested by termites;
- that he has not himself carried out or had a company carry out a curative treatment against termites;
- that he has not received any injunction from the mayor to search for termites or to carry out preventive or eradication work;
- that the **PROPERTY** is not located in an area contaminated by termites.

Dry rot

The parties were informed of the damage that could be caused by the presence of dry rot in a building, dry rot being a fungus that develops in the dark, in an unventilated space and in the presence of damp wood.

The building is not currently located in an area where there is a risk of dry rot delimited by a prefectural decree.

The **PROMISING PARTY** declares that it has not noticed the existence of areas of internal condensation, mold or even the presence of crumbling or deformation in the wood or the existence of cottony-looking white filaments, all of the elements among the most revealing the potentiality of the presence of this fungus.

Inspection of the interior electrical installation

In accordance with the provisions of Article L 134-7 of the Construction and Housing Code, the sale of a property for residential use comprising an interior electricity installation carried out more than fifteen years ago must be preceded of a diagnosis thereof.

The **PROPERTY** has an interior electrical installation that is more than fifteen years old.

The **PROMISING PARTY** has had a statement drawn up by the above-named firm, which concludes as follows: "**The interior electrical installation contains anomalies for which it is strongly recommended that action be taken to eliminate the dangers they present.**"

The **BENEFICIARY** is reminded that in the event of electrical accidents resulting from anomalies that may be revealed by the attached statement, its liability could be engaged both civilly and criminally, in the same way that the insurance company could invoke the lack of hazard in order to refuse to guarantee the electrical disaster. In general, the owner on the day of the incident is solely responsible for the state of the electrical system.

Checking the gas installation

In accordance with the provisions of Article L 134-6 of the Construction and Housing Code, the sale of a property for residential use comprising an internal gas installation carried out more than fifteen years ago must be preceded by a diagnosis of it.

The parties declare that the property has a gas installation, the report is attached which reveals the following "*The installation has one or more anomalies*".

Energy performance diagnostic

In accordance with the provisions of Articles L 134-1 et seq. of the Construction and Housing Code, an energy performance diagnosis must be drawn up.

This diagnosis must in particular make it possible to evaluate:

- The characteristics of the accommodation as well as the description of the equipment.
- The description of the heating, domestic hot water and cooling equipment, and indication of the conditions of use and management.
- The insulating value of the property.
- Energy consumption and greenhouse gas emissions.

The label mentioned in the expert report is none other than the ratio of the quantity of primary energy consumed by the property for sale or for rent to the total area of the dwelling. There are 7 energy classes (A, B, C, D, E, F, G), from "A" (GOOD efficient) to "G" (GOOD energy).

A diagnosis established on July 22, 2021 by the firm above named, is annexed to this deed.

The **BENEFICIARY** 's attention is drawn to the fact:

- As of January 1, 2022, if the primary energy consumption of the **PROPERTY** is greater than 330 kilowatt hours per square meter (label F) and per year, the deed of sale or the rental contract must mention the obligation to carry out work to make this primary energy consumption less than or equal to 330 kilowatt hours per square meter and per year before January 1, 2028;
- Then, from January 1, 2028, in these same acts, will be mentioned, if necessary, the non-compliance by the seller or the lessor with the obligation to carry out this work;
- That from January 1, 2023, if the primary energy consumption of the **PROPERTY** is greater than 450 kilowatt hours per square meter and per year (label G), the **PROPERTY** will be prohibited for rental;
- That from January 1, 2028, if the primary energy consumption of the **PROPERTY** is greater than 330 kilowatt hours per square meter (label F) and per year, the **PROPERTY** will be prohibited for rental.

SPECIAL DEVICES

Smoke detector

Article R 129-12 of the Construction and Housing Code prescribes equipping each dwelling, whether it is located in an individual dwelling or in a collective dwelling, with at least one smoke detector bearing the marking CE and complies with harmonized European standard NF EN 14604.

