



LES VILLAS DE BEAUVALLON

BAIE DE SAINT-TROPEZ

RESERVATION AGREEMENT

BETWEEN the following parties, this preliminary reservation agreement for a sale before completion is hereby established:

The company named **EMERIGE MEDITERRANEE**, a simplified joint stock company with a capital of €100,000, whose registered office is located at 81 Avenue Simone Veil, NICE (06200), identified by SIREN number 848267282 and registered in the NICE Trade and Companies Register.

Represented by Ms. Sabine BENAICHE, having full powers to this effect, herself represented by Mr. Marco TOSI or Mr. Jacques HAZAN.

The company named EMERIGE MEDITERRANEE, RESERVANT, shall have the right to substitute any legal entity belonging to the EMERIGE Group for the purpose of carrying out the real estate transaction and regularizing sales in the future state of completion.

Hereinafter referred to as "**THE RESERVING PARTY**"
ON THE ONE HAND

AND:

Reservation holder, natural person 1:

Surname, First names: _____

Date and place of birth: _____

Nationality: _____

Occupation: _____

Address: _____

Phone: _____

Email: _____

Represented by _____ under the terms of a power of attorney dated _____ on _____, a copy of which shall remain attached hereto.

And

Reservation holder, natural person 2:

Surname, First names: _____

Date and place of birth: _____

Nationality: _____

Occupation: _____

Address: _____

Phone: _____

Email: _____

Represented by _____ under the terms of a power of attorney dated _____ on _____, a copy of which shall remain attached hereto.

In the case of a marriage : _____

Date and place of marriage: _____

Matrimonial regime, name of the notary and date of the marriage contract: _____

In the case of a civil partnership (PACS) :

Date and place of the District Court: _____

Adopted regime (separation/joint ownership): _____

If acquired by a company

Name of the company: _____

Address of registered office: _____

Registration number and location of the Trade and Companies Register: _____

The said company represented by:

Mr./Ms. _____

Acting jointly and severally, in the event of multiple reservation holders, even if this joint and several liability is not mentioned each time; such joint and several liability also applies to the sale in the event that it is carried out.

Hereinafter referred to as "**THE RESERVATION HOLDER**"
ON THE OTHER HAND

RESERVATION AGREEMENT

This reservation agreement is governed by the provisions of Law No. 67-3 of January 3, 1967, and Implementing Decree No. 67-1166 of December 22, 1967, codified in Articles L. 261-15 and R. 261-25 et seq. of the French Building and Housing Code.

Provided that the conditions allowing this are met and that the conditions precedent referred to in paragraph **3.6** are fulfilled, the **RESERVING PARTY** undertakes, under the terms of this reservation agreement, to offer to **the RESERVING PARTY**, who accepts, within the period indicated below and under the conditions defined below, the sale of the property covered by this agreement in its future state of completion, in accordance with the provisions of Articles L. 261-1 et seq. and R. 261-1 et seq. of the French Building and Housing Code.

In return, the **RESERVATION HOLDER** shall pay the security deposit, the amount of which is determined below.

For the purposes of the deed of sale in future state of completion, it is agreed that completion within the meaning of this deed and the deed of sale shall be understood as defined by Article R. 261-1 of the Construction and Housing Code, reproduced verbatim below:

"A building sold on a forward basis or in a future state of completion is deemed to be completed within the meaning of Article 1601-2 of the Civil Code, reproduced in Article L. 261-2 of this Code, and Article L. 261-11 of this code when the works have been carried out and the equipment essential for the use of the building covered by the contract in accordance with its intended purpose has been installed , with the exception of works which the purchaser reserves the right to carry out pursuant to II of Article L. 261-15 . For the purposes of assessing this completion, defects in conformity with the provisions of the contract shall not be taken into consideration where they are not substantial in nature, nor shall defects in workmanship which do not render the works or elements specified above unfit for use."

"The finding of completion does not in itself imply recognition of compliance with the provisions of the contract or waiver of the rights of the purchaser under Article 1642-1 of the Civil Code, reproduced in Article L. 261-5 of this code, and Article L. 242-1 of the Insurance Code."

This completion shall not include finishing work and landscaping, which may be carried out after delivery of the goods to **the RESERVATION HOLDER**.

Following this, the following has been agreed:

I - GENERAL CONDITIONS

Provided that the conditions for the construction project to go ahead are met, in particular the favorable reception of the project by potential purchasers, the **RESERVING PARTY** reserves for **the RESERVING PARTY**, who accepts, the lots designated in paragraph 3.1 below, considered in their future state of completion and dependent on the real estate project, the nature and progress of which are described in paragraph II - "PROJECT" below.

1.1 Terms and Conditions of Sale

If the proposed sale is concluded, it will take place in the future state of completion, except in the specific case below, on the basis of a sales contract drawn up in accordance with both the provisions of Article 1601-3 of the Civil Code and the provisions of Articles L. 261-1 et seq. and R. 261-1 et seq. of the Construction and Housing Code and the amending and supplementary texts, and under the ordinary and legal charges and conditions applicable in such matters, and in particular under the following obligations that the parties will be required to comply with, namely:

For the **RESERVING PARTY**, now the Seller:

- to sell the premises in question and to carry out the work, undertaking to comply with the plans and descriptive notice of the construction referred to below, subject to any modifications that may be made by the **RESERVING PARTY, now** the Seller, for technical or administrative reasons, provided that this does not result in any increase in price or alteration in quality; and with the exception of work that the **RESERVATION HOLDER** who has become the Purchaser reserves the right to carry out after delivery, in accordance with II of Article L. 261-15 of the French Building and Housing Code, as specified in the description of the property in Title 3 – Special Conditions herein, and, where applicable, the description of the work appended to this contract. Furthermore, the appliances and materials whose type and brand have been indicated in the descriptive notice may be replaced by appliances and materials of equivalent brand and type and ensuring similar or comparable qualitative and quantitative performance;

- to give the **RESERVATION HOLDER**, who has become the Purchaser, the right to use the premises upon delivery of the construction, subject to full payment of the price and any late payment penalties that may be due;
- issue to **the RESERVATION HOLDER**, who has become the Purchaser, a guarantee of completion or reimbursement under the conditions provided for in Articles R. 261-17, R. 261-21 et seq. of the French Building and Housing Code;

For the **RESERVATION HOLDER** who has become the Purchaser:

- pay the price in accordance with the provisions herein;
- pay, from the date of taking possession, the portions of the common charges relating to the lots sold, under the conditions provided for in the co-ownership regulations containing a descriptive statement of division, which shall be drawn up in accordance with customary principles; the sale shall also take place under the terms of the texts establishing the status of co-ownership of the buildings and under all the charges, clauses, and conditions resulting from the co-ownership regulations and the descriptive statement of division;
- allow, from the date of entry into possession, the project owner and/or those involved in the construction work to enter the premises on working days for the purpose of removing any reservations, recording them, and obtaining certification of non-contestation of the conformity of the work;
- bear and pay all duties and taxes, real estate security contributions, notary fees including all taxes and, in general, all costs incurred by the sale.
- bear and pay all costs, duties, and taxes relating to any loans requested by him.

The Seller shall retain the status of project owner and shall also have the irrevocable power to sign, after the sale, if necessary, any agreement for the transfer of land, common courtyards, easements, or other items necessary for the completion of the real estate complex.

SPECIAL CASE

If this contract is concluded on a date such that the building is actually completed before the signing of the authentic deed, the premises will be sold as completed within the meaning of Article R. 261-1 of the French Building and Housing Code, with finishing work possibly still in progress.

