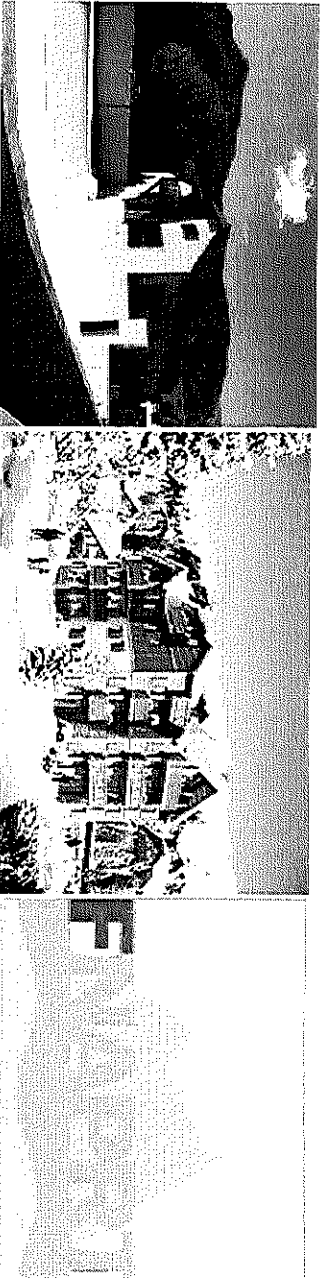


Legal Protection for the *Fédération nationale des associations des propriétaires de résidences de tourisme* (FNAPRT - National Federation of Associations of Tourist Residence Owners)



CONTENTS

You and us	page 3
Definitions	page 4
Services provided	page 5
Areas of intervention	page 7
Geographical scope	page 10
Our financial cover	page 11
Pricing and sales method.....	page 16
Contact us	page 17
Appendix	page 18

YOU: THE FEDERATION NATIONALE DES ASSOCIATIONS DES PROPRIETAIRES DE RESIDENCES DE TOURISME (FNAPRT):

The Fédération Nationale des associations des propriétaires de résidences de tourisme (FNAPRT) was established in 2013.

It is made up of co-owners of tourist residences who have formed associations.

Its president is Georges Guerin.

Its headquarters are located at: 30, rue de la Charlotière - 37540 Saint-Cyr-sur-Loire

Each tourist residence forms an association

Each association has 80 to 200 members (co-owners)

The FNAPRT currently has 50 member associations

US: AXA PROTECTION JURIDIQUE

- ↳ Renowned and proven expertise: more than 400 group policies covering a very large number of members,
- ↳ 140 legal advisors with dual specialisations: corporate law and all areas of private law,
- ↳ More than 175,000 legal consultations provided over the telephone each year,
- ↳ More than 36,000 new disputes managed per year,
- ↳ A network of partners: 230 lawyers, 700 experts, 300 bailiffs, and 50 mediators ready to serve your members.

DEFINITIONS

Policyholder:

The Fédération nationale des associations des propriétaires de résidences de tourisme on behalf of all its member associations.

Insured:

Co-owners of secondary residences organised into associations that are members of the FNAPRT and have taken out a group Legal Protection policy.

Insurer:

AXA Protection Juridique/Juridica – 1 Place Victorien Sardou – 78166 Marly le Roi Cedex

Broker:

Jean Baptiste Crocombette, AXA tied agent in Marseille and Paris, registered in ORIAS (French insurance broker register) under numbers 07013524 (Marseille) and 07004137 (Paris).

Insured real-estate property: Secondary residences located in metropolitan France leased to a tourist residence and owned by a co-owner who is part of an FNAPRT member association, whether in his own name or jointly, in bare ownership, in usufruct or through a management SCI (non-trading real estate company).

SERVICES PROVIDED

Assistance in the event of a dispute

⚡ Offer advice

Is a member in a dispute with a third party? What should he do?

- ⚡ A legal advisor analyses the situation;
- ⚡ He provides comprehensive advice on the extent of the member's rights;
- ⚡ He assists him and works with him on a plan to defend his interests.



⚡ Search for an amicable solution

Once a strategy has been set, how can the dispute be resolved amicably?

- ⚡ We favour taking all steps aimed at finding an amicable solution to the dispute*;
- ⚡ The member will be assigned a dedicated legal advisor;
- ⚡ He negotiates alongside him and puts all his skills to work to reach a swift and satisfactory solution.

**GSPJ- SOFRES survey (December 2003): 96% of French people surveyed would prefer to settle their disputes amicably).*

Legal assistance for covered disputes

When it is not possible to reach a satisfactory amicable solution with the opposing party, and if legal proceedings are advisable, the case is brought before the courts.