Article R 129-13 of the same Code specifies that the responsibility for the installation of this standardized smoke detector lies in principle with the owner and the responsibility for its upkeep rests with the occupant of the accommodation.

The accommodation is equipped with a smoke detector.

TANK

The PROMISING PARTY declares that the property is not equipped with a tank.

RAINWATER RECOVERY

The PROMISING PARTY declares that the property is not equipped with a recuperator of rainwater.

Boiler maintenance

It is recalled that any building equipped with an oil or gas boiler is subject to the safety rules laid down by articles R 224-41-4 to R. 224-41-9 of the Environmental Code relating to the annual maintenance of boilers whose nominal power is between 4 and 400 kW.

These rules stipulate that this maintenance must be carried out on the initiative of the owner or the association of owners of the building and must be the subject of a maintenance certificate.

The property is equipped with a boiler, the PROMISING will communicate the last proof of maintenance at the time of the sale.

Fireplace/Stove

The **PROMISING PARTY** declares that the **PROPERTY is equipped with a chimney and that the last sweeping took place on January 28th, the PROMISING PARTY undertakes to carry out a new sweeping and to justify to the BENEFICIARY the latter at the latest during the sale .**

ENVIRONMENTAL DIAGNOSTIC FILE

Sanitation

The **SELLER** declares that the building **is connected to a collective sanitation network for domestic wastewater in accordance** with the provisions of article L 1331-1 of the Public Health Code.

Under the terms of Articles L 1331-4 and L 1331-6 of this Code, the parties are informed that the maintenance and proper functioning of the

works to bring domestic wastewater from the building to the public part are subject to the control of the municipality, which can carry out, under penalty and at the expense of the co-owners up to their share, the work essential for these effects .

This work is the responsibility of the co-owners of the building. The competent public service in terms of collective sanitation may compel the co-owners to pay a contribution for the financing of this collective sanitation (L 1331-7 of the Public Health Code). The purpose of this payment is to take into account the savings made by them by avoiding a regulatory individual evacuation or purification installation or the upgrading of such an installation.

It is specified here that any discharge of waste water other than domestic into the collective network requires prior authorization from the town hall or the competent department. As of four months after the date of receipt of this request for authorization, the absence of a response is deemed to be refusal. Any acceptance of this spill may be subject to a participation at the expense of the author of the spill (L 1331-10 of the Public Health Code).

A certificate of conformity was issued by the community of communes CABOURG PAYS D'AUGE on September 9, 2021, which is attached together with a schematic diagram representing the installation.

Said report indicates in the comments "With easement of passage", on this subject the PROMISING PARTY declares to its knowledge and in support of the report annexed to this deed that it would seem that there is a de facto easement of passage of pipe which would cross since the origin of the subdivision different plots.

Radon

Radon is a radioactive gas of natural origin which represents one third of the average exposure of the French population to ionizing radiation.

It comes from the disintegration of uranium and radium present in Earth's crust.

It is present everywhere on the surface of the planet and comes mainly from granite and volcanic subsoils as well as from certain building materials.

Radon can accumulate in enclosed spaces, especially in homes. The means to reduce radon concentrations in homes are simple:

- aerate and ventilate buildings, basements and crawl spaces,
- improve the sealing of walls and floors.

Radon activity concentration (or radon concentration) indoors housing is expressed in becquerel per cubic meter (Bq/m³).

Article L 1333-22 of the Public Health Code provides that the owners or operators of buildings located in areas with potential

radon where exposure to radon is likely to harm health are required to implement the necessary measures to reduce this exposure and preserve people's health.

Under the terms of article R 1333-29 of this Code, the national territory is divided into three radon potential zones defined according to the exhalation flows of radon from the soil:

- *Zone 1: zones with low radon potential.*
- *Zone 2: zones with low radon potential but where specific geological factors can facilitate the transfer of radon to buildings.*
- *Zone 3: areas with significant radon potential.*

Article R 125-23 5° of the Environmental Code provides that the obligation to inform required in areas with level 3 radon potential.

