

File: CTS COUSTE / OLIVER
NUMERO FILE: Orange
Nature: Whole dirty building
REFERENCES:
ACCOUNT NUMBER: 00038421 0001
NOTARY: JLF CLERC: FC

YEAR TWO THOUSAND AND TWENTY-ONE
The

Master Jean-Louis FOURSANS-BOURDETTE, notary in the Limited Responsibility Liberal Exercise Society known as 'ETUDE BAYARD, Associate Notaries' who holds a notarial office headquartered in PAU (Pyrenees-Atlantiques), 33 Bayard Street,

With the participation of **Master Antoine FABRE**, notary at OLORON SAINTE MARIE (Pyrenees-Atlantiques) 9, rue Alfred de Vigny, assistant the VENDEUR.

A RECU this authentic electronic act at the request of the following identified parties, containing: SALE OF A PROPRIETE BATIE.

IDENTIFICATION OF PARTIES

Seller

Mrs Elisabeth Marie COUSTE, retired, living at SAINT MEDARD IN JALLES (Gironde) 5 and 7, rue Benjamin Franklin - The Cedar Park, divorced, not remarried, by Mr Jacques Raphael Antoine QUILICHINI following judgment of the Judicial Tribunal (formerly TGI) of BORDEAUX (Gironde) dated 23 June 1995.

Born in MIRAMONT DE GUYENNE (Lot-et-Garonne) on November 19, 1945.
French national.

Having the status of 'Resident' within the meaning of tax regulations.

Having not signed a civil solidarity pact, so declared.

Mr Jean-Baptiste Auguste COUSTE, psychiatrist, husband of Mrs Jocelyne SITBON living at ASSAT (Pyrenees-Atlantiques) 3, Chemin de Sardeis.

Born in DURAS (Lot-et-Garonne) on August 2, 1947.

Married under the regime of the separation of property outright under the terms of his marriage contract received by Master GARCIA notary in DURAS (Lot-et-Garonne) on February 3, 1974 prior to his union celebrated at the Town Hall of GOES (Pyrenees-Atlantic) on March 2, 1974.

This unmodified regime.

French national.

Having the status of 'Resident' within the meaning of tax regulations.

Marie Antoinette COUSTE, professor of visual arts, wife of Mr Patrick RAFFY living in BORDEAUX (Gironde) 35, Cours de la Somme.

Born in DURAS (Lot-et-Garonne) on April 21, 1949.

Married under the regime of the separation of property outright under the terms of his marriage contract received by Master GARCIA notary in DURAS (Lot-et-Garonne) on October 27, 1974 prior to his union celebrated at the Town Hall of GOES (Pyrenees-Atlantic) on October 31, 1974.

This unmodified regime.

French national.

Having the status of 'Resident' within the meaning of tax regulations.

Mr. Pierre Michel COUSTE, unpro profession, living in BAYONNE (Pyrenees-Atlantiques) 70 Avenue Dubrocq, single.

Born in DURAS (Lot-et-Garonne) on September 29, 1950.

French national.

Having the status of 'Resident' within the meaning of tax regulations.

Having not signed a civil solidarity pact, so declared.

Mrs Anne Lucie COUSTE, pharmacist, wife of Mr. Pierre Luc François VERMEERSCH living in BORDEAUX (Gironde) 44, rue de Landiras.

Born in DURAS (Lot-et-Garonne) on August 26, 1952.

Married under the regime of the separation of property outright under the terms of his marriage contract received by Master YAIGRE notary in BORDEAUX (Gironde) on September 13, 1993 prior to his union celebrated at the Town Hall of BORDEAUX (Gironde) on September 25, 1993.

This unmodified regime.

French national.

Having the status of 'Resident' within the meaning of tax regulations.

Hereafter referred to as 'THE VENDEUR', acting in solidarity with each other.

Purchaser

Sir John Robert OLIVER, plasterer, and **Mrs Shelley Frances ESCOTT**, trade manager, his wife living together at BLACKPOOL (UK) 11, Burwood drive - Lancashire - FY3 8NS.

Born

Mr. John OLIVER in WAKEFIELD (UK) on 28 February 1972.

Shelley ESCOTT in BLACKPOOL, UK, on 25 December 1974.

The couple married to BLACKPOOL (UK) on 1 June 1996.

Without a marriage contract prior to their union.

This unmodified regime. Mr. John OLIVER, an English national, who did not understand French and spoke only in English, to Master Jean-Louis FOURSANS-BOURDETTE, a undersigned notary, who translated both the contents of the act and the explanations provided to the parties.

Mrs. Shelley ESCOTT, an English national, who did not understand French and spoke only in English, to Master Jean-Louis FOURSANS-BOURDETTE, a undersigned notary, who translated both the content of the act and the explanations provided to the parties.

Having the status of 'Non-residents' within the meaning of tax regulations.

Hereafter referred to as 'THE ACQUEREUR', acting in solidarity with each other.

PRESENCE - REPRESENTATION

Mrs Elisabeth COUSTE is here represented by Mr. Jean-Baptiste COUSTE under a power of attorney under electronic signature dated December 23, 2020, which has remained here.

Mr. Jean-Baptiste COUSTE is here.

Marie RAFFY is here represented by Mr. Jean-Baptiste COUSTE under an electronically signed power of attorney dated December 23, 2020, which has remained here.

