GECINA

A French limited liability company (*société anonyme*) with a share capital of €573,076,950
Registered office: 14-16, Rue des Capucines – 75002 PARIS
592 014 476 RCS PARIS
(“**Gecina**” or the “**Company**”)

REPORT OF THE BOARD OF DIRECTORS TO THE GENERAL MEETINGS OF HOLDERS OF THE FOLLOWING NOTES

Issue of €100,000,000 3-month Euribor+0.30%
due May 4, 2020, issued by the Company on May 4, 2018
ISIN: FR0013332202 – Common Code: 181527919

Issue of €500,000,000 1.625%
due March 14, 2030, issued by the Company on March 14, 2018
ISIN: FR0013322989 – Common Code: 179146894

Issue of €700,000,000 1.375%
due January 26, 2028, issued by the Company on September 26, 2017
ISIN: FR0013284205 – Common Code: 168954522

Issue of €500,000,000 2.00%
due June 30, 2032, issued by the Company on June 30, 2017
ISIN: FR0013266368 – Common Code: 164173518

Issue of €500,000,000 1.375%
due June 30, 2027, issued by the Company on June 30, 2017
ISIN: FR0013266350 – Common Code: 164171965

Issue of €500,000,000 3-month Euribor+0.38%
due June 30, 2022, issued by the Company on June 30, 2017
ISIN: FR0013266343 – Common Code: 164163377

Issue of €500,000,000 1.00%
due January 30, 2029, issued by the Company on September 30, 2016
ISIN: FR0013205069 – Common Code: 149760482

Issue of €377,800,000 2.00%
due June 17, 2024, issued by the Company on June 17, 2015
ISIN: FR0012790327 – Common Code: 124687977

Issue of €500,000,000 1.50%
due January 20, 2025, issued by the Company on January 20, 2015
ISIN: FR0012448025 – Common Code: 116970155

Issue of €166,600,000 1.75%
due July 30, 2021, issued by the Company on July 30, 2014
ISIN: FR0012059202 – Common Code: 109220566

Issue of €200,200,000 2.875%
due May 30, 2023, issued by the Company on May 30, 2013
ISIN: FR0011502814 – Common Code: 93723040

Issue of €100,000,000 3.00% due June 1, 2026, issued by Eurosic on December 1, 2015 and which issuance contract has been assigned to the Company by a transfer agreement entered into between Eurosic and the Company on May 22, 2018
ISIN Code: FR0013064573 – Common Code: 132791414

Issue of €100,000,000 3.00% due November 6, 2023, issued by Foncière de Paris on November 6, 2015,
and which issuance contract has been assigned to the Company
by a transfer agreement between Foncière de Paris and the Company dated May 22, 2018
ISIN Code: FR0013048196 – Common Code: 131793391

Issue of €50,000,000 2.75% due November 6, 2022, issued by Foncière de Paris on November 6, 2015,
and which issuance contract has been assigned to the Company
by a transfer agreement between Foncière de Paris and the Company dated May 22, 2018
ISIN Code: FR0013048204 – Common Code: 131793405

Issue of €125,000,000 3.051% due January 16, 2023, issued by Eurosic on December 15, 2014,
and which issuance contract has been assigned to the Company
by a transfer agreement between Eurosic and the Company dated May 22, 2018
ISIN Code: FR0012383842 – Common Code: 115379399

Issue of €50,000,000 3.30% due July 13, 2021, issued by Foncière de Paris on July 10, 2014,
and which issuance contract has been assigned to the Company
by a transfer agreement between Foncière de Paris and the Company dated May 22, 2018
ISIN Code: FR0012031599 – Common Code: 108650583

Issue of €50,000,000 2.99% due July 10, 2014, issued by Foncière de Paris on July 13, 2020,
and which issuance contract has been assigned to the Company
by a transfer agreement between Foncière de Paris and the Company dated May 22, 2018
ISIN Code: FR0012031565 – Common Code: 108649712