The list of municipalities divided between these three zones is fixed by a decree of June 27, 2018.

The municipality being in zone 1, the obligation of information is not necessary.

State of risks and pollution

A statement of risks and pollution based on the information made available by prefectural order is appended.

To this state are attached:

- mapping of the major risk(s) existing in the municipality with location of the building concerned on the cadastral map.
- the list of natural disaster orders for the municipality.

Natural risk prevention plan

The building is not located within the scope of a natural risk prevention plan

Mining risk prevention plan

The building is not located within the scope of a mining risk prevention plan.

Technological risk prevention plan

The building is not located within the scope of a risk prevention plan technologies.

Seismicity

The building is located in a zone 1.

Radon

The building is not located in a municipality with radon potential classified as level 3.

Absence of claims with compensation

The **PROMISING PARTY** declares that, to its knowledge, the building has not suffered any claims giving rise to the payment of compensation pursuant to Article L 125-2 or Article L 128-2 of the Insurance Code .

Noise Zone - Aerodrome Noise Exposure Plan

The building is not located in a noise zone defined by an airfield noise exposure plan, provided for in article L 112-6 of the Town Planning Code.

ENVIRONMENTAL SITUATION

CONSULTATION OF ENVIRONMENTAL DATABASES

The following databases were searched:

- The database relating to former industrial sites and service activities (BASIAS).
- The database relating to polluted or potentially polluted sites and soils calling for action by the public authorities, for preventive or curative purposes (BASOL).
- The database relating to natural and technological risks (GEORISKS).

The environmental file is annexed to this act.

TAXATION

FISCAL REGIME OF THE SALE

The PROMISING PARTICIPANT and the BENEFICIARY indicate that they do not act in the act as subject as such to value added tax within the meaning of Article 256 of the General Tax Code.

These will be subject to the common law tariff in terms of real estate as provided for by article 1594D of the General Tax Code.

CAPITAL GAINS

The parties acknowledge having received the necessary information from the undersigned and participating notary relating to the provisions relating to the provisions of the capital gains of individuals.

FACULTY OF SUBSTITUTION

The fulfillment of this promise to sell may take place for the benefit of the BENEFICIARY or for the benefit of any other natural or legal person that he will substitute in his rights in this promise, but in this case the original BENEFICIARY will remain jointly and severally liable with the beneficiary. substituted for the payment of the price, the costs and the execution of the conditions and charges.

If article L 271-1 of the Construction and Housing Code is applicable hereto, the substituted beneficiary will have a right of withdrawal pursuant to said article. The exercise by the substituted beneficiary of this right will not imply withdrawal by the original BENEFICIARY, only the substitution being in this case null and void. In order to allow the substituted beneficiary to possibly exercise his right of withdrawal before the expiry date of this promise to sell, the BENEFICIARY acknowledges that this substitution option must be exercised, on pain of inadmissibility, no later than fifteen days before said expiry date.

If the substitute BENEFICIARY cannot avail himself of the provisions of Article L 271-1 of the Construction and Housing Code, the substitution may only be possible for the benefit of a BENEFICIARY who cannot also take advantage of these provisions.

Any substitution may relate only to the entire PROPERTY that is the subject of the promise of sale and their entire property.

The PROMISING PARTY must be notified of this substitution.

The original BENEFICIARY will be personally responsible, with his substitute, for the reimbursement of the sums paid by him in execution hereof; he may not claim any refund from the PROMISING PARTY as a result of the substitution.

Herein, the term BENEFICIARY applies to both the original BENEFICIARY and the substituted beneficiary.

No substitution may take place for the benefit of a person who would like to modify the intended destination of the BENEFICIARY of the PROPERTY.

Finally, it must include on the part of the substituted beneficiary the acknowledgment that substitution is not novation and that the contractual relationship between PROMISING PARTICIPANT and BENEFICIARY concerning the legal condition precedent of article L 313-41 of the Consumer Code is not can only be modified with the agreement of the PROMISING PARTY.