Legal assistance

Is the opposing party in the member's case unreceptive? Is it impossible to reach a satisfactory settlement?

What should he do?

Assisted by his legal advisor, he can instruct the lawyer of his choosing to defend his interests, after informing us and providing us with the lawyer's contact information.

He may also submit a written request to appoint a lawyer recommended by us as competent in the relevant field and/or based locally.

Enforcement of court decisions and negotiated agreements

The court has ruled in favour of your member, but how will the decision be enforced?

We arrange for and monitor enforcement of court decisions and negotiated agreements.

We support him until his dispute has been fully resolved.

**What we
can offer:**

Support for your member from the moment we start his case file:

- we analyse his situation and set the strategy;
- we assist him and are attentive to his needs;
- we cover some or all of the fees and expenses he may have incurred;
- we give him the freedom to choose his lawyer.

AREAS OF INTERVENTION

The areas covered are presented below as they would be written in your contractual documents

Areas covered in the case of a dispute

We defend your interests in the event of a dispute arising in connection with the management of a covered rental property, **subject to the cover exclusions and limits listed below.**

Cover limits

↳ **Unpaid rent and recovery of expenses:** In the event of a dispute relating to unpaid rent, your contribution to legal costs corresponds to **15% of sums effectively recovered**. Nevertheless, we cannot recover an amount greater than the expenses and fees we have incurred to defend your interests. This contribution is required from you at the end of the legal proceedings or at the time of enforcement of the court's ruling.

↳ Amicable and judicial settlements

Neighbourhood dispute: You are covered in the event of a neighbourhood dispute, **provided** these disputes arose more than two months after the policy's start date.

Exclusions

Exclusions shall apply to disputes arising from:

- The issuance of a building permit or urban planning permit applied for by you;
- A construction project, including an off-plan sale;
- Construction work for an amount greater than €2,500 including tax and excluding supplies or €3,700 including tax and including supplies;
- Any endorsements or guarantees you have given or mandates you have received;
- Matrimonial regimes, donations, gifts and inheritances;
- A property dispute with joint tenants or partners in the SCI which owns the property, or between the bare owner and the usufructuary;

- Boundary markings;
- The purchase, ownership or sale of shares or securities, including joint ownership;
- Participation in the administration or management of an association or civil or commercial company;
- Political or union activity, elected public office;
- Proceedings brought against you for fraud;
- Prosecution linked to an intentional offence according to Article 121-3 of the Criminal Code or to a crime;
- The constitutional reform of a law.

Cover scenarios

- ↳ *Dispute with the co-owners: Unjustified increase in charges, objection to how charges are calculated or to a decision by the general meeting, disagreement relating to construction or to the installation of shared equipment*
- ↳ *Dispute with the lessee when revising the contract.*

GEOGRAPHICAL SCOPE

In the event of a dispute, you are entitled to benefits for disputes stemming from facts and events occurring in metropolitan France.

OUR FINANCIAL COVER:

The amount that we cover shall include:

- The cost of police, gendarmes' or bailiff's reports which we have incurred;
- Auditors' fees which we have incurred or which stem from an appraisal requested by a legal decision **within the limits of a maximum total amount of €3,500 excl. tax;**
- Taxable fees and expenses for lawyers and court officers;
- Other taxable expenses;
- Non-taxable legal fees and costs within the limits of the amounts presented in the table on page 12.

Expenses and legal fees

These amounts include secretarial costs and expenses incurred for travel and photocopies. When indicated inclusive of tax, they are calculated based on VAT at 20%. They may vary according to VAT applicable on the date of invoice.

