

STANDARD TEMPORARY OCCUPANCY AGREEMENT (COT)

Agreement for the temporary occupancy of the public domain creating real rights
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Between

[details]

Hereinafter “the Beneficiary”,

And

The Syndicat Mixte Régional des Ports de Caen-Ouistreham , Cherbourg et Dieppe, operating under the name of “Ports of Normandy”, registered at 3 rue René Cassin, 14280 Saint-Contest, France, represented by its President-in-Office duly empowered by virtue of [a resolution....]

Hereinafter “Ports of Normandy”

Article 1 – Nature and scope of the agreement authorising occupancy of the public domain

1.1 – Scope of the agreement

This agreement is granted with a view to [...]

The Beneficiary shall be personally responsible for obtaining all the necessary authorisations for the execution of planned structures, buildings and facilities.

A Beneficiary who undertakes to [...] shall not be entitled to make any claim in respect of the size and layout of the occupied lot in the public domain with which the Beneficiary is deemed to be familiar.

1.2 – Nature of occupancy

The Beneficiary is authorised to occupy the land designated below belonging to the public domain of Ports of Normandy as delimited in the plan appended to this agreement:“ ... ”

This agreement creates real rights pursuant to Articles L 1311-5 *et seq.* of the General Local Authorities Code (CGCT).

As said real rights may be mortgaged to guarantee the loans contracted to finance the construction operation described below, they are granted for a duration equivalent to the repayment period of the corresponding loan (€... million). The repayment schedule for the loan shall be provided no later than the effective date of this agreement.

Article 2 – Term of the occupancy agreement

This agreement is granted on a revocable at will basis for [...] full, consecutive years. It shall take effect from the date of its signature by both parties and shall end on [...].

Under no circumstances may this agreement be extended.

Article 3 – Rights and obligations of the Beneficiary

Throughout the period of validity of occupancy, as well as, where applicable, throughout the period of suspension of a revocation pronounced in application of Article 10 below and within the limits of Articles L 1311-5 *et seq.* of the CGCT, the Beneficiary shall have the prerogatives and obligations of the owner over the land, structures, buildings and facilities, the erection of which has been planned for the undertaking of the activity authorised by this agreement.

Article 4 – Character of occupancy

The Beneficiary is obliged to occupy and use [...] itself directly under its own name without discontinuity.

Article 5 – Upkeep and operation of the structures

Throughout the period of occupancy, the Beneficiary shall keep the buildings erected on the occupied land and any fixtures and fittings added to them in a good state of repair, such as to guarantee the permanence of their operation and the quality of their appearance. The Beneficiary will replace, at its own expense, all elements of the building and fixtures and fittings, as and when necessary.

Article 6 – Liability in case of damage

The Beneficiary shall be liable for any damage caused by the construction, operation or removal of the buildings and facilities. The Beneficiary shall be responsible for repairing damage caused by the Beneficiary itself or any person working on its behalf to the roads, utilities [...] where the land at its disposal is located.

Article 7 – Insurance

The Beneficiary shall take out property damage and public liability insurance with an insurance company.

These insurance policies shall cover public liability, fire risk, contiguity risk, flood, explosion and electrical damage, and any other damage that may occur during the period of provision.

The policies taken out shall cover Ports of Normandy against third party claims on any grounds whatsoever arising from use of the domain.

The Beneficiary shall take all steps to terminate the policies in due course such that no action may be taken against Ports of Normandy for the continuation of such policies once this agreement has expired.

The Beneficiary will provide Ports of Normandy with copies of the insurance policies and endorsements within one month of signing them.

Article 8 – Taxation

All taxes and levies of any kind related to the occupancy of the domain covered by this agreement or to its operation shall be paid by the Beneficiary.

Article 9 – Occupancy fee

This agreement is granted in return for a fixed annual fee of €... per m².

The amount of the fee will be indexed to [...] (*to be determined according to the nature of occupancy*).

The fee shall be payable on 1 January of each year.

Article 10 – Termination and withdrawal of title

10.1 Termination on the grounds of public interest

Ports of Normandy may, on grounds of public interest, unilaterally terminate this agreement under the following conditions.

The decision to terminate will only take effect at the end of a period of six (6) months from the date of notification by registered letter with acknowledgment of receipt.

In this case, the Beneficiary will be compensated for the direct, tangible and definite loss resulting from the early dispossession.

In particular, compensation will take account of the non-depreciated portion of the structures on the day of early withdrawal.

In no event shall the depreciation periods to be effectively taken into consideration for the calculation of compensation at the time of termination exceed the term of this agreement.

10.2 Termination for non-fulfilment of clauses and conditions

This public land occupancy agreement may be revoked by Ports of Normandy should any one of the clauses and general or particular conditions of the agreement not be fulfilled, and particularly in the event of:

- Fraud or embezzlement by the Beneficiary
- Non-payment of the fee after a formal demand remained without effect
- In the event of partial or total assignment of this agreement without Port of Normandy's authorisation
- Failure to upkeep the occupied domain compromising safety under the conditions defined by the regulations in force.

Non-fulfilment shall mean not meeting the commitment due to failure to pay the various sums owed in respect of charges, taxes and sundry expenses, and not meeting the commitments incumbent on the Beneficiary.

In the event of withdrawal for non-fulfilment of the clauses and conditions hereof, the Beneficiary shall not be entitled to any compensation for any loss that may result.

Article 11 – Assignment of the agreement

Any total or partial assignment of this agreement, or any similar transaction, shall be submitted by the Beneficiary to Ports of Normandy for prior approval, failing which the authorisation will be revoked under the conditions set out in Article 10.2 above.

The Beneficiary will send Ports of Normandy its request for authorisation to assign the agreement by registered letter with acknowledgment of receipt.

Where authorisation is granted by Ports of Normandy, the assignee will be subrogated to all the rights and obligations arising from this agreement.

Article 12 – Amendment of the agreement

Any changes to this contract shall take the form of a signed amendment.

Article 13 – Land registration

This agreement shall be registered in the land registry of ... at the Beneficiary's expense.

Article 14 – Address for service

For the entire performance of this agreement and everything related thereto, the parties take as their address for service 3, rue René Cassin, 14280 Saint-Contest, France.

Article 15 – Legal remedies

The parties undertake seek an amicable solution before referring any disputes to the court with jurisdiction.

Where no solution is found, disputes will be referred to the Administrative Court of Caen.

Article 1 – Attachments

The agreement shall comprise the following attachments in addition to this document:

- Annex 1: Plan ...
- Annex 2: Joint inventory of property
- Annex 3: Loan repayment schedule

Done at Saint-Contest,

In three original identical counterparts

Date

For the Beneficiary

For Ports of Normandy