The above option of substitution is only possible free of charge.

TRANSITIONAL PROVISIONS

CLAIM DURING THE VALIDITY OF THE PROMISE

If any disaster strikes the PROPERTY during the period of validity of these presents, the PARTIES agree that the BENEFICIARY shall have the option:

- Either to purely and simply renounce the sale and to be immediately reimbursed for any sum advanced by him if necessary.
- Either to maintain the acquisition of the PROPERTY then totally or partially damaged and to be awarded the indemnities likely to be paid by the insurance company(ies) concerned, without limitation of these indemnities, even if they are higher than the price agreed herein . The PROMISING PARTY intends that in this case the BENEFICIARY is purely subrogated in all its rights with regard to the said insurance companies.

It is specified that the existence of the present could only be called into question by a disaster likely to make the PROPERTY uninhabitable or unsuitable for its exploitation.

The PROMISOR declares that he is up to date with the payment of the premiums and that there is no dispute in progress between him and the company or companies insuring the PROPERTY.

It is understood between the PARTIES that the PROMISING PARTY alone holds the rights arising from the insurance contract until the effective transfer of ownership by the authentic acknowledgment of the realization of these presents, this transfer entailing the transmission of these rights.

PROMISING CUSTODY OBLIGATION

Between the date hereof and the date of entry into possession of the BENEFICIARY, the PROPERTY, and where applicable the FURNITURE, as above-designated, will remain in the custody and possession of the PROMISING PARTY who undertakes to do so.

Accordingly, it is agreed as follows:

Equipment items

The PROMISING PARTY undertakes to leave in the PROPERTY all that is immovable by destination as well as, without this list being exhaustive and subject only to the existence of the elements designated below:

- sealed fireplace plates, inserts;
- curtain rod supports, if they are embedded in the wall;
- sealed overmantels, sealed radiator tops, carpets;
- the door handles as they existed during the visit;
- stair knobs or balls;
- cupboard doors, boards and storage equipment;
- trees, shrubs, roses, plants and flowers in the ground if private garden;
- sanitary equipment and heating and cooling equipment
air conditioning ;
- lighting elements fixed to the wall and/or ceilings, with the exception of
sconces and lights;
- electrical equipment;
- electric heaters;
- cabling and computer sockets;
- all tiles and glazing without breaks or cracks;
- shutters, shutters, awnings and their motors.

The BENEFICIARY may visit the premises just before taking enjoyment of the PROPERTY, and ensure compliance with the above commitment.

Maintenance repair

Until the BENEFICIARY takes possession, the PROMISER undertakes to:

- not make any changes whatsoever;
- deliver the PROPERTY in its current state;
- keep his insurance;
- maintain the PROPERTY's equipment in good working order: water heater, electricity, air conditioning, VMC, sanitary facilities;
- leave the electric lighting wires sufficiently long and fitted with their sockets and bulbs or spotlights or neon lights;
- maintain the PROPERTY and its surroundings;
- protect the installations from freezing in the cold season;
- repair the damage that has occurred since the visit.

The PARTIES will approach each other directly in order to carry out a visit prior to the signing of the authentic deed of sale in order to verify the general condition in relation to what it is to date and to proceed to the statement of the counters.

BENEFICIARY INFORMATION

The **BENEFICIARY** hereby declares that it has read, prior to signing, the anomalies revealed by the mandatory real estate technical diagnoses, the reports of which are attached and the consultation reports of the environmental databases, if applicable.

The **BENEFICIARY** declares to have been informed by the undersigned notary, prior to the signing of these presents, in particular to know:

- the consequences of these anomalies with regard to the insurance contract that will be taken out to cover the building in question,
- the need, either to have a competent professional carry out the work to remedy these anomalies, or to report to the insurance company that will insure the property, the content and conclusions of the said diagnoses,
- that in the absence of having, in the legal forms and deadlines, notified the insurance company prior to the signing of the insurance contract, article L.113-8 of the Insurance Code could be applied reproduced below, this article providing for the nullity of the insurance contract in the event of a claim.

