

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8027108

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	11/15/2021
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
OPENDOORS	11/15/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SOMFY PROTECT BY MYFOX
<b>Street Address:</b>	2460 L'OCCITANE REGENT PARK II
<b>Internal Address:</b>	BUILDING I
<b>City:</b>	LABEGE
<b>State/Country:</b>	FRANCE
<b>Postal Code:</b>	31670
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8620268
Patent Number:	9258281
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)816-4100
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	7038164132
<b>Email:</b>	agoode@nixonvan.com
<b>Correspondent Name:</b>	NIXON & VANDERHYE P.C.
<b>Address Line 1:</b>	901 N. GLEBE ROAD, 11TH FLOOR
<b>Address Line 4:</b>	ARLINGTON, VIRGINIA 22203
<b>ATTORNEY DOCKET NUMBER:</b>	0000-EMBON-MISC
<b>NAME OF SUBMITTER:</b>	ERIC JENSEN
<b>SIGNATURE:</b>	/ERIC JENSEN/
<b>DATE SIGNED:</b>	06/27/2023
<b>Total Attachments: 27</b>	
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RCS : ANNECY

Registry code ; 7401

Corporate acts, corporate orders , acts of natural persons

REGISTER OF COMMERCE AND COMPANIES

**The clerk of the Commercial Court of ANNECY certifies the accuracy of the information provided below**

Type of document : Company deeds (A)

Management number : 2015 B 01668

SIREN number : 817 441 496

Denomination name : OPENDOORS \_

This filing was registered on 11/17/2021 under filing number A2021 /010778

**MERGER TREATY**

**THE UNDERSIGNED:**

- **The company SOMFY PROTECT BY MYFOX**, a simplified joint-stock company with capital of 583,293 euros, whose registered office is 2460 L'Occitane Regent Park II, Building I, LABEGE (31670), registered in the trade and companies register under number 483 015 749 RCS TOULOUSE,

Represented by Mr. Jean-Guillaume DESPATURE in his capacity as Chairman, duly authorized for the purposes hereof,

hereinafter referred to as "**SOMFY PROTECT BY MYFOX**" or the "**Absorbing Company**",

**Firstly,**

**AND**

- **OPENDOORS**, a simplified joint-stock company with capital of 500,000 euros, whose registered office is 50 avenue du Nouveau Monde, CLUSES (74300), registered in the trade and companies register under number 817 441 496 RCS ANNECY,

Represented by Mr. Marc WESTERMANN in his capacity as Chairman, duly authorized for the purposes hereof,

hereinafter referred to as "**OPENDOORS**" or the "**Company Absorbed**",

**on the other hand,**

**HAVE PREVIOUSLY DISCLOSED THE FOLLOWING:**

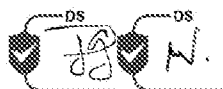
**PRESENTATION OF COMPANIES**

**A - SOMFY PROTECT BY MYFOX, Absorbing Company**

SOMFY PROTECT BY MYFOX, a simplified joint-stock company with capital of €583,293, divided into 777,724 shares with a nominal value of €0.75, fully paid up and of the same class.

This company was incorporated for a period of 99 years.

Its purpose is in particular:



- the design, manufacture and marketing of all electrical, electronic, mechanical and optical equipment and processes in the field of signal detection relating to the monitoring of movable and immovable property, as well as the performance of all scientific, technical operations, industrial, commercial, all research or scientific interventions in this field; as well as
- All management operations of all remote surveillance and security systems, control by electrical, electronic, mechanical and optical means or any other means replacing them with possible intervention on site, and management of all direct or indirect means falling under this object including in particular the installation and maintenance of the systems used;

All industrial and commercial operations relating to:

- The creation, acquisition, rental, lease-management of all businesses, leasing, installation, operation of all establishments, businesses, factories, workshops, relating to any of the activities specified above;
- The taking, acquisition, exploitation or transfer of all precedents, patents and intellectual property rights relating to these activities;
- The direct or indirect participation of the company in all financial, movable or immovable transactions or commercial or industrial undertakings that may be related to the corporate purpose or any similar purpose or related;
- All unspecified operations contributing to the achievement of this object.

It has not issued any preferred non-voting shares, founders' shares, bonds, investment certificates or other composite securities.

The shares are registered.

The capital of the Absorbing Company is 100% owned by SOMFY SA, a public limited company with a board of directors, with capital of 7,400,000 euros, having its registered office at 50 avenue du Nouveau Monde in Cluses (74300) and registered at trade and companies register under number 476 980 362 RCS ANNECY.

The company does not hold a stake in the capital of the Absorbed Company.

The company closes its fiscal year on December 31 of each year.

#### **B - OPENDOORS, Absorbed Company**

OPENDOORS was incorporated as a simplified joint-stock company for a period of 99 years.

Its share capital amounts to 500,000 euros and is divided into 50,000 shares with a nominal value of 10 euros each, fully paid up.

Its purpose is:

- The development and marketing of solutions, products, services and advice on mobile telephony, access control, locks and other security systems,
- The development and marketing of software for mobile telephony and access control systems, locks and other security systems,
- And generally all financial, movable or real estate transactions that may be directly or indirectly related to its corporate purpose and any similar or related purposes, or likely to facilitate its application and development, all for it and on behalf of of third parties or in participation in any form whatsoever.

It has not issued any preferred non-voting shares, founders' shares, bonds, investment certificates or other composite securities.

The shares are registered.

The capital of the Absorbed company is 100% owned by SOMFY SA, a public limited company with a board of directors, with capital of 7,400,000 euros, having its registered office at 50 avenue du Nouveau Monde in Cluses (74300) and registered at trade and companies register under number 476 980 362 RCS ANNECY.

The company does not hold a stake in the capital of the Absorbing Company.

The company closes its fiscal year on December 31 of each year.

