
CIVILIAN PORT OF CHERBOURG

XXXXXX' BASE OF OPERATIONS FOR THE PURPOSE OF XXXXX
ON THE CIVILIAN PORT OF CHERBOURG

**AGREEMENT AUTHORIZING THE OCCUPATION OF THE STATE-OWNED LAND OF THE CIVILIAN PORT
OF CHERBOURG**

N° XXXX

CONTENTS

Title 1 - Definitions, subject and duration of the Agreement	2
Clause 1 - Definitions – Interpretations	2
Clause 2 - Purpose of the Agreement	4
Clause 3 - Coming into force – Duration	4
Clause 4 - Transfer of the Agreement	5
Title 2 - General conditions for occupying the Assets	5
Clause 5 - Assets made available	5
Clause 6 - Rules governing the Agreement and the Assets	7
Clause 7 - General obligations of XXXX	8
Clause 8 - Berth Policy	8
Title 3 - Making the Ground available	10
Clause 9 - Consequences of a delay	10
Title 4 - Making available the Port Infrastructures, Access infrastructures and Networks	11
Clause 10 - Capacity of the Port Infrastructures, Access infrastructures and Networks	11
Title 5 - Developing and operating the Structures	12
Clause 11 - General provisions with regard to the development of Structures by XXXX	12
Clause 12 - Deadlines for execution	12
Clause 13 - Official authorization for developing the Structures	12
Clause 14 - Maintaining the Structures	12
Clause 15 - Environmental risks linked to the development of the Structures	12
Clause 16 - Hygiene, security, health and safety	13
Clause 17 - Liability	14
Title 6 - Liability, Insurance, Force Majeure	15
Clause 18 - Insurance	15
Clause 19 - Force Majeure	15
Title 7 - Financial conditions for the occupancy of the Assets and the use of the Port Infrastructures, the Access Infrastructures and the Networks.	17
Clause 20 - Rental Fees	17
Clause 21 - Other fees and charges	18
Title 8 - End of the Agreement	19
Clause 22 - Termination of the Agreement for misconduct	19
Clause 23 - Termination of the Agreement by XXXXX	20

Clause 24 - Consequences of the expiry of the Agreement	21
Title 9 - Other provisions	21
Clause 25 - Duty of confidentiality	21
Clause 26 - Notice	24
Clause 27 - Non-waiver	25
Clause 28 - Resolution of disputes	25
Clause 29 - Amendment	26
Clause 30 - Contractual documents	26
Clause 31 - Indivisibility	26
Clause 32 - Completeness of the Agreement	26
Title 10 - Appendices	28
Clause 33 - Appendix 1: Plan of the Ground made available to XXXX	28
Clause 34 - Appendix 2: Infrastructure capacities guaranteed by PdN	28
Clause 35 - Appendix 3: Plan of the restricted area	28
Clause 36 - Appendix 4: Port Dues and Ship Dues (202X)	28
Clause 37 - Appendix 5: Rental fee	28
Clause 38 - Appendix 6: Form of Payment Guarantee	28
Clause 39 - Appendix 7: As-found inspection report (initial state)	28

**AGREEMENT AUTHORIZING THE OCCUPATION OF STATE-OWNED LAND SITUATED IN THE AREA OF
THE CIVILIAN PORT OF CHERBOURG**

Between the undersigned:

1. **Ports de Normandie (Associated Ports of Caen-Ouistreham, Cherbourg and Dieppe)** whose registered office is domiciled at 3 rue René Cassin, 14280 Saint Contest, France, represented by Monsieur Hervé Morin, chairman, duly authorized hereof in accordance with the deliberation by a deliberation of June 28, 2022,

(hereafter designated as the 'Port' or 'PdN'),

ON THE ONE HAND,

AND

2. "**XXXX**", a company with Commercial Register No. HE261449, VAT No CY10261449H having its registered office at **XXXX.**, **XXXX**, **XXXX**, represented by **XXXX**, duly authorized hereof,

(hereafter designated as '**XXX**')

ON THE OTHER HAND,

hereafter designated together as the '**Parties**' or individually as a '**Party**'.

Preamble

- (i) PdN wishes to develop its state-owned land and considers that the allocation of state-owned land is complied with, on the basis of articles L 2122-1 and those that follow of the General Code of State-Owned Property, when it concludes agreements for occupying the land with the aim of accommodating activities relating to marine renewable energies (MRE).
- (ii) **XXX** has won Projects **XXXX** and has the ambition **XXXX**. For that, **XXXX** needs to have at its disposal a dedicated harbour site for **XXXXX**.
- (iii) On **XX XXX** 2023 **XXXX** have responded to the call for expressions of interest launched by PdN concerning the establishment of MRE activity in the port of Cherbourg for the period 2024/2027, and request **XXXXX**;

THE FOLLOWING HAS BEEN AGREED

Title 1 - **DEFINITIONS, SUBJECT AND DURATION OF THE AGREEMENT**

Clause 1 - Definitions – Interpretations

- 1.1 Unless otherwise expressly stipulated in the Agreement, the terms and expressions defined below have, when they appear with the first letter capitalized, the meaning which is given below with regard to each of them.

Appendix	Designates an appendix of this Agreement. The Appendices are an integral part of the Agreement. They complement the clauses of this Agreement. In the case of contradiction or ambiguity between a provision of an Appendix and a provision of the Agreement, the clause of the Agreement prevails.
Clause	Designates a clause of the Agreement.
Assets	Designates equally the Ground, the Port Infrastructures and/or the Access Infrastructures and/or the Networks placed at the disposal of XXXX by PdN, as shown on Title 10 -Clause 33 -.
Schedule	Designates the schedule for making the Assets available, for carrying out and using the Structures inserted
Agreement	Designates this Agreement and includes its Appendices.
Ground	Designates the plots of land placed at the disposal of XXXX by PdN, including the Networks, as identified in Title 10 -Clause 33 - and according to the Schedule
Force Majeure	Designates any event outside the control of the Party which invokes it, that such Party could not reasonably foresee it and could not avoid or overcome it, that is considered to be an irresistible force, and having for effect to render partially or totally impossible (i) the performance by such Party of all or part of any one of its obligations resulting from this Agreement or (ii) the use of the Structures by XXXX or (iii) the completion of the Project.
XXXX	Designates the company XXXX and any Affiliated Company as designated hereinafter.
Confidential Information	Designates any information, in whatever form it is presented (spoken, written, magnetic, electronic, graphic or digital), containing or consisting of a piece of information or a document whose nature is technical, financial, operational commercial, administrative or connected to the management or a right to any intellectual property and related (wholly or partially) to XXXX or to PdN or, where appropriate, to any Third Party partner entity of XXXX, including its respective contracts or suppliers, its organization, its personnel, its facilities, its property, its financial situation and its results, its rights and obligations, of which the arrangements are detailed in Title 9 -Clause 25 - of the Agreement.