And that as a result, the **BENEFICIARY** could lose all rights to cover and all compensation in the event of a claim, even unrelated to the anomalies in question.

Reproduction of article L113-8 of the Insurance Code:

"Apart from the ordinary causes of nullity, and subject to the provisions of Article L. 132-26, the insurance contract is null in the event of reluctance or intentional misrepresentation on the part of the insured, when this reluctance or this misrepresentation changes the subject of the risk or diminishes the insurer's opinion of it, even though the risk omitted or misrepresented by the insured had no influence on the claim.

The premiums paid then remain acquired by the insurer, who is entitled to the payment of all premiums due as damages.

The provisions of the second paragraph of this article are not applicable to life insurance.

RESUMPTION OF ENGAGEMENT BY THE PROMISING PERSON'S BENEFICIARY

In the event of death of the PROMISING PARTY if it is a natural person, or voluntary dissolution of the said PROMISING PARTY if it is a legal person, before the authentic observation of the realization of these presents, his successors in title, even if they are protected, they will be required to carry out these terms under the same conditions as their author.

The **BENEFICIARY** may request, within fifteen days of becoming aware of the death or dissolution, to be released from the

present due to the risk of an extension of the deadline for their completion following the occurrence of this event.

In the event of a plurality of promising natural persons, this clause shall apply regardless of the death of one or all of the promising persons.

TERMINATION OF ENGAGEMENT BY THE BENEFICIARY'S BENEFICIARIES

In the event of the death of the BENEFICIARY if it is a natural person, or of judicial dissolution of the said BENEFICIARY if it is a legal person, before the authentic acknowledgment of the realization of the present, the present will be null and void. .

It being specified here that the death of only one of the BENEFICIARIES will result in the lapse of these presents if it seems to the second.

With regard to the immobilization indemnity, it will not be due and that paid must be returned, even if the death or judicial dissolution occurs after the fulfillment of the conditions precedent.

NEW STATES - FINDINGS - DIAGNOSTICS

If, before the reiteration of these presents, new legislation protecting the BENEFICIARY were to come into force, the PROMISING PARTY undertakes, at its sole expense, to provide the BENEFICIARY with the necessary diagnoses, findings and statements on the day of the sale.

PROVISION ON EXPENSES

As a provision for costs, the BENEFICIARY pays to the account of the Notarial Office named at the top of this document, the sum of **FOUR HUNDRED EUROS (€400.00)** including:

- State registration fees due to the Public Treasury up to **ONE HUNDRED AND TWENTY FIVE EUROS (125 Euros)**.
- The fees of the notary for the drafting of these presents under article L 444-1 of the commercial code up to **TWO HUNDRED AND FIFTY EUROS (250 Euros)** all taxes included.
- As a provision **TWENTY FIVE EUROS (€25.00)**.

PAYMENT ON STATE - LAND ADVERTISING - INFORMATION

The deed is subject to the state registration fee of **ONE HUNDRED AND TWENTY FIVE EUROS (125.00 EUR)**.

The BENEFICIARY exempts the undersigned notary from having the deed published in the land registration service, contenting himself with subsequently requesting this publication, if he deems it useful, at his own expense. He declares having been informed by the undersigned notary that the publication of a promise of sale in the land registration service has the effect of making it opposable to third parties that if it is a synallagmatic promise of sale, the publication of a unilateral promise only has the effect of informing third parties of the existence of the promise without making the act enforceable. Consequently, only the publication

of a synallagmatic promise opposes the regularization of the sale for the benefit of another purchaser.

It is specified that these do not operate a transfer of ownership within the meaning of article 28 of decree number 55-22 of January 4, 1955, their publication is therefore not mandatory.

In addition, the parties intend to use the possibility reserved by paragraph two of article 1196 of the Civil Code to defer the transfer of ownership to the date of signature of the authentic deed of sale.