The main establishment of OPENDOORS is located in Bidart (64210) – Hôtel Entreprises, 1 Technopole Izarbel.

#### **GROUND - PURPOSES AND GENERAL CONDITIONS OF THE MERGER**

OPENDOORS and SOMFY PROTECT BY MYFOX are 100% owned directly by SOMFY SA, a public limited company with a board of directors, with capital of 7,400,000 euros, having its registered office at 50 avenue du Nouveau Monde in Cluses (74300) and registered in the Trade and Companies Register under number 476 980 362 RCS ANNECY.

The planned merger aims to simplify the current legal organization by bringing together all the employees of the same organization in a single legal entity which will be SOMFY PROTECT BY MYFOX and which will invoice the customers of both SOMFY PROTECT BY MYFOX and OPENDOORS.

The planned merger will not involve any change in the various places of operation, the main establishment of OPENDOORS in Bidart will become, after the merger, a secondary establishment of SOMFY PROTECT BY MYFOX.

## **MERGER BASICS**

To establish the conditions of the merger operation and in particular the consistency of the contribution granted by the Absorbed Company, the companies party to the operation have decided to retain as the basis for their merger their accounts as they result:

- ÿ The company's interim accounting situation as of September 30, 2021 absorbed.

These accounting statements will be available to the partners, at the head office, at least one month before the date of the general meeting of each company called to decide on the merger, and will also be submitted, by this date, to the limited review by the respective incumbent Statutory Auditors.

## **AUDITOR FOR MERGER AND CONTRIBUTIONS**

The company SOMFY SA, holding all the securities making up the share capital of the company OPENDOORS, Absorbed Company, as well as all the securities making up the capital of the company SOMFY PROTECT BY MYFOX, Absorbing Company, since the filing at the court registry of commerce of this merger agreement until the completion of the operation the Parties agree that there is no need for the intervention of a merger auditor or a contribution auditor in accordance with the provisions of the article L.236-11 of the Commercial Code.

## **OPINION OF STAFF REPRESENTATIVE BODIES**

The simplified merger project was presented to the social and economic committee of the Absorbed Company and the Absorbing Company on September 14, 2021. Said committee met again on October 18, 2021 for a question and answer session. The committee issued a favorable opinion at its meeting of November 10, 2021.

## **ASSESSMENT METHODS AND SOCIAL RIGHTS EXCHANGE REPORT**

With a view to determining the merger parity and, therefore, the exchange ratio of social rights, the merging companies were assessed.

### **A - Valuation method for contributions**

Due to the nature of the planned transaction, internal restructuring between two companies under common control and in application of articles 710-1 to 780-2 of the PCG (formerly CRC n°2004-01 of May 4, 2001) modified by the regulation ANC n° 2019-06 of November 8, 2019, ANC regulation n°2015-06 of November 23, 2015 as well as the two opinions of the CU CNC n°2005-C and 2006-B, ANC regulation n°2017-01 and articles 213-2, 221-2, 942-20 and 831-2/26 of the PCG, the contributions must be made at the net book value of the assets and liabilities contributed existing on the effective date of the merger retained by the parties, i.e. January 1, 2022 at midnight.

This value will correspond to the book value of the items transferred on the completion date as they appear on the Contribution Balance Sheet drawn up in accordance with the stipulations below.

## **B - Parity of merger and exchange ratio of corporate rights**

Due to the holding by the parent company SOMFY SA of all the securities making up the capital of the Absorbing Company and of the Absorbed Company, since the filing at the registry of the commercial court of this merger agreement until the completion of the transaction, no exchange report will be made in accordance with the provisions of Article L.236-3 II 3° of the Commercial Code.

**THIS IS EXPOSED, the undersigned have set the following conditions for the merger of the companies SOMFY PROTECT BY MYFOX and OPENDOORS by the absorption of the company OPENDOORS by the company SOMFY PROTECT BY MYFOX:**

### **TITLE I**

#### **DESIGNATION AND VALUATION OF THE ASSETS CONTRIBUTED AND THE LIABILITIES TAKEN IN CHARGE - DETERMINATION OF THE NET VALUE OF THE CONTRIBUTION**

Hereby, the company OPENDOORS brings by way of merger to the company SOMFY PROTECT BY MYFOX, under the ordinary and legal guarantees, all of the property, rights and obligations, all of its assets and liabilities making up its assets as the whole will exist on the day of the final completion of the merger, being observed:

- that the accounts of the Absorbed Company used to establish the bases and conditions of the transaction on the completion date are those closed in an interim accounting situation on September 30, 2021 which appear in **APPENDIX 1** and an estimate of the Projected net accounting income of the absorbed company for the period between 1 October 1, 2021 and the date of completion, namely an estimate of 66,000 euros.

- that the reference to the assets and liabilities of the absorbed company as of September 30, 2021 and the estimated forecast results as of December 31, 2021 with a view to establishing the conditions of the transaction will have no impact on the effective consistency of the transferred assets and liabilities in connection with this merger; the latter being vested in the acquiring company in the state in which they will be on the date of completion.