Mr. Pierre COUSTE is here represented by Mr. Jean-Baptiste COUSTE under a power of attorney under electronic signature dated December 30, 2020, which has remained here.

Ms. Anne VERMEERSCH is here represented by Mr. Jean-Baptiste COUSTE under an electronically signed power of attorney dated December 23, 2020, which has remained below.

Mr John OLIVER and Mrs Shelley OLIVER are here represented by Miss Claire FERRIER, Clerk of Notary under a proxy under electronic signature dated BLACKPOOL (UK) of 8 December 2020 remained attached.

SALE

Here, THE VENDEUR, obliging himself to all ordinary guarantees of fact and law, sells to the ACQUEREUR who accepts, the following property called THE BIEN, the designation of which follows:

DESIGNATION

On the commune of GOES (Pyrenees-Atlantic) 17, Rue de l'Enfant.

A real estate property comprising several buildings including a mansion and a detached house,

Land around

Appearing on the land registry under the following references:

Sect.	Number	Lieudit	Ha	H as	T ha t's it
B	26	ENFAN STREET		10	25
B	27	ENFAN STREET			80
B	704	17 RUE DE L'ENFAN			46
B	707	26 AV JEAN MERMOZ		03	72
B	708	ENFAN STREET		06	01
B	709	ENFAN STREET		48	20
B	717	24 AV JEAN MERMOZ			29
B	718	24 AV JEAN MERMOZ		03	51
B	763	17 RUE DE L'ENFAN		01	01
B	764	17 RUE DE L'ENFAN		09	58
B	765	17 RUE DE L'ENFAN			06
B	766	17 RUE DE L'ENFAN		03	33
B	768	HELENE BOUCHER STREET			57
B	774	HELENE BOUCHER STREET		02	00
Total countenance				89	79

As this building continues and includes, with all its ease, outbuildings and buildings by destination, easements and adjoining, all rights and faculties of any kind, without exception or reservation and as it appears in **ORANGE** tint on the plane certified accurate by the parties remained attached.

Hereafter referred to as "THE GOOD."

NATURE AND QUOTITE

Nature and quotity of rights sold

The good object of these belongs to:
 Mrs Elisabeth COUSTE up to one-fifth in freehold.
 Mr. Jean-Baptiste COUSTE up to one-fifth in freehold.
 Mrs Marie RAFFY up to one-fifth in freehold.
 Mr. Pierre COUSTE up to one-fifth in freehold.
 Ms. Anne VERMEERSCH up to one-fifth in freehold.

Nature and quotity of acquired rights

The GOOD object of these is acquired by Mr. John OLIVER up to half in freehold and Mrs. Shelley OLIVER up to half in freehold.

REFERENCES DE PUBLICATION

Relative effect

(1) Certificate of real estate ownership drawn up following the death of Mr Pierre COUSTE on 21 December 2010 received by Master Philippe YAIGRE, Notary at BORDEAUX on 28 November 2011, an authentic copy of which was published at the mortgage office of PAU 2 on 6 December 2011, volume 2011 P, number 3232.

2) Certificate of real estate property drawn up following the death of Madame Lucienne CESSAC, widow COUSTE dated April 21, 2013 received by Master Philippe YAIGRE, Notary at BORDEAUX on October 23, 2013, an authentic copy of which was published in the Land Advertising Service of PAU 2 on November 6, 2013, volume 2013 P, number 2695.

CHARGES AND CONDITIONS

The charges and general conditions of this act are set out in the second part.

PROPRIETE - ENJOYMENT

AcQUEREUR will own the SALE sold as of today.

He will have the enjoyment of it from that day on, by the actual takeover, the SALE sold being entirely free of rent or occupancy, as the VENDEUR declares and that the ACQUEREUR was able to see by visiting him.

PRICE

This sale is granted and accepted **for the price of TWO CENT FIVE FIVE FIVE CENTS EUROS (255,500.00 euros).**

PRICE PAYMENT

The ACQUEREUR paid this cash price today, as it is the result of the notarial board's accounting. THE VENDEUR acknowledges this and consents to it without reservation.

OF WHICH**AGENCY COMMISSION**

The VENDEUR acknowledges that it owes as a bargaining fee to ABAFIM IMMOBILIER 16 Avenue de la Marne TARBES (High-Pyrenees) under a mandate, the sum of FIFTEEN FIVE CENTS EUROS (15,500.00 euros) all taxes included.

The VENDEUR gives all power to the undersigned notary to pay the commission by his accounting, and by deduction from the sale price.

TAX DECLARATIONS**Capital gains tax**

In order to comply with the legal provisions on real estate capital gains covered by Articles 150 U and following and 1609 nonies G of the General Tax Code, THE VENDEUR states:

- that he has his home at the address listed above and that he depends on the tax centre of:

for Madame Elisabeth COUSTE: MERIGNAC: P106 Avenue du Château d'Eau 33707 MERIGNAC.

for Mr Jean-Baptiste COUSTE: PAU: 6 Rue d'Orléans 64027 PAU Cedex.

For Mrs Marie RAFFY: BORDEAUX: administrative city PRUE Jules Ferry 33090 BORDEAUX.

For Mr. Pierre COUSTE: BAYONNE-ANGLET: 11 Rue VAUBAN BP11-64109 BAYONNE.

for Mrs Anne VERMEERSCH: BORDEAUX: administrative city PRUE Jules Ferry 33090 BORDEAUX.