In this case, the deed of sale shall provide for the **RESERVATION HOLDER** to take possession upon signing, with full power being conferred on **the RESERVATION HOLDER** to carry out the finishing works.

It shall also provide for the **RESERVATION HOLDER** to benefit from the warranty against apparent defects and non-conformities (Article 1642-1 of the Civil Code) for one month after taking possession.

1.2 Deadlines

If the sale is concluded, at the initiative of **the RESERVING PARTY**, no later than the date indicated in paragraph **3.3** below, it shall take place at the office of the notary for the program, whose name and address appear in II - "PROJECT," with the assistance, if necessary, of **the RESERVING PARTY's** notary.

In this case, the notary chosen by the **RESERVING PARTY** shall notify the **RESERVING PARTY**, by registered letter with acknowledgment of receipt, of the date of signature and the draft deed of sale; this notification must be made at least one month before the date of signature notified, together with all the documents required by the laws and decrees in force (which may be sent to them in electronic form, such as on a CD-ROM or USB stick).

Notwithstanding any contrary provisions in the deed, the **RESERVATION HOLDER** irrevocably agrees, in accordance with the provisions of Article 1126 of the Civil Code and Article 43.1 of the European eIDAS Regulation, that all or part of the documents to be notified to it for the purposes of the performance of the contract, and in particular all those required for the exercise of the right of withdrawal by **the RESERVATION HOLDER**, any formal notice or notification, shall be notified to them by the **RESERVING PARTY** and/or the notary chosen by the **RESERVING PARTY**, by registered electronic mail to be sent to each of the following email addresses:

Reservation Holder 1:@.....

Reservation Holder 2:@.....

Or, in the case of a single shared address:

.....@.....

In this regard, the parties agree that all notifications to be made hereunder, in particular under the provisions of Articles L. 271-1 and R. 261-30 of the French Building and Housing Code, may be validly made:

- either by registered letter with acknowledgment of receipt sent to the current address of the **RESERVATION HOLDER** as indicated above

- or by registered electronic mail in accordance with the provisions of Article L 100 of the French Postal and Telecommunications Code, partially reproduced below:

"I. – Registered electronic mail is equivalent to registered letter, provided that it meets the requirements of Article 44 of Regulation (EU) No. 910/2014 of the European Parliament and of the Council of July 23, 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

Where the recipient is not a professional, they must have given the sender their consent to receive registered electronic mail.

The service provider may propose that the content of the item be printed on paper and then forwarded to the recipient under the conditions set out in Book I of this Code.

II. – A decree of the Council of State shall determine the procedures for implementing this article (...).

The **RESERVATION HOLDER** declares that they have the technical means to access electronic registered mail from the above-mentioned email account and a reliable web browser. In particular, they declare that they have an email account with sufficient free space to receive such notifications.

The **RESERVATION HOLDER** undertakes to communicate any change of email address and not to filter notifications.

The **RESERVATION HOLDER** acknowledges and guarantees that they have exclusive control over the email account they have provided, both in terms of access and management, and in terms of the confidentiality of the login details that allow them to access it.

They undertake to report any loss or misuse of their email account immediately. Until such notification is received, any action taken by the **RESERVATION HOLDER** through their email account will be deemed to have been taken by them and will be their sole responsibility.

In the event of multiple **RESERVATION HOLDERS**, the above provisions shall apply to each of them, as they acknowledge.

If the **RESERVATION HOLDER** has not signed the authentic deed by the date indicated in paragraph **3.3** below, the **RESERVING PARTY** may instruct the notary responsible for receiving the deed of sale to send the **RESERVING PARTY**, by extrajudicial document, a summons to appear on the date and at the time set by the notary, at the office of the notary drafting the deed, for the purpose of signing the sale. If the **RESERVEE** fails to appear to sign the deed on the date specified in the summons, the notary shall be required by the **RESERVING PARTY** to draw up a report of default.

In the above case, as in the case where the **RESERVATION HOLDER** makes known his intention not to proceed with the present reservation, the **RESERVATION MAKER** shall once again be free to sell the lots covered by the present agreement to any person of his choice, and the deposit paid shall remain the property of the latter.

The sale shall only be valid upon signature of the authentic deed.

1.3 Price and terms of payment

1.3.1 Price

The price of the reserved lots is stipulated in paragraph **3.2** below. This price is firm, final, and non-revisable.

This price includes Value Added Tax at the rate mentioned in Article **3.2.3**. In the event of a change in this VAT rate, the price will be adjusted to take into account the impact of this change. In any event, any increase or decrease in the VAT rate shall be borne by **the RESERVATION HOLDER** who has become the purchaser, without recourse against the **RESERVATION MAKER** who has become the seller. In accordance with the provisions of Article 269, 2-a) bis of the General Tax Code, the VAT rate will be determined on each date on which the installments of the price payable in the future are due. Consequently, this rate will not necessarily be the same for each installment of the price stipulated as payable in the future.

The Price does not take into account:

1° - the costs of the notarial deed of sale, including land registration fees, which shall be borne by **the RESERVATION HOLDER**,

2° - the share of the costs of drawing up the co-ownership regulations containing the descriptive statement of division, which shall be borne by **the RESERVATION HOLDER** in proportion to the percentage of common areas allocated to the subject matter hereof,

3° - where applicable, the costs associated with the **RESERVATION HOLDER's** financing,

4° - and the cost of any modification or additional work that may be requested by the **RESERVATION HOLDER** in relation to the descriptive notice appended hereto, provided that such modification or additional work is not the result of a modification initiated by the **RESERVATION MAKER**.

1.3.2 Terms of payment

The price shall be payable according to the schedule indicated in paragraph **3.2.2**, in accordance with the provisions of Article R. 261-14 of the French Building and Housing Code.

It is specified that the stages of progress of the work or delivery, set out in paragraph **3.2.2**, shall be assessed in relation to the premises sold and/or the buildings to which they belong.

Payments must be made within fifteen (15) calendar days of the **RESERVING PARTY** sending each certificate of progress of the work, drawn up in accordance with the conditions specified in the deed of sale, except for the payment due on delivery, which must be made at the same time as the delivery report is drawn up.

Payment of the price shall be guaranteed by the seller's lien or legal mortgage, reserved for **the RESERVING PARTY** independently of the right of rescission to which it shall be entitled.

1.3.3 Possible compensation in the event of a delay in signing the deed of sale

In the exceptional event that the **RESERVING PARTY** agrees, at the request of **the RESERVING PARTY**, to postpone the date of signing the deed of sale beyond the date indicated in paragraph **3.3** below, the sale price of the lots designated in paragraph **3.1** shall be increased by a penalty calculated at the rate of one percent per month of delay, with each month commenced being considered as due, as compensation for the loss suffered by the **RESERVING PARTY** as a result of the delay in the sale, in particular to take into account the additional financial costs incurred by the latter.

This compensation shall apply for the period beginning after the date indicated in paragraph **3.3** below.

1.4 Estimated delivery date

The estimated delivery date is indicated in paragraph 3.4.

This estimated delivery date may be adjusted prior to the formalization of the sale agreement for a property under construction before a notary, depending on the actual progress of the work and the revision of the execution schedule, without any recourse against the **RESERVING PARTY**.

After the sale agreement has been formalized by a notarized deed, the estimated delivery date may only be delayed due to the occurrence of a force majeure event or, more generally, a legitimate cause for suspending the delivery deadline.