### **CHAPTER I**

#### **DESIGNATION AND VALUATION OF THE ASSETS CONTRIBUTED**

The gross assets contributed include all the tangible and intangible elements allocated to the operation of the business belonging to the Absorbed Company, operated in Bidart (64210) – Hôtel Entreprises, 1 Technopole Izarbel. and for which the latter is registered under the number 817 441 496 RCS ANNECY and identified in the National Business Directory under the number SIRET 817 441 496 00020, the said tangible and intangible elements being listed below according to their existence and consistency at the accounting situation established on September 30, 2021, namely:



	Raw	Depreciation, provisions	Net
<b><u>Division I</u></b>			
<b><u>- FIXED ASSETS</u></b>			
<b><u>I - Intangible elements</u></b>			
- Research and development costs	€87,575	€14,596	€72,979
- Concessions and similar rights	€1,146,166	€1,146,166	0 €
- Commercial funds	€75,000		€75,000
<b><u>II - Tangible and financial elements</u></b>			
- Industrial equipment and tools	€276,646	€274,937	€1,709
- Other property, plant and equipment	€11,436	€4,762	€6,674
- Investments in progress	€34,100		€34,100
- Guarantees	€4,058		€4,058
<b><u>Section II-</u></b>			
<b><u>SHORT ACHIEVABLE VALUES</u></b>			
<b><u>TERM OR AVAILABLE</u></b>			
- Customers and related accounts	€1,417,486	€80,752	€1,336,734
- Personal	€1,928		€1,928
- State, Sales Taxes	€17,105		€17,105
- Other receivables	€963,603		€963,603
- Prepaid expenses	€3,391		€3,391
- Availability	€84,447		€84,447
<b>AMOUNT OF ASSETS</b>	<b>€4,122,941</b>	<b>€1,521,213</b>	<b><u>€2,601,728</u></b>

The transferred assets will include not only the assets and rights set out above, but also all those that the Absorbed Company will own on the day of the final completion of the merger.

**CHAPTER II**  
**PASSIVE SUPPORT**

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As a consequence of the absorption of the company OPENDOORS by the company SOMFY PROTECT BY MYFOX, the latter assumes responsibility for the liabilities of the company OPENDOORS as they will exist on the day of the final completion of the merger, it being noted that the liabilities of the Absorbed company included, as of September 30, 2021, the following items:

- Loans and various financial debts :	€1,800,000
- Loans and various financial debts – Partners:	€1,327,237
- Supplier debts and related accounts:	€128,178
- Social and tax debts :	€339,659
- Other debts :	€4,678
 <b>AMOUNT OF LIABILITIES</b>	 <b>€3,599,752</b>

In addition, it is agreed that apart from the effective liabilities above, the Absorbing Company will bear all the commitments relating to the contributed funds, which could have been contracted by the Absorbed Company and which, due to their possible nature , would be taken off balance sheet.

**CHAPTER III**  
**DETERMINATION OF THE NET VALUE OF THE CONTRIBUTION**

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The contributed asset having a value of	€2,601,728
While the liabilities assumed amount to	€3,599,752
 <b>THE NET VALUE OF THE GOODS CONTRIBUTED BY THE ABSORBED COMPANY IS TO</b>	 <hr/> <b>- € 998,024</b>
 <b>FORECAST NET INCOME AT 31/12/2021</b>	 <b>€ 66,000</b>
 <b>TOTAL FORECAST NET ASSETS</b>	 <b>- € 932,024</b>

The above valuation of the assets contributed and liabilities assumed is made subject to the subsequent condition of the final book values as they will exist on the date of completion.

To this end, within sixty (60) days following the completion date, final accounts will be drawn up as of the completion date (the " **Contribution Balance Sheet** ").

The Contribution Balance Sheet will be established by applying the same accounting principles as those used for the purposes of establishing the interim accounting situation as of September 30 2021.

The consistency and final valuation of the assets transmitted and liabilities assumed will be determined by the Parties on the basis of the Contribution Report.

If the final net value of the contribution made is greater than the provisional net value, the difference observed will increase the contribution premium recognized by the absorbing company.

In the event that the final net value of the contribution made is lower than the provisional net value, the difference observed will reduce the contribution premium recognized by the absorbing company.

## **TITLE II OWNERSHIP - ENJOYMENT OF PROPERTY PROVIDED**

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The Absorbing Company will own and, as such, enjoy all of the assets and rights making up the assets of the Absorbed Company, including the assets and rights that may have been omitted either herein or in the accounts of the Absorbed Company, from the date of the definitive completion of the merger.

The Absorbed Company formally refrains, until the final completion of the contribution, except with the approval of the Absorbing Company, from carrying out any act of disposal relating to the contributed assets and from signing any agreement, or any commitment concerning it outside the framework of day-to-day management, and in particular to contract any loan, whatever the form, nature and terms.

## **TITLE III CHARGES AND GENERAL CONDITIONS OF THE MERGER**

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This contribution-merger is made under the guarantees and charges and the usual legal and factual conditions in the matter and in particular under the following:

### **Section I - REGARDING THE ACQUIRING COMPANY**

1°) It will take the goods and rights contributed in the state in which they will be on the date of the final completion of the merger, without being able to raise any claim or claim any compensation for any reason whatsoever, in particular for poor condition materials and other movable objects included in the contribution.

2°) It will pay from the date of final completion of the merger, all taxes, duties and contributions or assimilated or substituted taxes as well as any other charges of any kind to which the exploitation of the goods and rights contributed could give rise, all in such a way that the Absorbed Company can never be bothered or investigated on this subject. It will satisfy all city or police obligations to which the ownership and operation of said property give rise.

**3°)** It will execute from the date of final completion of the merger all contracts, markets, treaties and agreements concluded by the Absorbed Company with a view to the exploitation of the goods and rights contributed and will be purely and simply subrogated in the rights and obligations relating to these contracts, markets and treaties.

**4°)** It will pay from the date of final completion of the merger, all subscriptions taken out in relation to the goods and rights contributed.

**5°)** It will continue the employment contracts entered into by the Absorbed Company and will assume all the consequences thereof, pursuant to article L.1224-1 et seq. of the Labor Code. To this end, the Parties undertake to do what is necessary to take all steps to maintain their social protection for the benefit of the employees of the Absorbed Company (supplementary pension, etc.).

Consequently, the Absorbing Company will take over the members of staff of the Absorbed Company and bear the cost thereof on the date of the definitive completion of the merger. It will be required to pay the wages in force as well as all social and tax charges, contributions, benefits in kind and in cash, bonuses, gratuities, and other advantages granted to the personnel taken over by it and will have to do its business, at its own expense, to the continuation of employment contracts with the personnel taken over and respecting any legal, regulatory and contractual requirements, collective agreements as well as all the advantages acquired by the personnel taken over by it with regard, in particular, to paid leave.