(together, the "**Notes**," and individually, a "**Series**")

Dear Noteholders,

In accordance with the provisions of Articles L. 228-65, I, 3°, and L. 236-18 of the French *Code de commerce*, we have convened general meetings in order to submit for your approval a proposed partial asset contribution governed by the French legal regime for spin-offs (*apport partiel d'actif placé sous le régime juridique des scissions*), whereby Gecina (the "**Contributor**," the "**Company**," or "**Gecina**") undertakes to contribute to its subsidiary GEC 25, a French simplified limited liability company (*société par actions simplifiée*), with its registered office located at 16, rue des Capucines, 75002 Paris, France, registered with the Paris Trade and Companies Registry under number 880 266 218 (the "**Beneficiary**" or "**GEC 25**", and together with the Company, the "**Parties**"), all of the assets and liabilities, rights and obligations of any kind forming its residential business, except for those specifically excluded by Article 2.1.2 of the Draft Contribution Agreement (as this term is defined below) (the “**Contribution**”), in accordance with the provisions of the draft partial asset contribution agreement governed by the French legal regime for spin-offs entered into between the Company and GEC 25 on February 19, 2020 (the “**Draft Contribution Agreement**”).

For the vote on the **first resolution**, the general meeting of the holders of Notes of each Series of the Company is requested, in accordance with Articles L. 228-65, I, 3°, and L. 236-18 of the French *Code de commerce*, to unconditionally approve the Draft Contribution Agreement in all of its provisions as well as the Contribution agreed upon therein, as described in more detail below, and pursuant to which the Company would contribute to the Beneficiary, by way of a partial asset contribution governed by the French legal regime for spin-offs, its Residential Business (as defined in the Draft Contribution Agreement), such contribution being remunerated by the allocation to the Company of newly issued ordinary shares of the Beneficiary.

For the vote on the **second resolution**, the general meeting of the holders of Notes of each Series of the Company is requested, in accordance with Article R. 228-74, paragraph 1, of the French *Code de commerce*, to decide that the attendance sheet, the powers of the noteholders represented, and the minutes of the general meeting will be filed at the registered office of the Company, in order to allow each noteholder involved to exercise the right of communication granted to it by law.

For the vote on the **third resolution**, the general meeting of the holders of Notes each Series of the Company is requested to decide to grant all powers to the holders of an original, copy, or extract of the minutes of the general meeting of noteholders of the Series involved in order to carry out all publication formalities, in particular the publication of the decisions of this meeting, of filings, and such other things as may be appropriate to carry out and may prove to be necessary for the purposes of the completion of the Contribution.

Subject to (i) the approval of all of the resolutions referred to above by the general meeting of the holders of Notes of the Series involved on first or second convocation and (ii) the approval of the Contribution by the extraordinary general meeting of the shareholders of the Company to be held on April 23, 2020, the Company will pay, to each holder of Notes of the Series involved who has validly cast its vote at the general meeting that adopted the resolutions, an amount in cash in euros (the “**Consent Fee**”) amounting to 0.05% of the aggregate nominal amount of the Series held by such holder of Notes, it being specified that the Consent Fee will only be paid to each holder of Notes involved up to the amount of its votes cast at the general meeting that is to adopt the resolutions (held on first or second convocation).

This report is made available to the holders of Notes at the Company’s registered office, on the Company’s website (www.gecina.fr/en), and upon request from the centralizing agent for the transaction, i.e., Société Générale Securities Services (the “**Centralizing Agent**”) (32 Rue du Champ de Tir - CS 30812, 44308 Nantes Cedex 3, France, via Elisabeth Bulteau, +33 2 51 85 65 93, agobligataire.fr@socgen.com), in accordance with the provisions of the terms and conditions of the Notes and the applicable legal and regulatory provisions.