- that the IMMEUBLE sold belongs to him to have it:

- With regard to the half in bare-ownership, received along with other assets forming a whole of greater importance of Mr Pierre COUSTE who died in BORDEAUX (Gironde) on 21 December 2010, under an act received by Master Philippe YAIGRE, Notary to BORDEAUX, November 28, 2011, an authentic copy of which was published at the mortgage office of PAU 2, December 6, 2011 volume 2011 P, number 3232, for a value for the whole at the time of FIVE CENT THREE FOUR MONTHS (572,000.00 euros) or a share transmitted from TWO CENT FOUR-VINGT-SIX MILLE EUROS (286,000.00)

- With regard to the other half in full ownership, received with other assets forming a whole of greater importance of Mrs Lucienne CESSAC, widow COUSTE who died at SALLEBOEUF (Gironde) on 21 April 2013, according to an act received by Master Philippe YAIGRE, Notary at BORDEAUX, October 23, 2013, an authentic copy of which was published in the Land Advertising Service of PAU 2, November 6, 2013 volume 2013 P, number 2695, average value for the whole at the time of THREE CENT MILLE EUROS (300,000.00 euros) or a share transmitted from CINT FIVE MILLION EUROS (150,000.00)

The added value will be the subject of:

- a declaration to be filed by the notary at the time of the publication of this deed in the real estate file, a copy of which was given today to the VENDEUR who recognizes it.

This return will be accompanied by the amount of tax payable.

In this regard, THE VENDEUR gives the undersigned notary permission to deduct from the price he is entitled, the sums necessary for the payment of tax.
 - a declaration made personally by the VENDEUR with its possible other capital gains, in its annual tax return (Cerfa No.2042 C line 3VZ).

Transfer taxes

For the collection of rights:

THE SELLER STATES:

- not to be subject to value-added tax;
 - that THE SALE sold has been completed for more than five years.
- As a result, this transfer does not enter the scope of the value-added tax.

ACQUEREUR states that it does not make any specific commitments.

As a result, this transfer is subject to the land advertising tax at the common rate provided for by Article 1594 D of the General Tax Code, which is due by THE ACQUEREUR.

Calculating fees

The tax base payable on this transfer consists of:

The price of this sale, two CENT FIVE FIVE FIVE CENTS EUROS.
 Ci €255,500.00

The departmental tax rate is 4.50%.

TAXABLE BASE €255,500	Plate	Rate	Tax
Departmental tax	€255,500	4,50%	€11.498
Communal tax	€255,500	1,20%	€3,066
State levy	€11.498	2,37%	€273
Total			€14.837

Land advertising

The deed will be subject to the merged formality of registration and land advertising at the Land Advertising Service of PAU 1.

Property security contribution under Article 879 of the General Tax Code: 256.00 euros.

MENTION OF CLOTURE

The undersigned notary attests that the standardized part contains all the enunciations of the deed necessary for publication and the fee base.

NORMALEISEE END OF THE GAME

IMMOBILIER ACQUEROR PROTECTION (SRU ACT)

In order to comply with the provisions of Article L.271-1 of the Building and Housing Code, the parties state that this act was preceded by an authentic pre-contract received by Master Jean-Louis FOURSANS-BOURDETTE, Notary at PAU on January 12, 2021.

ACQUEREUR acknowledges that this act was notified by e-recommended letter on January 20, 2021 and acknowledges that it was clearly informed of the possibility of retracting within 10 days.

He states that he did not exercise this ability to retract and that the terms of the sale were in line with those of the pre-contract.

ACQUEREUR states that it has no reservations about this matter. Accordingly, these cases could not be nullified on the basis of the absence of regular notification based on section L. 271-1 of the Building and Housing Code.

The copy of the notification email and the acknowledgment are attached.

STATEMENTS OF THE PARTIES

The parties here and over, attest for themselves or their representatives that nothing can limit their ability to carry out their commitments and state, among other things:

- that their identity and personal legal status are in line with those indicated at the top of these;

- that they are not and have never been in a state of cessation of payments or subject to a procedure of safeguarding, redressing or liquidation of the courts;

- that they are not subject to any conciliation procedure;

- that they are not in a civil, civic or commercial state that obstructs the free disposal of their property;

- that they are not subject to any legal or conventional protection measure (a future protection mandate having taken effect) or the subject of a procedure for resolving situations of over-indebtedness.

- that prior to the conclusion of these, they had exchanged all the information they knew and which could have a decisive importance on their respective decision to contract, whether or not there was a special bond of trust between them;

- that they were also required to find out for themselves all the easily accessible information;

- that they have a perfect knowledge that any breach of this obligation is likely to incur liability on the offending party.

The ACQUEREUR states that it has visited the BIEN and has been able to surround itself with all acquaintances in order to appreciate its condition, consistency, environment and the neighbourhood of the BIEN and not to be aware of a previous sale or pre-contract.

CONSULTATION WITH THE B.O.D.A.C.C.

The undersigned notary states that he has consulted the Official Bulletin of Civil and Commercial Announcements for the following individuals:

VENDEURS and ACQUEREURS

And that no collective procedure emerges from these consultations.

HOME ELECTION

For the execution of these and their aftermath, the parties elect their homes in their respective homes.