The modification resulting from the merger, the subject of this document, will not be taken into account in determining the seniority of the staff members whose contract binding them to the Absorbed Company will be in force on the day of the merger. More generally, all the rights acquired by the personnel of the Absorbed Company and whose contract binding them to the said company will be in force on the day of the completion of the merger will be enforceable against the Absorbing Company.

**6°)** It will be personally responsible, at its own risk and peril, without any recourse against the Absorbed Company, for the continuation or termination of any insurance policy relating to the goods contributed and for which the premiums will be at its expense as from from 1 st January 2022 at midnight as well as the cost of any amendments to be drawn up.

**7°)** It will pay all duties, taxes, disbursements and emoluments of the present and their after.

**8°)** It will be indebted to the creditors of the Absorbed Company in place of the latter, without novation with regard to them.

Consequently, it will be bound to discharge the liabilities of the Absorbed Company which it has assumed, under the terms and conditions in which it is and will become payable, to the payment of all interest, in a word, to the execution of any liabilities charged to it, as the Absorbed Company was required to do, and with all anticipated liabilities if applicable, all in accordance with the provisions of Article L 236-14 of the Commercial Code.

The Absorbing Company will bear the burden of all guarantees relating to the transferred liabilities and which could have been granted by the Absorbed Company.

**9°)** It will be bound, under the same conditions and where applicable, to the performance of the surety commitments and endorsements made by the Absorbed Company and will benefit from all counter-guarantees and sureties relating thereto.

10°) It will be purely and simply subrogated on the day of the completion of the merger, but with effect from 1 January 2022 at midnight in all rights resulting for the benefit of the Absorbed Company from claims against all third parties relating to the property and rights contributed, including all shares, mortgages, privileges, guarantees and personal or real sureties attached thereto, as well as for the benefit of all agreements entered into by the Absorbed Company with all third parties, such as all authorisations, permissions or administrative licenses relating to the activity provided.

11°) It will be fully subrogated in the rights of the Absorbed Company to bring or monitor any legal actions, carry out any transactions, receive or pay any sums due as a result of these decisions.

12°) It will complete all the formalities prescribed by law and regulations with a view to making all contributions enforceable against third parties and in particular to have all contracts and subscriptions taken out by the Absorbed Company transferred to its name for the provision of services useful to the progress of its activities and to make it its personal business to take out all contracts and subscriptions relating to the said services, the cost of which it will bear alone.

13°) It will bear the entire payment of the apprenticeship tax and the contribution to the financing of professional training that may be due by the Absorbed Company since 1 January 1 , 2022 at midnight and, as needed, will benefit from the option of deferring any excess expenses that may have been incurred by the Absorbed Company for professional training.

14°) It will be subrogated, where applicable, to all the rights and obligations of the Company Absorbed in matters of employers' participation in the construction effort.

## **Section II - REGARDING THE ABSORBED COMPANY**

1°) In the event that the transfer of certain contracts or of certain goods is subject to the agreement or approval of a co-contracting party or any third party, the Absorbed Company undertakes to request in due time the agreements or approval decisions necessary and to justify it to the Absorbing Company no later than fifteen days before the date of the decisions of the partners who will decide to carry out the merger.

2°) It will cause to be drawn up, at the first requisition of the Absorbing Company, all additional, rectifying or confirmatory deeds hereof and will provide all justifications and signatures that may be necessary to operate the regular transfer of the assets and rights contributed; it will also return all titles and documents in its possession concerning the goods contributed. All powers must be conferred for this purpose.

3°) It will lend, through its agents, if necessary, all useful assistance for the approval of the Absorbing Company as assignee of the debt securities of various kinds included in the contribution, which, with regard to these debt securities , must also, where applicable, be notified and accepted under the conditions provided for in Articles 1323 and following of the Civil Code, all at the expense of the company benefiting from the contribution.

It is specified that the lack of approval cannot in any way compromise the validity of this agreement, which must possibly relate to the proceeds of the reimbursement of debts or the redemption price of the securities pre-empted following the refusal of approval. .

**TITLE IV**  
**REMUNERATION FOR THE CONTRIBUTION-MERGER**

In accordance with Article L.236-3 of the Commercial Code, amended by Law No. 2019-744 of July 19, 2019 " *The merger [...] entails the dissolution without liquidation of the companies that are disappearing and the universal transfer of their assets to the beneficiary companies, in the state it is in on the final completion date of the operation. It simultaneously entails the acquisition, by the partners of the disappearing companies, of the status of partners of the beneficiary companies, under the conditions determined by the merger or demerger contract. However, there is no exchange of shares or shares of the beneficiary company against shares or shares of the companies which disappear when these shares or shares are held [...] by a company which holds all the shares or shares of the beneficiary company and of the disappearing company or by a person acting in his own name but on behalf of this company. »*

Furthermore, in accordance with ANC Regulation 2019-06 of November 8, 2019 article 5, section 6, sub-section 1, article 746-1, " *For mergers [...] without exchange of securities due to the holding by the same entity of all the securities of the entity benefiting from the contributions and of the entity that is disappearing, the absorbing entity [...] registers the consideration for the contributions as carried forward to new*".

**TITLE V**  
**MISCELLANEOUS STATEMENTS – COMMITMENTS**

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**CHAPTER I**  
**WAIVER OF SELLER'S PRIVILEGE AND RESOLUTORY ACTION**

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As the contribution-merger is made by the Absorbing Company to pay all the liabilities of the Absorbed Company, the latter expressly waives the privilege of the seller of the business and the resolutive action that could belong to it.

**CHAPTER II**  
**STATEMENTS**

**Section I - GENERAL DECLARATIONS**

Mr. Marc WESTERMANN, ex-qualification, on behalf of the Absorbed Company, declares:

- That the Absorbed Company is not in a state of cessation of payments, that it has never been declared in a state of receivership and that it is not subject to an amicable settlement procedure.