PROPOSED PARTIAL ASSET CONTRIBUTION

GOVERNED BY THE FRENCH LEGAL REGIME FOR SPIN-OFFS

Introduction

Gecina owns, manages, and develops a property portfolio of approximately €20 billion as at December 31, 2019, of which approximately €17 billion of office assets and approximately €3 billion of residential assets.

The residential division is a distinct business sector in terms of the nature of the assets themselves (residential properties vs. office properties), the nature of the tenants (individuals vs. companies), and the applicable regulations (specific regulations governing leases and sales involving residential premises).

In order to be able to accelerate the development of this asset class, considered as strategic, and to attract leading investors, the Board of Directors of Gecina, upon the proposal of the Strategic and Investment Committee, decided on July 18, 2019 to initiate the review of the proposed Contribution, and, in particular, on December 10, 2019, the Board of Directors decided to authorize the Chief Executive Officer of the Company to adopt any decision and take any measure in order to carry out the proposed Contribution.

In this context, the Draft Contribution Agreement, the terms of which were determined by the Board of Directors at its meeting of February 19, 2020, was executed on February 19, 2020 by the Company, represented by Ms. Méka Brunel, Chief Executive Officer of the Company, and by GEC 25, represented by its Chairman, Gecina, itself represented by its Chief Executive Officer (Ms. Méka Brunel).

The Draft Contribution Agreement was filed with the Court Registrar of the Commercial Court of Paris on February 21, 2020 for the Company and GEC 25.

This report explains and justifies the legal and business rationale of the Contribution, in particular with respect to the remuneration for the Contribution and the valuation methods used. The terms and conditions of the Contribution are set forth in more detail in the Draft Contribution Agreement available at the Company's registered office, on the Company's website (www.gecina.fr/en), and upon request from the Centralizing Agent, i.e., Société Générale Securities Services (32 Rue du Champ de Tir - CS 30812, 44308 Nantes Cedex 3, via Elisabeth Bulteau, +33 2 51 85 65 93, agobligataire.fr@socgen.com).

Key characteristics of the Contribution

1. Purpose and objectives of the transaction

The Contribution forms part of Gecina's strategic plan to hive-down its portfolio of residential assets in order to enhance its visibility, accelerate its development, and be able to attract leading investors to GEC 25's share capital, interested in this specific asset class.

2. Relationships between companies

Gecina currently holds the entire share capital of GEC 25, which, prior to the share capital reduction described in the following paragraph, amounts to €2,000, divided into 2,000 ordinary shares with a par value of €1 each. As of this date, Ms. Méka Brunel is Chief Executive Officer and Director of Gecina. The Chairman of GEC 25 is Gecina, itself represented by its Chief Executive Officer, Ms. Méka Brunel.

3. Share Capital Reduction of GEC 25

It is specified that in order to be able to provide remuneration for the Contribution on the basis of an exchange ratio determined using market values (see Article 4 of the Draft Contribution Agreement), Gecina, as sole shareholder of GEC 25, decided on February 7, 2020 to reduce the share capital of GEC 25 by an amount of €1,980, lowering it from €2,000 to €20, by reducing the par value of each of the 2,000 shares comprising its share capital from €1 to €0.01, subject to the condition precedent of absence of opposition(s) from the creditors against this share capital reduction within the legal period provided for in Articles L. 225-205 and R. 225-152 of the French *Code de commerce*, or, in the event of opposition(s) against the reduction within the legal period, of rejection thereof, and decided to grant the Chairman of GEC 25 all powers to carry out such share capital reduction (the "**Share Capital Reduction**"). The sum of the difference, for each of the 2,000 shares comprising the share capital, between its par value prior to the share capital reduction and its par value after the share capital reduction, i.e., a total amount of €1,980, will be allocated to a non-distributable share premium account. Assuming the absence of opposition to the Share Capital Reduction, the final completion of the Share Capital Reduction as well as the corresponding amendments to the bylaws of GEC 25 are scheduled for the end of February 2020 or the beginning of March 2020 (February 28, 2020 being the deadline for the creditors' opposition period).