For the purposes of these provisions, the following shall be considered as:

① a case of force majeure:

- any case of force majeure as defined by Article 1218 of the Civil Code or usually accepted by case law;

② legitimate causes for suspension of the delivery period:

- flooding, fire, aircraft crash;

- delays resulting from the repercussions on the construction site of any disturbance resulting from acts of hostility, war, riots, revolutions, natural disasters, cyclones, lightning, earthquakes, or any other catastrophic natural phenomenon, particularly due to resulting restrictions on activities and/or traffic and/or supplies (of energy and/or materials) and/or measures implemented in response thereto;
- illegal occupation, as applicable, of the land, construction site, or building complex;
- general disruption of energy supplies;
- shortage of equipment or materials necessary for the completion of the construction site;
- direct or indirect effects of explosion, heat release, or radiation;
- delays resulting from the impact on the construction site of any epidemic or pandemic, particularly related to the spread of the SARS-CoV-2 coronavirus, due in particular to restrictions on activities and/or movement and/or supply (of energy and/or materials) resulting therefrom and/or measures implemented to respond thereto; this legitimate cause for suspension of deadlines being independent of all other legitimate causes provided for herein and in no way depriving them of effect, even if they originate from this epidemic or pandemic;
- strikes, whether general, partial, or specific to the socio-professional sector of construction and/or its related industries or suppliers, or specific to companies working on the site, including strikes affecting subcontractors and suppliers, or the socio-professional transport sector, or strikes affecting a public service that disrupts the progress of the site;
- strikes by state public services;
- bad weather and climatic phenomena recorded by a certificate from the project manager, to which the parties agree to refer in this regard;
- delays resulting from receivership, judicial liquidation, bankruptcy, abandonment of the construction site, or failure of any of the companies working on the construction site, including subcontractors, service providers, or the project manager (if bankruptcy or admission to the judicial settlement regime occurs within the construction period and after the delay has been noted, this clause shall still take effect), or of their suppliers (justification shall be provided by the **RESERVING PARTY** to the **RESERVEE** by means of a copy of any registered letter with acknowledgment of receipt sent by the project manager to the defaulting company or by a certificate from the clerk of the Commercial Court);
- delays due to a company's failure to meet its regulatory and/or contractual obligations, leading to the termination of the contract and the replacement of a company;
- delays caused by the search for or appointment of a new company to replace the defaulting company or companies, which are in receivership or liquidation, and by the supply of materials to the site by the new company;
- delays resulting from anomalies in the subsoil (such as the presence of springs or water resurgence, the nature of heterogeneous terrain requiring special embankments or foundations, the presence of pockets of water or differential settlement, soil pollution, or any other factors requiring special foundations, injections, repairs, or underpinning of neighboring buildings) and, more generally, any factors in the subsoil that may require additional unscheduled work or additional time for completion;

- any delay in the work caused by the discovery of pollution, a source of radioactivity, or an explosive device;
- any delay related to the intervention of the historic monuments department or other administration in the event of the discovery of archaeological remains on the site;
- archaeological excavations imposed by the competent authorities;
- administrative or judicial orders to suspend and/or stop work;
- disruption resulting from accidents and/or incidents occurring on the construction site;
- delays attributable to concessionary companies (ENEDIS, ENGIE, water companies, etc.) and public services responsible for viability and networks;
- obstacles related to public holidays or unusual non-working days;
- theft, damage, or vandalism affecting the construction site and the companies working there, the time required to restock the construction site and repair the damage caused;
- additional time required to carry out modification or additional work requested by the **RESERVATION HOLDER** and accepted by the **RESERVATION MAKER** under the terms and conditions herein;
- delays caused by the **RESERVEE** in confirming its choice of services on the date on which the **RESERVEE** is invited by the **RESERVER** to make its choices;
- delays in payment by **the RESERVATION HOLDER** with regard to both the installments of the sale price and the late payment interest associated with the payment of these installments, as well as the cost of any additional or modification work that the **RESERVATION HOLDER** agreed to carry out;
- delays related to the preventive summary proceedings;
- delays caused by the implementation of new standards that have emerged during the construction work and whose implementation is required by law or regulations prior to delivery;
- delays related to obtaining road permits or permits for cranes to fly over public property;
- delays due to additional time required for technical modifications necessary to obtain environmental labels (in particular NF Logement, NF Habitat, Cerqual, etc.) or related to additional recommendations issued by the certification body's inspection office in order to obtain said labels;
- delays caused by the simultaneous progress of neighboring construction sites (difficulties in access, inability to install cranes, etc.);
- any cyberattack suffered by the **RESERVING PARTY** or any of the companies involved in the construction site.
- Development, maintenance, or any other work required on the La Suane waterway that may delay or prevent access to the site or the completion of certain parts or equipment.

In such a case, the **RESERVING PARTY** shall provide the **RESERVEE** with proof of the occurrence of one of these circumstances.

In the event of force majeure or a legitimate cause for suspension of the delivery deadline, the scheduled delivery date shall be postponed for a period equal to twice the period during which the event in question prevented the work from continuing, in order to take into account the impact of this suspension on the organization of the site.

1.5 Modifications or additional work

The **RESERVEE** may wish to make certain modifications to their apartment plan within the limits of the options offered in the options catalog provided by the **RESERVING PARTY**.

In order to best respond to any requests for modification work in the context of the smooth running of the work, the **RESERVATION HOLDER** who wishes to exercise the option to request modification or additional work must submit their request in accordance with the procedures described below.

The possibility of carrying out modification or additional work is subject to the express agreement of the **RESERVER**, the architect, the project manager, and the inspection office, who may, if necessary, refuse such work, in particular due to technical or administrative constraints or the progress of the construction site, without having to justify their decision to **the RESERVATION HOLDER**.

Under no circumstances may such work prevent the payment of funds corresponding to the progress of construction as defined in this contract.

This work may only be taken into account after the signing of the authentic deed of sale and shall be the subject of a contract for modification work within the period specified in (i) below, accompanied by the payment of either a deposit or the full amount of the said work. The purpose of this contract shall be to set their cost by means of an estimate, their payment terms and, where applicable, the impact of said works on the expected delivery date. The cost of modification or additional works shall not be included in the sale price set in the deed of sale.

It is hereby specified that in the event of a request for modification work by the RESERVATION HOLDER, the latter may not invoke the absence of a cost estimate and modified plan as a reason for postponing the date of notarized signature beyond the deadlines provided for herein. In addition, any documentation relating to the modification work shall remain under private signature and shall not be annexed to the authentic deed of sale.

Procedure for requesting modifications or additional work

(i) Terms and conditions for the admissibility of requests for modifications or additional work

Modifications requested by the **RESERVEE** may only be considered if they are sent to **the RESERVING PARTY** by registered letter with acknowledgment of receipt within the following time limits:

- for technical options (changes to partitions, electrical and plumbing modifications, etc.): no later than August 31, 2026;
- concerning decorative options (changes to floor and wall coverings, installation of cupboards, etc.): no later than the day of the appointment to choose the decorative options.

Each option request file must be accompanied by a check made out to the **RESERVING PARTY** for a lump sum of FOUR HUNDRED AND TWENTY EUROS (€420.00) including all taxes, corresponding to the administrative fees.

The **RESERVATION HOLDER** is informed that their request for modification work will be easier to satisfy if it is submitted to the **RESERVATION HOLDER** as soon as possible.

Any option request sent after the above-mentioned deadlines cannot be processed.

The modification work covered by the modification work contract will benefit from the same guarantees as those relating to the basic services.

Due to the dangers presented by a construction site, the **RESERVATION HOLDER** is strictly prohibited from entering the building under construction and waives any recourse against the **RESERVATION PROVIDER** and the companies working on the site if they fail to comply with this prohibition.

(ii) Terms and conditions for accepting or refusing modification work

After receiving the request for modification work, the **RESERVING PARTY** shall submit this request to the Architect, the relevant design offices, and the project manager in charge of the operation in order to assess its feasibility.