Access Infrastructures	Designates road, rail or maritime access routes to the Port Infrastructures and the Ground situated in the Port area and used by XXXX and/or subcontractors of XXXX, or any Third Party authorized in accordance with this Agreement, as identified in Title 10 -Clause 33 -.
Port Infrastructures	Designates wharves, facilities and port equipment situated in the Port area and used by XXXX and/or subcontractors of XXXX and/or any Third Party authorized in accordance with this Agreement, as identified in Title 10 - Clause 33 -.
Structures	Designates equally the buildings, facilities, storage spaces/shelters, ground works (cleaning, alignment, 3A gravel paving, asphalt paving) and any other movable or non-movable developments, excluding stockpile, installed on the Ground by XXXX or on behalf of XXXX by a Third Party, and for which PdN is not liable.
PdN	Designates Ports of Normandy, the port authority of the civilian port of Cherbourg.
Port	Designates PdN.
Delegate	Designates the port operator.
Project	Designates XXXXX' project to built and/or transport and/or install XXXX.
Fee	Designates the fee to be paid by XXXX to PdN in return for the use of the Assets, as defined in Title 7 -Clause 20 -.
Networks	Designates all the networks (electricity, drinking water, waste water, rainwater, telecom etc.) that can be accessed from or at the boundary of the Ground, as identified in Title 10 -Clause 33 -
Affiliated Company	Designates any entity affiliated to XXXX for the purposes of this Agreement, is considered affiliated any entity which, currently or in the future, directly or indirectly (i) controls XXXX or (ii) is controlled by XXXX or (iii) is also controlled by any company specified under (i) of this paragraph. To 'control' a company is understood to have the meaning given it in article L.233-3 of the French Commercial Code.
Technical Specifications	Designates the substance and the characteristics of the Assets, as well as the technical stipulations connected to their development, redevelopment or renovation by PdN, decided by the Parties to satisfy the needs of XXX and defined in Title 10 -Clause 33 -.
Third Party	Designates any company or entity other than XXX and PdN.
Rental Period	The period in which XXXX will rent the Grounds

Employer

The company with whom XXXX has entered into a main contract for the execution of an offshore wind farm project.

- 1.2 Unless expressly mentioned otherwise in the Agreement and its Appendices, days specified in this Agreement are understood to be calendar days.

Clause 2 - Purpose of the Agreement

- 2.1 The purpose of the Agreement is to define the general conditions for PdN placing the Assets at the disposal of XXXXX and the general conditions for occupying the Ground and the practical details for XXXX developing and using the Structures. It specifies the respective obligations of the Parties, their roles and their undertakings.
- 2.2 The Agreement is an agreement for the temporary occupancy of state-owned port land. The Port confirms and declares that it has the capacity and exclusive competency to authorize such occupancy.
- 2.3 The Port will bear all the direct and indirect financial consequences, losses and damages (including consequential damages) incurred by XXX resulting from any challenge to the Agreement by a Third Party or judicial decision that imposes the suspension or termination of the Agreement, on whatever grounds, except in the event of the cancellation of the Agreement on the grounds of a breach or defect that may be exclusively attributable to XXXX.
- 2.4 The Grounds, placed at the disposal of XXX by PdN under this Agreement, will be used by XXXX to carry out the offshore wind farms projects.

Clause 3 - Coming into force – Duration

- 3.1 The Agreement enters into force on XXXX ("Effective Date"). It ends on the date of XXXXX ("End Date").
- 3.2 During this period PdN undertakes irrevocably to place the Ground at the disposal of XXX, as described in the plan attached in clause 33 appendix 1, and enable XXXX utilize the Access Infrastructure as described in the plan attached in clause 34 appendix 2.
- 3.3 PdN authorizes XXX, subject to the latter notifying PdN of its request in writing by letter or email sent to one of PdN's representatives, to access the Assets and in particular the Ground so that it can examine the site and, if need be, undertake preparatory studies for the purpose of planning its future occupancy and/or works before the date of entry into force of this Agreement. PdN will also assist XXX in this regard. It is agreed between the Parties that XXXX and/or

its officials must in such case comply with PdN's instructions for any access to the site.

Clause 4 - Transfer of the Agreement

- 4.1 XXX cannot transfer the Agreement without the express and prior consent of PdN, the grounds for refusing such consent being only those related to the interest of the state-owned land.
- 4.2 By way of exception to the preceding, XXX can freely novate and/or assign the Agreement, subject to notifying PdN beforehand, to (i) an Affiliated Company (ii) or the Employer.
- 4.3 In case of novation the beneficiary will be wholly subrogated for XXX as regards the rights and obligations resulting from the Agreement.

Title 2 - GENERAL CONDITIONS FOR OCCUPYING THE ASSETS

Clause 5 - Assets made available

- 5.1 PdN undertakes to place at the disposal of XXX and/or the entity designated by the latter, on the Agreement's date of entry into force, in the condition defined in the Agreement, the Grounds free of any occupancy, apart from the underground networks that generate utilities or are necessary to the functioning of the port, and suitable for the industrial use for which it is intended and supplied with the Networks that must be accessible on the boundary of the Ground, identified in Title 10 -Clause 33 -. The latter clause shows the boundary of the Ground as determined by XXX and PdN as well as the access roads that will be installed by PdN or its Delegate to the Ground.

In case an intervention on this network is necessary, PdN will make all its best efforts to intervene in conditions that will minimise the inconvenience for XXX's activity.

XXX completes and applies for, if necessary and under its own responsibility, all the authorisations necessary for the operation of the leased areas (building permit, environmental permit, etc.) as required by the French regulation.
- 5.2 A technical appraisal of the premises at the start and at the end of the occupation, will take place with both signatories present. It will establish the initial (appendix 7) and the final state of the Assets placed at XXX's disposal.
- 5.3 In case pollution of the Ground is observed during the duration the occupation of the Ground by XXX and it is proved by PdN that the source of this pollution is attributable to XXX's use of the Ground, then XXX will be required to repair the surface areas concerned. If the source of the pollution is not caused by XXX's use of the Grounds, and the pollution renders the Grounds unusable for XXX's business, then XXX may terminate the Agreement.

