



**AGREEMENT FOR THE PROVISION
OF INDUSTRIAL SPACES
LOCATED IN THE SERVICE FACILITIES BELONGING TO THE
PUBLIC RAILWAY DOMAIN OF SNCF RESEAU**

NON-CONSTITUENT OF REAL RIGHTS

APPENDIX 1: GENERAL TERMS AND CONDITIONS

The provision of industrial spaces located in the service facilities of the public domain of **SNCF RÉSEAU** is governed by a provision agreement, not consisting of real rights. This agreement consists of these “General **Conditions**” and the “*Special Conditions*” which refine these General Conditions and which may include exemption clauses.

The terms used in these General and Special Conditions, refer to:

- “**BENEFICIARY**” means the natural or legal person, public or private, to whom the public domain is made available for carrying out the activities he has indicated.
- “**SNCF RÉSEAU**” means the infrastructure manager pursuant to Article L.2111-9 of the Transport Code.

I - GENERAL CHARACTERISTICS OF THE PROVISION AGREEMENT

ARTICLE 1 - LEGAL FRAMEWORK OF THE AGREEMENT

The **Industrial Space** belongs to the public domain of **SNCF RÉSEAU**.

Law No. 97-135 of 13 February 1997 created RESEAU FERRE DE FRANCE and set out for the benefit of this public establishment, on 1 January 1997, the transfer of full ownership of the assets of the infrastructure and buildings not allocated to the operation of transport services, as defined in Article 5 of said law, which hitherto belonged to the State and were managed by the **National Society of French Railways**. By effect of Law No. 2014-872 of 4 August 2014, RESEAU FERRE DE FRANCE is now called **SNCF RÉSEAU**.

Under the provisions of Article 6 of Law No. 2014-872 of 4 August 2014 relating to railway reform ("the Law"), Article L.2111-9 5° amended by the Transport Code entrusts **SNCF RÉSEAU** with the task of *"ensuring, in accordance with the principles of public service and with the aim of promoting rail transport in France with a sustainable development approach [...] 5° The management of the service facilities it owns and their exploitation"*.

In order to guarantee access to the service facilities that it owns on fair, transparent and non-discriminatory terms, as well as to optimise their exploitation, SNCF RESEAU

has retained the request for the provision of an Industrial Space by a candidate able to offer a range of relevant and varied services to the end users of these same facilities

OR

has selected, by means of a call for tenders, candidates able to offer a range of relevant and varied services to the end users of these same facilities.

In this context, the purpose of this agreement is to define the contractual framework in which the **Industrial Space** belonging the public railway domain is placed at the disposal of the selected candidate so that it is able to offer its services to end users.

As permitted by the provisions of Articles L. 2122-6 and L. 2122-14 of the General Code of Public Ownership, it is expressly agreed that the **BENEFICIARY** shall have no real right to the works, constructions or installations of real estate character that it builds on the public domain made available by **SNCF RÉSEAU**.

Similarly, the **BENEFICIARY** shall not have, at any time during the agreement, or at the end of it, any right of ownership over real estate type constructions or installations built or financed by him.

ARTICLE 2 - COMPLIANCE WITH LAWS AND REGULATIONS

The **BENEFICIARY** shall be required to comply with the laws and regulations in force, in particular those concerning:

- the police and railway security,
- the traffic, the standing and the garage of vehicles in the public domain rights of **SNCF RÉSEAU**,
- urban planning and construction, classified installations for the protection of the environment and regulations on noise,
- dangerous goods

The **BENEFICIARY** shall be obliged at his expense, risks and perils to complete all administrative or police formalities and to obtain all permits necessary for the exercise of his activity. **SNCF RÉSEAU** shall not be held liable in the event of refusal of such permits or because of the conditions to which they are subject.

ARTICLE 3 - NATURE OF THE PROVISION

The provision shall be granted personally to the **BENEFICIARY**; it cannot be assigned or transmitted in any form whatsoever to a third party.