- That the industrial fund contributed by it is free of any registration of seller's privilege or pledged creditor as evidenced by the statement of privileges and pledges issued by the Clerk of the Court of Annecy, and attached in **APPENDIX 2** hereof .

- That the fund belongs to the Absorbed Company OPENDOORS for having created it.
- That no real estate is contributed.

## **Section II - TAX STATEMENTS**

### **A – Effective date**

The parties specify as necessary that this merger will have, for tax purposes, an effective date set at 1 January 1 , 2022 at midnight.

### **B - Corporation tax**

The undersigned in their capacity, on behalf of the company they represent, declare that they opt for the application, to this merger operation, of the preferential treatment provided for by article 210 A of the General Tax Code, the participating companies being of French nationality subject to corporation tax.

Consequently, Mr. Jean-Guillaume DESPATURE, ex-officio, declares as necessary, that the Absorbing Company, beneficiary of the contribution, undertakes to:

- a - Include in its liabilities the provisions for which taxation is deferred at the Absorbed Company.
- b - To replace the absorbed company for the reintegration of the results whose taxation had been postponed with the latter.
- c - Calculate the capital gains made subsequently on the occasion of the sale of the non-depreciable fixed assets received as a contribution according to the value they had, from a tax point of view, in the accounts of the Absorbed Company.
- d - Reinstate in its profits taxable to corporation tax, within the time limits and conditions set by article 210 A-3-d of the General Tax Code, the capital gains generated by the merger on the depreciable assets which were contributed to it, without omitting to attach to the result of the actual financial year of transfer the fraction not yet taxed of the capital gains relating to those of these assets which will have been transferred before the expiry of the reinstatement period.
- e - Enter in its balance sheet the elements other than the fixed assets included in the contribution for the value that they had, from a tax point of view, in the entries of the Absorbed Company or failing that, attach in the results of the financial year to during which the transaction takes place the profit corresponding to the difference between the new value of these elements and the value they had, from a tax point of view, in the accounts of the Absorbed Company.
- f - Respect the commitments entered into by the Absorbed Company with regard to the securities received within the framework of this merger which would come from previous operations of demerger or partial contribution of assets.
- g – In accordance with Article 42 septies of the General Tax Code, the Company Absorbing undertakes to proceed itself, up to the amount of the fraction of the said sums

remaining to be taxed on the effective date of the merger, the reinstatement of the equipment subsidies that the Absorbed Company had obtained. It undertakes to stagger this reinstatement over the periods prescribed by the aforementioned article 42 septies.

h - Include in its balance sheet, once the merger is carried out at book value, the accounting entries of the Absorbed Company (original value, depreciation, provisions for depreciation) and continue to calculate the depreciation allowances from the original value that the goods had in the records of the Absorbed Company (in application of BOFIP BOI-IS-FUS-30-20-20200415 of April 15, 2020).

i - Draw up an annual statement and keep a special register.

\* The annual statement:

In accordance with I of article 54 septies of the General Tax Code and I and II of article 38 quidecies of appendix III to the General Tax Code, the undersigned companies, placed under the 210A regime provided by Article 210A, will attach, as necessary, to their declaration of results a statement in accordance with the model provided by the Administration showing for each type of element the information necessary for the calculation of the taxable result of the subsequent sale of the elements considered, and the value of the technical loss of merger mentioned in the 3rd paragraph of 1 of Article 210A.

This statement will mention the date of completion and the nature of the operation, the names or denominations and addresses of the natural and legal persons concerned and, by nature of element:

1° - *For non-depreciable assets:*

- book value,
- the tax value used to calculate the taxable result of the disposals later,
- the amount of the balance possibly received during the operation,
- the amount of the balance imposed during the exchange or contribution operation,
- the exchange or contribution value of the goods.

2° - *For depreciable assets:*

- the amount of capital gains and losses realized during the operation,
- the duration of reintegration of these capital gains,
- the amount of capital gains already reintegrated into the results of the financial years previous,
- the amount of capital gains reintegrated into the results for the financial year,
- the amount of capital gains remaining to be reintegrated.

A statement will be submitted per operation and per financial year as long as there are, under the operation concerned, elements to which is attached a tax deferral provided for by one of the regimes mentioned in I of Article 54 septies. of the General Tax Code.

\* The special register:

In accordance with II of article 54 septies of the General Tax Code, this register mentions the date of the transaction, the nature of the transferred assets, their original book value, their



tax, as well as their contribution value. It will be kept in the company until the end of the third year following that in respect of which the last asset entered in the register left the company's assets.

#### C – Transfer of deficits

On the day of the filing of the draft merger agreement, neither the amount of net income nor the taxable income of the Absorbed Company as of December 31, 2021 are known. As of December 31, 2020, the amount of loss carryforwards of the Absorbed Company amounted to €56,000.

Under the provisions of Article 209 II.2. of the CGI, if on December 31, 2021 there remained a carryforward tax deficit of less than €200,000 at the Absorbed Company, this deficit will be automatically transferred to the Absorbing Company without prior approval, all the other conditions allowing this transfer being met.

#### D - Registration fees

With regard to the registration fees, the preferential treatment provided for by article 816 of the General Tax Code will be applied to this merger operation, it being specified that Messrs. DESPATURE and WESTERMANN, in their capacity for each of the companies that they represent, affirm that this operation meets the definition given of the merger of articles L 236-1 and L 236-3 of the Commercial Code (CGI appendix II art. 301 F supplemented by decree 2020-623 of 22.05.2020)

This merger will therefore be registered free of charge.

#### E - Value added tax

##### 1° - Article 257 bis of the General Tax Code

In accordance with the provisions of article 257 bis of the General Tax Code, the deliveries of goods, the provision of services, carried out between persons liable for VAT are exempt from it during the transmission for payment or free of charge, or under form of contribution to a society of a total or partial universality of goods.