- 5.4 Unless expressly agreed by the Parties or in case necessary for the repair of a fault or breach of this Agreement by PdN, it is agreed that PdN will not be required to undertake works for which the Agreement makes no provision, in particular arising from major changes to the Technical Specifications and/or major operational changes by XXXX after the entry into force of the Agreement, provided that PdN is not responsible for such changes. In case PdN is responsible for such changes, PdN shall undertake all actions and undertake any works necessary in order for the Grounds to be in accordance with the stipulations of this Agreement.
- 5.5 XXX undertakes to inform PdN as soon as possible of any significant delay in the construction of the Structures on the Ground, which would impact significantly the Schedule. The Parties would, if necessary, adjust the Schedule.
- 5.6 PdN bears all the maintenance costs (routine maintenance and major maintenance) and costs linked to maintenance operations of the Port Infrastructures outside the Ground and the Networks and the Access Infrastructures made available (outside and inside the Ground) to XXX. For this purpose, XXX undertakes to facilitate the access of PdN workers or officials to the Port Infrastructures, the Networks and the Access Infrastructures for the maintenance works.
- 5.7 XXX will only bear the cost of maintenance and repair of the Ground on its plot required due to the activities of XXX in the period from the Effective Date until the expiry of the rental period. Wear and tear of assets shared with other port users (access road, quay...), are the responsibility of PdN, unless it can be shown that such damage is not related to normal wear and tear and is proven to be solely due to negligence of XXX and its suppliers/subcontractors.
- 5.8 XXX declares that it is aware of the usual commercial traffic and is familiar with local regulations and its consequences especially those relating to the storage of explosive goods. Harbour master may, on behalf of Ports de Normandie and in the framework of Article [L5331-7](#) of the Transport Code, issue notices to users preventing XXX from accessing the Ground the Z2 zone around the class 1 storage area (see plan - clause 36). The duration of this prohibition shall be temporary and shall not exceed seventy two (72) hours, as the case may be. In exceptional circumstances, the duration of the access prohibition may be extended by way of derogation, at the discretion of the Harbour Master.
- Furthermore, Nuclear activities (class 7) generate reinforced access controls at the port gate and those controls may cause delays for few hours.
- PdN cannot be held responsible for any damage related to those activities. In this case, the parties consider that it is not a fault of PdN nor a case of unavailability within the meaning of article Title 8 -22.3
- 5.9 If significant new maritime traffic is added to the existing maritime traffic occurs during the period when the Assets are made available, then PdN undertakes to bring to the attention of XXX any potential interfaces between such traffic and

XXXX's activities. XXXX declares that it will use its reasonable endeavours to adapt its activities to such interfaces, in order to minimize them, without claiming any compensation.

- 5.10 PdN is liable for and undertakes to indemnify and hold XXX harmless from all risks resulting from or associated with the establishment of new companies, after the entry into force of the agreement, within the area of the Port of Cherbourg managed by PdN and/or within the administrative boundaries of the Port of Cherbourg and whose business would be technically incompatible with XXX's business, but PdN is not liable for any accident caused by these new companies due to their negligence or/and the negligence of their employees.
- 5.11 Consequently, PdN undertakes to ensure that no facilities will change, hinder or interfere with the accesses to and the operation of existing or future facilities on the Ground installed by XXXX, including the Access Infrastructures, the Networks and the Port Infrastructures required by XXXX for accessing and operating the aforementioned facilities, and in particular with regard to the specification attached to Title 10 -Clause 34 -.
- 5.12 PdN guarantees to XXXX the use and enjoyment of the Ground by making every effort to ensure that the occupancy or operation of the port area by PdN or any third party does not impede XXX's business.
- 5.14 PDN guarantees – clause 34 Appendix 2 - that the provided Grounds will have the following minimum properties:
- 5 t/m2 bearing capacity up to the quay edge and the land behind it for the quay FL1/FL2
 - 15 t/m2 bearing capacity for the quay FL3/FL4.
 - 13 t/axle for all connecting roads
 -

Subsidence caused by loads equal or lower to the above will not be considered as damage caused by XXX, and XXXX has no liability to rectify such settlement.

Clause 6 - Rules governing the Agreement and the Assets

- 6.1 Throughout the duration of the Agreement the constructions, the Structures, the works and developments carried out by XXXX will remain its property.
- 6.2 XXX is authorized to grant, on the state-owned land placed at its disposal, permissions to occupy or sublet to Third Party enterprises on the condition that the business of such Third-Party companies complements or is in direct connection with the business developed by XXXX on the Ground, and on the condition that XXX makes no capital gain on the letting of the land (subletting euro for euro or at a lower rate).

- 6.3 Any permission to occupy or subletting granted by XXXX to a Third Party that is not in direct connection with and does not complement XXXX's business will be granted by XXXX after securing the express agreement of PdN. PdN shall not unreasonably refuse to give its consent. For such purpose, in addition to the draft deed authorizing the Third Party to occupy the state-owned land, XXXX will provide PdN with all the elements considered useful to its decision-making. Such subletting or authorization to occupy shall not exceed the Schedule of this Agreement, defined in subclauses 3.1 and 3.2.
- 6.4 In the event of subletting to a Third Party, XXX will remain solely responsible for all the clauses of this rental agreement.

Clause 7 - General obligations of XXXX

- 7.1 All the undertakings of XXXX made during the performance of the Agreement, whatever their form, must be drawn up in accordance with the provisions of the Agreement.
- 7.2 The general and special regulations in force in Cherbourg's civilian port apply within the boundaries of the Ground, the Access Infrastructures, the Networks and the Port Infrastructures. XXXX must comply in particular with PdN's and the other competent authorities' decisions.
- 7.3 XXXX, subject to the safety, building and operating constraints of the Structures and the Project, guarantees that workers employed by PdN and its delegate will have access to the Ground in order to perform their regular work or activities (maintenance etc.).
- 7.4 XXXX may, within the limits and conditions defined in the Agreement, occupy and operate directly the Assets subject to the provisions of Clause 6 -
- 7.5 XXXX may also elect to entrust to a Third Party the execution of all or part of the operations linked to the occupancy and operation of the Assets made available.
- 7.6 XXXX shall not be responsible for damages resulting from the normal wear of the Assets.
- 7.7 XXXX undertakes to operate the Structures it is going to build directly or through an Affiliate or a Third Party.
- 7.8 XXX guarantees PdN that its activity, within the Ground as well as on the Access Infrastructures, the Networks and the Port Infrastructures, will not hinder the activity of the port, as known by XXXX at the date of signing the Agreement.

Clause 8 - Berth Policy

- 8.1 XXXX will use berths Flamands XXXX, according to the operating rules of the port, including berth policy which is attached as Annex 4 to this Agreement.