If the **BENEFICIARY** is a company, any proposed modification likely to change the form or the object of the beneficiary company, the person of its representatives, the distribution of the capital stock or the amount thereof, as well as any project of merger or absorption, shall first be notified to **SNCF RÉSEAU** by the **BENEFICIARY**. In this circumstance **SNCF RÉSEAU** reserves the right to terminate the provision, especially in the event that these modifications derogate from the strictly personal nature of the provision.

ARTICLE 4 - USE OF THE INDUSTRIAL SPACE PROVIDED

4.1 By the **BENEFICIARY**

THE **BENEFICIARY** shall not use the **Industrial Space** provided in any other way than as defined in the *Special Conditions*.

The *Special Conditions* specify the manner in which the **BENEFICIARY** may, in the context of the authorised activity, carry out transshipment operations for polluting or dangerous substances.

4.2 Use by a "SUB-BENEFICIARY"

The **BENEFICIARY** may assign to a SUB-BENEFICIARY a partial or total provision of the property made available by **SNCF RESEAU**, subject to the following stipulations:

4.2.1: Any provision shall be subject to the prior and express agreement of **SNCF RESEAU**

4.2.2: The **BENEFICIARY** shall not grant more rights than he holds under this agreement. In particular, he agrees to:

- expressly inform the SUB-BENEFICIARY of the following points:
 - the contract between the **BENEFICIARY** and the SUB-BENEFICIARY terminates no later than the expiry date or the date of termination of this agreement
 - the SUB-BENEFICIARY shall not assign his rights to another third party
- send **SNCF RESEAU** a copy of the contract which binds him to his SUB-BENEFICIARY, including the conditions of duration and economic conditions

4.2.3: the **BENEFICIARY** assumes vis-à-vis **SNCF RESEAU** full responsibility for the consequences of providing the space to the SUB-BENEFICIARY

4.2.4: The **BENEFICIARY** undertakes, at the expiration or in the event of termination of this agreement, to ensure, at his own expense, the release of the premises by his SUB-BENEFICIARY.

ARTICLE 5 - DURATION

The effective date of the provision and its duration are set by the *Special Conditions*.

Upon expiry, the provision cannot be the subject of a tacit renewal, except if an exemption is provided in the *Special Conditions*.

The Parties may meet before the expiry of the agreement to examine the conditions of a possible renewal or an extension by amendment, without the **BENEFICIARY** being able to rely on any right acquired in this respect.

In case of renewal of the authorisation, a new agreement must be drawn up according to the procedures applicable at the time of renewal.

II - FINANCIAL PROVISIONS

ARTICLE 6 - PROVISION FEE

THE **BENEFICIARY** shall pay in advance a fee whose amount, periodicity and terms of payment are fixed in the *Special Conditions*.

ARTICLE 7 - INDEXATION OF THE PROVISION FEE

The amount of the fee for provision of sidings changes with each change of service schedule. The rate applied is that of the current use of the sidings published in the Network Statement service schedule concerned and for which a favourable opinion of the Railway and Road Regulation Authority has been obtained, excluding maintenance costs, when they are borne by the beneficiary.

The fee amount for making additional areas available is indexed each year according to changes in the national index of the cost of construction published by INSEE, or whatever index the public authorities substitute it with. The indexation formula is defined in the *Special Conditions*.

ARTICLE 8 - FINANCIAL GUARANTEE

Before entering the areas, the **BENEFICIARY** shall provide **SNCF RÉSEAU** with a financial guarantee intended to cover all sums due under this agreement.

The forms and methods of this guarantee are defined in the *Special Conditions*.

ARTICLE 9 - EXPENSES

9.1 - Services and supplies

Expenses for connecting to public networks, the rental of meters, consumption of water, electricity, gas, telephone, heating, etc., are paid directly by the **BENEFICIARY**, to the administrators or services concerned.

However, if the administrators or services concerned cannot directly provide the **BENEFICIARY** with certain services or supplies, these are then managed by **SNCF RÉSEAU**, according to the technical and financial conditions indicated in the *Special Conditions*.

In the latter case, the expenses incurred are reimbursed by the person designated in the *Special Conditions*:

- either at their actual cost, plus structural costs,
- or on the basis of a global annual fixed price, indexed under the same conditions as the fee and revisable at **SNCF RÉSEAU's** initiative, particularly in the event of a change in the services and supplies insured or in the event of a change in occupancy or of the use of the **Industrial Space**.

