



VILLAS & CHALETS
Club Med Ψ

PATRIMOINE

Preliminary descriptive notice

of the Rental Programme
for the Club Med Villas of La Plantation d'Albion Club Med



**PRELIMINARY INFORMATION NOTICE
REGARDING THE RENTAL PROGRAMME OF THE VILLAS
AT THE PLANTATION D'ALBION CLUB MED**

The purpose of this preliminary notice is to summarise the general operation of the "Villas de la Plantation d'Albion Club Med" as far as the owners who choose to join the Lease Management Programme are concerned.

However, this merely consists in preliminary information, drawn up on the basis of the detailed legal documents that will be sent to owners prior to the signature of the deed of sale.

THE RESORT:

The La Plantation d'Albion Club Med Resort, the Club Méditerranée's first 5 Trident Resort, offers its *G.M.s (Gentils Membres)* a high-quality product in terms of accommodation, restaurants and bars, and services available. The Villas at la Plantation d'Albion Club Med complements this high-quality offer.

HOLIDAY MARKETING:

Holidays in the Villas at la Plantation d'Albion are marketed through the Club Méditerranée network and benefit from advertising campaigns, communication media and the international reputation of the Club Med brand.

Prices for holidays at the Villas at la Plantation d'Albion Club Med are established according to Club Med's commercial policy. Club Méditerranée is entitled to perform its activity in whichever way it sees fit and have alone the power to decide such matters as the granting of gratuities and rebates as part of this same sales policy.

OWNERS' OCCUPANCY RIGHTS TO THEIR VILLAS :

Owners may occupy their Villas for six to twelve weeks per year (50% in the high season and 50% in the low season) depending on the occupancy rate.

These occupancy rights begin on the delivery date of the Villa in the case of a Sale of a Property in a Future Stage of Completion, or upon signature of the final deed of sale in the case of Villas already constructed.

The calendar of high and low seasons will be given to owners once a year.

In order to give them the opportunity to specify their periods of occupancy, owners have a priority right on booking provided that they notify Club Méditerranée of the dates of their

holiday weeks eleven months before the season begins (*May 1st for the summer and November 1st for the winter*) and at the latest by the official opening of bookings; Club Med will give owners notice of these dates twice a year.

Once the official opening of bookings has started, Club Méditerranée will not be able to ensure owners availability of their own Villas. However, Club Méditerranée teams will do their best to allow owners to stay in their own Villas unless all Villas in that category have been rented (*Club Med would in this instance refuse to cancel a booking to satisfy an owner*).

The owners' stays in their Villa as part of their occupancy weeks must last for at least 7 nights.

However, owners will have the possibility to book stays lasting less than 7 nights by booking 20 days prior to the first day of the stay at the earliest.

The occupancy rights (*droit de jouissance*) of owners on the Villas apply to the number of people equal to the recognised capacity of their Villa, i.e.:

- 2-bedroom Villa → 4 persons
- 3-bedroom Villa → 6 persons
- 4-bedroom Villa → 8 persons

If they so wish, owners may transfer their occupancy rights (*droit de jouissance*) to others within their circle, provided that this transfer of occupancy (*droit de jouissance*) does not constitute a commercial transaction and that the chosen persons behave responsibly and wisely while staying in the owner's Villa.

This right to 6 to 12 weeks' occupancy (*droit de jouissance*) is granted as a favour to owners and their guests (*subject to the capacity limit of their Villa*) who will then have G.M. status during their stay. They may therefore use the infrastructure and facilities within the la Plantation d'Albion Club Med Resort included in holiday prices, such as restaurants, bars, entertainment, sports activities, Mini Club Med (from 4 to under 11) and Juniors' Club Med (from 11 to under 18), provided that the Resort is not closed for maintenance, works, or booked exclusively by one customer or for any other legitimate reason.

They may also use the facilities provided on payment at the rates applied in the Resort such as: children's clubs at extra cost, such as Petit Club Med (from 2 to under 4), Spa, excursions, boutique and sports activities subject to extra charges such as scuba diving, individual golf lessons, etc.