- 8.2 The quayside remains public and is not leased to XXXX.
- 8.3 In addition to the weekly dockside placement meeting to which XXXX agent will be invited:
- XXXX will provide its provisional calls schedule.
 - On the basis of this forecast, the harbour master's office will draw up a Provisional Quay Occupancy Plan.
- 8.4 Notification of arrival of the vessel. XXXX or its agent, when carrying out its operations at sea, will inform the harbour master's office, the pilots, the towing company, and the mooring company of the expected time of return of the vessel in operation to the quayside as soon as possible.
- The official notification will be made forty eight (48) hours before the expected arrival and twenty four (24) hours to confirm before the arrival, and will be specified afterwards if necessary, by XXXX's appointed local agent.

Title 3 - MAKING THE GROUND AVAILABLE

Clause 9 - Consequences of a delay

9.1 The consequences of a delay in making available the Ground by PdN:

- (a) PdN firmly commits to making available to XXXXX the Ground as well as the Access Infrastructures at the Effective Date as indicated in the Schedule at Title 1 -3.1.
- (b) In the case of a delay in making available the Ground and the Access Infrastructures at the Effective Date, with environmental remediation works completed if necessary, for reasons that are attributable to PdN, other than wilful misconduct exclusively attributable to XXXX or to one of its subcontractors, the Port will be liable to pay liquidated damages to XXXX as follows:
 - One thousand euros (€ 1,000) per day if the delay does not exceed thirty (30) days;
 - One thousand five hundred (1,500) euros per day for every day beyond thirty (30) days' delay in PdN making available the Ground.
- (c) The total amount of liquidated damages paid to XXXX cannot exceed three hundred thousand euros (€ 300,000).

9.2 Consequences of a delay by XXXX in making available the Ground by the End Date or the Alternative End Date: XXXX

- (a) XXX firmly commits to the deadlines for making available the Ground, as indicated in the Schedule at Title 1 -3.1 and Title 1 -3.2.
- (b) In case of delay in making available the Ground by the End Date or the Alternative End Date according to the Schedule, with restoration and environmental remediation works completed if necessary for reasons that are attributable to XXXX other than wilful misconduct exclusively attributable to PdN, XXXX will be liable to pay liquidated damages to PdN of:
 - One thousand euros (€ 1,000) per day if the delay does not exceed thirty (30) days;
 - One thousand five hundred euros (€ 1,500) per day for every day beyond thirty (30) days' delay in XXX making available the Ground.

The total amount of liquidated damages paid to PdN cannot exceed three hundred thousand euros (€ 300,000).

This contractual indemnity is in addition to the rent due for occupying the ground.

**Title 4 - MAKING AVAILABLE THE PORT INFRASTRUCTURES, ACCESS
INFRASTRUCTURES AND NETWORKS**

**Clause 10 - Capacity of the Port Infrastructures, Access infrastructures
and Networks**

- 10.1 PdN undertakes to develop and place at the disposal of **XXX** Port Infrastructures, Access Infrastructures and Networks in accordance with the Technical Specifications as described in Title 10 -Clause 34 - Appendix 2.

Title 5 - DEVELOPING AND OPERATING THE STRUCTURES

Clause 11 - General provisions with regard to the development of Structures by XXXX

- 11.1 XXX undertakes, in accordance with the conditions defined hereof, to build and operate, either directly or indirectly, at its expense and risk, an industrial and logistics site on the Ground made available by the Port.
- 11.2 The works will be conducted, under the responsibility of XXX, in compliance with the regulations in force. The Structures will be executed in accordance with industry standards and, in particular, in compliance with workplace and environmental health and safety standards.

Clause 12 - Deadlines for execution

- 12.1 XXX will inform PdN as soon as possible of any significant delay in the works which may have a significant impact on the Schedule. The Parties will then make changes to the dates indicated on the Schedule at Title 1 -3.1 and Title 1 -3.2

Clause 13 - Official authorization for developing the Structures

- 13.1 XXX shall obtain all the official authorizations necessary to the development of the Structures. PdN's liability cannot be sought in this respect.
- 13.2 Nevertheless PdN undertakes to facilitate XXXX's endeavours and actions, to provide all necessary assistance to XXXX for the purpose of facilitating its endeavours and actions and to seek all official authorizations which will be necessary in addition to those that XXX must obtain in accordance with Clause 13.1.
- 13.3 In addition, PdN shall act diligently and as quickly as possible with regard to the requests for authorization that fall within its competence, on the basis of applications submitted by XXXX.
- 13.4 When the circumstances justify it, PdN will support, as much as necessary and in accordance with the applicable rules, the endeavours of XXX with a view to the issuing, by the official authorities, of authorizations relating to the development of the Structures.

Clause 14 - Maintaining the Structures

- 14.1 XXX bears the complete responsibility for maintaining the Structures. XXX takes responsibility for undertaking compulsory inspections as well as any works on the Structures to ensure compliance to the regulations.

Clause 15 - Environmental risks linked to the development of the Structures

- 15.1 XXXX must, on every part of the Ground made available and generally, take all

measures to protect the environment and to prevent pollution of any nature, in accordance with the laws and regulations in force.

- 15.2 In connection with the undertaking in Clause 15.1 above, XXXX takes at its own expense the necessary measures to repair or restore the Ground and the sites in the vicinity of the Ground affected when the Structures it operates threaten the environment or have been developed in breach of the provisions of environmental law.
- 15.3 XXX will not be responsible for the repair or restoration of any sites affected and the Ground when the harm done to the environment, or the non-compliance originates from an event or a fact that predates the making available of the Ground by PdN.

Clause 16 - Hygiene, security, health and safety

- 16.1 XXXX deploys the human resources and the devices necessary for the safe operation of the Structures and Assets made available, as well as for the health and safety of the workers and the subcontractors who work on the site, for the duration of the occupancy of the Ground.

XXX implements measures to ensure the hygiene, health and safety of the people and assets in accordance with the laws and regulations in force as well as via its environment, health and safety management system (EHS system).

It will also comply with PdN's specific requirements and regulations, in particular the port's operating police regulations and the local regulations for the transport and handling of hazardous materials.

In addition, the Delegate will draw up and share with XXX a safety prevention plan which will specify and complete the operating regulations in order to organise the co-activities of the various occupants of the open spaces, particularly on the common areas.