9.2 - Taxes and duties

On a regular basis during the term of this agreement, the **BENEFICIARY** shall pay any type of duties and taxes due to which it is subject because of its occupation, so that **SNCF RÉSEAU** is never worried or implicated in this regard.

In addition, and as provided for in the *Special Conditions*, the **BENEFICIARY** shall pay under the same conditions as the fee and on the basis of a global annual fixed price:

- the amount of duties and taxes of any kind, present and future (property tax, refuse collection tax, tax for offices in Ile-de-France, etc.) for which **SNCF RÉSEAU** is liable in relation to the **Industrial Space** concerned,
- taxes and duties relating to the works, constructions and installations carried out by the **BENEFICIARY**.

This fixed price shall be indexed each year under the same conditions as the fee or revised at the initiative of **SNCF RÉSEAU**, particularly in the event of a change in the base of the taxable material because of the work done by the **BENEFICIARY**.

ARTICLE 10 - VALUE ADDED TAX

The amounts billed to the **BENEFICIARY** under this agreement shall be subject to value-added tax (VAT) at the standard rate in force on the date of invoicing.

ARTICLE 11 – INTEREST FOR LATE PAYMENT

Amounts not paid by the payment deadline indicated on the invoice are automatically increased by interest for late payment without the need to issue a summons or send any formal notice to the **BENEFICIARY** and whatever the cause of late payment. This late payment interest is calculated based on the rate mentioned in the *Special Conditions*. Interest capitalisation shall take effect as of right.

III - PLANNING AND MAINTENANCE OF THE INDUSTRIAL SPACE PROVIDED

ARTICLE 12 - DESIGNATION OF THE INDUSTRIAL SPACE PROVIDED

The *Special Conditions* and the documents annexed thereto shall designate the **Industrial Space** made available.

The **BENEFICIARY** accepts the premises as they are at the time of entry into possession, without being able to demand from **SNCF RÉSEAU** any work of any nature whatsoever.

An inventory, drawn up jointly between the **BENEFICIARY** and **SNCF RÉSEAU**, shall be annexed to the *Special Conditions*.

ARTICLE 13 – ACCES AND SECURITY

The conditions of use and maintenance of access are defined in the *Special Conditions*; the authorised route is included in the map attached to it.

THE **BENEFICIARY** shall ensure that its staff and any third parties visiting the site are aware of the authorised route and special security instructions, as well as the regulations in force regarding traffic and parking on the public domain of **SNCF RÉSEAU**. He also undertakes to comply with and ensure compliance with the various requirements.

ARTICLE 14 – WORKS AND CONSTRUCTIONS

Only with the prior and express agreement of **SNCF RÉSEAU**, shall real estate works and the construction of works and installations by the **BENEFICIARY** on the site be authorised by **SNCF RÉSEAU**.

The parties shall agree, if necessary, any financial, technical and contractual conditions related to the execution of any works.

Article 15 - REPORTING REQUIREMENTS

To enable **SNCF RÉSEAU** to fulfil its reporting obligations with the tax authorities, the **BENEFICIARY** shall communicate to **SNCF RÉSEAU** all information relating to:

- the modification of the consistency of works, constructions or installations,
- a change in the use of a building,

likely to have a direct or indirect impact on the tax base.

This information shall be provided to **SNCF RÉSEAU** within 45 days of the occurrence of said modifications.

ARTICLE 16 - MAINTENANCE, REPAIRS, ENVIRONMENTAL PROTECTION

16.1 – General conditions

The **BENEFICIARY** shall ensure that the property remains in good condition and shall maintain it at his own expense, risk and perils. The same shall apply to the works, constructions and installations that he is authorised to build.

This obligation shall cover in particular rental maintenance.

How the fencing and roofing work is to be carried out is defined in the *Special Conditions*.

The execution of this work, whatever its duration, shall not entail any compensation or reduction in the fee. The same shall apply to restoration work following partially damaged property.