GENERAL CHARGES AND CONDITIONS

The sale takes place under the following charges and conditions:

State of the property

The ACQUEREUR takes THE GOOD in its state on the day of the entry into enjoyment, as he saw and visited, without recourse against the VENDEUR for any cause and in particular for the poor condition of the buildings that may exist, the soil or the basement, even hidden defects, error in the designation, the land registry or the cadastral capacity, any difference, did she exceed a twentieth to make her profit or loss; all of this, except for what is possibly specified below with regard to the constructions.

However, in order to comply with the provisions of Article 1626 of the Civil Code, THE SALE guarantees the ACQUEREUR against all risks of eviction, except for any charges reported here.

Easements

The ACQUEREUR endures passive, apparent or occult, continuous or discontinuous easements, which can burden THE GOOD, except to defend itself, and take advantage of those active if there are, all at its own risk, and without recourse against the VENDEUR.

THE VENDEUR states that he has not created any easement and that to his knowledge there are none except those that may result from the natural situation of the premises, the town planning or the law.

THE VENDEUR will bear the consequences of the existence of easements which he would have conferred on the SALE sold and which he would not have indicated here.

Actual Environmental Obligation - Absence

THE VENDEUR states that it has not entered into any contract with a public community, a public institution or a private legal entity acting for the protection of the environment and has not created any real environmental obligations on the BIEN, which the ACQUEREUR acknowledges.

Insurance contract

The ACQUEREUR will make its personal case of the continuation or termination, in the form of law, of all insurance policies underwritten by the VENDEUR for this GOOD.

However, it is expressly agreed between the parties that THE VENDEUR will terminate its insurance policy.

Subscriptions

The ACQUEREUR makes its personal business from the day all existing subscriptions come into use.

Taxes

The ACQUEREUR pays, from the start of the course, all the tax charges related to the BIEN.

Regarding property taxes, the ACQUEREUR paid today to the VENDEUR who gives out, **BY the accounting of the notary undersigned**, the pro-rata of the property tax and the tax of removal of household waste, if any stopped on the amount of the last known tax notice to date.

For the parties, this regulation permanently extinguishes this debt regardless of the possible change to the increase or decrease of these taxes for the current year.

Calculation:

3,831 x 277 days left / 365 days - €2,907.36

The VENDEUR declares and guarantees that it is up to date with the payment of the property tax as well as the household garbage collection tax if necessary, for years prior to the current one.

INFORMATION ABOUT THE PROPERTY SOLD

Right to dispose

THE SALE states that THE GOOD is not subject to any restrictions on its free disposition for any cause, nor of any ongoing proceedings.

Mortgage situation

It is the result of an out-of-formality statement of the head of the VENDEUR, dated January 27, 2021 and extended as of March 15, 2021 that the SALE SALE sale is not subject to any registration.

THE VENDEUR states that, to its knowledge, the mortgage situation has not changed to date.

Occupation of the property

THE SELLER STATES:

- that THE SALE sold is free of any rental or occupation of person or object, requisition or notice of requisition;
- that he did not issue any leave for the release of the saled BIEN.

Technical diagnosis

In accordance with the provisions of Article L.271-4. I of the Building and Housing Code, the VENDEUR provided ACQUEREUR, who recognizes it, with a technical diagnosis including the documents described below.

These documents were prepared by a technician who met the statutory competency criteria, as well as the result of the certificate, a copy of which remained here.

The parties confirm that the price of this sale was set taking into account the conclusions of this technical diagnosis.

Lead poisoning regulations

- Regarding the mansion:

In accordance with the provisions of Article L.1334-5 of the Public Health Code, a lead exposure finding containing the summary reading of building damage and the information leaflet prepared by The Atlantic Control Cabinet on October 20, 2020 remained here.

It reveals ungraded coatings (Class 1 and 2) and gradients containing lead (Class 3).

The diagnosticor is responsible for informing the director of the regional health agency.

AcQUEREUR states that it wants to make its personal business of all the costs and responsibilities related to the risk of exposure to lead without any recourse against THE VENDEUR.

As owner, the ACQUEREUR will then have to inform the occupants and persons involved in the building.

- Regarding the detached house:

In accordance with the provisions of Article L.1334-5 of the Public Health Code, a lead exposure finding containing the summary reading of building damage and the information leaflet prepared by The Atlantic Control Cabinet on October 20, 2020 remained here.

This finding does not show any risk of lead exposure in THE BIEN.

Asbestos regulations

THE SALE states that THE GOOD is within the scope of articles R. 1334-14 and the following sections of the Public Health Code.

- Regarding the mansion:

That the searches carried out, in accordance with Article R. 1334-24 of the same code, **revealed the presence of asbestos**, as it resulted from a diagnosis made by the Atlantic Control Cabinet, on December 5, 2017 on December 16, 2020 remained attached.

The ACQUEREUR states that he became aware of this diagnosis by the handover made to him by THE VENDEUR.

He is obliged to make it his personal affair, without recourse against the VENDEUR.

- Regarding the detached house:

That the research carried out, in accordance with Article R. 1334-24 of the same Code **revealed the presence of asbestos outside**, as well as it results from a diagnosis made by the Atlantic Control Cabinet, on December 16, 2020.

The ACQUEREUR states that he became aware of this diagnosis by the handover made to him by THE VENDEUR.