4. Financial statements of the relevant companies used to set the conditions for the transaction (the "**Reference Financial Statements**")

    a. For the Company

The conditions of the transaction have been established on the basis of Gecina's annual financial statements for the fiscal year ended on December 31, 2019, approved by its Board of Directors at its meeting on February 19, 2020, certified without reservation by the statutory auditors in their report of February 19, 2020, and which will be submitted for approval by its shareholders at the general meeting of April 23, 2020.

    b. For GEC 25

The conditions of the Contribution have been established on the basis of an accounting statement of GEC 25 estimated as at February 19, 2020, approved by its Chairman on February 19, 2020 (GEC 25 having been registered on January 2, 2020, its first financial year started on the day of its registration on January 2, 2020 and will end on December 31, 2020, in accordance with Article 17 of its bylaws).

5. Spin-off auditors

By order dated December 16, 2019, at the request of Gecina, acting as Contributor and sole shareholder of the Beneficiary GEC 25, then being in the process of being incorporated, the President of the Paris Commercial Court appointed Ms. Agnès Piniot, Mr. Olivier Peronnet, and Ms. Isabelle de Kerviler as spin-off auditors for the purpose of performing the tasks provided for in the provisions of

Articles L. 225-147 and L. 236-10 of the French *Code de commerce* (applicable by reference to Article L. 236-22 of that same Code) in the context of the Contribution.

The report on the value of the Contribution prepared by the spin-off auditors will be filed with the Court Registrar of the Commercial Court of Paris in accordance with applicable rules.

6. Legal regime applicable to the transaction and rights of opposition

The Parties have decided by mutual agreement to submit the Contribution to the provisions of Articles L. 236-1 to L. 236-6 and L. 236-16 to L. 236-21 of the French *Code de commerce* (French legal regime for spin-offs), in accordance with the provisions of Articles L. 236-6-1 and L. 236-22 of the French *Code de commerce*. It is specified that the Parties do not intend to apply the "simplified" regime for partial asset contributions governed by the French legal regime for spin-offs provided for in paragraphs 2 and 3 of Article L. 236-22 of the French *Code de commerce*.

The Parties have expressly agreed not to be jointly and severally liable, and the Beneficiary shall therefore be solely liable for the liabilities assumed in connection with the Contribution starting from the Completion Date (as defined below).

Given the absence of joint and several liability and in accordance with the provisions of Articles L. 236-14 and L. 236-21 of the French *Code de commerce*, the creditors other than noteholders of the Contributor and of the Beneficiary may file opposition within the applicable legal and regulatory time limits and conditions.

In addition, in accordance with the provisions of Articles L. 228-65, I, 3° and L. 236-18 of the French *Code de commerce*, the Contribution is to be submitted to the general meetings of the noteholders of the Contributor involved.

7. Tax regime

The Contributor and the Beneficiary will submit the Contribution to the ordinary corporate income tax regime, with application of the exemption provided for in Article 208 C II *bis* of the French *Code Général des Impôts* ("**CGI**") to the existing unrealized capital gains on the properties and real property rights transferred.

In return for which, and in accordance with the aforementioned Article 208 C II *bis*, the Beneficiary undertakes:

- to submit the capital gains on contributions to the requirements provided for in *c* and *d* of 3 and 5 of Article 210 A of the CGI;

- and to include the reinstatements prescribed in *d* of 3 of the aforementioned Article 210 A in the results subject to the mandatory distributions mentioned in the 2nd paragraph of II of Article 208 C of the CGI.

8. Completion Date and Effective Date of the Contribution

The date of definitive completion of the Contribution will occur, subject to the satisfaction of the conditions precedent provided for in Article 7 of the Draft Contribution Agreement (or the waiver by the Parties of such conditions precedent), on the date of the general meeting of the Beneficiary called to approve the Contribution (the "**Completion Date**").