Any request that falls outside the scope of the options catalog cannot be processed.

After analyzing the request, the **RESERVING PARTY** shall inform the **RESERVING PARTY** of its agreement or refusal to carry out the said work.

If the request is accepted, the **RESERVING PARTY** shall send the **RESERVING PARTY** a contract for modification work, to which shall be attached a quote including the cost of carrying out the modification work, as well as the cost of drawing up the plans and studies necessary for the completion of said work.

The **RESERVEE** shall then have a period of fifteen (15) days to confirm its agreement by returning the contract for modification work and the estimate, dated, signed and bearing the handwritten words "bon pour accord" (agreed and accepted), together with a deposit. The deposit shall be 50% of the amount of the quote, payable by check at the time of ordering. The remaining 50% shall be paid at the time of the "Delivery" call for funds.

If **the RESERVATION HOLDER** does not respond within the aforementioned period of fifteen (15) days, this shall be deemed to constitute a waiver of the request for modification work. The sum of two hundred euros (€200.00) representing the administrative costs of the aforementioned request shall be retained by **the RESERVATION HOLDER**.

It is hereby specified that the **RESERVATION HOLDER** must provide the **RESERVATION MAKER** with proof, upon signing the modification work contract, of the availability of funds or the obtaining of additional financing to pay for these modification works.

In the event that the contract for modification works is signed before the signing of the authentic deed of sale in the future state of completion, the aforementioned checks will only be cashed once the **RESERVATION HOLDER** has become the owner. If the deed of sale for the property in its future state of completion is not signed between the parties, the aforementioned checks will be returned directly to **the RESERVATION HOLDER**.

(iii) General conditions for acceptance of modification works

These modification works may only be carried out under the following conditions:

- the work must comply with current regulations on construction, health, safety, and public order (in particular regulations concerning disabled persons), with the building permit and any subsequent amended building permits, with the descriptive statement of division - co-ownership regulations and any amendments thereto, and more generally with all applicable construction regulations;
- the work may not involve the demolition of any existing structures;
- the work must not disrupt the smooth running of the construction site;
- the work must not directly or indirectly infringe on the rights of other co-owners;
- it must not result in any damage to the stability of the building's structures or its sound or thermal insulation, and must not in any way disrupt the progress of the construction site;
- the work must not change the intended use of the premises;
- modification work, if accepted by the **RESERVING PARTY**, shall be carried out by companies already contracted to carry out work on the site. The **RESERVING PARTY** shall not consider any modification work that would involve the use of a company not represented on the site;
- the **RESERVATION HOLDER** shall refrain from intervening directly with the project manager and contractors during the course of the work.

1.6 Security deposit

In consideration of the reservation, which is the subject of this contract, the **RESERVATION HOLDER** shall pay by bank transfer within fifteen (15) days of the date hereof to Maître Pierre-Henry MOTTET, Notary in BEAULIEU-SUR-MER, responsible for receiving the sale in future state of completion on behalf of **the RESERVATION HOLDER**, to a special account opened in the name of **the RESERVATION HOLDER** or opened in the name of the transaction with a section for each **RESERVATION HOLDER**, a security deposit, the amount of which is stipulated in paragraph 3.5 below, which shall remain unavailable, non-transferable, and unseizable in accordance with Article L. 261.15 of the French Building and Housing Code.

This sum paid into the above-mentioned account shall be deducted from the portion of the price payable upon signing the authentic deed in the event of completion of the sale. To this end, upon signing the deed, the **RESERVATION HOLDER** shall give an irrevocable order to the Notary to pay this sum into the account opened in the name of **the RESERVATION HOLDER** with the bank centralizing the transaction.

This sum deposited as a guarantee shall be forfeited to **the RESERVING PARTY** in the event that the **RESERVING PARTY** announces its intention not to sign when all the conditions precedent have been fulfilled, or fails to attend the appointment set for the signing of the deed of sale after having been notified in accordance with the terms of this contract.

Where necessary, the **RESERVEE** hereby gives irrevocable instructions to the Notary to release the amount of the security deposit upon presentation by the **RESERVING PARTY** of:

- a copy of this agreement,
- the receipt for the letter of formal notice to sign the authentic deed,
- the default report drawn up by the project notary.

The security deposit shall be returned to **the RESERVATION HOLDER**:

- in the cases provided for in Article R. 261-31 of the French Building and Housing Code, reproduced below. In such a case, the **RESERVEE** must notify the **RESERVING PARTY** and the depositary of their reasoned request for reimbursement by registered letter with acknowledgment of receipt,

- in the event of failure to fulfill any conditions precedent stipulated in Article **3.6** hereof or if the conditions necessary for the completion of the transaction are ultimately not met.

The security deposit shall also be refunded if the **RESERVING PARTY** exercises its right of withdrawal within the ten (10) day period provided for in Article L.271-1 of the French Building and Housing Code.

If the deposit is not paid within fifteen (15) calendar days of the date hereof, this reservation agreement shall be deemed null and void, if **the RESERVING PARTY** so wishes, after formal notice has been given to **the RESERVEE** by the **RESERVER** or the notary chosen by the **RESERVER**, by registered letter with acknowledgment of receipt, which has remained unsuccessful at the end of a period of eight (8) calendar days from the first presentation of the said registered letter.

The security deposit may under no circumstances be considered a deposit within the meaning of Article 1590 of the Civil Code.

1.7 Reproduction of Articles R. 261-28 to R. 261-31 of the Building and Housing Code

Article R. 261-28

The amount of the security deposit may not exceed 5% of the estimated sale price if the sale is to be completed within one year; this percentage is limited to 2% if the sale is to be completed within two years. No deposit may be required if the sale is to be completed after two years.

Article R. 261-29

The security deposit shall be paid into a special account opened in the name of the purchaser at a bank or institution specially authorized for this purpose or with a notary. Deposits from reservation holders for different premises comprising a building or the same real estate complex may be grouped together in a single account with a separate section for each reservation holder.

Article R. 261-30

The reserving party must notify the reserving party of the draft deed of sale at least one month before the date of signature of this deed.

Article R. 261-31

The deposit shall be returned to the reservation holder without deduction or penalty:

- a) if the contract of sale is not concluded by the seller within the period specified in the preliminary contract;*
- b) if the sale price exceeds the estimated price by more than 5%, revised where applicable in accordance with the provisions of the preliminary contract. This shall apply regardless of the other causes of the price increase, even if they are due to an increase in the size of the property or an improvement in its quality;*
- c) if the loan(s) provided for in the preliminary contract are not obtained or transferred, or if their amount is 10% less than the amount specified in the said contract;*
- d) if any of the equipment provided for in the preliminary contract is not to be installed;*
- e) if the building or part of the building covered by the contract suffers a reduction in value of more than 10% in terms of its consistency or the quality of the planned works.*

In the cases provided for in this article, the reservation holder shall notify the seller and the depositary of their request for reimbursement by registered letter with acknowledgment of receipt.

Subject to the depositor justifying their right to restitution, the refund shall be made within a maximum period of three months from the date of this request.

1.8 Delivery of documents

The **RESERVATION HOLDER** acknowledges having received the documents attached hereto, namely:

- the pre-contractual information sheet,
- the KYC form,
- the site plan,
- the descriptive notice,
- the plan of the reserved villa with its approximate surface area,
- the Risk and Pollution Report – the Airborne Noise Pollution Report,

1.9 Election of domicile

For the execution of these terms and conditions and their consequences, the parties elect domicile as follows:

- the **RESERVING PARTY** at its registered office,
- the **RESERVEE** at its domicile indicated above.
- The **RESERVEE** at its registered office.