He is obliged to make it his personal affair, without recourse against the VENDEUR.

State of the building - Termites

- Regarding the mansion:

The bien object here is located in an area bounded by prefectural decree under Article L 133-5 of the Building and Housing Code, i.e. in an area contaminated or likely to be contaminated by termites.

Under Article L 133-6 of the Code above, a statement relating to the presence of termites established by the Atlantic Control Cabinet on October 20, 2020, or less than six months ago, **not revealing the presence of any termite** in the BIEN, remained attached.

The following "various findings" paragraph is referred to literally reported to know:

"Degradations due to rot fungus in the huts, plinths, wall woodwork, wood frames and floors

Degradations due to insects with xylophages larvae (vrillettes, capricorns and nicobiums) on huts, plinths, floors, wall woodwork, stairs, beams, joists and wood frames

In light of the findings regarding the biological degradation agents of wood, we advise the interested person to approach a man of the art who will determine the technical measures to be implemented to put an end to the disorders caused by insects and fungi and who will check the mechanical resistance of the woods. »

- Regarding the detached house:

The bien object here is located in an area bounded by prefectural decree under Article L 133-5 of the Building and Housing Code, i.e. in an area contaminated or likely to be contaminated by termites.

Under Section L 133-6 of the Building and Housing Code, a statement relating to the presence of termites established by The Atlantic Control Cabinet on October 20, 2020, or less than six months ago, **not revealing the presence of any termites** in the BIEN object here, remained here.

The following "various findings" paragraph is referred to literally reported to know:

"Degradations due to rot fungus at the lean-to and sheds in the garden and on the feet of the oil garden

Degradations due by xylophageal larvae insects on floors, huts and lumber."

State of the building - Mérule

THE BIEN **is not included in an area of risk of a misdeed** within the meaning of Section L.133-8 of the Building and Housing Code.

THE VENDEUR states that he did not perform any anti-meule treatment unaware of the presence of a merule in THE BIEN.

Pre-screening of fixed gas installation

- Regarding the mansion:

The SALE states that THE SALE sold is equipped with a fixed gas facility more than fifteen years old.

As a result, this sale is within the scope of Section L.134-6 of the Building and Housing Code, and was diagnosed by Atlantic Control on December 16, 2020, less than three years ago.

The result of this diagnosis is that the facility is **unoured with gas and is non-compliant, compared to the following checkpoints: Anomaly type:**

- **A1 that will need to be repaired at a later date;**

- **A2 which will need to be repaired as soon as possible.**

- Regarding the detached house:

The property **is not equipped with a gas facility** and does not fall within the scope of Article L.134-6 of the Building and Housing Code.

State of Risks and Pollutions

THE VENDEUR states in view of the information made available to him by the Prefect of the department or by the mayor of the commune, that:

Natural, mining and technological risks

- The municipality on which the OBJECT of these is located is not affected by one or more plans for the prevention of natural, mining or technological risks, prescribed, anticipated or approved.

Radon

- THE BIEN is located in a commune defined by the decree of 27 June 2018 delimiting areas with radon potential of the French territory as potential radon, **classified in Zone 1 (1/3)** in accordance with the provisions of Article R.1333-29 of the Code of Public Health.

Soil pollution information

- THE BIEN is not located in the Soil Information Area (SIS).

Seismic zone

- THE BIEN is in an area of medium seismicity (4/5). As a result, the rules of the Building and Housing Code, including technical control, should be respected for new constructions, expansions, elevations or transformations.

Sinister

- THE BIEN has never experienced any claims resulting from natural, mining or technological disasters, for which he made a claim to his insurance company.

A report of the "Risks and Pollutions" dated October 21, 2020, less than six months, was targeted by the parties and remained attached.

Energy performance diagnosis- Regarding the mansion:

THE SALE states that THE BIEN is within the scope of articles R.134-1 and the following of the Building and Housing Code and that it had a diagnosis of energy performance established by the Atlantic Control Firm on December 16, 2020, which remained attached.

The result is: "VIRGO DPE"

The ACQUEREUR acknowledges that it has been informed that, according to Article L.271-4, II of the Building and Housing Code, it cannot avail itself against the VENDEUR of the information contained in the energy performance diagnosis which has only an informative value.

- Regarding the detached house:• For the GAME part:

The property is not equipped with heating equipment and is therefore exempt from the energy performance diagnosis. A certificate dated December 17, 2020 remains attached to this.

• For the RIGHT part:

THE SALE states that THE BIEN is within the scope of articles R.134-1 and the following of the Building and Housing Code and that it had a diagnosis of energy performance established by the Atlantic Control Firm on December 1, 2020, which remained attached.

The result is: "VIRGO DPE"

The ACQUEREUR acknowledges that it has been informed that, according to Article L.271-4, II of the Building and Housing Code, it cannot avail itself against the VENDEUR of the information contained in the energy performance diagnosis which has only an informative value.

State of indoor electricity installation- Regarding the mansion:

The VENDEUR states that THE SALE sold is equipped with an electrical installation of more than fifteen years.

As a result, a diagnosis of this facility was made by the Atlantic Control Firm on December 16, 2020, or less than three years ago, **revealing one or more anomalies.**

A copy of this diagnosis remained attached and THE ACQUEREUR stated that it wished to make its own business of the prescriptions it contained.