XXXX will take the necessary measures for prohibiting public access to the Ground, in particular for safety reasons. If for reasons inherent in its status as owner, PdN must access the Ground for issues relating to health, security or safety, PdN undertakes to inform XXXX as soon as possible so that XXXX and/or its subcontractors can allow the employees, agents or representatives of PdN to access the Ground. In all scenarios, PdN will be responsible for its employees, agents and/or representatives who enter the Ground and undertakes to ensure that they are aware of and comply with the health, safety and security rules established by XXX and/or XXXX's third party partners during the performance of their work within the Ground. In addition, PdN undertakes to ensure such access to the Ground does not affect or interfere with, in any way, the industrial activities of XXXXX, and/or its Third Party partners occupying the Ground.

- 16.2 If laws and regulations impose on XXXX, for the operation of the Structures, any special measures or safety equipment, then these will be at its own expense.

Clause 17 - Liability

- 17.1 The Parties recognize and accept that the liability of each Party in connection with compensation for damages, losses and additional costs of any nature suffered by the other Party under the Agreement, is limited to a maximum of three hundred thousand (300,000) euros. Nevertheless, this maximum limit of liability will not apply in the case of (i) compensation for a failure to comply with applicable law, (ii) compensation for a failure to comply with the duty of confidentiality, (iii) gross negligence and wilful misconduct, (iv) damages and losses arising out of PdN's failure to fulfil its obligations under Clause Title 1 - 2.3, and (v) compensation for PdN's failure to comply with its obligations under Clause Title 2 -5.8
- 17.2 Subject to the Parties' stipulations under Clauses Title 1 -2.3, Title 2 -5.8, Title 8 -22.2 and Title 8 -22.6 neither Party shall be liable to the other Party by way of indemnity or by reason of any breach of the Agreement or applicable law or by reason of tort (including but not limited to negligence) for any loss of profit, loss of opportunity, loss of any contract or any indirect or consequential losses which may be suffered by the other Party in connection with or arising out of the Agreement.

Title 6 - LIABILITY, INSURANCE, FORCE MAJEURE

Clause 18 - Insurance

- 18.1 XXXX undertakes to take out insurance with manifestly solvent companies, such insurance covering all liabilities incumbent on it by reason of its occupancy or its operation and that it can incur by its own making or any other person's making for whom XXX must legally answer. Such insurance must cover the risk of proceedings instigated by Third Parties as well as risks related to the receipt, handling and delivery of goods for which XXX is entirely responsible.
- 18.2 The above-mentioned insurance must be in force from the first day of works to develop the Structures. XXX will give to PdN, as soon as possible upon the latter's request, proof of the aforementioned insurance.
- 18.3 PdN must in the same conditions take out insurance with manifestly solvent companies, such insurance covering all liabilities incumbent on it by reason of its obligations under the Agreement, it being understood that PdN's insurance will not cover and will not pay for any penalties in the event of a delay in making the land available, but such PdN's liability shall be covered by PdN.
- 18.4 The above-mentioned insurance must be in force from the first day of entry into force of the Agreement. PdN will give to XXXX proof of the aforementioned insurance cover within eight (8) days of XXXX requesting such proof.
- 18.5 Each Party will inform the other Party of any suspension, limitation, reduction or termination of the cover.
- 18.6 The Parties undertake to include in the insurance policies that they will respectively contract in connection with this agreement specific provisions stipulating that the other Party is co-insured and that the insurers shall waive any right of subrogation against such co-insured Parties and their insurers.

Clause 19 - Force Majeure

19.1 Force Majeure

Force Majeure has the meaning provided by Article 1218 of the French Civil Code and the relevant case law (including, before renumbering, by Law-Decree No 2016- 131 of 10 February 2016). Neither PdN nor XXXX or its Employer or Affiliated company shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence, as hereunder defined and which has been correctly notified.

19.2 Definition of force majeure

In this Clause, "*Force Majeure*" means an exceptional event or circumstance:

- (a) which is beyond a Party's control,
- (b) which such Party could not reasonably have provided against before entering into the Agreement,
- (c) which, having arisen, such Party could not reasonably have avoided or overcome,
- (d) which is not substantially attributable to the other Party, and
- (e) which directly affects the respective Party's performance of the Agreement.

18.3 Force Majeure shall include but is not limited to the events or circumstances of the kind listed below, as long as the conditions (a) to (e) above are satisfied:

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies within France or between the following countries: all European Member States, United Kingdom, Finland, Sweden, Russia, United States of America, China, India and Japan,
- (ii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war within France,
- (iii) riot, commotion, disorder, general strike or lockout (excluding strike and lockout of personnel of the affected Party, of its subcontractors or of its suppliers) ,
- (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the affected Party's use of such munitions, explosives, radiation or radio-activity within France,
- (v) natural catastrophes within France such as earthquake, hurricane, typhoon or volcanic activity, and
- (vi) pandemic and epidemic (including COVID-19)

19.4 Notice of force majeure

In the event of a Force Majeure occurrence, the Party affected shall notify the other Party as soon as possible, and in any case within twelve (12) days after the Party became aware or should have become aware of the relevant circumstances constituting Force Majeure, giving the full particulars thereof and shall use all reasonable endeavors to mitigate the effects of such Force Majeure. Each Party shall bear its own cost in relation to the Force Majeure occurrence.

19.5 Consequences of Force Majeure

Neither Party shall be entitled to recover from the other Party any costs, damages, losses or expenses arising from a Force Majeure event (including those related to prolongation arising or occasioned from Force Majeure).

19.6 COVID-19

The Parties acknowledge that the COVID-19 pandemic (hereinafter the "COVID-19") has led the governments and various public authorities (altogether "the Governments") to adopt certain restrictive measures in some areas or countries particularly affected by the COVID-19, and the Parties acknowledge and agree the COVID-19 can have an impact on both Parties obligations under the Agreement, however at the Effective Date, neither Party can foresee the exact impact that the COVID-19 pandemic and the related governmental measures will have or will not have in the achievement of their obligations under the Agreement.

Notwithstanding the provisions of Clause 18, the Parties agree that governmental decisions, including but not limited to, delays, shortages and/or limitations in the movement and/or the availability of personnel and/or goods caused by or as the consequence of the COVID-19 and/or thereto related laws or governmental actions, whether inside or outside France, shall be dealt with as if these were a force majeure event under the meaning of Article 1218 of the Civil Code, if and insofar they prevent either Party's compliance with any of his obligations under the Agreement (hereinafter the "COVID-19 Event").

Both Parties will take all the necessary measures to minimize the impact of the COVID-19 Event. If, as a consequence of the COVID-19 Event XXXX or PdN are prevented from complying with their obligations under the Agreement, such prevented Party shall notify the other Party in writing, as soon as it is aware of the COVID-19 Event.