1.10 Reproduction of Article 27 of the Law of January 6, 1978, relating to data processing, files, and freedoms

"Persons from whom personal information is collected must be informed:

- whether responses are mandatory or optional,*
- the consequences for them of not responding,*
- the natural or legal persons to whom the information is sent,*
- of the existence of a right of access and rectification."*

The information collected during the various interviews leading to the conclusion of this contract will be used in accordance with the above-mentioned law.

It will be used to prepare the possible deed of sale and is mandatory.

It is included in a commercial file belonging to **the RESERVING PARTY**.

It may be subject to a right of access and rectification.

1.11 Reproduction of Articles L. 271-1 and L. 271-2 of the Construction and Housing Code – Right of withdrawal

Pursuant to the provisions of Article L. 271-1 of the French Building and Housing Code, as the property is for residential use and the **RESERVATION HOLDER** is not a real estate professional, the latter has the right to withdraw.

To this end, a copy of this deed and its appendices will be sent to them by registered letter with acknowledgment of receipt. Within ten (10) days from the day after the first presentation of the notification letter, the **RESERVATION HOLDER** may exercise their right of withdrawal by sending a registered letter with acknowledgment of receipt to the address chosen by the **RESERVATION MAKER**.

The **RESERVEE** is hereby informed that if they exercise this right of withdrawal, it shall be considered final.

In the event of multiple **RESERVATION HOLDERS**:

- the withdrawal of one shall automatically entail the withdrawal of all from the agreement.

- powers are given reciprocally between them in order to withdraw, in the name and on behalf of the other reserving parties, any registered letter with acknowledgment of receipt notifying them of the present agreement in accordance with the aforementioned Article L.271-1.

The provisions of Articles L.271-1 and L 271-2 of the French Building and Housing Code are hereby incorporated:

Article L. 271-1:

"For any act relating to the construction or acquisition of a residential building, the subscription of shares entitling the holder to the use or ownership of residential buildings, or the sale of buildings to be constructed or lease-to-own properties, the non-professional purchaser may withdraw within ten days from the day after the first presentation of the letter notifying them of the act.

This deed is notified to the purchaser by registered letter with acknowledgment of receipt or by any other means offering equivalent guarantees for determining the date of receipt or delivery. The right of withdrawal is exercised in the same manner.

When the deed is concluded through a professional who has been mandated to assist in the sale, this deed may be delivered directly to the beneficiary of the right of withdrawal. In this case, the withdrawal period shall run from the day after the deed is delivered, which must be certified in accordance with the terms and conditions laid down by decree.

Where the contract recording or implementing the agreement is preceded by a preliminary contract or a synallagmatic or unilateral promise, the provisions of the three preceding paragraphs shall apply only to that contract or promise.

Where the contract recording or implementing the agreement is drawn up in authentic form and is not preceded by a preliminary contract or a synallagmatic or unilateral promise, the non-professional purchaser shall have a cooling-off period of ten days from the notification or delivery of the draft deed, in accordance with the same terms and conditions as those provided for the withdrawal period referred to in the first and third paragraphs. Under no circumstances may the authentic deed be signed during this ten-day period.

The deeds referred to in this article shall indicate, in a legible and comprehensible manner, the information relating to the conditions and procedures for exercising the right of withdrawal or reflection.

Any failure to comply with the information obligation referred to in the penultimate paragraph shall be punishable by an administrative fine of up to €3,000 for a natural person and €15,000 for a legal person. This fine shall be imposed under the conditions provided for in Chapter II of Title II of Book V of the Consumer Code.

Article L. 271-2

"When concluding a transaction referred to in Article L. 271-1, no one may receive from the non-professional purchaser, directly or indirectly, any payment of any kind or in any form whatsoever before the expiry of the withdrawal period, except where expressly provided otherwise by law, in particular for contracts relating to the acquisition or construction of a new residential building, the subscription of shares entitling the holder to the use or ownership of residential buildings, and preliminary contracts for the sale of buildings to be constructed or for lease-purchase of real estate. If the parties agree on a payment at a date after the expiry of this period and set the amount thereof, the contract shall be concluded subject to the condition precedent of the payment of the said sums on the agreed date.

However, when one of the deeds mentioned in the previous paragraph is concluded through a professional who has been mandated to assist in the sale, a payment may be received from the purchaser if it is made to a professional who has a financial guarantee allocated to the repayment of the funds deposited. If the purchaser exercises their right of withdrawal, the professional holding the funds shall return them to the purchaser within twenty-one days from the day following the date of withdrawal.

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

Demanding or receiving a payment or a commitment to pay in violation of the above paragraphs is punishable by a fine of €30,000.

1.12 Risk and Pollution Report () – Natural mining or technological hazards, seismicity, radon potential, and polluted soils – Noise exposure plan

The Law of July 30, 2003, on the prevention of technological and natural risks and compensation for damage, created in its Article 77, codified in Article L 125-5 of the Environmental Code, an obligation to provide information in the event of the acquisition or rental of any real estate (built or unbuilt) located in a seismic zone and/or in a prescribed or approved risk prevention plan.

Similarly, Article 94 of the Mobility Orientation Act of December 24, 2019, codified in Article L 112-11 of the Urban Planning Code, created an obligation to provide information in the event of the acquisition or rental of real estate (built or unbuilt, but suitable for construction) for residential use or mixed professional and residential use, located in one of the noise zones defined by a noise exposure plan.

The following documents, having been approved by the parties, are attached hereto: the Risk and Pollution Report mentioning natural, mining, or technological hazards, seismic risks, risks related to radon and polluted soil, abbreviated as ERP, established less than six months ago, as well as the Airborne Noise Pollution Report relating to the properties covered by this agreement.

In addition, the **RESERVING PARTY** declares that, to its knowledge:

- the properties currently built on the land on which the real estate complex is located have not suffered any damage giving rise to the payment of compensation pursuant to Articles L 125-2 or L 128-2 of the Insurance Code, which occurred during the period in which he was the owner of the said property.
- and that he/she is not aware of any such compensation having been paid for damage occurring prior to the present agreement.

1.13 Protection of personal data

Pursuant to Articles 38 et seq. of Law 78-17 of January 6, 1978, as amended, relating to data processing, files, and freedoms, any natural person has the right to object, on legitimate grounds, to the processing of personal data concerning them.

Any natural person who can prove their identity may require the data controller to rectify, complete, update, lock, or delete personal data concerning them that is inaccurate, incomplete, ambiguous, outdated, or whose collection, use, communication, or storage is prohibited.

Within the framework of this contract, the **RESERVER** processes information relating to **the RESERVEE**, communicated by the **RESERVEE** to **the RESERVER** in order to enable the latter to fulfill its obligations under this contract. This information constitutes "personal data."

To exercise this right, you can send an email to the following address: donneespersonnelles@emerige.com

II – PROJECT

2.1 General description of the project

The **RESERVING PARTY** proposes to undertake the construction of the real estate complex described below, on the land located at **GRIMAUD (83310), 10 Corniche de Bartole**.

Upon completion, the real estate complex will comprise eight single-family villas with one story above ground level, representing a total of:

- a total floor area of 3,288 m²;
- a total garage area of 670 m²;
- a swimming pool area of 400 m² (8x50m²).

The property complex will be subject to co-ownership regulations containing a descriptive statement of division, which will be drawn up in accordance with a deed to be received by Maître MOTTET, Notary in BEAULIEU-SUR-MER (06310), 1 rue Salisbury.

A copy of the descriptive statement of division - co-ownership regulations will be sent to **the RESERVATION HOLDER** prior to the signing of the deed of sale.