- Regarding the detached house:

- For the GAME part:

The VENDEUR states that THE SALE sold is equipped with an electrical installation of more than fifteen years.

As a result, a diagnosis of this facility was made by the Atlantic Control Firm on December 16, 2020, or less than three years ago, **revealing one or more anomalies.**

A copy of this diagnosis remained attached and the ACQUEREUR states that it wants to make its own business of the prescriptions it contains.

- For the RIGHT part:

The VENDEUR states that THE SALE sold is equipped with an electrical installation of more than fifteen years.

As a result, a diagnosis of this facility was made by the Atlantic Control Firm on December 16, 2020, or less than three years ago, **revealing one or more anomalies.**

A copy of this diagnosis remained attached and the ACQUEREUR states that it wants to make its own business of the prescriptions it contains.

Connecting to the sewerage system

THE VENDEUR states that the object of these is served by a collective sewerage network and that it is connected to this network.

THE SALE states that the sewerage system used has not been subject to any compliance checks, but states that the facility is in good working order.

THE ACQUEREUR states that it takes note of this situation and wants to make it its personal matter without any recourse against anyone.

Noise disturbances of airfields

THE SALE states that the IMMEUBLE does not fit within the scope of Article L.112-11 of the Planning Code, in fact it is not located in a noise zone defined by a plan of exposure to airfield noise.

Requirement to install smoke detectors in all residential areas

The undersigned notary recalls that, as of March 8, 2015, any owner of a dwelling is required to install standard smoke detectors.

THE VENDEUR states that the property is not equipped with a smoke detector.

THE VENDEUR acknowledges that he has been warned by the notary that the obligation to equipment the dwelling rests with the owner.

Information on construction, development and transformation

Construction

THE SELLER STATES:

- that the construction of the BIEN object of these has been completed for more than ten years;

- that work has been carried out for less than ten years, **namely: partial repair of the roof following the bad weather of March 2020.**

Work done less than a decade ago

The BIEN, which has been completed for more than ten years and has been the subject of work for less than ten years, is subject to the provisions of Articles 1792 and following of the Civil Code relating to the various guarantees and responsibilities attached to this construction.

Construction insurance

They consist of:

- The ten-year guarantee underwritten by the owner and the participants in the act of building and whose stake requires proof of a construction defect.
- The property damage insurance underwritten by the owner to provide the necessary funds for the repair of damage to the construction, apart from any search for liability.

THE SELLER STATES:

- that, despite his successive qualities as owner and seller after completion and contrary to the provisions of Articles L. 241-1 and L. 242-1 of the Insurance Code, he did not take out any of the liability and damage insurance provided for in articles L. 241-1 to L. 243-8 of the Insurance Code.

- that individuals and companies whose liability may be incurred for work under the 10-year guarantee are:

ADOUR RENOVATION.

- that none of the companies or individuals above has provided a 10-year guarantee for the work carried out.

- that only the invoices for the various works have been handed over by THE VENDEUR, and are here.

- that it will subrogate THE ACQUEREUR in the benefit of any liability actions against these persons or companies or against their insurance relating to construction.

- that he is informed that in the absence of damages insurance, he becomes a debtor of the guarantees imposed on the builders and in particular the failing builders. The ACQUEREUR will therefore be able to turn against him in case of damages without an exonerate clause being inserted into the deed.

For its part, ACQUEREUR states:

- have required the undersigned notary to regularize this transfer in the absence of the Works Injury Insurance.

- to have realized:

Consequences that may result in the occurrence of damage that may be covered;

Its disclosure obligations in the event of a further transfer of the property during the ten-year period from receipt of the work;

- that in the event of damage to the building he will have no alternative but to act against the VENDEUR, which may be untraceable or insolvent, or against the builders or their insurers, but that he could then pay the costs of a lawsuit.

THE VENDEUR and THE ACQUEREUR acknowledge that they have received from the undersigned notary any useful explanations regarding the consequences that may result from the absence of underwriting such insurance policies.

National Housing Agency

THE VENDEUR states that it has not entered into an agreement with the National Housing Agency for repair and improvement work on the purpose of these.

Display contract

THE VENDEUR states that it has not consented to any display contract that may be subject to this title.

Consultation of environmental databases

The following consultations were carried out:

- the base of former industrial sites and service activities (BASIAS);

- the database of polluted or potentially polluted sites and soils requiring government action, as a preventive or curative measure (BASOL);
 - the GEORISQUES database;
 - the basis of the classified facilities subject to authorisation or registration (ICPE) of the Ministry of Environment, Energy and the Sea.
- A copy of the results of these consultations is attached.

Archaeological heritage

The ACQUEREUR acknowledges that it has been informed by the undersigned notary of the provisions of articles L.541-1 and the following provisions of the Heritage Code relating to the archaeological heritage ownership regime which provide for:

Regarding archaeological real estate:

- that, by exception to Article 552 of the Civil Code, archaeological real estate that could possibly be discovered on its land would be owned by the State as soon as it was discovered as a result of archaeological excavations or in the event of a chance discovery;
- that the State will pay the owner of the fund where the property is located an indemnity to compensate for the damage that may be caused to access audit property;
- that if the property is discovered incidentally and gives rise to exploitation, the operator will have to pay the inventor a lump sum payment or, failing that, interest the inventor in the result of the exploitation of the property. The lump sum award and the interest being calculated in relation to the archaeological interest of the discovery.