Booking dates will be firm and definitive two months before the start of the stay. Beyond this date, in the event of cancellation, the occupancy weeks will be deemed as having been used by the owners, and if transportation has been booked with Club Méditerranée, it will be chargeable to the owner. In the event of cancellation, the Club Méditerranée's general conditions of sale of the country where the booking is done will apply and the owner will be required to pay the cancellation fees applicable for transportation and other à la carte services. Occupancy weeks not used cannot be carried over to the following year.

DURATION OF THE LEASE MANAGEMENT CONTRACT:

The acquired Villa is leased back to Club Méditerranée, the lease taking effect as from the delivery date of the Villa to the owner, for a first period expiring on August 10, 2022. The Lease Management Contract is renewable upon agreement of both Parties for an 8-year period, followed by a 7-year period for the second renewal and 5-year period for the next renewals.

If during the term of the lease or its renewal period the owner sells his/her Villa, the new owner must undertake to honour the Lease Management Contract and to leave his/her Villa in the Rental Programme until the lease expires.

RENT:

Outside of the owner's six to twelve occupancy weeks, Club Méditerranée will offer the Villa for rent as part of the holidays which it proposes to its clients. Out of the turnover achieved in renting out all of the Villas which have been affiliated to the rental programme (excluding transportation and à-la-carte services), Club Med deducts all the costs incurred in selling the stays in the Villas (*agency fees, marketing and advertising costs, credit card commissions, distribution costs, etc.*), so as to end up with the net turnover. 25% of this net turnover is then shared out among all the Villa owners. The breakdown of these moneys among the owners is weighted according to the initial sale price before tax of each Villa and the total number of nights during which the Villa was available for rental over the period under consideration (excluding nights during the occupancy weeks of the Villa owner).

Income from the renting price is paid quarterly at the following times: February, May, August and November.

MAINTENANCE AND RENOVATION OF THE LA PLANTATION D'ALBION CLUB MED RESORT:

Under the terms of the Rental Programme, during the operating period, the la Plantation d'Albion Club Med Resort may be closed for works and renovation, so that it always meets high-quality hotel standards. During these periods, the dates and durations of which will be kept as convenient as possible in everyone's interest, the Villas shall not be offered for rent and no compensation will be payable to owners.

Villa owners will not be able to use their occupancy weeks during these periods.

EVERYDAY UPKEEP AND MAINTENANCE OF THE VILLA'S PRIVATE AREA :

Under the terms of the Rental Programme, everyday upkeep and maintenance is provided by the la Plantation d'Albion Club Med Resort, and owners will not be charged for such. The following are considered as everyday upkeep and maintenance: cleaning, plumbing, electrical consumables (*light bulbs, etc.*), air conditioning maintenance contract, swimming pool maintenance, garden maintenance, etc.

The owners who choose the Rental Programme undertake not to change equipment, decoration, and furniture of their Villa until the end of the rental period

VILLA INSURANCE (*PRIVATE AREAS*):

Club Méditerranée Group undertakes to subscribe to insurance policies, on behalf of the owners of Villas under Lease Management, in order to cover:

- The buildings, facilities and fittings;
- The furniture, equipment, goods;
- The loss of rent up to a maximum of 10% of the value of reconstruction of the Property;
- Neighbour and third party claims;
- The liability as owner of a building.

The policies shall insure, in particular, against the risks of fire, explosion, lightning, water damage, riots, strikes, natural calamities (cyclone, tidal waves, flood, earth quake, volcanic eruption), to the extent that these insurance covers are reasonably available on the insurance market.

RESERVE FUND:

Villa owners entering the Rental Programme must join the reserve fund intended to pay the costs of replacing Villas' furnishings and equipment, the frequency of which will be decided according to wear and tear, and such that the rented property always meets high-quality product standards.