In accordance with the provisions of Articles L. 236-4 and R. 236-1 of the French *Code de commerce*, it is specified that the Contribution will have retroactive effect as of January 2, 2020 (the "**Effective Date**"). Consequently, the transactions relating to the items transferred under the Contribution and carried out by the Contributor as of the Effective Date and up to the Completion Date shall be automatically considered as having been carried out on behalf of the Beneficiary of the Contribution, which exclusively shall bear the positive or negative results from the use of the assets and rights transferred.

9. Description of the Contribution

The Contribution encompasses all of the assets and liabilities, rights and obligations of any kind, forming Gecina's residential business, except for those specifically excluded by Article 2.1.2 of the Draft Contribution Agreement (the "**Contributed Business**"), as such items are described in more detail by Article 2 of the Draft Contribution Agreement and as they may exist on the Completion Date.

Among the items expressly excluded from the scope of the Contributed Business and which would therefore be kept at Gecina's level are the following, in particular:

1. entire properties or units under a preliminary sales agreement on the date of signing of the Draft Contribution Agreement;
2. small, isolated residual units used mainly as cellars or parking lots meant for sale on the date of signing of the Draft Contribution Agreement;
3. receivables, debts, rights, obligations, and personnel directly and exclusively assigned to the properties referred to in 1. and 2., above;
4. Gecina's long-term debt (i.e., the notes issued under Gecina's Euro Medium-Term Notes program and the private placements initially issued by Eurosic and Foncière de Paris and transferred to Gecina in 2018, the credit lines benefiting to Gecina, the commercial paper issued by Gecina, and the hedging instruments available to Gecina);
5. applications for registrations and trademarks, in France and in the European Union, involving the mark "YOU FIRST" and appended in Appendix 2.1.2(iii).1 to the Draft Contribution Agreement; and
6. Gecina's current shareholder account in Locare (328 921 432 RCS Paris), as Gecina ensuring centralization of the cash position of all of its subsidiaries.

10. Valuation of the Contribution

For the purposes of the accounting transcription of the contributions, pursuant to Regulation No. 2017-01 of the French Accounting Standards Authority (*Autorité des normes comptables* (ANC)) of May 5, 2017 amending the appendix to Regulation ANC No. 2014-03 of June 15, 2014 as amended in relation to the general accounting plan (*plan comptable général*) (the "**Regulation**"), the contributions made in connection with the Contribution are valued on the basis of their net book value, as this represents a straight transaction of partial asset contribution constituting a business line and involving companies under common control (*operation à l'endroit d'apport partiel d'actif constituant une branche d'activité et impliquant des sociétés sous contrôle commun*) (as defined in the Regulation).

On the basis of the Reference Financial Statements adjusted for the transactions completed on January 1, 2020 (detailed in the Appendix to the Draft Contribution Agreement) and taking into account the completion of the Contribution at net book value, the contribution value of the asset items of the Contributed Business, corresponding to their net book value as of the Effective Date (and excluding the assets listed in Article 2.1.2 of the Draft Contribution Agreement) amounts to €1,213,636,838, and the contribution value of the liability items of the Contributed Business assumed, corresponding to their net book value as of the Effective Date (and excluding the liability items listed in Article 2.1.2 of the Draft Contribution Agreement) amounts to €1,131,957,103, i.e., the net assets contributed amount to €81,679,735.

It is specified that the Beneficiary shall bear, in consideration of the Contributor's indebtedness attributable to the Contributed Business and non-transferable as such, a debt in the nominal amount of €1,096,602,918, the "**Mirror Debt**", corresponding to a share of the Contributor's financial debt as of the Effective Date, the characteristics of which are detailed in the Appendix to the Draft Contribution Agreement.