Regarding archaeological property:

- that, by exception to Articles 552 and 716 of the Civil Code, the archaeological property that could possibly be discovered on its land would belong to the State as soon as they were discovered as a result of archaeological excavations or in the event of a fortuitous discovery, as soon as the scientific interest justifying their conservation is recognized;
- that if the archaeological property uncovered constitutes a coherent whole whose scientific interest justifies the preservation in its integrity, the administrative authority will recognize it and notify the owner;
- that any disposal of a piece of archaeological property or a complex, as well as any division by batch or piece of such a complex, is subject to prior declaration with the State archaeology services.

URBAN PLANNING

Enonciation of documents obtained

The following pieces remained below:

- planning certificate of Article L.410-1, paragraph 1, of the Planning Code issued by the MUNICIPALITY of GOES, September 30, 2020

Added here that it is mentioned in the certificate the following literally reported to know:

"Reserved Location Accommodation (B709p-B26p)

Reserved location 7: construction of a service lane at a maximum of 10m of platform: the opening of the development operation AU rue de l'Enfan (north part).

»

The plan for the reserved location remains attached, as well as an email from GOES Town Hall detailing the situation.

The ACQUEREUR states that it was fully informed of the situation well before that day and purchases the property as it stands with the reserved location.

- a letter from the competent administration dated 02/02/2021 from which it follows that LE BIEN is not subject to any easement of alignment and is not interested in any road operation; said mail also mentions the numbering of the property.

Urban pre-emption right

The BIEN being located within the scope of the right of urban preemption, its alienation gave openness to the right of pre-emption instituted by articles L.211-1 and following of the Planning Code.

As a result, the declaration of intent to dispose of the right of pre-emption has been notified to the holder of the right of pre-emption by recommended letter with acknowledgement, a copy of which and the notice of receipt are attached.

The holder of the right of pre-emption expressly waived the exercise of this right as well as the result of a letter or administrative document regularly covered, as of January 22, 2021, which remained attached.

The transfer can therefore be carried out at the price indicated in the declaration of intent to alienate.

HANDING OVER TITLES

He will not be given any old title to the ACQUEREUR concerning THE GOOD, but he may be issued, at his own expense, those he may need, and will be subrogated in all rights of the VENDEUR in this regard.

ORIGIN OF PROPERTY

The real estate subject to these properties belong to the COUSTE Consorts par following the following facts and acts know:

(1) Purchase by the COUSTE spouses:

The property and rights real estate were acquired by Mr. Pierre Eugène Marie COUSTE and Mrs. Lucienne CESSAC his wife, born know:

Monsieur at OLRON-SAINTE-MARIE (64400), 19 February 1911,

Madame to MIRAMONT DE GUYENNE (47800), June 5, 1920

Indivisible each for half, from:

Mrs. Lucie Françoise COUSTE, Widow in the first marriage and not remarried of Mr. Pierre LAMPLE, without profession.

Born in OLRON SAINTE MARIE (Pyrenees-Atlantic), November 3, 1881.

Next deed received by Master Philippe YAIGRE Notaire at BORDEAUX, on October 28, 1991, an authentic copy of which was published at the^{2nd} Bureau of Mortgages of PAU, November 26, 1991 volume 1991 P, number 9844.

This acquisition took place at the main price of 750,000 francs paid in cash under that deed which contains its release.

(2) Death of Mr. Pierre COUSTE

Mr. Pierre COUSTE died in BORDEAUX (33000) (FRANCE), on 21 December 2010,

Leaving to succeed him:

Her surviving husband, Mrs. Lucienne COUSTÉ above named,

- Heir to his choice, under Article 757 of the Civil Code, the children being all from both spouses, the quarter in full ownership or all in usufruct of the property dependent on the estate, having opted for all the property and rights of the estate in usufruct.

And in the order of the descendants, except the rights of the surviving wife:
 Mrs Elisabeth COUSTÉ
 Mr. Jean COUSTÉ,
 Mrs Marie Antoinette RAFFY née COUSTÉ,
 Mr. Pierre COUSTÉ,
 Mrs Anne VERMEERSCH née COUSTÉ,
 VENDEURS at this time.

As these facts and qualities are found in an act of notoriety drawn up by Master Philippe YAIGRE, Notary at BORDEAUX on 21 June 2011

The transmission by death of the real estate rights was also found in an act of notarized certificate drawn up by Master Philippe YAIGRE, Notary at BORDEAUX on November 28, 2011 An authentic copy of this deed was published at the mortgage office of PAU 2 on December 6, 2011, volume 2011 P, number 3232.

The status issued on this publication was negative for all entries, mentions or seizures.

3-Death of Mrs. Lucienne CESSAC, widow COUSTE:

Mrs Lucienne CESSAC, widow COUSTE died in SALLEBOEUF (Gironde), on 21 April 2013,

Leaving to succeed him:

And in the order of the descendants, except the rights of the surviving wife:
 Mrs Elisabeth COUSTÉ
 Mr. Jean COUSTÉ,
 Mrs Marie Antoinette RAFFY née COUSTÉ,
 Mr. Pierre COUSTÉ,
 Mrs Anne VERMEERSCH née COUSTÉ,
 VENDEURS at this time.