Such is the case of the merger operation that is the subject of this treaty.

The Absorbing Company is deemed to continue the person of the Absorbed Company in particular due to the adjustments of the tax deducted by the latter as well as, where applicable, for the application of the provisions of e and l of Article 266, of 268 or 297 A.

Mr. Jean-Guillaume DESPATURE, ex-officio, declares to take in the name and on behalf of the Absorbing Company all the commitments resulting from the application of article 257 bis of the General Tax Code.

In accordance with BOFIP BOI-TVA-DED-50-20-20-20210224, the acquired company declares to purely and simply transfer to the acquiring company, which will thus be subrogated in all its rights and obligations, the VAT credit it would have on the date of completion of the merger.

2° - Declarative methods:

The Absorbing Company and the Absorbed Company undertake to mention the total amount, excluding tax, of the transmission on their VAT declaration subscribed for the period during which the universality transmission is carried out. This amount will be mentioned on line "05 - Other non-taxable transactions" of their CA3 in accordance with the Official Bulletin of Public Finances BOI-TVA-DECLA-20-30-20 of September 12, 2012.

The Absorbing Company also undertakes, where applicable, to send the Tax Department to which it reports a declaration in duplicate referring to this merger, in which it will mention the amount of VAT credit that will be transferred to it and s undertakes to provide him, on his request, with the accounting justification.

**F – Apprenticeship tax and continuing vocational training**

The Absorbing Company undertakes to cover all the payment of the apprenticeship tax and the contribution to the financing of continuing professional training that may be due by the absorbed company on the basis of salaries paid since January 1, 2022.

and to proceed, on behalf of the absorbed company, within the 60-day period of article 201 of the General Tax Code, with the special declaration provided for in terms of the apprenticeship tax and participation in continuing vocational training.

**G - Contribution of employers for investment in construction**

In accordance with the Official Bulletin of Public Finances BOI-TPS-PEEC-40 of December 18, 2014, the Absorbing Company undertakes to assume all of the obligation to invest incumbent on the Absorbed Company, and requests, as if necessary, to benefit from the right to carry over surplus investments, it being understood that it undertakes to include in its balance sheet the investments made previously by the Absorbed Company and to comply with the obligations that may be incumbent on the latter in respect of investments.

**H - General Subrogation**

In general, Mr Jean-Guillaume DESPATURE, ex-officio, obliges the Absorbing Company to purely and simply subrogate itself in all the rights and obligations of the Absorbed Company.

**TITLE VI**  
**SUSPENSIVE CONDITIONS – DISSOLUTION**

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**CHAPTER I**  
**SUSPENSIVE CONDITIONS**

Independently of the completion of the legal formalities prior to the contributions, this merger will only become definitive after: - filing at the registry of the merger agreement, - decision of the sole shareholder of the Absorbing Company deciding on the approval of the merger and intervening at least thirty (30) days after the insertion of the merger agreement made in the Official Bulletin of Civil and Commercial Announcements (BODACC).

Subject to compliance with the conditions precedent described above, the merger will be carried out definitively and the Absorbed Company will be automatically dissolved and will disappear without liquidation, with effect from 1 January 1, 2022 at midnight.

In the absence of fulfillment of all of these conditions precedent for the 1 January 2022 at midnight at the latest, this merger agreement will be considered null and void.

**CHAPTER II**  
**DISSOLUTION OF THE ABSORBED COMPANY**

The Absorbed Company will be dissolved as of the final completion date of the merger, i.e. as of 1 January 1, 2022 at midnight.

As the Absorbed Company's liabilities must be fully assumed by the Absorbing Company, the dissolution of the OPENDOORS company due to the merger will not be followed by any liquidation operation in accordance with the law.

**TITLE VII**  
**ELECTION OF DOMICILE - POWERS - FORMALITIES**

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**A** - For the execution of the present, the undersigned elect domicile at the head office of each of the companies they represent.

**B** - To make, after completion of the contribution provided for by this draft contract, to publish, mention and execute the present everywhere where necessary, all powers are given to the bearer of a copy or an extract of the present and any other parts that it will belong to.

- And especially, all powers are conferred:

a) On behalf of the Absorbing Company to:

. Mr Jean-Guillaume DESPATURE

b) On behalf of the Absorbed Company to:

. Mr Marc Westermann

With the ability to act on behalf of the company concerned to carry out any additional acts to the designation of the assets included in this contribution, to carry out any amending and/or rectifying acts to bring the designation of the assets and rights contributed in line with all the administrative documents that it will belong.

**C** - The Absorbing Company will complete, where applicable, all other formalities required to make the transmission of the various assets contributed effective against third parties.

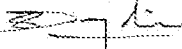
If appropriate, the representative of the Absorbed Company will intervene in any action necessary to make any useful declarations.


DONE IN 4 COPIES (including 2 copies without appendix for filing with the Registry)

IN CLUSES  
November 15, 2021

**SOMFY PROTECT BY MYFOX**  
Mr Jean-Guillaume DESPATURE

**The OPENDOORS company**  
Mr Marc Westermann

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**LIST OF ANNEXES**

**APPENDIX 1:** Intermediate accounting situation of OPENDOORS as of September 30  
2021

**APPENDIX 2:** Statement of privileges and pledges



**KPMG Audit**  
51 rue de Saint-Cyr  
CS 60409  
69338 Lyon Cedex 9  
France

Telephone : +33 (0)4 37 64 76 00  
Fax: +33 (0)4 37 64 76 09  
Website : www.kpmg.fr

# *Somfy Protect by MyFox SAS*

*Report of findings by the statutory auditor of Somfy  
Protect by MyFox SAS resulting from agreed  
procedures relating to the situation at 30 September  
2021 of Opendoors SAS*

Somfy Protect by MyFox SAS

2460 L'Occitane Regent Park II  
Building I  
31670 Labège

*This report contains 7 pages*

Reference: L214-12

KPMG SA, a  
French company member of the KPMG network  
made up of independent firms that are members of  
KPMG International Limited, a company governed by English  
law ("private company limited by guarantee").