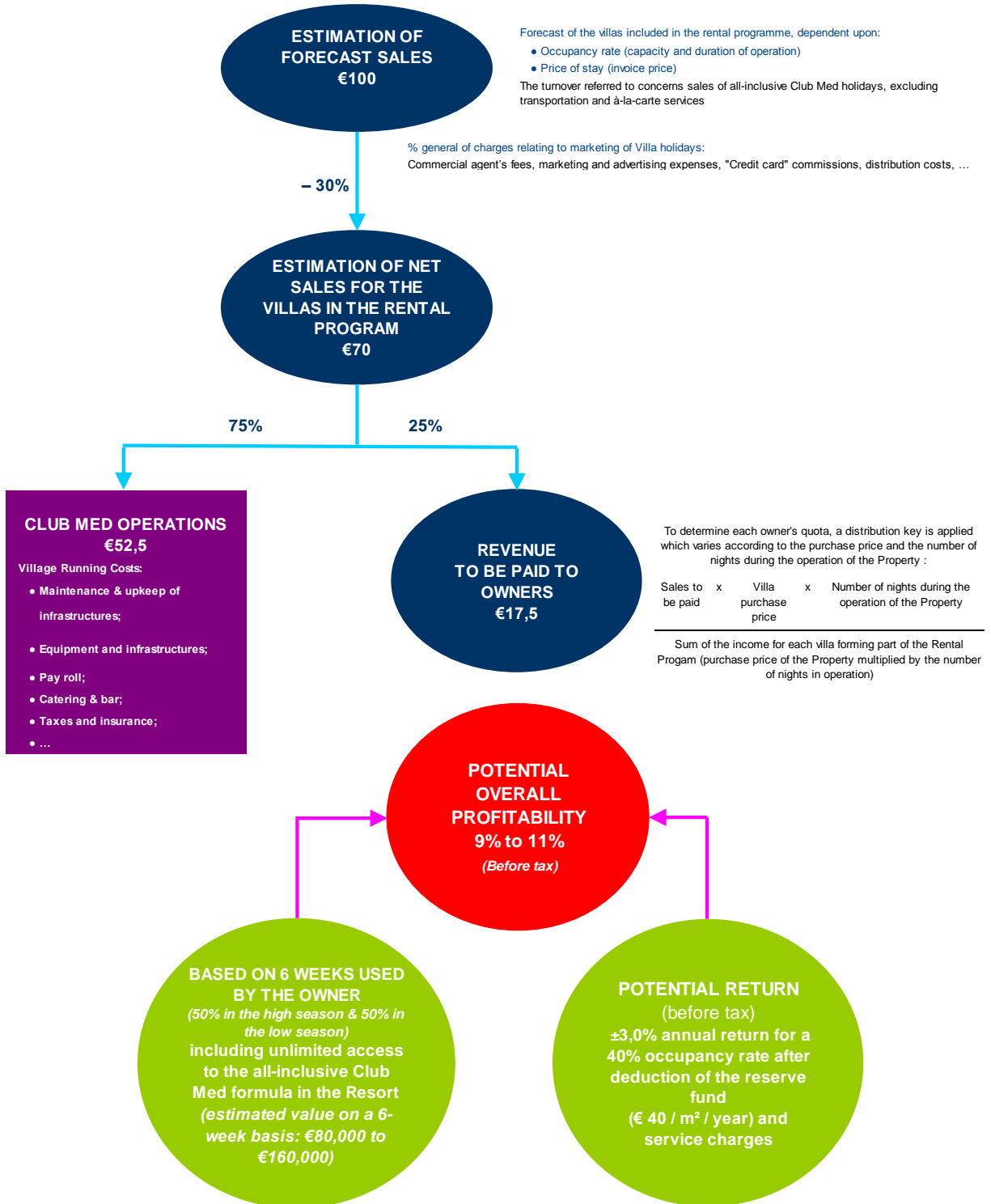
For information, contributions to the reserve fund are currently estimated at € 40/m²/year.

CO-OWNERSHIP EXPENSES (*COMMUNAL AREAS*):

These costs are payable by the owners and are managed through the creation of an owners' association which is also responsible for ensuring compliance with the owners' association specifications (cahier des charges).

EXAMPLE OF A CLUB MED VILLA OF ALBION UNDER LEASE MANAGEMENT

(estimation based on 6 weeks used by the owner)



The Real Estate Developer exercised all due diligence, but does not guarantee that the information set forth herewith is exhaustive. The terms and conditions set forth in this Document do not constitute a contractual commitment. The Real Estate Developer shall not be held liable should information in this Document be insufficient, incomplete or inaccurate. This Document, as well as any other documents which will be given to you at a later stage, contains information which might be subject to modifications or updating according to future evolutions. This scenario doesn't take into account the fiscal situation of the owners and the taxation given the fiscal situation of the owners.