The Parties shall use reasonable efforts to prevent, avoid, overcome and minimize any delay caused by the COVID-19 Event.

- 19.7 Should a case of Force Majeure continue for a duration of more than thirty (30) consecutive days or ninety (90) accrued days, the Parties will meet for the purpose of examining the adjustments to be made to their respective obligations under this Agreement to remedy such case of Force Majeure and pursue the performance of the Agreement, in particular, the operation of the Structures and/or use of the Assets. Should the Parties be unable to reach an agreement on such adjustments within one hundred (100) days starting from the occurrence of the event of Force Majeure under consideration, XXXX or PdN can request the termination of the Agreement.

Title 7 - FINANCIAL CONDITIONS FOR THE OCCUPANCY OF THE ASSETS AND THE USE OF THE PORT INFRASTRUCTURES, THE ACCESS INFRASTRUCTURES AND THE NETWORKS.

Clause 20 - Rental Fees

- 20.1 Once PdN places the Ground at the disposal of XXXXX following the entry into force of the Agreement, XXXX will pay PdN a quarterly Fee including the

property taxes. This quarterly Fee is shown in the table in Clause 37-Appendix 5. The Fee will not be revised during the duration of the Agreement as detailed in Clause 3.1. From first of January XXXX the Fee will be updated in accordance with the Schedule as described in Clause 3.2 and as detailed in Title 10 -Clause 37 -Appendix 5

- 20.2 XXXX will pay PdN the above-mentioned Fee every trimester for the preceding trimester against invoice within forty five (45) days of the date of the invoice.
- 20.3 This Fee will be subject to VAT at the rate in force on the date of issue of the invoice.
- 20.4 In case of non-payment of the Fee and generally any sums that XXXX is liable to pay, the Parties agree that by virtue hereof, and after a grace period of thirty (30) days after the issuance of a formal notice from PdN without effect, the statutory French interest rate shall be applicable from the due date of the payments.
- 20.5 PdN shall not receive any indemnity, fee, tax, toll or other payment that is not provided for in this Clause 20 - for the use, within the scope of the Project, by XXXX or XXXX's subcontractors or any Third Parties to which XXXX has given permission to use or has sublet part or the entire Ground according to Clause 6 above, of the Access Infrastructures and the Networks.
- 20.6 XXXX and XXXX's subcontractors using the Port Infrastructures within the scope of the Project will pay the port dues in accordance with the Appendix situated in Title 10-Clause 36 – Appendix 4.
- 20.7 The port dues will be revised every year on the 1st of January.
- 20.8 PdN shall not have or attempt to obtain at any time any lien or any other security right in any of the goods, materials, vessels or other property of XXXX being stored on the Grounds or entering French territorial waters, and PdN shall take all steps as may reasonably be necessary under the applicable law to ensure that the title of XXXX on such goods, materials, vessels or other property is being protected against any claims.
- 20.10 As security for its payment obligations under this Agreement, XXXX shall provide PdN with a bank guarantee from a European bank in the amount of EUR ten thousand (€ XXXX) and in the format included in Title 10- Clause 38 Appendix 6.

Clause 21 - Other fees and charges

- 21.1 PdN will receive no other fee/charge from XXXX or its subcontractors or any Third Parties to which XXXX has given permission to use or has sublet part or the entire Ground according to Clause 6 above, other than those defined in Clause 20 - for the use and enjoyment by XXXX of the Ground under the Agreement as well as the use of the Access Infrastructures, the Port Infrastructures and the Networks.

- 21.2 XXXX bears all the costs which are related to the use of the Ground by XXXX and the use of the Assets, including, but not limited to, urban planning taxes related to the establishment of offices, costs related to the filing of environmental permits, the opening of meters (water, electricity, etc.).
- 21.3 This Agreement excludes all port consumption such as water, electricity, gear and labour.

Title 8 - **END OF THE AGREEMENT**

Clause 22 - Termination of the Agreement for misconduct

- 22.1 In case of a serious and repeated breach by PdN of its obligations under the Agreement, XXXX may, following the 2-months rectification period of Sub-clause 22.2 below, proceed with the early termination of the Agreement provided that it will send to PdN a prior notice in writing within thirty (30) days from the occurrence of the breach or fault.
- 22.2 If PdN does not remedy the fault or breach within a period of two (2) months following the above-mentioned notification, XXXXX will have the right to terminate immediately this Agreement. PdN will compensate and indemnify XXXX for any documented loss or damage (including consequential damages) resulting from such termination and shall indemnify and hold harmless XXXX against any third-party claim related with such breach. Such compensation shall include in particular sums due by XXXX to any French public authorities as well as sums due by XXXX to its contractual counterparts of any tier in the Project(s), including but not limited to Employers, subcontractors, and Third Parties.
- 22.3 The events considered to be faults under the Agreement include but are not limited to:
- delays by PdN in making available the Ground, the Port Infrastructures and/or the Access Infrastructures and/or the Networks, environmental remediation works included;
 - unavailability of the Access Infrastructures and/or the Networks for use by XXXX within the scope of the Project in accordance with the Schedule.
- 22.4 In the case of a serious and repeated fault or breach by XXXX of its obligations under the Agreement, PdN may, following the 2-months rectification period of Sub-clause 22.5 below, proceed with the early termination of the Agreement provided that it will send to XXXX a prior notice in writing within thirty (30) days from the occurrence of the breach or fault.
- 22.5 If XXXX does not remedy the breach or fault within a period of two (2) months following the above-mentioned notification, PdN will have the right to terminate immediately this Agreement. In such case and unless PdN decides differently, the Structures developed under the responsibility of XXXX must be

demolished and the Ground must be returned to its initial state, and the cost of demolition and reconstruction to the initial state shall be borne in full by XXXX.

22.6 The events considered to be faults under the Agreement include but are not limited to:

- Non-payment by XXXX of the Fee three (3) months after the order to pay or order to comply containing PdN's declaration of its intention to exercise the advantage of this clause is served by a bailiff to the person or the elected domicile or notified by registered letter with acknowledgement of receipt, and XXXX fails to rectify its breach within such 3-month grace period ;
- Should the Structures not be operated by XXXX or one of its subcontractors or any Third Party in accordance with the Schedule, and XXXX does not inform PdN of its reasons for such absence of operation, PdN may terminate the Agreement six (6) months after the order to comply containing PdN's declaration of its intention to exercise the advantage of this clause, is served by a bailiff to the person or the elected domicile or notified by registered letter with acknowledgement of receipt, and XXXX fails to rectify its breach within such 6-month grace period.
- PdN can pronounce the early termination of the Agreement on the grounds of general public interest, giving twelve (12) months' notice.

