
**DRAFT PARTIAL ASSET CONTRIBUTION AGREEMENT
GOVERNED BY THE FRENCH LEGAL REGIME FOR
SPIN-OFFS**

between

GECINA

(Paris Trade and Companies Registry No. 592 014 476)

and

GEC 25

(Paris Trade and Companies Registry No 880 266 218)

dated February 19, 2020

DRAFT PARTIAL ASSET CONTRIBUTION AGREEMENT
GOVERNED BY THE FRENCH LEGAL REGIME FOR SPIN-OFFS

BETWEEN THE UNDERSIGNED:

1. **Gecina**, a limited liability company (*société anonyme*) incorporated in France, with a share capital of €573,076,950, with registered office at 14-16, rue des Capucines, 75002 Paris, France, registered with the Paris Trade and Companies Registry under number 592 014 476, represented by Ms. Méka Brunel, Chief Executive Officer, duly authorized for the purposes hereof,

hereinafter the “**Contributor**” or “**Gecina**”;

on the one hand,

AND:

2. **GEC 25**, a simplified limited liability company (*société par actions simplifiée*) incorporated in France, with a share capital of €2,000, with registered office at 16, rue des Capucines, 75002 Paris, France, registered with the Paris Trade and Companies Registry under number 880 266 218, represented by its President, Gecina, itself represented by its Chief Executive Officer, Ms. Méka Brunel, duly authorized for the purposes hereof,

Hereinafter the “**Beneficiary**” or “**GEC 25**”,

on the other hand,

The Contributor and the Beneficiary are hereinafter referred to together as the “**Parties**” and individually as a “**Party**”.

PREAMBLE

WHEREAS:

- I. Gecina is a limited liability company (*société anonyme*) incorporated in France, which main corporate purpose is the operation of rental real estate properties or groups of rental real estate properties located in France or abroad, including the acquisition of holdings in any companies or organizations which business activities are related with its corporate purpose through the contribution, subscription, purchase or exchange of securities or company rights or otherwise. The shares issued by Gecina are admitted for trading on the regulated market Euronext Paris (compartment A). In 2003, Gecina opted for the French listed real estate investment trust (SIIC) regime.
- II. 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.
- III. 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).
- IV. 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 subsidiarization of its residential business (the substance of which is described in Article 2 below) (the “**Residential Business**”) by way of a partial asset contribution governed by the French legal regime for spin-offs for the benefit of its wholly-owned subsidiary, GEC 25 (a simplified limited liability company with a sole shareholder (*société par actions simplifiée à associé unique*) incorporated in France having opted for the SIIC-subsidary regime defined in Article 208 C II of the French *Code général des impôts*), such contribution being remunerated by the allocation to Gecina of newly issued ordinary shares of the Beneficiary (the “**Contribution**”). On December 10, 2019, the Board of Directors of Gecina decided to authorize the Chief Executive Officer of Gecina to adopt any decision and take any measure in order to carry out the proposed Contribution.
- V. The Parties have decided to enter into this draft contribution agreement (the “**Contribution Agreement**”) for the purpose of defining the terms and conditions of the Contribution.
- VI. The Parties hereby decide by mutual agreement to voluntarily submit the Contribution to the French legal regime for spin-offs, in accordance with Articles L. 236-6-1 and L. 236-22 of the French *Code de commerce*. 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*.
- VII. It is specified that, based on the ministerial reply published in the Official Journal on October 15, 2019, page 9271, which confirms that transfers of real estate properties by way of a partial asset contribution governed by the French legal regime for spin-offs are not subject to the urban pre-emption right, no declaration of intent to alienate (DIA) has been filed with the municipalities concerned for each of the real estate properties included in the Contributed Business (as this term is defined in Article 1.1 below) (the “**Contributed Properties**”).