11. Consideration for the Contribution, Share Capital Increase, Contribution Premium

a. Method used to determine the consideration for the Contribution

For the purposes of determining the consideration of the Contribution, the exchange ratio was determined by mutual agreement between the Parties on the basis of a comparison of the market value of the Contribution (i.e., €1,919,200,000) and the Beneficiary's market value, which corresponds to the net book value of its net assets as shown in the Reference Financial Statements (i.e., €2,000).

b. Share Capital increase of the Beneficiary

Assuming completion of the Share Capital Reduction described in Article A.2.2. of the Draft Contribution Agreement for the purposes of remunerating the Contribution, the Beneficiary will proceed, on the Completion Date, with a share capital increase in the total nominal amount of €19,192,000 through the issuance of 1,919,200,000 new shares with a par value of €0.01 each. The Beneficiary's share capital, which, as of the date of the Draft Contribution Agreement, amounts to €2,000 but which, after completion of the contemplated Share Capital Reduction, will amount to €20, will therefore be increased by a nominal amount of €19,192,000 and thus be increased, in this case and after taking into account the completion of the contemplated Share Capital Reduction, to €19,192,020, divided into 1,919,202,000 shares, fully paid-in and all of the same class.

The new shares will be entirely assimilated to the existing shares, will enjoy the same rights, and will be subject to all of the provisions of the Beneficiary's bylaws. They will be issued with current dividend rights and will entitle the holder to all distributions in payment as of the issue date.

c. Contribution Premium

The difference between the amount of the net assets contributed (i.e., €81,679,735) and the nominal amount of the Beneficiary's share capital increase (i.e., €19,192,000), that is, €62,487,735, will be credited to a "contribution premium" account, it being specified that the Beneficiary may withdraw from this contribution premium the sums necessary to fund the legal reserve as well as the expenses related to the Contribution, as the case may be.

The contribution premium to which the rights of the Beneficiary's shareholder(s) will pertain will be entered in the balance sheet liabilities of the Beneficiary.

The Parties have agreed in the Draft Contribution Agreement that there shall be no repayment of capital or distribution of this contribution premium for a period of three (3) years from the Completion Date, and that after this period of three (3) years from the Completion Date, the distribution of this contribution premium shall remain subject to the prior and express approval of the Contributor for as long as the Contributor retains control of the Beneficiary.

The Chairman of the Beneficiary will be authorized to deduct, if he/she deems so appropriate, from the contribution premium, all of the expenses, duties, taxes, and fees caused by the Contribution as well as those resulting from the Beneficiary's share capital increase and from the completion of the Contribution.

12. Conditions Precedent to the completion of the Contribution

The conditions precedent to the completion of the Contribution are set forth in Article 7 of the Draft Contribution Agreement and are summarized below:

i. the final completion of the Share Capital Reduction of GEC 25;

ii. the approval, by the extraordinary general meeting of shareholders of Gecina, of the Contribution, its valuation, and its remuneration; and

iii. the approval, by the general meeting of GEC 25, of the Contribution, its valuation, and its remuneration, and acknowledgment of the corresponding share capital increase of GEC 25 as remuneration for the Contribution.

If the conditions precedent are not satisfied by December 31, 2020, at the latest, the stipulations of the Draft Contribution Agreement will be considered null and void, unless this period is extended by mutual agreement of the Parties.

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For more information, please refer to the Draft Contribution Agreement, as well as to the reports on the valuation and on the remuneration for the Contribution prepared by the spin-off auditors, which are made available at the Company's registered office, on the Company's website (www.gecina.fr/en), and upon request from the Centralizing Agent, i.e., Société Générale Securities Services (32 Rue du Champ de Tir - CS 30812, 44308 Nantes Cedex 3, via Elisabeth Bulteau, +33 2 51 85 65 93, agobligataire.fr@socgen.com), in accordance with the provisions of the terms and conditions of the Notes and with the applicable legal and regulatory provisions.

If your general meeting decides not to approve the proposed Contribution on first or second convocation, the Board of Directors of the Company will have the power, in accordance with the provisions of Article L. 228-73 of the French *Code de commerce*, to go ahead with the contemplated transaction and such decision will be published under the conditions provided for by law.

The Board of Directors