

(logo) **GRAYAN ET  
L'HÔPITAL**

Grayan-et-l'Hôpital, 16 August 2023

Sent by email and by registered letter with acknowledgement of receipt:

Re: Exercise of the right of substitution in the event of termination as of right of the building lease signed with the Company Euronat on the 18<sup>th</sup> of June 1975.

Dear Sir, Dear Madam,

You hold rights of use within the Euronat Centre; as you know, the Company of the same name is the lessee under the building lease entered into with the Municipality in 1975.

Based on the information I have, pursuant to the terms of a notarised deed referred to as the “deed of transfer of a right of use” and to the regulations of the Euronat Centre governing use, you are in fact the holders of real property rights pertaining to the plot of land covered by the said deed of transfer. In a ruling handed down on the 18<sup>th</sup> of March 1996, which has the authority of res judicata, the Bordeaux Court of Appeal held that the “right to use and enjoy” granted to the holders of the right to use the Euronat Centre should be regarded as a usufruct within the meaning of Article 578 of the French Civil Code.

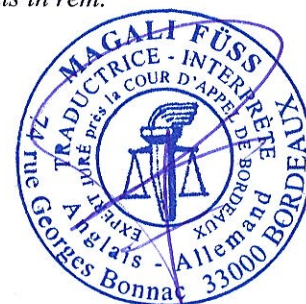
Subject to my being able to examine the notarised deed of transfer of rights that you signed with the Company Euronat, and if you indeed hold such rights in rem, I hereby inform you that I have served formal notice on the said Company to provide the Municipality with any explanations it may wish to make concerning a number of contractual breaches of the construction lease and to comply with its obligations under the said lease.

I am attaching a copy of the letter of formal notice sent to the lessee Euronat, pursuant to the deliberation of 20 July 2023, itself following the report of final observations of the Regional Court of Audit (*Chambre Régionale des Comptes*) dated 6 December 2022, and in particular the recommendation made to the Municipality to “list and measure all the buildings on the site”.

This step was taken pursuant to the provisions of Article IX of the construction lease, the terms of which are the following:

*“This lease may be terminated as of right for failure to pay its price or to perform any of the charges and conditions of the lease, whether they arise from contractual or legal provisions, if the LESSOR sees fit, three (3) months after a simple summons to pay or a formal notice to perform has remained without effect.*

*However, should the LESSEE have granted mortgage security or other rights in rem to third parties, no amicable or judicial termination of this lease may, on pain of the termination not being binding, take place at the request of the LESSOR prior to expiry of a period of three months from the date on which notice of the summons to pay or the formal notice to perform has been served on the holder of the said rights in rem.*



(translated from the French)

*If within three months of the said notice, the said holders have not served notice on the LESSOR of their outright substitution regarding the obligations of the LESSEE, the LESSOR may terminate the lease”.*

Once the reply of the Company Euronat has been examined, should the Town Council decide to terminate the lease as of right, please let me know within a maximum period of three months following receipt of this letter whether you intend to exercise the right of substitution granted to you in your capacity as holders of rights in rem.

In that case, the lease initially entered into with the company Euronat shall continue directly, for the plot of land for which the rights in rem have been transferred to you, between you and the Municipality (Commune) under the same conditions as those of the current lease (unless otherwise agreed) and until the end date of the said lease, i.e. in 2073.

For your convenience, you can find the construction lease and its amendments using the following link:  
[grayan.fr/centre-naturiste-de-grayan-et-1-hopital-lieudit-dépée/](http://grayan.fr/centre-naturiste-de-grayan-et-1-hopital-lieudit-dépée/)

Please reply with an explicit answer regarding your position. If I do not receive a reply, on expiry of the aforementioned period, I will consider that you have waived your right of substitution as lessee.

Yours sincerely,

The Mayor,

Florence Legrand  
(signature)

Ink stamp:  
GRAYAN ET L'HOPITAL  
TOWN HALL  
33590 GIRONDE

Attachments:

1/ Letter sent to the Company EURONAT dated 24 July 2023.

I, the undersigned Magali Füss, sworn translator for the Bordeaux Court of Appeal (French-English-German), hereby certify that the above is a true and accurate English translation of the document presented to me in the French language.  
Bordeaux, 7 September 2023  
Translation no. 23/404 - on 2 pages