The **BENEFICIARY** shall allow **SNCF RÉSEAU's** agents to enter the site, particularly to ensure that:

- the building is in a good condition
- measures have been taken for the prevention of fire and the good condition of fire extinguishers installed by the **BENEFICIARY** and at his expense, both in application of the regulations in force and at the request of **SNCF RÉSEAU**.

These checks shall not, under any circumstances, lead to **SNCF RÉSEAU's** liability in case of damage.

16.2– Protection of the environment

The **BENEFICIARY** declares that he is personally responsible for any question relating to the environmental policy concerning the premises made available to him in the context of this agreement as well as for the buildings built on the service facility placed at his disposal.

He shall take all necessary measures and shall comply with all measures prescribed by law or the regulations in force in order to protect the **Industrial Space**, at any time, from any form of pollution.

If one way or another, as a result of the actions or the abstention of the **BENEFICIARY**, its agents, representatives or co-contractors, pollution is detected, the **BENEFICIARY** shall be held liable. He shall then be responsible for carrying out all the work necessary to remove the source of pollution and eliminate all consequences, on or in the **Industrial Space** under the agreement, as well as in or on neighbouring properties.

To this end, he undertakes to inform **SNCF RÉSEAU** as soon as pollution is discovered and to appoint, at his expense, an expert recognised and approved by **SNCF RÉSEAU**, whose task shall be to study the nature and the extent of the pollution and the means to be implemented in order to remove the source and eliminate all the consequences. A copy of the report shall be sent, without delay, by the **BENEFICIARY** to **SNCF RÉSEAU**. In addition, in the event that **SNCF RÉSEAU** incurred study and checking costs related either to the establishment of the work to be done to remedy the situation or to monitor the work carried out by the **BENEFICIARY**, the latter undertakes to reimburse all of these costs to **SNCF RÉSEAU**.

If, following the discovery of pollution, negotiations were to be initiated with the competent authorities or third parties, the **BENEFICIARY** shall be in charge of conducting these negotiations. He shall, however, keep **SNCF RÉSEAU** perfectly and fully informed of the progress of the negotiations and, at its request, involve it in these negotiations.

Work to remove sources of pollution and elimination of its consequences shall be carried out by the **BENEFICIARY**, exclusively at his own expense and under the control of the expert appointed under the conditions provided for in the article above. The **BENEFICIARY** shall regularly update **SNCF RÉSEAU** on the progress of this work.

At the end of the work, the expert shall be responsible for confirming the elimination of the sources of pollution and the elimination of all its consequences, for ordering additional work if necessary and for monitoring its implementation.

If the **BENEFICIARY** fails to carry out the above measures, **SNCF RÉSEAU** may proceed with them or have them carried out at the expense of the **BENEFICIARY**.

ARTICLE 17 - DISTURBANCES

The **BENEFICIARY** shall be responsible for, without being able to claim any compensation or reduction of fees, the consequences of work needed in the public interest, to satisfy **SNCF RÉSEAU**, or public security, whatever the duration.

IV - LIABILITY AND INSURANCE

ARTICLE 18 - LIABILITY

18.1 - Any accident or damage, caused by non-compliance with:

- legislative and regulatory requirements, in particular those referred to in **Art.2 "Compliance with laws and regulations"** and **Art.14 "Works and constructions"**,
- regulations and special instructions referred to in **Article 13 "Access and Security"** -above, as well as the requirements relating to security, traffic and parking in the public domain premises of **SNCF RÉSEAU**, described in the *Special Conditions*,

shall be the liability of the **BENEFICIARY** who consequently waives all recourse against **SNCF RÉSEAU**, its respective agents and its possible insurers. He undertakes to indemnify them and to guarantee them against any action that may be brought against them.