NOW THEREFORE IT HAS BEEN AGREED AS FOLLOWS:

- II -

**PRESENTATION OF THE COMPANIES
PURPOSE, REASONS AND OBJECTIVES OF THE CONTRIBUTION
PRIOR OPERATIONS
AUTHORIZATIONS AND AUDIT OF THE CONTRIBUTION**

A. Presentation of the companies participating in the transaction

A.1 Gecina

A.1.1. Gecina is a limited liability company (*société anonyme*) incorporated in France, registered with the Paris Trade and Companies Registry under number 592 014 476. Gecina has been registered with the Paris Trade and Companies Registry since January 19, 1999.

Gecina was incorporated at the company's constituent general meeting on January 14, 1959, for a period of ninety-nine (99) years from the date of its registration with the Trade and Companies Registry (except in the event of early dissolution or extension decided by an Extraordinary General Meeting of shareholders).

Its fiscal year begins on January 1 and ends on December 31 of each year.

Gecina's corporate purpose is the operation of rental real estate properties or groups of rental real estate properties located in France or abroad. In particular

- the acquisition through the purchase, exchange, contribution in kind or other manner, of building plots or equivalent;
- the construction of real estate properties or groups of real estate properties,
- the acquisition through the purchase, exchange, contribution in kind or other manner of real estate properties or groups of real estate properties, which have already been constructed;
- the financing of the acquisitions and construction operations;
- the rental, administration and the management of all real estate properties for itself or on behalf of third parties;
- the sale of all real estate rights or property;
- the acquisition of holdings in all companies or organizations, the activities of which are related to the corporate purpose through the contribution, subscription, purchase or exchange of securities or company rights or otherwise; and
- generally all financial, real estate and movable property transactions directly or indirectly related to this purpose and likely to facilitate the development and the completion thereof.

A.1.2. As of the date of this Contribution Agreement, the share capital of Gecina amounts to €573,076,950, divided into 76,410,260 ordinary shares with a par value of €7.50 each, fully paid up. The shares issued by Gecina are a single class of shares admitted for trading on the regulated market Euronext Paris, compartment A (ISIN Code FR0010040865). Gecina's bylaws in force on the date of this Contribution Agreement stipulate that double voting rights are not conferred on fully paid-up shares that have been registered for two years in the name of the same shareholder

On December 31, 2019, Gecina's share capital was held as follows:

- 15.15% by Ivanhoé Cambridge,
- 13.75% by Crédit Agricole Assurances group - Predica,
- 9.31% by Norges Bank,
- 6.48% by other resident shareholders,
- 3.72% by individual shareholders,
- 47.72% by non-resident shareholders, and
- circa 3.87% by Gecina as treasury shares.

A.1.3. Gecina has introduced stock subscription or purchase option plans pursuant to Articles L 225-177 *et seq.* of the French *Code de commerce* (of which 19,951 were outstanding as of December 31, 2019) and free share allocation plans (called "performance shares") pursuant to Articles L. 225-197-1 *et seq.* of the French *Code de commerce* (of which 137,455 were in the process of being vested as of December 31, 2019).

Gecina's share capital may change between the date of this Contribution Agreement and the Completion Date (as defined below) as a result of transactions relating to share subscription or purchase options and free share allocations, as well as capital increases reserved for employees, as the case may be

A.1.4. Gecina carried out the following note issues (which to date have not yet been fully redeemed) under its *Euro Medium Term Note* (EMTN) program:

- on May 29, 2019, a €500 million note issue maturing on May 29, 2034, offering a 1.625% coupon,
- on May 4, 2018, a €100 million note issue maturing on May 4, 2020, offering a coupon at 3-month Euribor + 30 basis points;
- on March 14, 2018, a €500 million note issue maturing on March 14, 2030, offering a coupon of 1.625%;
- on September 26, 2017, a €700 million note issue maturing on January 26, 2028, offering a 1.375% coupon;
- on June 30, 2017, a €500 million note issue maturing on June 30, 2032, offering a 2.00% coupon;
- on June 30, 2017, a €500 million note issue maturing on June 30, 2022, offering a coupon at 3-month Euribor + 38 basis points;
- on June 30, 2017, a €500 million note issue maturing on June 30, 2027, offering a coupon of 1.375%;
- on September 30, 2016, a €500 million note issue maturing on January 30, 2029, offering a 1.00% coupon;