POWERS

The PARTIES grant to any clerk of the notarial office named at the beginning of this document, as well as to those, where applicable, of the notary in participation or in competition, with the ability to act together or separately, all powers necessary for the purpose:

- to sign all requests for parts, requests for information, and letters of purge of right of first refusal prior to the sale,
- to draw up and sign any deeds that may prove necessary for the completion of the land registration formalities herein in the event that one of the parties requests the publication of this deed at the land registration service, to carry out all details to bring these in compliance with the regulations on land registration.

ELECTION OF DOMICILE

For the execution of the present, the PARTIES elect domicile at their respective residence or registered office.

In addition, and in the absence of an amicable agreement between the parties, all disputes that may arise from these will be submitted to the court of law of the situation of the PROPERTY.

COMMUNICATION OF DOCUMENTS AND DOCUMENTS

The BENEFICIARY may examine all the items and documents mentioned above directly at the notarial office named at the beginning of these presents, without the latter having the obligation to send them to him as soon as they are received, unless otherwise notified in writing by his part or the need to inform him of the particular constraints revealed by these exhibits and documents.

FACULTY OF WITHDRAWAL

Pursuant to the provisions of article L 271-1 of the Construction and Housing Code, the **PROPERTY** being for residential use and the **BENEFICIARY** being a non-professional in real estate, the latter benefits from the right to retract.

To this end, a copy of this deed with its annexes will be notified to him by registered letter with acknowledgment of receipt. Within ten days from the day after the first presentation of the notification letter, the

BENEFICIARY may exercise the right of withdrawal, by registered letter with acknowledgment of receipt or bailiff's writ, at its sole discretion.

In this regard, the **PROMISING PARTICIPANT** constitutes for its agent Office Notarial 4, rue du Beaudon in PIERREFONDS for the purpose of receiving notification of the possible exercise of this option.

It is hereby specified to the **BENEFICIARY** that:

- in the event that he exercises this right of withdrawal, it will be considered final.
- under article 642 of the Code of Civil Procedure, the period expiring on a Saturday, a Sunday, a public holiday or a non-working day, is extended until the first following working day,
- in the event of multiple purchasers, it is expressly agreed that the withdrawal of only one of them will automatically result in the resolution of these presents.

The provisions of article L 271-2 of the Construction and Housing Code are reported:

"During the conclusion of an act mentioned in Article L. 271-1, no one may receive from the non-professional purchaser, directly or indirectly, any payment in any capacity or in any form whatsoever before the expiration of the withdrawal period, unless expressly provided otherwise by legislative provisions, in particular for contracts having as their object the acquisition or construction of a new residential building, the subscription of shares giving rise to the allocation for enjoyment or ownership of residential buildings and preliminary contracts for the sale of buildings to be built or rental-accession to real estate ownership. If the parties agree to a payment on a date after the expiry of this period and for which they set the amount, the deed is concluded under the condition precedent of the remittance of the said sums on the agreed date.

However, when one of the deeds mentioned in the preceding paragraph is concluded through the intermediary of a professional who has received a mandate to lend his assistance to the sale, a payment may be received from the purchaser if it is made between the hands of a professional with a financial guarantee allocated to the reimbursement of the deposited funds. If the purchaser exercises his right of withdrawal, the professional custodian of the funds shall return them to him within twenty-one days from the day after the date of this withdrawal.

When the deed is drawn up in authentic form, no sum can be paid during the ten-day cooling-off period.

A fine of 30,000 euros is imposed on the fact of demanding or receiving a payment or a commitment to pay in disregard of the paragraphs above.

NOTIFICATION BY ELECTRONIC SENDING

The **BENEFICIARY** agrees that the notification be sent to him by registered letter by electronic mail to the address indicated in the deed, in accordance with the provisions of article 1126 of the Civil Code.

The **BENEFICIARY** acknowledges and guarantees that he has exclusive control of the e-mail account he has indicated himself, both for its regular access and management and for the confidentiality of the identifiers which allow him to access it.

He undertakes to immediately report any loss or misuse of his e-mail account.