18.2 - Only the **BENEFICIARY** shall bear the pecuniary consequences of damages of any kind that may be caused:

- to the **Industrial Spaces** made available to him as well as the works, constructions and installations he has made,
- to himself, to his own industrial spaces and possessions, and to those of which he is a holder in any capacity, as well as to his agents,
- to the **Industrial Spaces**, goods and persons of third parties (including, but not limited to, subcontractors, contractors, railway undertakings, customers, co-occupiers, neighbours, etc.),
- to **SNCF RÉSEAU**, and to its agents, it being specified that **SNCF RÉSEAU**, co-occupant and neighbour, acts as a third party

Consequently, the **BENEFICIARY** shall renounce all recourse against **SNCF RÉSEAU**, its agents and its possible insurers and undertakes to guarantee them against any action or claim against them and to compensate them for the prejudice suffered by them.

These provisions shall apply to damages that may arise as a result of or in connection with the execution of the occupancy agreement.

18.3 - The liability of the **Parties** shall be determined according to the rules of common law for damage resulting from fires or explosions occurring outside the land and buildings or parts of the buildings made available.

Article 19 – INSURANCE

19.1 Insurance for the risks related to the performance of WORKS

< Reserved clauses >

19.2 - Insurance for the risks related to the OPERATION

19.2.1 - “Public liability” insurance

1. The BENEFICIARY shall be required to take out a "*public liability*" insurance policy intended to guarantee the financial consequences of the risks placed on him in **Art. 18 “Liability”**.
2. This policy shall include the waiver of recourse, guarantee and indemnification clauses provided for in **Art. 18 “Liability”**, the Insurer of the **BENEFICIARY** shall expressly declare to substitute himself for his insured for the execution of these special clauses.
3. [Variation] **If the BENEFICIARY carries out the handling or storage of hazardous or polluting materials**

3.1 The OCCUPANT shall extend (or subscribe to) the guarantees of his "Public Liability" policy:

- to the risk of pollution or damage to the environment of accidental and/or gradual origin that may reach the places at his disposal and cause damage to SNCF RÉSEAU,
- up to a minimum amount of EUR 1,000,000 (one million) per claim, it being understood that this cannot in any circumstances constitute a limitation of liability.

3.2 Guarantees:

- In addition to damages to third parties, the guarantees subscribed to shall include on-site and off-site remediation costs for soils, subsoils and groundwater, as well as prevention costs.

Environmental damage with reference to European Directive 2004/35/EC shall be guaranteed with a minimum capacity of 250,000 (two hundred and fifty thousand) EUR when justified (for example when the land is located at a distance of less than 5 kilometres from a NATURA 2000 classified area, or where the land is located upstream of a watercourse containing protected species or falls within the scope of the Appendix to the Directive).

- In the case of operation of underground storage facilities, the damage caused by them must be guaranteed.

3.3 This extension of guarantee:

- shall be applied throughout the duration of the occupation permit and,
- shall be maintained after the expiry or termination of the latter until submission by the BENEFICIARY of the completion of the work report as provided for in Art.29 "Leaving the premises" of the General Conditions or an environmental

diagnosis showing an environmental condition comparable to that present upon entry to the site if there is no need to carry out restoration work.

19.2.2 “Property Damage Liability” Insurance (“PD”)

1. When the **Industrial Space** includes buildings (in the sense of buildings or platforms, excluding tracks) and/or equipment that is insurable under a "*Property Damage*" type of coverage, the **BENEFICIARY** shall be obliged to take out this cover both in his name and for the account and in the interest of **SNCF RÉSEAU**, who will thus have the status of insured, a policy in the form of "*Property Damage*" liability insurance based on the "*all risks except*" formula to cover damage of any kind and regardless of its origin, which shall cover:
 - a. property,
 - b. the works, constructions, equipment and installations carried out by the **BENEFICIARY** up to the final amount of the work determined as provided for in article 14 "Works and constructions".
2. This policy shall also include clauses intended to cover:
 - a. "Miscellaneous expenses and losses" and "Liability" (including public liability normally incumbent on the property owner),
 - b. neighbourhood risks "Recourse of Neighbours and Third Parties" ("RNT"), as more fully described below (Article 19.2.4 "Neighbourhood Risk Insurance"),
 - c. indirect losses up to a lump sum of 10% of the amount of the damage,
 - d. the fees of experts appointed by the **BENEFICIARY**, **SNCF RÉSEAU** or **SNCF Immobilier** (or the **MANAGER**),
 - e. the cost of demolition and excavation following a disaster,
 - f. the restoration and/or reconstruction of the installations.
3. The policy must be accompanied by a waiver clause from his insurer to pursue any recourse against **SNCF RÉSEAU**, **SNCF Immobilier**, their respective agents and their possible insurers, the insurer of the **BENEFICIARY** having to expressly declare to replace his insured for the execution of this particular clause.