- on June 17, 2015, a €500 million bond issue maturing on June 17, 2024, offering a 2% coupon (following a redemption offer closed on June 3, 2019; the remaining outstanding amount of this note issue is €377.8 million);
- on January 20, 2015, a €500 million note issue maturing on January 20, 2025, offering a 1.50% coupon;
- on July 30, 2014, a €500 million note issue maturing on July 30, 2021, offering a 1.75% coupon (following a redemption offer closed on June 3, 2019, the remaining outstanding amount of this note issue is €166.6 million); and
- on May 30, 2013, a €300 million note issue maturing on May 30, 2023, offering a 2.875% coupon (following a redemption offer closed on June 3, 2019; the remaining outstanding amount of this note issue is €200.2 million).

The notes issued by Gecina which will be in force on the Completion Date (together, the “**EMTN Notes**”) will be maintained at Gecina’s level

Gecina has taken over the following private note placements (which to date have not yet been fully repaid) which were previously carried by Eurosic and Foncière de Paris with the approval of the noteholders at the general meetings in June 2018:

- €100 million private note placement bearing 3% interest, maturing on June 1, 2026, initially issued by Eurosic;
- €100 million private note placement bearing 3% interest, maturing on November 6, 2023, initially issued by Foncière de Paris,
- €125 private note placement bearing 3.051% interest, maturing on January 16, 2023, initially issued by Eurosic;
- €50 million private note placement bearing 3.30% interest, maturing on July 13, 2021, initially issued by Foncière de Paris,
- €50 million private note placement bearing 2.99% interest, maturing on July 13, 2020, initially issued by Foncière de Paris; and
- €50 million private bond placement bearing 2.75% interest, maturing on November 6, 2022, initially issued by Foncière de Paris.

The notes carried or issued by Gecina as private note placements outside the EMTN program, which will be in force on the Completion Date (together, the “**Private Note Placements**”) will be maintained at Gecina’s level.

General meetings of the holders of notes issued in connection with the EMTN Notes or Private Note Placements will be convened for the purpose of approving this Contribution Agreement in accordance with the provisions of Articles L. 228-65, I, 3° and L. 236-18 of the French *Code de commerce*

It is specified that the notes issued in connection with the abovementioned issues as EMTN Notes or Private Note Placements do not give access to Gecina’s share capital.

As of the date of this Contribution Agreement, Gecina has not issued or granted any stock or marketable securities giving access or not to its share capital, or rights giving access to its share capital, other than those mentioned above

A.1.5. It is specified that Gecina benefits, as borrower, from 29 credit lines for a total amount of €4.5 billion as of December 31, 2019. The credit lines entered into by Gecina which will be in force on the Completion Date (together, the “**Credit Lines**”) will be maintained at Gecina’s level.

A.1.6. Gecina has a NEU CP (commercial papers) program of up to €2 billion. The commercial papers issued by Gecina which will be in force on the Completion Date (together, the “**Commercial Papers**”) will be maintained at Gecina’s level.

A.1.7. Gecina uses hedging instruments (mainly caps and swaps) to limit the impact of interest rate fluctuations on Gecina Group’s results and to control the cost of debt. The hedging instruments that will be in force on the Completion Date (together, the “**Hedging Instruments**”) will be maintained at Gecina’s level.

A.2 GEC 25

A.2.1. GEC 25 is a simplified limited liability company (*société par actions simplifiée*) incorporated in France, registered with the Paris Trade and Companies Registry under number 880 266 218. GEC 25 has been registered with the Paris Trade and Companies Registry since January 2, 2020. On January 15, 2020, GEC 25 notified the relevant Corporate Tax Department (acknowledgement of receipt dated January 28, 2020) of its decision to opt for the SIIC-subsidiary regime defined in Article 208 C II of the French *Code général des impôts*.

GEC 25 was incorporated on December 20, 2019, for a period of ninety-nine (99) years from the date of its registration with the Paris Trade and Companies Registry (unless dissolved early or extended).

