

THE YEAR TWO THOUSAND FOURTEEN,  
ON <DATE>  
Alexandre SANTONI, Notary Attorney at the Résidence de BONIFACIO,  
South Corsica, Bancarello, Route de Sartène, the undersigned

Received this notarially recorded instrument in electronic format containing  
a **Sale by licitation** which terminates the undivided co-ownership (*indivision*), at  
the request of the persons identified hereinafter.

**IDENTIFICATION OF THE PARTIES**

The petitioners, parties to this document, are as follows:

**ASSIGNOR**

<PRENOMS NOM>, Electrical Engineer, residing in <ADRESSE> .  
Not having entered into a civil partnership.  
Born in TOULOUSE (31000 France), on <DATE>1965.  
Of French nationality.

*The person(s) identified above being referred to in the body of this legal  
instrument as “the ASSIGNOR” or “The SELLER”*

**ASSIGNEE**

<PRENOMS NOM>, Fashion Designer, wife of <PRENOMS NOM>,  
residing in NEW YORK (UNITED STATES), <ADRESSE>.  
Born in TOULOUSE (31000 France), on <DATE>, 1969.  
Of French nationality.

Married under the New York State total separation of property regime, without a prenuptial agreement prior to her marriage celebrated at the city hall of NEW YORK CITY (UNITED STATES), on <DATE>, 2010; this regime has not been subject to any subsequent contractual or judicial modification, as stated.

*The person(s) identified above being referred to throughout the body of this legal instrument as the "ASSIGNEE" or the "BUYER"*

It is specified herein that, in the case of plurality of ASSIGNORS or ASSIGNEES, there will be solidarity between all the natural persons or legal entities forming one of the contracting parties, which together shall also jointly and severally bind their heirs and beneficiaries.

### **DOMICILE**

For the execution hereof and for actions subsequent thereto, the parties have elected domicile at their respective residences.

### **PRESENCE or REPRESENTATION**

- <PRENOMS NOM>, not present but represented by <PRENOMS NOM>, notary clerk, whose professional domicile is at the notarial firm of the undersigned notary attorney pursuant to a power of attorney dated <DATE>, 2014, signed in <ADRESSE> (Haute Garonne, France), *attached hereafter*.

- <PRENOMS NOM>, married name <NOM>, not present but represented by Frédérique ZURIA, notary clerk, whose professional domiciled is the notarial firm of the undersigned notary attorney, acting pursuant to a power of attorney signed at the Consulate General of FRANCE in NEW YORK on <DATE>, 2014, *attached hereafter*.

### **PURPOSE OF THE CONTRACT**

The ASSIGNOR has sold by licitation to the ASSIGNEE, who accepts, all her undivided co-ownership rights, or **seven-thirty sixths (7/36<sup>th</sup>)**, which she owns undividedly in property and rights, the description of which follows, with the ASSIGNEE, owner of **eleven-thirty sixth (11/36<sup>th</sup>)** of:

### **DESCRIPTION**

#### **Municipality of PORTO VECCHIO (20137 CORSICA)**

A constructed property in the <LIEU> locality.

Consisting of:

\* A main sheepfold (or sheep barn) used as residential premises consisting of two main sections connected by an uncovered terrace and an arcade, including:

- in the main section of the building: a living room, a kitchen, a corridor, a shower room

- in the second section of the building: a bedroom and a covered terrace

\*A secondary sheepfold/barn used as residential premises, including:

- on the upper floor: a living room, a bedroom, a bathroom, terraces

- on the lower floor: a bedroom and a shower room

\* A small wood frame building, all

registered with the land registry:

SECTION	No.	LOCALITY OR ROUTE	TYPE	AREA		
				HA	A	CA
AZ	35	<LIEU>		0	45	25

(hectares, ares, centiares)

**EXEMPTION FROM DRAWING UP A PLAN**

The ASSIGNEE expressly exempts the ASSIGNOR from having a surveyor's plan drawn up and declares that she takes personal responsibility for the situation regarding boundaries and easements of the aforementioned BUILDING.

**TYPE AND PORTION OF THE RIGHTS SOLD**

The building, object hereof, has been sold by:

<PRENOMS NOM> in the amount of 7/36<sup>th</sup> of the full ownership.