2.2 Land situation

2.2.1 Land base

The real estate complex described above will have as its land base the land located at GRIMAUD (83110), 10 Corniche de Bartole, currently registered in the land registry as:

Section	Number	Area
BW	44	10ha 14a 61ca

It is hereby specified that this cadastral reference may be subject to change for administrative reasons.

The **RESERVING PARTY** is the beneficiary of a unilateral promise of sale relating to the parcel comprising the land base .

2.2.2 Administrative Situation

The **RESERVING PARTY** is the beneficiary of a unilateral promise to sell shares in SARL NINE.

SARL NINE filed an application for a building permit registered under number PC 83 068 2000065 on October 12, 2020, completed on December 21, 2020, and January 5, 2021.

Under the terms of this application, authorization was requested for the construction of the real estate complex described above.

SARL NINE obtained, pursuant to Article R 431-24 of the Urban Planning Code, a building permit valid for land division including demolition, number PC 83 068 2000065, issued on 11/01/2021.

Under the terms of this administrative authorization, the Mayor of GRIMAUD has authorized:

- Demolition of a villa under construction
- Construction of 8 villas with garages and swimming pools
- Land development (landscaping, fire department turning area, fire hydrants)
- Regularization of the gate and garbage room

The aforementioned building permit was posted on the site, as evidenced by a report of posting drawn up by Maître Lionel DUCROS, Bailiff in ROQUEBRUNE SUR ARGENS (83380) on March 22, 2021, covering four visits on January 18, 2021, January 21, 2021, February 9, 2021, and March 22, 2021.

To date, this order has not been the subject of any appeal, withdrawal or referral to the prefect.

This decree has now become final.

An initial application for an extension of the building permit was submitted on June 26, 2023, and granted on August 7, 2023, for an extension from January 11, 2024, to January 10, 2025.

A second application for an extension of the building permit was submitted on October 21, 2024, and issued on November 27, 2024, for an extension from January 11, 2025, to January 10, 2026.

The **RESERVING PARTY** reserves the right, without the assistance of **the RESERVING PARTY** being necessary and without the latter being able to object or make any claim whatsoever, to submit any application for a modified permit that it deems necessary, to increase or decrease the number of dwellings, their composition and distribution, and to modify the annexes, with the sole exception of the lots covered by this agreement.

2.2.3 Access – ASA DE BEAUVALLON-BARTOLE

The **RESERVING PARTY** specifies that access to the property complex and its network connections is provided by means of easements granted on the roads of the Authorized Owners' Association of BEAUVALLON-BARTOLE (ASA de BEAUVALLON-BARTOLE) under the terms of a notarized deed dated February 21, 1994.

The **RESERVING PARTY** reiterates:

-that the land on which the property complex is located is not currently included in the scope of intervention of the Association Autorisée des Propriétaires de BEAUVALLON – BARTOLE, whose articles of association were approved by Prefectural Order dated January 20, 1981, and brought into compliance with the provisions of Order No. 2004-632 of July 1, 2004, following a decision by the Owners' Meeting held on August 29, 2009;

-but that in accordance with both the commitments made by the previous owners under the terms of the notarial deed of February 21, 1994, and the terms of the agreements entered into with the ASA of BEAUVALLON – BARTOLE, the property complex must be included within the scope of this owners' association.

For the **BENEFICIARY's** information, it is hereby reiterated that the purpose of this authorized association is *to manage and maintain all common structures and areas within the Perimeter and to carry out any new work that may prove necessary.*

The RESERVATION HOLDER acknowledges that they have been informed that they must join the said association through the Co-owners' Association.

2.3 Notary of the RESERVING PARTY:

The plans, descriptive documents, co-ownership regulations, descriptive statement of division, and any amendments thereto shall be filed in the minutes of the notary's office of:

Maître Pierre-Henry MOTTET
1 rue Salisbury
06310 BEAULIEU-SUR-MER

where the deeds of sale will be signed.

2.4 Security deposit

The security deposits of the reservation holders for this project will be deposited with the notary office at "1 rue Salisbury 06310 BEAULIEU-SUR-MER," where Maître MOTTET practices.

2.5 Construction damage insurance – C.N.R.

In accordance with Articles L. 242-1 et seq. of the Insurance Code, the **RESERVING PARTY** shall, prior to the start of construction, take out "construction damage" insurance covering the entire property complex to which the properties covered by this agreement belong.

In addition, the **RESERVING PARTY** shall take out "Non-Building Contractor" insurance policies and a "All Risks Construction Site" insurance policy with the same Company.

2.6 Guarantees

The following is a summary of the guarantees that will be provided to the **RESERVATION HOLDER** who becomes the purchaser under the sale in future state of completion:

SUMMARY TABLE OF GUARANTEES

Cover	Time limit	Starting point	Text
Apparent defects or apparent non-conformities (before acceptance or before the end of of the month following taking possession)	1 month (action within one year)	The later of the two events: Acceptance or expiry of the month following taking possession	1642-1 and 1648 Civil Code
Sound insulation	1 year	Taking possession	L. 124-4 C.C.H
Perfect completion	1 year	Acceptance of works	1792-6 para. 2 Civil Code
Proper functioning of separable equipment components	2	Acceptance	1792-3 Civil Code
Damage: <ul style="list-style-type: none"> ▪ compromising the solidity of the work; ▪ rendering the work unfit for its intended purpose; ▪ or affecting the solidity of inseparable equipment components 	10 years	Acceptance	1646-1, 1792 and 1792-2 Civil Code

III - SPECIAL CONDITIONS

3.1 Designation of the premises covered by this contract

3.1.1 In the building complex located at GRIMAUD (83310), 10 Corniche de Bartole:

Type	Villa at ____ main rooms	Parking	Cellar
Commercial number			
Apartment living space	_____ sq. ft.		

It is hereby specified that the numbers indicated herein correspond to commercial numbers. They may differ from the lot numbers that will designate them in the descriptive statement of division.

It is expressly agreed that a certain tolerance will be allowed during the execution of the work with regard to the dimensions and surface areas shown on the plan, in particular for technical reasons, without the living area, as defined in Article R. 156-1 of the French Building and Housing Code, of the apartment may vary by more than five percent (5%) from that indicated above, it being agreed that these areas and dimensions will be assessed overall per dwelling and not room by room.

With regard to this area tolerance clause, it is also agreed between the parties that:

- areas with a ceiling height of less than 1.80 meters do not constitute living space and are therefore not taken into account in the calculation of the area tolerance.
- if the total living area of the dwelling is more than 5% less than the living area declared in the deed of sale in the future state of completion, then the **RESERVATION HOLDER** may request the **RESERVATION MAKER** to reduce the sale price of the dwelling sold, in proportion to the area missing beyond the 5% tolerance threshold.

It is expressly agreed that the surface area of annexes (loggias, balconies, terraces, gardens, parking spaces) is not guaranteed; dimensions, levels, and relief are mentioned for information purposes only.

It is also hereby reiterated that, in the event of technical requirements or administrative constraints, inspection chambers, pipes, and underground or exposed ducts may be installed in private gardens, terraces, loggias, or balconies.

3.1.2 Reserved works

In accordance with the provisions of II of Article L. 261-15 of the French Building and Housing Code mentioned in the introduction to these terms and conditions, **the RESERVATION HOLDER** is given the option of carrying out the installation of the kitchen sink, which they will purchase themselves, after delivery.

The cost of this work (cabinet, sink, and mixer tap) is SEVEN HUNDRED AND TWENTY EUROS EXCLUDING TAX (€600 excl. tax).