Its financial year begins on January 1 and ends on December 31 of each year. By way of exception, its first financial year started on the day of its registration on January 2, 2020 and will end on December 31, 2020

GEC 25’s corporate purpose, in France and abroad is:

- the acquisition by any means, in particular by way of purchase, exchange, in-kind contribution or otherwise, of any building plots or equivalent, real estate rights, properties or groups of properties already constructed, as well as any property and rights which may constitute the accessory or annex to the said real estate;
- the construction of real estate properties or groups of real estate properties and all operations relating directly or indirectly to the construction of real estate properties or groups of real estate properties;
- the financing of the acquisitions and construction operations;
- the rental, administration and management of all real estate properties on its behalf or on behalf of third parties and, in general, the operation and development, primarily through rental, of real estate;
- the alienation or sale of any real estate property or rights.

All of which directly or indirectly, either alone or in association, participation, grouping or company or with any other person or company,

- the acquisition of holdings in all companies or organizations, the activities of which are related to the corporate purpose through the contribution, subscription, purchase or exchange of securities or company rights or otherwise;
- all services or assistance associated with the activities listed above and in particular, advice, accounting, auditing, logistics, treasury,
- the acquisition, holding and management of all securities and marketable securities of French or foreign companies;

and in general, all transactions of any type whatsoever, whether financial, commercial, industrial, involving movable or real property, relating directly or indirectly to the corporate purpose of GEC 25 as described above or to any similar or related purposes likely to facilitate its completion or likely to favor its extension or development in any form whatsoever

A.2.2. As of the date of this Contribution Agreement, the share capital of GEC 25 amounts to €2,000, divided into 2,000 ordinary shares with a par value of €1 each, fully paid up. The shares issued by GEC 25 are a single class of shares.

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 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 the absence of opposition(s) from the creditors against this 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 President of GEC 25 all powers to carry out such 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).

As of the date of this Contribution Agreement, GEC 25 has not made any offer to the public or requested the admission of its securities for trading on a regulated market and has not issued or granted any stock or marketable securities giving or not giving access to its capital, or rights giving access to its capital, other than those mentioned above.

A.3 Relationships between participating companies

A.3.1. Capital Links

As of the date of this Contribution Agreement, the Contributor directly holds the entire share capital of the Beneficiary, i.e., 2,000 ordinary shares.

A.3.2. Executives in common

As of the date of this Contribution Agreement, Ms Méka Brunel is Chief Executive Officer and a Director of Gecina. The President of GEC 25 is Gecina, itself represented by its Chief Executive Officer, Ms. Méka Brunel.

B. Purpose, reasons and objectives of the Contribution

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

C. Social authorizations - Employee representative bodies - Spin-off auditors

C.1 Social authorizations

At its meeting of February 19, 2020, the Board of Directors of Gecina decided on the terms of this Contribution Agreement, authorized its execution and delegated to the Chief Executive Officer of Gecina, with the option to sub-delegate, all powers to finalize, reproduce any reference, execute, initial the Contribution Agreement, the declaration of regularity and compliance provided for in Article L. 236-6 of the French *Code de commerce* and any other document necessary or useful for the completion of the Contribution and, in general do everything necessary to enable the completion of the Contribution.

It is recalled 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 Contribution will be submitted for approval to the extraordinary general meeting of Gecina scheduled for April 23, 2020 and to the general meetings of the noteholders concerned.

The President of GEC 25 decided on the terms of this Contribution Agreement by decision dated February 19, 2020.

The Contribution will be submitted for approval to the general meeting of GEC 25 scheduled for April 23, 2020.

C.2 Employee representative bodies

The social and economic committee of the Contributor was informed and consulted on the draft Contribution and issued an opinion on this draft at its meeting of October 22, 2019.

C.3 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.