Until such notification is received, any action carried out by the **BENEFICIARY** through his e-mail account will be deemed to have been carried out by him and will be the exclusive responsibility of the latter.

In the event of multiple beneficiaries, the above provisions apply intended to apply to each of them.

The **BENEFICIARY** must notify the editor of these presents in the event of non-receipt of the notification of his right of withdrawal within a week, and monitor the possible classification in SPAM by his server of the notification message.

EXECUTION OF THE CONTRACT AND ELECTRONIC SENDING

The parties agree that the sending of a registered letter within the framework of the execution of the contract, when the law allows this form of notification, is made by e-mail to the address indicated in the act, and this in accordance with the provisions of article 1126 of the Civil Code.

They undertake to maintain their address in operation, and to notify, by any means compatible with the written procedure, without delay, their co-contractors and the notarial office of any change or any interruption of the latter (at the exclusion of temporary interruptions).

It is specified that the service provider responsible for the delivery is AR24.

Pursuant to the provisions of Article R 53-3 of the Postal and Electronic Communications Code, the service provider must inform the recipient, by electronic means, that a registered letter is intended for him and that he has the possibility, during a period of fifteen days from the day following the dispatch of this information, whether or not to accept its receipt.

ELECTRONIC ADDRESSES

In order to send documents by registered letter e-mail, the e-mail addresses of the parties are as follows:

- * **Mr. BENSOUSSAN: thomasbensoussan75@gmail.com**
- * **Mrs GRIGNON: carinegrignon75@gmail.com**

MEDIATION

The PARTIES are informed that in the event of a dispute between them or with a third party, they may, prior to any legal proceeding, submit it to a mediator who will be appointed and commissioned by the Notarial Mediation Center of which they will find all the contact details and information. useful on the site: <https://www.mediation.notaires.fr>.

STATEMENT OF SINCERITY

The PARTIES affirm, under the penalties enacted by article 1837 of the General Tax Code, that this deed expresses the full price; they acknowledge having been informed by the editor of these of the tax penalties and correctional penalties incurred in the event of inaccuracy of this affirmation as well as of the civil consequences enacted by article 1202 of the Civil Code.

CONCLUSION OF CONTRACT

The PARTIES declare that the provisions of this contract have been, in compliance with the mandatory provisions of article 1104 of the Civil Code, negotiated in good faith. They claim that it reflects the balance desired by each of them.

RECIPROCAL DUTY OF INFORMATION

Pursuant to article 1112-1 of the Civil Code which imposes on the PARTIES a pre-contractual duty of information, which cannot however relate to the price, the PROMISING PARTY declares to have brought to the attention of the BENEFICIARY all the information available to him, having a direct and necessary link with the content of this contract and the importance of which could be decisive for his consent.

The PROMISING PARTY acknowledges being informed that a breach of this duty would be sanctioned by the implementation of its responsibility, with the possibility of cancellation of the contract if it has vitiated the consent of the BENEFICIARY.

Similarly, the BENEFICIARY declares that it has fulfilled the same commitments, any breach of which may be penalized as indicated above.

The duty to inform is therefore reciprocal.

In addition, in accordance with the provisions of article 1602 of the Civil Code, the PROMISING PARTY is required to clearly explain what he is obligated to do, any obscure or ambiguous pact being interpreted against him.

NOTICE ON THE PROTECTION OF PERSONAL DATA

The Notarial Office has computer processing for the performance of notarial activities, in particular deed formalities, in accordance with Ordinance No. 45-2590 of November 2, 1945.

For the achievement of the aforementioned purpose, the data may be to be transferred to third parties, in particular:

- legally authorized administrations or partners such as the General Directorate of Public Finances, or, where applicable, the land registry, notarial authorities, notarial bodies, central files of the notarial profession (Central File of Last Wills, Minutier Central Electronic Notaries, PACS register, etc.),
- the notarial offices participating in the act,
- the financial institutions concerned,
- specialized consulting organizations for the management of activities notarial,
- the Higher Council of Notaries or its delegate, to be transcribed into a real estate database, concerning acts relating to transfers of buildings for consideration, pursuant to 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 asset freezing 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 third parties may be essential in order to carry out the accomplishment of the act.