19.2.3 - Property insurance of the **BENEFICIARY**

1. The **BENEFICIARY** shall be responsible for insuring his own **PROPERTY** (all materials, movable objects, goods on the site made available and which may belong either to the **BENEFICIARY**, his staff, or to third parties, which he is safekeeping for them) based on the "all risks" formula.
2. For coverage purposes, the policy taken out by the **BENEFICIARY** (or for which he is the beneficiary) shall be accompanied by a waiver clause from his insurer to pursue any recourse against **SNCF RÉSEAU**, its agents and its possible insurers, the Insurer of the **BENEFICIARY** having to expressly declare to replace his Insured for the execution of this particular clause.

19.2.4 - Neighbourhood Risks Insurance ("RNT")

The **BENEFICIARY** shall be required to obtain "Recourse of Neighbours and Third Parties" insurance cover, for the pecuniary consequences of the liability he incurs vis-à-vis co-occupants and neighbours for fire, explosion and water damage that may occur on the site provided.

Special extension (Dept. of Haut-Rhin, Bas-Rhin and Moselle): the fire liability of the insured shall be guaranteed if it is sought and proven for the risks located in the departments of Haut-Rhin, Bas-Rhin and Moselle, which benefit from a law of insurance exemption for rental risks.

This coverage shall be an extension of the property or public liability insurance.

Without waiting for the effective request of **SNCF RÉSEAU**, it is expressly understood by the **BENEFICIARY** that he shall within ONE month:

- provide evidence to **SNCF RÉSEAU**, of the insurance policies which he is obliged to have:
 - i. prior to the making available of the **Industrial Space**, and annually for the duration of the agreement for the policies referred to in article 20.2 "Insurance of risks related to operation"
 - ii. before the date of opening of the site for the risks referred to in article 19.1 "Insurance for the risks related to the performance of works",
- provide evidence of the regular annual payment of premiums relating to the aforementioned policies,
- notify **SNCF RÉSEAU** of any material change affecting his insurance contract(s) and any circumstance likely to cause the suspension or termination of the coverage.

With regard to the Insurance Certificate:

This document, issued exclusively by an insurance company, a general agent, or a recognised solvency mutual, shall:

- a) be an original copy drafted in French and using the EURO currency,
- b) be valid on the day of its presenting, and
- c) include the following information at the very least:
 - i. name of the insured
 - ii. designation of goods and/or exact activities covered

- iii. the amounts of coverage for material, tangible, intangible consecutive and non-consecutive damages, and/or the limits stated and other extensions
 - iv. the validity period and date of issue of the insurance certificate
 - v. a clause waiving recourse if applicable
- d) and any other information usually entered on a certificate based on the coverage to which that certificate refers.

19.3 Insurance and obligation of the SUB-OCCUPANT

Once a sub-occupant has been authorised by **SNCF RÉSEAU**, the **BENEFICIARY** shall procure compliance from the sub-occupant to subscribe to the same insurance policies and the same obligations as those of this article and **Art. 20 "Obligations of the OCCUPANT with respect to an insurance claim"** below.

ARTICLE 20 - OBLIGATIONS OF THE BENEFICIARY WITH RESPECT TO AN INSURANCE CLAIM

20.1 - Insurance claim

a) The **BENEFICIAIRE** shall:

- advise **SNCF RÉSEAU**, within the time indicated in the Special Conditions, of any damage sustained or caused by the industrial spaces placed at its disposal as well as by the works, constructions and installations carried out by it,
- to submit, under the conditions and validity period of each insurance policy, all claims to the insurance companies. **SNCF RÉSEAU** hereby provides the **BENEFICIARY** with the necessary authority to make these declarations.

b) The **BENEFICIAIRE** shall also:

- take the necessary steps to obtain from insurance companies the payment of compensation,
- carry out all necessary acts, formalities and appraisals, and provide the necessary support,
- in the case of difficulties, start all legal proceedings, constraints and necessary procedures.

c) The **BENEFICIARY** shall keep **SNCF RÉSEAU** regularly informed of all its actions and the follow-up of the settlement of the claim.

d) All costs, fees and expenses of any kind, including legal fees, which may remain due as a result of the fulfilment of the obligations mentioned above, shall be borne by the **BENEFICIARY**.