- III -

**PRINCIPLES APPLICABLE TO THE CONTRIBUTION
CONTENT OF THE CONTRIBUTION
CHARGES AND CONDITIONS**

ARTICLE 1 PRINCIPLES APPLICABLE TO THE CONTRIBUTION

1.1 Contribution

Subject to the satisfaction of the conditions precedent provided for in Article 7 below and the details stipulated in this Article 1.1, the Contributor shall transfer to the Beneficiary, who accepts it, all of its assets and liabilities, rights and obligations of all kinds forming the Residential Business, except for those specifically excluded by Article 2.1.2 of this Contribution Agreement (the “**Contributed Business**”), as described in more detail in Article 2 of this Contribution Agreement and as will exist on the Completion Date (as defined below).

1.2 Legal regime governing the Contribution

It is recalled that 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*, and that the Parties do not intend to apply the “simplified” regime for partial asset contributions governed by the legal regime for spin-offs provided for in paragraphs 2 and 3 of Article L. 236-22 of the French *Code de commerce*.

It is also recalled that, based on the ministerial reply published in the Official Journal on October 15, 2019, page 9271, which confirms that transfers of real estate properties by way of partial asset contribution governed by the French legal regime for spin-offs are not subject to the urban pre-emption right, no declaration of intent to alienate (DIA) has been filed with the municipalities concerned for each of the real estate properties included in the Contributed Business.

The Parties expressly agree to rule out any joint and several liability between them, in particular with regard to the liabilities assumed as part of the Contribution, pursuant to the provisions of Article L. 236-21 of the French *Code de commerce*. Consequently, the Beneficiary shall be solely liable for the liabilities assumed in connection with the Contribution as from the Completion Date (as defined below). It is expressly specified that the Beneficiary shall not be jointly and severally liable with the Contributor for any liabilities excluded from the scope of the Contributed Business in accordance with Article 2.1.2 of this Contribution Agreement.

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 whose claim is prior to the publication of this Contribution Agreement may file opposition to this Contribution Agreement within thirty (30) days of the last insertion or public availability of this Contribution Agreement on the respective websites of the Contributor and of the Beneficiary, in accordance with the provisions of Article R. 236-201, as the case may be, Article R. 236-2-1 of the French *Code de commerce*.

Any opposition must be brought before the competent commercial court, which may reject it or order either the payment of the claims concerned or the provision of guarantees if the Contributor or the Beneficiary, as the case may be, offers them and if they are deemed sufficient. In accordance

with Article L. 236-14 of the French *Code de commerce*, an opposition filed by a creditor does not have the effect of prohibiting the completion of the Contribution.

Furthermore, in accordance with Articles L. 228-65, I, 3° and L. 236-18 of the French *Code de commerce*, this Contribution Agreement will be submitted to the general meetings of the relevant noteholders of the Contributor.

1.3 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 this 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 this Contribution will have retroactive effect as of January 2, 2020 (the “**Effective Date**”). Consequently, the transactions relating to the items transferred under this 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.

In respect of the interim period, corresponding to the period between the Effective Date and the Completion Date, the Beneficiary will bear (in addition to the operating expenses of the Contributed Business):

- i. the cost of services to be provided by the Contributor to the Beneficiary, the amount of which will be determined by applying retroactively to the Effective Date the service provision agreement to be entered into by the Contributor and the Beneficiary, which will take effect on the Completion Date (a draft of which is set out in Appendix 1.3);
- ii. the cost of the licenses granted on the Non-Transferred Intellectual Property Rights (as this term is defined in Article 2.1.2(iii) below), the amount of which will be determined by applying retroactively to the Effective Date the license agreement to be entered into by the Contributor and the Beneficiary, which will take effect on the Completion Date (a draft of which is set out in Appendix 2.1.2(iii).2); and
- iii. the financial expenses relating to the Mirror Debt (as this term is defined in Article 2.3 below), the amount of which will be determined by applying retroactively to the Effective Date the intra-group loan agreement relating to the Mirror Debt to be entered into by the Contributor and the Beneficiary, which will take effect on the Completion Date.