The RESERVATION HOLDER undertakes to carry out this work and hereby accepts the cost and responsibility for said work. He/she declares that he/she is aware that he/she is required to carry out this work in accordance with the regulations in force and best practice, and that, depending on the nature of the work, he/she may be required to take out the compulsory insurance referred to in Articles L. 241-1 to L. 242-1 of the Insurance Code (construction damage insurance and ten-year civil liability insurance).

This work must:

- have no impact on structural elements;
- not require any work on water falls, fluid supplies, or air ducts located inside the technical ducts belonging to the common areas of the building;
- not involve any modifications to the water supply, drainage, or gas supply pipes requiring work on structural elements;
- not affect air intakes;
- not lead to the modification or relocation of the electrical panel in the dwelling.

In accordance with the provisions of Article L. 261-15 of the French Building and Housing Code, the **RESERVEE** may revoke its decision to reserve the right to carry out the work within thirty (30) calendar days of the signing of this agreement and thus entrust the work to **the RESERVING PARTY**, which shall be required to carry out or have carried out the said work at the price and under the conditions set out above.

If the **RESERVEE** exercises this option, it shall inform the **RESERVING PARTY** by registered letter with acknowledgment of receipt sent to the address referred to in paragraph **1.9**.

Any request submitted after the deadline cannot be taken into account, and the **RESERVEE** shall be deemed not to have waived the performance of the work reserved by it.

3.2 Price

3.2.1 The sale price including tax of the lots designated above , after deduction of the amount representing the reserved works, is:

_____ €
(_____ euros)

It should be noted here that if the **RESERVATION HOLDER** waives, within the period specified in Article **3.1.2**, the right to carry out any reserved work, the value of the initially reserved work waived by the **RESERVATION HOLDER**, representing the sum of €720 including tax, shall be added to the above price.

In the event of the **RESERVATION HOLDER** waiving the performance of the reserved works, the total sale price will be reevaluated at €XXX including all taxes, taking into account the current VAT rate of 20%.

The costs of the notarized deed of sale, i.e., duties and taxes, the real estate security contribution, the notary's fees including tax, and land registration fees, shall be borne by **the RESERVING PARTY**.

These costs do not include those referred to in paragraph **1.3.1**, which remain the sole responsibility of **the RESERVATION HOLDER**.

3.2.2 The price shall be payable as follows:

[normal schedule]

Stage of progress of the work	Percentage	Cumulative
Actual start of work	30	30
Completion of villa foundations	5	35
Ground floor flooring	10	45
Lower floor of the ^{first} floor	10	55
Weatherproofing	15	70
Airproofing	10	80
Completion of partitioning	10	90
Completion of work	5	95
Delivery	5	100

[EMERIGE employee schedule]

Progress of work	Percentage	Cumulative
Actual start of work	20	20
Delivery	80	100

These payment terms comply with the provisions of Article R. 261-14 of the French Building and Housing Code.

Funds will be called for based on the progress of the work, as certified by the project manager.

Any delay in payment will result in a penalty calculated at a rate of 1% per month of delay, prorated from the^{first}day of delay, as compensation for the loss suffered by the **RESERVING PARTY**.

The above price is FIXED, FINAL AND NON-REVISABLE, including VAT at the rate mentioned below in Article **3.2.3**.

3.2.3 Value Added Tax

The price referred to in Article **3.2.1** above includes Value Added Tax at the rate of 20%.

Any change in the VAT rate shall be borne by **the RESERVEE**, without recourse against the **RESERVING PARTY**, as stated above.

3.3 Completion of the sale

The deed of sale shall be signed at the initiative of **the RESERVING PARTY** or the notary chosen by the **RESERVING PARTY**, one month after notification to **the RESERVING PARTY**, as provided for in Article **1.2** above. This signature shall take place at the office of **the RESERVING PARTY's** notary indicated in paragraph **2.3**, within ten (10) working days following the expiry of the one-month period referred to in Article R.261-30 of the French Building and Housing Code following notification of the draft deed, and provisionally, to date, unless the deadline for fulfilling the conditions precedent is extended , **no later than January 31, 2026**.

The deed of sale may not be signed after April 30, 2026. If the sale is not completed within this period, this contract shall be null and void.

3.4 Estimated delivery date

The delivery of the property complex, on which the goods covered by this contract depend, will take place, subject to cases of force majeure and/or legitimate causes for suspension described in paragraph **1.4**, within twenty-eight (28) months of the declaration of commencement of construction by the **RESERVING PARTY**.

The declaration of commencement of construction is expected to be filed no later than January 11, 2026.

Consequently, delivery is expected to take place no later than during the second quarter of 2028.

The **RESERVATION HOLDER** is informed that a letter will be sent to them indicating the delivery date of their property and the conditions under which they may take possession of it.

3.5 Security deposit

As a security deposit and in consideration of this reservation, a sum of:

++++ € (++++ euros)

will be paid, within 15 days of the present date, by the **RESERVATION HOLDER** by **bank transfer to Maître MOTTET, Notary**.

Code bank	Code branch	Account	Key Bank details	IBAN	BIC
40031	00001	0000165939T	91	FR57 4003 1000 0100 0016 5939 T91	CDCG FR PP

If the security deposit is not paid within fifteen (15) calendar days of the date hereof, this reservation agreement shall be deemed null and void, if **the RESERVING PARTY** so wishes, after formal notice has been given to **the RESERVEE** by the **RESERVER** or by the notary chosen by the **RESERVER**, by registered letter with acknowledgment of receipt, which has remained unsuccessful at the end of a period of eight (8) calendar days from the first presentation of the said registered letter.

3.6 Conditions precedent

This reservation agreement is concluded subject to the following conditions precedent:

3.6.1 Signing of the deed of acquisition resulting in land ownership

This contract is subject to the condition precedent of the fulfillment of all the conditions precedent affecting the aforementioned promises of sale, of which the **RESERVING PARTY** is the holder, and the signing of the authentic deed of purchase of the land by the **RESERVING PARTY**.

It is specified that under the terms of the aforementioned promises to sell, the latest completion date has been set at 12/19/2025, without prejudice to the causes for extension stipulated therein.

3.6.2 Obtaining a financial completion guarantee

This contract is subject to the condition precedent of obtaining a financial guarantee of completion, or, where applicable, a guarantee of reimbursement, as provided for in Articles R. 261-17, R. 261-21 et seq. of the French Building and Housing Code.

3.6.4 Condition precedent of obtaining a loan

This reservation agreement is concluded subject to the condition precedent that the **RESERVATION HOLDER** obtains one or more definitive loan offers falling within the scope of Articles L313-1 et seq. of the Consumer Code.

For the purposes of this condition precedent, the following financial characteristics of the loan offers to be obtained have been agreed:

- Lending institution: Any banking institution.

1/ Loan _____

- Maximum amount borrowed: _____

- Minimum repayment period: _____

- Maximum nominal interest rate: _____% per annum (excluding insurance).

2/ Loan _____

- Maximum amount borrowed: _____

- Minimum repayment period: _____

- Maximum nominal interest rate: _____% per annum (excluding insurance).

- Guarantee: these loans shall be secured by collateral on the lots or a guarantee from a financial institution, to the exclusion of any personal guarantee from natural persons (except in the case of personal guarantees to be provided by the partners and managers of the company that is the purchaser).

The **RESERVATION HOLDER** undertakes to submit the loan application(s) within fifteen (15) calendar days of the signing of this agreement to at least two different financial institutions.

Within eight (8) days of submitting the application(s), the RESERVATION HOLDER undertakes to provide **the RESERVATION MAKER** with proof of submission of the loan application(s) by registered letter with acknowledgment of receipt.