Public limited company of  
chartered accountancy and  
statutory auditors with a  
management board and a supervisory board  
Registered on the Roll of the  
Order in Paris under number  
14-30080101 and with the Regional

Registered  
office: KPMG SA  
Tour Egho  
2 avenue Gambetta  
92066 Paris la Défense Cedex  
Capital: €5,497,100.  
Code APE 6920Z  
775 726 417 RCS Nanterre

**PATENT**

**REEL: 064162 FRAME: 0049**



**KPMG Audit**  
51 rue de Saint-Cyr  
CS 60409  
69338 Lyon Cedex 9  
France

Telephone : +33 (0)4 37 64 76 00  
Fax: +33 (0)4 37 64 76 09  
Website : www.kpmg.fr

**Somfy Protect by MyFox SAS**

Headquarters: 2460 L'Occitane Regent Park II  
Building I  
31670 Labege  
Share capital: € 583,293

**Report of findings by the statutory auditor of Somfy Protect by MyFox SAS resulting from agreed procedures relating to the situation at 30 September 2021 of Opendoors SAS**

To the President,

In our capacity as auditor of Somfy Protect by MyFox SAS and in response to your request within the framework of the merger of the company Opendoors SAS and the company Somfy Protect By MyFox SAS, we have implemented the procedures agreed with you , relating to the situation consisting of a balance sheet and an income statement as of September 30, 2021 attached to this report ("the information" or "the situation as of September 30, 2021") of the company Opendoors SAS

This information has been established under the responsibility of the President of Opendoors SAS It is our responsibility to inform you of the findings resulting from the implementation of the procedures agreed with you, as described in our engagement letter of November 3, 2021 and recalled below.

These procedures have been implemented for the sole purpose of enabling you to derive your own conclusions on the situation as of September 30, 2021 of the company Opendoors SAS based on the findings reported. It is therefore up to you to determine whether the nature and extent of these procedures are sufficient with regard to your needs in the context specified above.

Our work was carried out in accordance with the professional doctrine of the National Company of Statutory Auditors relating to this intervention.

**Procedure 1: Fixed assets and depreciation**

These procedures lead us to the following observation:

The test procedure for the main disposals and scrappings, agreed with you, could not be implemented due to the absence of an asset retirement movement.



**Somfy Protect by MyFox SAS**

*Report of findings by the statutory auditor of Somfy Protect by MyFox SAS resulting from agreed procedures relating to the situation at 30 September 2021 of Opendoors SAS*

*November 5, 2021*

**Procedure 2: Customers and Revenue**

These procedures lead us to the following findings: The amount of turnover from the sale of finished products amounting to €79,104 as of September 30, 2021 should be reclassified as sale of services.

**Procedure 3: Salaries and social charges**

We have not noted any exceptions following the completion of these procedures.

**Procedures 4: Cash**

We have not noted any exceptions following the completion of these procedures.

**Procedures 5: Equity**

These procedures lead us to the following observation: the amount of equity is lower than the amount of share capital as of September 30, 2021.

**Procedure 6: Provisions for risks and charges**

We have not noted any exceptions following the completion of these procedures.

**Procedures 7: Borrowing**

We have not noted any exceptions following the completion of these procedures.

**Procedure 8: Suppliers - other purchases and external charges**

We have not noted any exceptions following the completion of these procedures.

**Procedure 9: Taxes and duties, and research tax credit (CIR)**

We have not noted any exceptions following the completion of these procedures.

**Procedures 10: Intra-group positions**

We have not noted any exceptions following the completion of these procedures.





**Somfy Protect by MyFox SAS**

*Report of findings by the statutory auditor of Somfy Protect by MyFox SAS resulting from agreed procedures relating to the situation at 30 September 2021 of Opendoors SAS*

*November 5, 2021*

Our intervention does not constitute an audit or a limited review carried out in accordance with the professional standards applicable in France. Accordingly, we express no opinion or conclusion on the information presented in the attached document. If we had implemented additional procedures, or carried out an audit or a limited review in accordance with the professional standards applicable in France, we could have identified other facts which would have been reported in this report.

Lyon, November 5, 2021

KPMG Audit  
*Department of KPMG SA*

Stephane Devin  
*Associated*

## Active balance sheet

OPENDOORS SOMFY GROUP

Summary statements as of 09/30/2021

	Raw	Depreciations Depreciations	net to 09/30/21	net to 12/31/20
<b>ASSET</b>				
<b>Intangible assets</b>				
Research and development costs	87,575.49	14,595.94	72,979.55	86,115.89
Concessions, patents and similar rights	1,146,165.85	1,146,165.85		
Commercial funds	75,000.00		75,000.00	75,000.00
<b>Tangible fixed assets</b> Technical installations, equipment and tools Other tangible fixed assets Immob. in progress / Advances & down payments Financial <b>fixed</b> assets	276,645.87	274,937.34	1,708.53	32,699.91
	11,435.55	4,761.64	6,673.91	6,102.77
	34,100.40		34,100.40	
Other financial assets	4,057.78		4,057.78	4,057.78
<b>TOTALACTIFIMMOBILIZED</b>	<b>1,634,980.94</b>	<b>1,440,460.77</b>	<b>194,520.17</b>	<b>203,976.35</b>
<b>Inventory</b>				
Raw materials and other supplies.				45,807.68
<b>Receivables</b>				
Customers and related accounts	1,417,486.25	80,752.02	1,336,734.23	2,189,040.94
Personal	1,928.00		1,928.00	1,776.00
State, Turnover tax	17,105.02		17,105.02	66,017.53
Other receivables	963,603.00		963,603.00	1,118,233.00
<b>Various</b>				
Availability	84,446.58		84,446.58	91,881.86
Prepaid expenses	3,390.72		3,390.72	6,932.72
<b>TOTAL CURRENT ASSETS</b>	<b>2,487,959.57</b>	<b>80,752.02</b>	<b>2,407,207.55</b>	<b>3,519,689.73</b>
<b>REGULARISATION ACCOUNT</b>				
<b>TOTAL ASSETS</b>	<b>4,122,940.51</b>	<b>1,521,212.79</b>	<b>2,601,727.72</b>	<b>3,723,666.08</b>