In accordance with Article L. 236-3 of the French *Code de commerce*, the Contributor will transfer to the Beneficiary of the Contribution all of the items forming the portion of its assets that is the subject of this Contribution, in the state in which said items are found on the Completion Date of the Contribution.

1.4 Ownership

As from the Completion Date, the Beneficiary will own and come into possession of all the assets and rights relating to the Contributed Business, including those that may have been omitted, either herein or in the Contributor’s accounts, and will be the debtor of the debts and obligations included

in the Contributed Business (with the exception of the items expressly excluded by Article 2.1.2 of this Contribution Agreement), it being noted that the Contribution will entail the universal transfer of the Contributed Business without joint and several liability between the Contributor and the Beneficiary and that, in accordance with Article L 236-4 of the French *Code de commerce* and Article 1.3 above, the transaction will be carried out with retroactive effect as of January 2, 2020.

1.5 Financial statements used to set the conditions for the transaction (the “Reference Financial Statements”)

1.5.1 Gecina financial statements

The conditions of the transaction have been established based on Gecina’s annual financial statements for the year ended December 31, 2019 appearing in Appendix 1.5.1, approved by its Board of Directors at its meeting of 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.

1.5.2 GEC 25 financial statements

GEC 25 was 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

GEC 25 has carried on no activity since its creation.

Consequently, the conditions for the remuneration of the Contribution have been established on the basis of estimated financial statements for GEC 25 as of February 19, 2020, approved by its President on February 19, 2020, and set out in Appendix 1.5.2.

1.6 Method used to determine the consideration for the Contribution

For the purposes of determining the remuneration of the Contribution, the exchange ratio was determined by mutual agreement between the Parties on the basis of a comparison between the market value of the Contribution (i.e., €1,919,200,000, as set forth in Appendix 1.6) 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, as set forth in Appendix 1.6).

1.7 Method adopted for calculating the net book value of contributions

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 transaction of partial asset contribution constituting a business line and involving companies under common control (*opération 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).

ARTICLE 2 CONTENT OF THE CONTRIBUTION

2.1 Delimitation of the Contributed Business

2.1.1 Contributed Business

Subject to the satisfaction of the conditions precedent stipulated in Article 7 of this Contribution Agreement, the Contributor contributes to the Beneficiary, which accepts, under the ordinary conditions of fact and law and in accordance with the provisions of this Contribution Agreement, all of the assets and liabilities forming the Contributed Business, it being specified that the items expressly excluded from the scope of the Contributed Business are listed in Article 2.1.2 below and that.

- the assets contributed to the Beneficiary and the liabilities assumed by the Beneficiary are those relating to the Contributed Business, which will be included in the assets of the Contributor on the Completion Date;
- The following list of assets and liabilities is, in principle, not exhaustive, as the Contribution constitutes a universal transfer of the assets and liabilities forming the Contributed Business and, consequently, except as expressly provided in this Contribution Agreement, any element omitted from the following list or from the appendices to this Contribution Agreement that is related to the Contributed Business will be included in the Contribution, without any novation, nullity or rescission of the Contribution, nor any change in its remuneration, and
- by the sole fact of the completion of the Contribution and the resulting universal transfer of the assets forming the Contributed Business, all of the assets and liabilities, rights and obligations *included in the Contributed Business will be transferred by the Contributor to the Beneficiary, in the state in which they are found on the Completion Date, without this substitution resulting in novation.*

The Contribution is granted and accepted subject to the charges, terms and conditions and subject to the attributions set forth below.

2.1.2 Excluded assets and liabilities

It is specified that the following are expressly excluded from the scope of the Contributed Business (assuming they exist in the assets of the Contributor on the Completion Date)

- i. regarding certain real estate properties
 - 1) entire real estate properties or units included in a preliminary sales agreement on the signing date of this Contribution Agreement, the list of which is set out in Appendix 2.1.2(i) 1;
 - 2) small isolated residual units used mainly as cellars or parking lots intended for sale on the signing date of this Contribution Agreement, and which are listed in Appendix 2.1.2(i) 2,
 - 3) the receivables, debt, rights, obligations, and personnel directly and exclusively assigned to the properties referred to in points 1. and 2., above.
- ii. regarding non-transferable financing relating to the Contribution:
 - 1) EMTN Notes as defined in paragraph A.1.4 above, as well as the items associated with those issues (issuance costs, accrued interest, redemption premium, etc),