ASSISTANCE		
Policy custody	1000€ Excl. Tax. / 1200€ Excl. Tax	For all claims
Appraisal	400 Excl. Tax. / 480€ Excl. Tax	For all claims
Administrative and tax preliminary appeals - Various commissions	510€ Excl. Tax / 612€ Excl. Tax	For all claims
Amicable proceedings not resulting in a settlement	300€ Excl. Tax / 360€ Excl. Tax	Per case including consultations
Amicable proceedings resulting in a final settlement	600€ Excl. Tax / 720€ Excl. Tax	Per case including consultations
Settlement during the judicial phase leading to an agreement (including mediation or conciliation except in relation to industrial tribunal proceedings)	The amount taken into account is the amount which would have been applied if the proceedings had been completed in the relevant court	Per case
Final hearing (including mediation and conciliation without settlement)		
Administrative appeal - Summary judgement - Supreme Court appeal	610€ Excl. Tax / 732€ Excl. Tax	Per ruling
Local criminal court without a civil action being filed by the insured	360€ Excl. Tax / 432€ Excl. Tax	Per case
District court - Social security court Incapacity dispute court - Commercial court -	1020€ Excl. Tax / 1224€ Excl. Tax	Per case
Administrative court		
Industrial tribunal:		
<ul style="list-style-type: none"> • conciliation office • conciliation office and judgement office (if the conciliation is not successful) 	510€ Excl. Tax / 612 Excl. Tax 1020€ Excl. Tax / 1224€ Excl. Tax	Per case Per case
CIVI (victims' compensation fund) after referral to the criminal court, the court of assize or following a settlement agreement with the FGA (automobile guarantee fund)	300€ Excl. Tax / 360€ Excl. Tax	Per case
Other lower courts not specified (including the court of enforcement)	760€ Excl. Tax / 912€ Excl. Tax	Per case
APPEAL		
In criminal proceedings	800€ Excl. Tax / 960€ Excl. Tax	Per case
All other proceedings	1020€ Excl. Tax / 1224€ Excl. Tax	Per case
HIGH courts		
Court of assize	1720€ Excl. Tax / 2064€ Excl. Tax	Per case
Supreme Court - Council of State- Court of Justice of the European Union	2230€ Excl. Tax / 2676€ Excl. Tax	Per case

Legal costs and fees shall be covered, within the limits of the amounts excluding tax presented in the above table, according to the following terms (however, if you are not liable for VAT, these amounts shall be increased by the VAT in force on the invoice date):

You shall pay the costs and fees of the lawyer called upon including tax and we shall reimburse you upon presentation of the judgement awarded, the settlement agreed or formalities carried out, on the one hand, or a paid invoice, on the other.

If your lawyer asks for payment of a retainer fee, we can make an advance payment of 50% of the stated amounts, limited to a maximum of the sums requested from you. The balance shall be settled on presentation of the judgement awarded, the settlement agreed or formalities carried out.

If you share common interests with several individuals in the same dispute against the same opposing party, we shall reimburse you in proportion to the number of individuals involved in this dispute within the limits of the amounts defined above.

When the case is heard by foreign courts, the amount taken into account shall be that for the equivalent French court. Failing that, the applicable maximum amount shall be that of the level of court in question.

Technical information

- The amount at stake **is set at €180 excluding tax per dispute;**
- Our total coverage **is limited to €14,184 excluding tax per dispute** (or €17,648 including tax);

- Furthermore, auditors' fees **which we have incurred** and/or which stem from an appraisal requested by a legal decision are covered, **within the limits of a maximum total amount of €3,500 excl. tax;**
- Deductible: **none.**

The amount that we cover shall not include:

- Percentage fees charged to the insured, as a creditor, by a court bailiff;
- Results-based fees for any agents, fixed according to the amount at stake or the final or anticipated result of proceedings undertaken;
- Judgements found against the insured in respect of article 700 of the French Code of Civil Procedure or its equivalent before French or foreign courts;
- Court representation fees;
- Court deposit payments requested from the insured;
- Consultation or procedural costs prior to the declaration of the dispute unless they have to be requested as a matter of urgency.

COVER CONDITIONS

- The operative event of the dispute must not be known by you on the start date of the policy.
- You must declare your dispute to us between the start date of the policy and its termination.
- To enable us to analyse the information transmitted and provide you with our opinion on the next steps to take in your dispute, you must receive our preliminary agreement BEFORE initiating court proceedings, taking a next step in the proceedings or exercising any recourse.
- The amount at stake on the date of declaration of the dispute must be greater than or equal to €180 excl. tax. Amount at stake refers to the amount of the dispute, excluding late-payment penalties, interest and related claims. For contracts whose application is spread over an agreed number of periods, the amount of the dispute corresponds to one instalment.
- You must have taken out and maintained all insurance which you are required to have by law.

- No civil liability cover is able to defend your interests for the dispute in question.
- You must not make any incorrect declarations concerning the facts, events or situations underpinning the dispute or more generally any elements which could help to settle the dispute. Otherwise, all your cover shall be suspended for the dispute in question.

PRICING AND SALES METHOD

The rate proposed is determined on the basis of a mandatory group policy taken out by the FNAPRT on behalf of its 50 member associations.

On that basis, the rate, including tax, is set at :

40.95€ incl. tax/co-owner/year

With an estimated 5.000 co-owners

Insurance Tax: 11.6%

CONTACT US

We have made every effort to ensure that this proposal meets all your expectations.
If you have any other questions,

please contact your AXA tied agent:

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75019 Paris

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This document is a sales presentation of our proposal. It is not the final policy. This proposal is valid until
28 February 2015.

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