## Passive balance sheet

OPENDOORS SOMFY GROUP

Summary statements as of 09/30/2021

	net to 09/30/21	net to 12/31/20
<b>PASSIVE</b>		
Social or individual capital	500,000.00	500,000.00
Postponed new	-1,547,640.00	-1,600,315.00
<i>The result of the exercise</i>	<b>49,615.98</b>	<b>52,674.60</b>
<b>TOTAL OWNER'S EQUITY</b>	<b>-998,024.02</b>	<b>-1,047,640.40</b>
<b>TOTAL OTHER EQUITY</b>		
Risk provisions		6,774.90
<b>TOTAL PROVISIONS FOR RISKS AND CHARGES</b>		<b>6,774.90</b>
Borrowings and debts from credit institutions		
Loans and various financial debts	1,800,000.00	1,800,000.00
Loans and miscellaneous financial debts - Partners	1,327,236.63	2,295,874.16
Trade payables and related accounts	128,178.03	117,522.84
<i>Personal</i>	40,187.14	43,726.96
<i>Social organizations</i>	84,720.98	139,573.11
<i>State, Sales Taxes</i>	203,044.09	344,200.00
<i>Other tax and social security debts</i>	11,707.20	23,229.51
Social and tax debts	339,659.41	550,729.58
Other debts	4,677.67	
Deferred revenue		405.00
<b>TOTAL DEBTS</b>	<b>3,599,751.74</b>	<b>4,764,531.58</b>
<b>TOTAL LIABILITIES</b>	<b>2,601,727.72</b>	<b>3,723,666.08</b>

**INCOME STATEMENT**

OPENDOORS SOMFY GROUP

Summary statements as of 09/30/2021

	from 01/01/21 as of 09/30/21 9 months	from 01/01/20 as of 12/31/20 12 months
<b>PRODUCTS</b>		
Sold production	1,127,156.18	2,037,787.82
Others products	125851.63	183,806.26
<b>Total</b>	<b><u>1,253,007.81</u></b>	<b><u>2,221,594.08</u></b>
<b>CONSUMPTIONM/SES&amp; MAT</b>		
Purchases of mp & aut.approv.		45,531.36
Inventory change (mp)	152,614.65	355,775.76
Other purchases & external charges	467,029.15	757,564.56
<b>Total</b>	<b><u>619,643.80</u></b>	<b><u>1,158,871.68</u></b>
<b>MARGESURM/SES&amp; MAT</b>	<b>633,364.01</b>	<b>1,062,722.40</b>
<b>EXPENSES</b>		
Taxes, duties and verses, assim.	12,566.46	23,285.06
Salaries and treatments	395,959.68	535,558.40
Social charges	169,747.27	228,033.19
Amortization and provisions	48,304.71	477,300.39
Other expenses	1,235.01	2,809.54
<b>Total</b>	<b><u>627,813.13</u></b>	<b><u>1,266,986.58</u></b>
<b>OPERATING RESULT</b>	<b>5,550.88</b>	<b>-204,264.18</b>
Financial products	1,099.03	1,362.41
Financial expenses	23,808.83	35,769.73
<b>Bottom line</b>	<b><u>-22,709.80</u></b>	<b><u>-34,407.32</u></b>
<b>CURRENT RESULT</b>	<b>-17,158.92</b>	<b>-238,671.50</b>
Exceptional products	6,774.90	
Extraordinary charges		6,774.90
<b>Exceptional result</b>	<b><u>6,774.90</u></b>	<b><u>-6,774.90</u></b>
Income taxes	-60,000.00	-298,121.00
<b>THE RESULT OF THE EXERCISE</b>	<b>49,615.98</b>	<b>52,674.60</b>

State of indebtedness &gt; Debtors

## DEBTOR

To print

OPEN DOORS  
817 441 496  
RCS ANNECY

Address: 60 AV DU NEW WORLD 74300 OLLISES  
Registry at the Commercial Court of ANNECY

In case of reservation, please consult the details of the registrations below.

TO RECEIVE A DEBT REPORT ISSUED  
AND CERTIFIED BY THE CLERK

RECEIVE BY MAIL

TYPE OF REGISTRATION	NUMBER REGISTRATIONS	FILE TO DAY TO	ARE PRESERVED
Privileges of social security and complementary plans	None	08/30/2021	-
Pledge of the goodwill or the craft fund (conventional and judicial)	None	08/30/2021	-
Privileges of the Public Treasury	None	09/10/2021	-
Protests	None	08/30/2021	-
Fund Seller Privileges trade and resolution action	None	08/30/2021	-
Pledges of tools, equipment and equipment	None	08/30/2021	-
Declarations of claims	None	09/10/2021	-
Financial leasing transactions (conventional)	None	08/30/2021	-
Adjustment of rental contracts	None	09/10/2021	-
Publication of renunciation of title clauses	None	08/30/2021	-
Pledge of stocks	None	09/10/2021	-
Warrants	None	08/30/2021	-
Loans and discounts	None	08/30/2021	-
Indefeasible property	None	08/30/2021	-

subject to registrations whose deadlines could be impacted during the period legally protected in accordance with the provisions of Ordinance No. 2020-306 of March 25 2020.