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.

In accordance with Regulation (EU) 2016/679 of 27 April 2016, data subjects may access the data concerning them directly from the Notarial Office or the Data Protection Officer appointed by the Office at the following address: Etude of Maître Audrey CHAPRON JACQUETTE, holder of a Notarial Office in PIERREFONDS (Oise), 4, rue du Beaudon
Telephone: 03.44.42.80.37 Fax: 03.44.42.76.78 Email: contact-pn@notaires.fr.

Where applicable, data subjects may also obtain the rectification or erasure of data concerning them or oppose, for legitimate reasons, the processing of such data, except in cases where the regulations do not allow the exercise of these rights. Any complaint may be lodged with the Commission Nationale de l'Informatique et des Libertés.

IDENTITY CERTIFICATION

The undersigned notary certifies that the complete identity of the PARTIES named in this document as indicated at the top of this document following their name or denomination has been duly justified to him.

FORMALISM RELATED TO THE APPENDICES

Appendices, if any, are an integral part of the minute.

When the deed is drawn up on paper, the documents annexed to the deed are covered with a statement noting this annex and signed by the notary, unless the sheets of the deed and the annexes are joined together by a process preventing any substitution or addition.

If the deed is drawn up electronically, the signature of the notary at the end of the deed also applies to its annexes.

OF WHICH ACT without referral

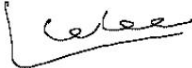
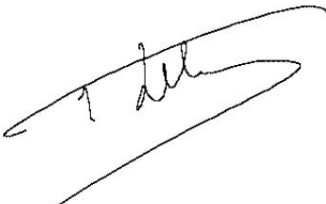
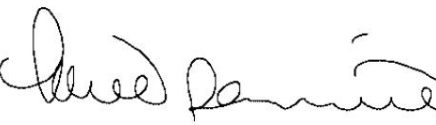
Generated in the notarial office and visualized on electronic medium at the place, day, month and year indicated at the top of this document.

And having read it, the parties have certified the statements as accurate.
concerning, before affixing their handwritten signature on a digital tablet.

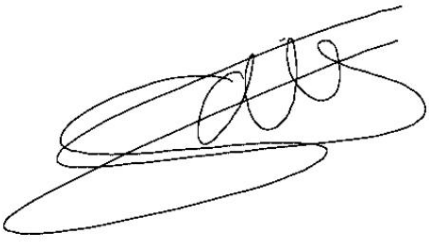
The notary participating remotely collected the image of the signature of the party or parties present or represented in his office and affixed his handwritten signature and then signed it using a qualified electronic signature process.

For his part, the undersigned notary also collected the image of the signature of the party or parties present or represented in his office and affixed his handwritten signature and then signed by the same qualified electronic signature process.

Collection of signature of Me DASSONVILLE-DE GARIDEL-THORON EMILIE

<p>Mrs LEHEC Liliane signed</p> <p>at PARIS CEDEX 17 on September 16, 2021</p>	
<p>Mr. LEHEC Gérard signed</p> <p>at PARIS CEDEX 17 on September 16, 2021</p>	
<p>and the notary Me DASSONVILLE-DE GARIDEL-THORON EMILIE signed</p> <p>at PARIS CEDEX 17 THE YEAR TWO THOUSAND TWENTY-ONE SEPTEMBER 16</p>	

Collection of signature of Me CHAPRON-JACQUETTE AUDREY

<p>Ms. LAISNE Aurélie acting as representative has signed</p> <p>in PIERREFONDS on September 16, 2021</p>	
<p>and the notary Me CHAPRON JACQUETTE AUDREY signed</p> <p>in PIERREFONDS THE YEAR TWO THOUSAND TWENTY-ONE SEPTEMBER 16</p>	