20.2 - Claim settlement

- a. In the event of partial damage, the **OCCUPANT** shall be required to restore the damaged areas with the same technical characteristics and the same quality of materials as the original premises, at his own expense and risk, under the conditions of Article 14. "Works and constructions".

SNCF RÉSEAU shall reimburse the **OCCUPANT**, after receiving proof of the refurbishment work carried out, any indemnities it may receive from the insurance companies, subject, however, to the deduction of any taxes that may be levied on these indemnities.

If the administrative authorities refuse to grant the necessary permits for the restoration of the premises or the performance of the activity provided for in the *Special Conditions*, the occupancy agreement shall be terminated automatically. The compensation procedure of the OCCUPANT is indicated in article 26 "Termination in the event of disaster".

- b. In the case of total damage, the provisions laid down in **Art.26 "Termination in the event of a disaster"** shall apply.

V - TERMINATION OR EXPIRATION

ARTICLE 21 - UNILATERAL TERMINATION AT THE BENEFICIARY'S INITIATIVE

Under the conditions set out in the *Special Conditions*, the agreement may be terminated at the initiative of the **BENEFICIARY** each year, on the anniversary of its effective date. He shall inform **SNCF RÉSEAU** under the conditions set out in the *Special Conditions*.

ARTICLE 22 - UNILATERAL TERMINATION AT SNCF RÉSEAU'S INITIATIVE

SNCF RÉSEAU may at any time terminate the agreement making the space available for railway purposes or any other reason in the public interest. **SNCF RÉSEAU** shall inform the **BENEFICIARY**, at least six months in advance by registered letter with acknowledgement of receipt.

ARTICLE 23 - UNILATERAL TERMINATION BY SNCF RÉSEAU FOR NON-COMPLIANCE BY THE BENEFICIARY WITH HIS OBLIGATIONS

In the event of non-compliance by the **BENEFICIARY** with one of his obligations, other than the one referred to in Article 24 below, **SNCF RÉSEAU** shall notify him by registered letter with acknowledgement of receipt to comply within a set deadline.

Once this deadline has passed and without resolution of the situation by the **BENEFICIARY**, **SNCF RÉSEAU** may, by registered letter with acknowledgement of receipt, immediately terminate the agreement.

ARTICLE 24 - TERMINATION CLAUSE FOR NON-PAYMENT

In the event of non-payment of the sums due by the **BENEFICIARY** on the payment deadlines indicated on the invoice, **SNCF RÉSEAU** shall send a formal demand to pay the sums due within a month, by registered letter with acknowledgement of receipt.

In the absence of payment within the prescribed period, termination shall be automatic, notwithstanding any subsequent payment and without the need for any legal proceedings.

ARTICLE 25 - TERMINATION CLAUSE FOR FAILURE TO PROVIDE A FINANCIAL GUARANTEE

In the event of non-provision of the financial guarantee provided for in Article 8 or in the event of non-reinstatement within two weeks of said financial guarantee in the event that it has been called on by **SNCF RÉSEAU**, the latter shall give formal notice to the **BENEFICIARY**, by registered letter with acknowledgement of receipt, to provide said guarantee or to reinstate it.

If the guarantee is not provided or reinstated within the time specified in the formal notice, termination shall take place automatically and without there being any need to complete any judicial formalities.

ARTICLE 26 - TERMINATION IN THE CASE OF DISASTER

This *Provision Agreement* shall be terminated ipso jure in the event of destruction of the occupied premises if the **BENEFICIARY** is unable to operate on said premises or to use them in accordance with their intended purpose, as provided for in *Special Conditions*.