**TYPE AND PORTION OF THE RIGHTS BOUGHT**

The building, object hereof, has been purchased by:

<PRENOMS NOM>, married name <NOM> in the amount of 7/36<sup>th</sup> of full ownership.

**RELATIVE EFFECT**

Declaration of ownership drawn up by Francis DUGA, Notary Attorney in TOULOUSE, on February 18, 2005, after the death of <PRENOM NOM> which occurred on July 1, 2004, published in the Land Registry Office of AJACCIO, on March 29, 2005, volume 2005P, number 2102.

**COSTS AND CONDITIONS**

This sale took place at ordinary legal costs and under ordinary conditions in similar matters and under the conditions appearing below in the second section that the BUYER must execute and perform.

**OWNERSHIP - ENJOYMENT**

Pursuant to Article 883 of the French Civil Code, the ASSIGNEE shall be the sole owner of all property and assigned rights, retroactively as of the start of the co-ownership (indivision) between the ASSIGNOR and the ASSIGNEE.

The ASSIGNEE shall have enjoyment of this property as of this day via actual possession, as the building is free from any rental or other form of occupancy.

**PRICE**

This sale by licitation has been granted and accepted for the shares and portions for licitation at the purchase price of **ONE HUNDRED ONE THOUSAND FIVE HUNDRED FIFTY-EIGHT EUROS AND THIRTY-THREE CENTS (€101,558.33)**.

The full ownership of the property being valued at the sum of FIVE HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED EUROS (€22,300.00)

Based on which the ASSIGNEE is paying in cash the sum of SIXTY THOUSAND EUROS AND THIRTY-THREE CENTS (€60,000.33) by the accounting of the undersigned notary attorney, to the ASSIGNOR, who acknowledges this and consents to its discharge.

**FOR WHICH RECEIPT IS DULY GIVEN**

**PAYMENT OF THE PRICE**

The price of this sale by licitation has been set for the shares and proportion sold by licitation by agreement of joint owners, in the amount of ONE HUNDRED AND ONE THOUSAND FIVE HUNDRED FIFTY-EIGHT EUROS AND THIRTY-THREE CENTS (€101,558.33)

The full ownership of the property being valued in the amount of FIVE HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED EUROS (€22,300,00)

Based on which the ASSIGNEE is paying in cash the sum of SIXTY THOUSAND EUROS AND THIRTY-THREE CENTS (€60,000.33) by the accounting of the undersigned notary attorney, to the ASSIGNOR, who acknowledges this and consents to its discharge.

**WHICH RECEIPT IS DULY GIVEN**

As for the balance, i.e. FORTY-ONE THOUSAND FIVE HUNDRED FIFTY-EIGHT EUROS (€41,558.00), the ASSIGNEE undertakes to pay this amount to the ASSIGNOR by no later than February 20, 2018.

After this period, this sum will accrue interest at the legal rate in force.

And this stipulation for the payment of interest shall not be considered a deadline extension.

**RESERVATION OF LIEN AND ACTION FOR RESCISSION**

For the security and guarantee of the payment of the balance of the price for this sale and of all expenses and incidentals, the IMMOVEABLE PROPERTY sold remains affected by a special lien expressly reserved for the ASSIGNOR, independently of the action for rescission

**DECLARATIONS FOR THE ADMINISTRATION**

For fee collection, the parties hereby declare as follows:

- the immoveable property sold by licitation belongs to them undividedly as they received it through the estate of Jacques Alphonse Henri RUFFIE;
- this licitation is between original members of the co-ownership (indivision);
- it ends the indivision existing between them regarding the property in question;
- pursuant to Article 833, paragraph 2, of the French Civil Code, this licitation is declaratory in nature.

This instrument constitutes a licitation concluding the indivision between ASSIGNOR and ASSIGNEE including real property located in Corsica, which is exempt from the 2.5% transfer taxes (750bis A of the French General Tax Code)

**CAPITAL GAINS TAX**

The parties declare that they have been informed that this sale does not fall within the scope of Article 150A of the French General Tax Code, the licitation concerning the estate property between heir or legatee.

For her part, the ASSIGNEE hereby declares to be informed if the property sold by licitation by agreement of joint owners is resold, capital gains will be determined by the difference between the sales price and the market value of the property at the start of administration of the estate of the deceased, unless otherwise exempted.

**CALCULATION OF CHARGES**

NONE

**END OF STANDARD SECTION**

[the translation continues on eleven more pages°