22.7 Should PdN pronounce the termination of the Agreement on the grounds of general public interest, PdN shall compensate XXXX for any documented loss or damage (including consequential damages) resulting from said application and shall indemnify and hold harmless XXXX against any third-party claims related with such application.

Clause 23 - Termination of the Agreement by XXXXX

23.1 XXXX can terminate as of right with immediate effect or never implement the Agreement in the following situations:

- (a) As soon as the liability threshold of PdN described in Title 5 -Clause 17 - is reached;
- (b) If pollution is discovered which originated before the land was made available to XXXX and it renders the use of the Ground or the conduct of the industrial and logistics business from the Ground impossible or deprives XXXX of part or all of the benefit from this Agreement or makes it impossible or onerous for XXXX to construct or operate the Structures.
- (c) In the case of an event of Force Majeure that prevents XXXX from constructing or operating the Structures and from pursuing its industrial and logistics business on the Ground.

23.2 Termination of the Agreement or its non-entry into force by XXXX under the provisions of this Clause will not give rise to any compensation paid to PdN by

XXXX.

Clause 24 - Consequences of the expiry of the Agreement

- 24.1 At the normal expiry of the Agreement as defined in Clause 3.1 and in Clause 3.2, and unless decided otherwise by PdN, the Structures developed under the responsibility of XXXX must be demolished or removed and the Ground must be returned to its initial state by XXXX, failing which it will be done compulsorily and at the expense of XXXX.
- 24.2 A report with both parties present will be drawn up to attest the Ground's return to its initial state as per Clause 5 -. This inspection for the report shall take place at the end of the rental period and the Parties agree that if the report states any alterations to the Grounds that need to be reinstated, then XXXX shall have the right to rectify such alterations within a reasonable period that shall not exceed one month.
- XXXX's obligation shall extend and thus be owed by XXXX to PdN during the period which commences with the end of the occupation of the Grounds according to clause 3.1 and the time when XXXX actually leaves the Grounds.
- 24.3 Should XXXX have to undertake works to reinforce the Ground or the berth or the wharf, the Parties agree here and now that the structure will be left as it is.
- 24.4 Should some pollution of some part of the Ground be observed during the duration of the Agreement and it is proved that the source of this pollution predates XXXXX's use of the Ground, then XXXXX will not be required to repair the part of the Ground concerned.

Title 9 - OTHER PROVISIONS

Clause 25 - Duty of confidentiality

- 25.1 For the purpose of this Clause entitled 'Duty of confidentiality', the terms 'Party', 'Parties', 'Beneficiary' and 'Information Provider' also designate, where necessary, the Affiliated Companies as mentioned above in Clause 4 - and Clause 6 -.
- 25.2 Ownership of Confidential Information
- (a) No provision of the Agreement can be interpreted as obliging one of the Parties (the 'Information Provider') to communicate Confidential Information to the other Party (the 'Beneficiary') and any Confidential Information

received by the Beneficiary will have only been communicated by virtue of or for the purposes of the Agreement.

- (b) It is expressly agreed between the Parties that all Confidential Information and its copies, conveyed to a Party by the other Party by virtue of this Agreement, will remain the property of the Information Provider and that the provisions of the Agreement or the Confidential Information conveyed by virtue of the Agreement can in no way be interpreted as to confer expressly or implicitly on the Beneficiary a licence or other right bearing on the industrial or intellectual property rights of the Information Provider in connection with the Confidential Information, whether such rights exist on the day the Agreement is concluded or come into existence at a later date.

25.3 Use and obligation of non-disclosure

- (a) Each Party undertakes to keep strictly secret the Confidential Information received under the Agreement and to use it only for the purpose for which it was communicated and within the exclusive scope of the implementation of the Agreement (the 'Proper Reason').
- (b) the Parties undertake not to make copies and not to divulge to any Third Party any or all of the Confidential Information communicated to them by virtue of the Agreement, except in the following cases:
- (c) The Beneficiary can communicate any or all Confidential Information received from the Information Provider to the members of its workforce, and, if need be, as regards XXXX to an Affiliated company, that need to know it for reasons of their duties and the Proper Reason or so that the Beneficiary can pursue its negotiations with the Information Provider for the Proper Reason, on condition that the aforesaid members of the workforce have also signed commitments to keep confidential and use the Confidential Information in accordance with the provisions of this Clause;
- (d) The Beneficiary can communicate for the Proper Reason the Confidential Information received from the Information Provider by virtue of the Agreement to its external advisers, consultants, insurers and subcontractors and, if need be, as regards XXXX to an Affiliated company, if these have also signed commitments to keep confidential and use the Confidential Information in accordance with the provisions of this Clause.
- (e) Under the control of the Information Provider, PdN can communicate to elected representatives directly concerned by the Project any or all Confidential Information required for making decisions and for the publication of the deliberations required of public persons by virtue of the regulations and legislation in force. The contract may also be communicated to the Public Treasury/State administration and to the insurers of PdN subject to the joint confidentiality responsibilities under this contract.

- (f) The Beneficiary must ensure that all copies or extracts of the Confidential Information that it has made bear the same description, mark, stamp or other indication concerning the ownership of the Confidential Information and/or its confidential nature as those displayed on the original document received from the Information Provider by virtue of the Agreement.
- (g) The Beneficiary will pay all the attention that can reasonably be expected of it to ensure the strict compliance of the persons to whom it communicates or divulges the copies or extracts of the Confidential Information to the commitments in connection with the confidentiality and use of the above-mentioned extracts or copies contained in this Clause.

25.4 Restitution of Confidential Information

- (a) The Beneficiary must return to the Information Provider, upon the latter's initial request and without delay, all the documents relating to the Confidential Information communicated under the Agreement, as well as all the complete or partial copies and reproductions of the documents that it makes.