The condition precedent shall be fulfilled if one or more definitive loan offers are obtained **by November 15, 2025**, at the latest.

The **RESERVING PARTY** shall be notified of this by the **RESERVING PARTY**.

The **RESERVEE** declares in this regard that, to the best of its knowledge:

- the charges resulting from all of its loans do not exceed the limits allowed by the banks.
- there is no impediment to the granting of these loans, which will be requested.
- there is no obstacle to the implementation of death and disability insurance.
- it declares that it is aware of the provisions of paragraph 1^o of Article 1304-3 of the Civil Code, which states that *"The condition precedent shall be deemed to have been fulfilled if the person who had an interest in preventing its fulfillment has prevented its fulfillment."*

In order to benefit from the protection of this condition precedent, the **RESERVATION HOLDER** must:

- provide proof that they have submitted loan applications to at least two (2) different banks or financial institutions and that they have complied with their obligations under this condition precedent,
- provide proof that they have diligently provided the details and supporting documents requested by them,
- and, no later than the above date, by fax or email confirmed by registered letter with acknowledgment of receipt addressed to **the RESERVING PARTY**, claim that they have not obtained one or more loan offers or have been refused loans by at least two different banks or financial institutions.

In the event that the **RESERVEE** has not provided the required justification within eight (8) calendar days of the formal notice sent to them by the **RESERVING PARTY** or the notary chosen by the **RESERVING PARTY**, the latter may invoke the nullity of the present agreement. As a result, the **RESERVING PARTY** shall regain its full freedom, but the **RESERVING PARTY** shall only be able to recover the security deposit it has paid, if applicable, after providing proof that it has taken the necessary steps to obtain the loan(s) and that the condition has not been breached through its own fault; failing this, the security deposit shall remain the property of **the RESERVING PARTY** in accordance with the provisions of Article 1304-3, paragraph 1^(a) of the Civil Code referred to above.

Until the expiry of the period of eight (8) calendar days following the above formal notice, the **RESERVATION HOLDER** may waive the benefit of the legal condition precedent of Article L. 313-41 of the Consumer Code, either by accepting loan offers on terms less favorable than those expressed above, and notifying **the RESERVING PARTY** of these offers and acceptance, or by expressing an intention contrary to that expressed above, i.e., to no longer take out a loan and confirming this new intention with the handwritten note required by Article L. 313-42 of the said Code; in this case, this new intention and the note shall be notified to **the RESERVING PARTY** in writing.

3.6.4 Absence of a condition precedent for obtaining a loan

It is hereby reiterated that if the **RESERVATION HOLDER** declares that they will pay the sale price in full from their own funds and without the aid, either directly or indirectly, even partially, of a loan, or that the loan or loans necessary for its financing have been obtained by them, they shall affix below, before their signature, the handwritten statement referred to in Article L 313-42 of the Consumer Code. As a result, this reservation contract shall not be subject to the condition precedent of obtaining a loan, as provided for in Article L 313-41 of the Consumer Code.

In order to comply with the requirements of Article L.313-40 of the Consumer Code, the **RESERVATION HOLDER** declares that, in order to ensure the total financing of his/her purchase, he/she does not intend to take out any loan referred to in Article L.313-40 of the Consumer Code. Consequently, the **RESERVATION HOLDER** or, in the event of multiple reservation holders, each of the persons designated under this term, hereby signs the statement required by Article L. 313-42 of the said code and undertakes to repeat this handwritten statement in the deed of sale if the latter is executed.

"I, the undersigned, M..., acknowledge that I have been informed that if, contrary to my statements, I nevertheless take out a loan, I will not be able to avail myself of the provisions of the Consumer Code relating to real estate credit and, in particular, the condition precedent of obtaining such a loan."

Signature

(this statement must be written by each of the reservists and signed by each of the reservists)

3.7 Right of substitution

The reservation contract may be performed for the benefit of **the RESERVATION HOLDER** or for the benefit of any legal entity in which the **RESERVATION HOLDER** is a majority shareholder, but in this case the **RESERVATION HOLDER** shall remain jointly and severally liable with the substitute for the payment of the price, costs, and the performance of the conditions and charges.

By agreeing to be substituted in the benefit of this reservation contract, the substitute shall be automatically bound by all the obligations of **the RESERVER** under the terms of this reservation contract; the substitution shall in no way aggravate the situation of **the RESERVER** or restrict the scope of the provisions herein.

In the event of substitution, the **RESERVER** shall remain jointly and severally liable with the substitute for the proper performance of his obligations under this reservation contract.

The substitution must be notified by registered letter with acknowledgment of receipt to **the RESERVING PARTY**, or by bailiff's writ.

The right of substitution may only be exercised once, may only apply to all of the reserved goods, and is subject to the condition that notification to **the RESERVER** is accompanied by the following documents:

- A certified copy of the substitute's current articles of association,
- A K Bis extract less than fifteen (15) days old,
- A complete organizational chart of the substitute's corporate officers and partners.

In the event of substitution, the **RESERVATION HOLDER** shall be personally responsible for the reimbursement of the security deposit by the substitute.

The RESERVING PARTY may, at any time, substitute any company belonging to the EMERIGE group, without the RESERVING PARTY being able to object or claim any grievance, which it hereby expressly and irrevocably accepts. This substitution shall not have the effect of modifying or aggravating, in any way whatsoever, the rights and obligations of the RESERVATION HOLDER resulting from the present agreement.

3.9 Applicable law – Disputes – Mediation

This contract is subject to French law; the parties agree to submit any dispute, depending on its amount, to the district court or regional court of the place where the property covered by this contract is located.

Nevertheless, with a view to reaching an amicable resolution, the **RESERVEE** must address any complaint to **the RESERVING PARTY**.

In the absence of agreement between the parties, the **RESERVEE** is informed that the **RESERVING PARTY** is subject to the MEDIMMOCONSO consumer mediator, who can be contacted by the following means:

- by post to the following address: Association MEDIMMOCONSO, 1 Allée du Parc de Mesemena – Bât A – CS25222, 44505 LA BAULE CEDEX
- via its website: <http://medimmoconso.fr/>
- by email at the following address: contact@medimmoconso.fr

3.10 Conclusion of the contract

The parties declare that the provisions of this contract have been negotiated in good faith, in accordance with the mandatory provisions of Article 1104 of the Civil Code, and that, in accordance with the provisions of Article 1112-1 of the same Code, all information of decisive importance for the consent of the other party has been disclosed.

The Parties hereby agree to sign this reservation contract electronically in accordance with the provisions of Articles 1366 et seq. of the Civil Code, through the service provider DocuSign, which will ensure the security and integrity of the digital copies of this reservation contract in accordance with the regulations in force relating to electronic signatures.

Each Party undertakes to take all appropriate measures to ensure that the electronic signature of this reservation agreement is made by its representative duly authorized for this purpose.

Each Party acknowledges and agrees that the signing of this reservation agreement through the aforementioned electronic process is carried out with full knowledge of the technology used, its terms of use, and the regulations in force relating to electronic signatures and, consequently, irrevocably and unconditionally waives any right that such Party may have to bring a claim and/or legal action arising from or related, directly or indirectly, to the reliability of the said electronic signature process and/or proof of its intention to enter into this reservation agreement through the aforementioned electronic process.

Done at _____ for the **RESERVATION HOLDER,**

Le _____

Done at PARIS for the **RESERVING PARTY**

Le _____

In _____ copies.

THE RESERVING PARTY

THE RESERVEE

APPENDICES

- Site plan
-
- Plan of the Villa
- Descriptive notice
- status Risks and pollution – Airborne noise pollution status