ARTICLE 27 - INDEMNIFICATION OF THE BENEFICIARY

The expiry or the termination of the agreement for any reason whatsoever shall not entitle the **BENEFICIARY** to any form of compensation.

VI - TERMINATION OF THE AGREEMENT

ARTICLE 28 - REMOVAL OF WORKS CREATED BY THE BENEFICIARY

Upon expiration or termination of the agreement, and unless expressly requested otherwise by **SNCF RÉSEAU**, the **BENEFICIARY** shall proceed with the demolition at his expense, risk and peril of the works, constructions and installations he has made.

If the **BENEFICIARY** fails to carry out the demolitions mentioned above, **SNCF RÉSEAU** may proceed with them or have them carried out at the expense of the **BENEFICIARY**.

ARTICLE 29 – LEAVING THE PREMISES

On the expiry or termination date of the agreement, the **BENEFICIARY** shall be obliged to evacuate the occupied premises and to return them completely free of all movable objects.

Subject to the application of articles 26 and 28 above, the **BENEFICIARY** shall be obliged to restore the premises in a good state of maintenance.

An inventory shall be drawn up jointly; where applicable, **SNCF RÉSEAU** shall proceed with or instruct others to do the work necessary to restore the premises to their original state, at the expense of the **BENEFICIARY**.

At the end of the agreement, prior to his departure, the **BENEFICIARY** shall confirm to **SNCF RÉSEAU**, in writing, that no pollution has been caused by him or is his responsibility or, if this is not the case, that all the sources and consequences of pollution have been eliminated.

During termination of all activities on the site, and before any return to **SNCF RÉSEAU**, the latter may require the **BENEFICIARY** to carry out a diagnosis of the state of the soil, the subsoil and the surrounding areas likely to have been polluted during the occupation period. The results of these analyses shall be communicated to **SNCF RÉSEAU**.

In the event that these results show a soil or subsoil pollution related to the activity of the **BENEFICIARY**, the latter undertakes to take on the work necessary for the restoration of the premises.

If the activity carried out by the **BENEFICIARY** comes under the legislation on classified installations or if **SNCF RÉSEAU** finds in the description of the premises' condition mentioned above, a pollution of the site, the **BENEFICIARY** shall carry out, at his expense by a specialised research organisation, an analysis of the soil and subsoil of the site and the surroundings likely to have been polluted and communicate the results to **SNCF RÉSEAU**.

In the event that pollution is detected, the **BENEFICIARY** undertakes to carry out, at his own expense and risk, all the work necessary to clean up the soil and subsoil of the grounds in question and to provide **SNCF RÉSEAU** with a certificate of pollution free premises.

During the entire period of unavailability of the site, the **BENEFICIARY** shall pay **SNCF RÉSEAU** a monthly allowance equivalent to the amount of the fee and the expenses, without prejudice to claims for further compensation.

In all cases, if the activity carried out by the **BENEFICIARY** falls under the legislation on classified installations, the **BENEFICIARY** shall provide **SNCF RÉSEAU** with a certificate of cessation of activity submitted to the Prefect pursuant to Article 34 of Decree No. 77-1133 of 21 September 1977.

ARTICLE 30 - ACCESS RIGHT

SNCF RÉSEAU shall have the option to visit the premises during the notice period, by giving the **BENEFICIARY** 24 hours' notice.

Article 31 – EVICTON

If the premises are not left within the required time, **SNCF RÉSEAU** shall initiate an eviction procedure before the competent court.

VII - JURIDICION, STAMP DUTY AND REGISTRATION

ARTICLE 32 - JURIDICION

Any dispute concerning the interpretation and execution of these conditions and the *Special Conditions* shall be brought before the PARIS Administrative Court.

ARTICLE 33 – STAMP DUTY AND REGISTRATION

The stamp duty and registration fees for the occupancy agreement and its appendices shall be borne by the Party who has requested this formality.

The **BENEFICIARY** acknowledges that he has been given a copy of these General Conditions in Appendix 1 of the *Special Conditions* of occupation,

In

On

Signature