25.5 Field of application

- (a) This Clause will also apply to any Confidential Information communicated for the Proper Reason by one Party to the other Party prior to the conclusion of the Agreement.
- (b) Nevertheless, the duty of confidentiality contained in this Clause will not apply to all or part of the Confidential Information:
 - which was legally held by the Beneficiary or, as regards XXXX also by an Affiliate company, prior to its first communication by the Information Provider (whether that is before, during or after the conclusion of the Agreement); or
 - which, after having been received from the Information Provider, is received independently and in good faith by the Beneficiary or, as regards XXX also by an Affiliate Company, from a Third Party that enjoys the right to divulge it and which has not been received directly or indirectly by such Third Party from the Information Provider accompanied by restrictions as to its use; or
 - for which the Beneficiary or, as regards XXXX also by an Affiliate Company, can prove in writing (publication, etc.) that it was or is in the public domain for reasons other than the Beneficiary's failure to fulfil its contractual obligations; or
 - developed independently by an employee of the Beneficiary or, as regards XXXX also by an Affiliate Company, to which the Confidential Information has not been divulged by virtue of the Agreement; or
 - which is subject to a judicial injunction to communicate the information; or

- which is subject to a request for information issued by the French Authority responsible for facilitating and controlling public access to administrative documents, once such Authority has refused to consider the Confidential Information to be confidential commercial information.
- (c) The Information Provider makes no commitment or undertaking of any kind, expressly or implicitly, as to the sufficient or precise character of the Confidential Information communicated by it or as to its use and consequently will not incur any liability of any kind because of the communication of such Confidential Information to the Beneficiary by virtue of the Agreement.

25.6 Duration

- (a) The obligations stipulated in this Clause will apply for a duration of five (5) years starting from the date of expiry or early termination of the Agreement.

25.7 Right to redress

- (a) Each Party, as Beneficiary, accepts and recognizes that the Confidential Information communicated to it by the Information Provider under the Agreement is, by its nature, precious and personal information whose misappropriation or unauthorized communication is likely to cause the Information Provider considerable damage for which redress in the form of financial compensation could prove to be insufficient. Consequently, the Beneficiary accepts, without prejudice to any other right or action, that the Information Provider is authorized to put an end to the damage incurred through means of an injunction, even temporary.

25.8 Communication of the Agreement

- (a) PdN recognizes and accepts that XXXX can communicate this Agreement to his Employers, his insurers, its subcontractors that will perform the construction of the Structures, the Greek tax authorities, the French State and to any entity that is detached from or directly controlled by the French State, and/or to any public body that needs to have knowledge of it.
- (b) XXXX recognizes and accepts that PdN can communicate this Agreement to the French State and to any entity that is detached from or directly controlled by the French State, including Public Treasury, and/or to any public body that needs to have knowledge of it. The contract may also be communicated to the insurers of PdN.

Clause 26 - Notice

- 27.1 Any notice, request or communication that must be made and/or any document that must be delivered by one Party to another Party under this Agreement is made and delivered to the following addresses:

Notice to PdN:

Ports de Normandie

3 rue René Cassin
14280 Saint Contest
For the attention of : the Chairman

Notice to XXXXX:

XXXXX
XXXX
XXXX
XXXX

For the attention of XXXXX, XXXXX

and any other address, telephone number or fax number which will be notified at a later date by one Party to the other Party with reasonable notice.

Clause 27 - Non-waiver

- 27.1 If either Party abstains, at any moment, from requiring the performance by the other Party of one of its obligations under this Agreement or from availing itself of all or part of any right granted to it under the terms of this Agreement, this shall not be construed as a waiver or relinquishment for the future of any such right.
- 27.2 Likewise, the fact that one of the Parties refrains from availing itself of the other Party's failure to perform one of its obligations under the Agreement, does not mean that said Party has waived the rights conferred upon it by the Agreement.

Clause 28 - Resolution of disputes

- 28.1 For any disputes arising from or relate to this Agreement, the Parties will make their best endeavours with a view to finding an amicable solution, in particular by organizing a meeting between their respective counsels.
- 28.2 To this end, one of the Parties will deliver to the other, by registered letter with acknowledgement of receipt, a request to attempt conciliation.
- 28.3 If a disagreement arises between the Parties that cannot be amicably resolved in accordance with Sub-clauses 28.1 and 28.2 above, then the interested Party states in a statement of case the reasons for the disagreement and all the administrative, technical and/or financial consequences that, according to it, are the result. This statement of case is sent by registered letter with acknowledgement of receipt to the other Party.
- 28.4 The Party concerned notifies to the other its proposal for settling the disagreement within a period of thirty (30) calendar days starting from the date of receiving the statement of case.
- 28.5 The absence of a proposition from the Party concerned within this period amounts to a rejection of the complaint.

- 28.6 If the proposal does not satisfy the interested Party or in the absence of a proposal, the interested Party can submit the disagreement to a conciliation committee comprising three (3) persons. For this purpose, the Parties have a period of thirty (30) calendar days within which they shall appoint one (1) conciliator each. The two (2) conciliators thus appointed designate by mutual agreement within a period of eight (8) calendar days the chairman of the conciliation committee.
- 28.7 If the appointment of all or some of the conciliators within the above-mentioned periods is not possible for any reason, or if after the formation of the conciliation committee said committee fails to propose an amicable solution to the Parties within a period of thirty (30) calendar days starting from its formation, or if such solution is not acceptable to either Party, the disagreement will then be submitted to the administrative court of Caen at the request of any Party.

Clause 29 - Amendment

- 29.1 Any changes to the Agreement must be the subject of a written amendment signed by both Parties.

Clause 30 - Contractual documents

- 30.1 If the need arises, contractual documents must be interpreted on the basis of the principles of law that apply to authorizations for occupying state-owned land, and the general rules that apply to administrative contracts.

Clause 31 - Indivisibility

- 31.1 The Agreement constitutes an indivisible whole in such a way that none of the Parties can avail itself of a provision in isolation and pit it against the others independently of the rest.
- 31.2 If any one of the provisions of the Agreement is void and inapplicable, in part or wholly, the other provisions will continue to apply. In addition, the Parties undertake, during negotiations in good faith, to replace provisions that have become inapplicable or void by other provisions of comparable effect.
- 31.3 In any case, void or inapplicable provisions that are not replaced will affect neither the validity of the remaining provisions, nor the valid part of a partially invalid provision, which will retain their effect insofar as the law permits.

Clause 32 - Completeness of the Agreement

- 32.1 The Agreement cancels and replaces any previous verbal or written agreement between the Parties about the same subject.

[Signature page follows]

The Parties hereto have caused this Agreement to be executed in twofold on XX XX XXXX

Signed for and behalf of :

Ports de Normandie:

Name: Philippe Deiss

Signature_____

General Manager

XXXXXX :

Name: XXXX XXXX

Signature:_____

XXXX

Title 10 - APPENDICES

Clause 33 - Appendix 1: Plan of the Ground made available to XXXX

Clause 34 - Appendix 2: Infrastructure capacities guaranteed by PdN

Clause 35 - Appendix 3: Plan of the restricted area

Clause 36 - Appendix 4: Port Dues and Ship Dues (202X)

Clause 37 - Appendix 5: Rental fee

Clause 38 - Appendix 6: Form of Payment Guarantee

Clause 39 - Appendix 7: As-found inspection report (initial state)