As these facts and qualities are found in an act of notoriety drawn up by Master Philippe YAIGRE, Notary at BORDEAUX on July 22, 2013

The transmission by death of the real estate rights was also found in an act of notarized certificate drawn up by Master Philippe YAIGRE, Notary at BORDEAUX on October 23, 2013 An authentic copy of this act was published in the Land Advertising Service of PAU 2 on November 6, 2013, volume 2013 P, number 2695.

The status issued on this publication was negative for all entries, mentions or seizures.

BALANCE OF CONTRACT

All of the terms of this contract have been negotiated between the parties, and takes into account the reciprocal obligations underwritten here.

LAND PUBLICITY

This act will be submitted by the undersigned notary to the merged formality of registration and land advertising to the competent Land Advertising Service under the conditions and deadlines provided by the legal and regulatory provisions and at the expense of THE ACQUEREUR.

If THE BIEN is subject to registration, THE VENDEUR will be required to report it at its own expense and to justify the execution of the delisting of these registrations, within forty days of the amicable denunciation that will be made to him at the elected residence.

POWERS

The parties, acting in a common interest, give all necessary powers to any employee of the notarial office named at the head of these, to the effect of having any additional or amending acts drawn up and signed to bring this act in accordance with all the land or civil register mortgage documents.

FRESH

The ACQUEREUR will pay all costs, fees and emoluments of these and those that will be the result under or after section 1593 of the Civil Code.

MENTION ON PERSONAL DATA PROTECTION

The Notarial Office processes personal data about the parties for the performance of notarial activities, including formalities of *deeds*.

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

This data may be transferred to the following recipients:

- legally authorized administrations or partners such as the Directorate General of Public Finance, or, if necessary, the land book, notarial bodies, notarial bodies, the central files of the notarial profession (Central File of Last Wills, Minutier Central Electronic Notaries, REGISTER of the PACS, etc.);

- Notarial offices participating in or participating in the deed;

- The financial institutions involved;

- Specialized advisory bodies for the management of notarial activities;

- The Higher Council of Notariat or its delegate, for the production of statistics enabling the valuation of real estate, under Decree No. 2013-803 of 3 September 2013;

- Public or private bodies for verification operations in the search for politically exposed or asset-freezing figures, anti-money laundering and terrorist financing.

These audits are subject to data transfer to a country outside the European Union with data protection legislation recognised as equivalent by the European Commission.

Disclosure of this data to these recipients may be essential in order to carry out the completion of notarial activities.

Documents to establish, record and publish the deeds are kept for 30 years from the completion of all the formalities. The authentic act and its annexes are kept 75 years and 100 years when the act concerns protected minors or adults. Checks related to politically exposed figures, money laundering and terrorist financing are kept 5 years after the end of the business relationship.

In accordance with current data protection regulations, parties may request access to their data. If necessary, they may request the correction or erasure of the data, obtain the limitation of the processing of this data, or object to it for reasons related to their particular situation.

They can also set guidelines for the retention, erasure and disclosure of their personal data after their death.

The Notarial Office has appointed a Data Protection Delegate whom the parties can contact at: cil@notaires.fr If the parties feel, after contacting the Notarial Office, that their rights are not being respected, they may lodge a complaint with a European supervisory authority, the National Commission for Informatics and Freedoms for France.

BASE PERVAL

The parties are informed that the descriptive and economic data contained in this act are partially transcribed into a real estate database, called PERVAL, operated by

Min.not and whose dissemination is intended to facilitate market monitoring and valuation of real estate.

This processing involves anonymous data. The inclusion of this transfer in this database offers parties the opportunity to monitor the value of their property and professionals in the sector to have reliable and up-to-date information on the evolution of the real estate market.

This data does not contain any directly nominative character on the contractors in this act. Under Articles 26 and 27 of Law 78-17 of 6 January 1978, the parties have the right to object to the use of personal information about them to be subjected to computerised processing, as well as a right of access and rectification to Min.not's computer correspondent and freedoms.

This formality entitles the notary to collect the emoluments provided for in Article A. 444-171 of the Code of Commerce.

SINCERITE'S ASSERTION

The parties assert, under the penalties imposed by Article 1837 of the General Tax Code, that this act expresses the full price. In addition, they acknowledge that they have been informed by the undersigned notary of the penalties incurred if this assertion is inaccurate.

The undersigned notary asserts that, to his knowledge, this act is not amended or contradicted by any counter-letter containing price increase.

CERTIFICATION OF PARTIES' IDENTITY

The undersigned notary certifies and certifies that the complete identity of the parties named under these terms, as indicated as a result of their names and denominations, has been regularly justified to him.

CRIMINAL RECORD

In accordance with the provisions of Section L.551-1 of the Building and Housing Code, the undersigned notary conducted a review of the criminal record of CSAREUR.

As a result, Mr John OLIVER and Mrs Shelley OLIVER were not the subject of any definitive conviction to the prohibition of purchase penalty mentioned in the I of above article L.551-1.

The document issued on this consultation will remain attached.

ANNEXES

The electronic signature of the notary at the end of the deed also applies to his annexes.

WHOSE ACT

No referral.

Generated and visualized on electronic media in the study of the undersigned notary, the days, months and years indicated here.

And reading done, the parties certified accurate, the statements concerning them, and then the undersigned notary collected the image of their handwritten signature and signed himself by means of a secure electronic signature process.