- 2) Private Note Placements as defined in paragraph A.1.4 above, as well as the elements associated with those issues (issuance costs, accrued interest, redemption premium, etc.);
- 3) Credit Lines as defined in paragraph A.1.5 above, as well as the elements associated with these lines (non-use fees, etc.);
- 4) Commercial Papers as defined in paragraph A.1.6 above, as well as the elements associated with those issues (issuance costs, accrued interest, redemption premium, etc.);
- 5) Hedging Instruments as defined in paragraph A.1.7 above, as well as the elements associated with those instruments;

it being specified that (i) the same exclusion principles will apply to any new corresponding debt contracted by the Contributor from the date of this Contribution Agreement to the Completion Date, and (ii) the Beneficiary will nevertheless bear the Mirror Debt (as defined in Article 2.3 below) corresponding to a proportion of the Contributor's financial debt on the Effective Date that is attributable to the assets and rights forming the Contributed Business and that is not transferable to the Beneficiary;

iii regarding intellectual property rights:

- 1) applications for registration and trademarks, in France and in the European Union, relating to the "YOU FIRST" brand described in Appendix 2.1.2(iii).1 (together, the "Non-Transferred Intellectual Property Rights");

it being specified that the Non-Transferred Intellectual Property Rights shall be the subject of a licensing agreement to be entered into by the Contributor and the Beneficiary, which will take effect on the Completion Date (a draft of which is set out in Appendix 2.1.2(iii).2);

iv. regarding the current shareholder accounts:

- 1) Gecina's current shareholder account in Locare (328 921 432 RCS Paris), with Gecina ensuring centralization of the cash position of all of its subsidiaries.

Thus, the items set out above, expressly excluded from the Contributed Business, will remain the property of the Contributor.

2.2 Contributed assets

Contributed assets include all the assets and rights of the Contributed Business (with the exception of assets expressly excluded from the scope of the Contributed Business under Article 2.1.2 of this Contribution Agreement), in the form that those assets and rights exist on the Completion Date (whether or not they appear in the Reference Financial Statements) and including all possible, unknown or future rights relating to the Contributed Business, which origin is prior to the Completion Date

For the purpose of determining the scope of the Contributed Business, the Parties will use the Reference Financial Statements adjusted for the transactions completed on January 1, 2020. The scope of the Contributed Business will take into account on the Completion Date the transactions

that occurred during the interim period: the scope of the Contributed Business as determined on the Effective Date based on the Reference Financial Statements adjusted for the transactions completed on January 1, 2020 and in accordance with the principles set out in Article 2.1 of this Contribution Agreement will be (i) reduced by the assets attached to the Contributed Business that have been sold or destroyed between January 2, 2020 and the Completion Date, and (ii) increased by any new assets attached to the Contributed Business acquired or received, as the case may be, by the Contributor, between January 2, 2020 and the Completion Date.

In order to determine the contribution balance sheet as of January 2, 2020, presented below, account should be taken of the management transactions carried out by the Contributor during the day of January 1, 2020 (a public holiday) relating to the Contributed Business. Appendix 2.2 presents these transactions and their impact on the assets contributed and liabilities transferred, resulting in an estimated net asset surplus of €170,000 relative to the net asset value as of December 31, 2019, with no exceptional transactions occurring on January 1, 2020.

Based on the Reference Financial Statements and taking into consideration the valuation of the Contribution at the net book value, the contribution value of the assets items of the Contributed Business, corresponding to their net book value on the Effective Date, amounts to €1,213,636,838 and can be broken down as follows:

In €	Gross Value	Amort. Provisions	Net Value as of January 2, 2020*
Intangible and financial fixed assets described in <u>Appendix 2.2 bis</u> , and in particular the benefit and expense of all easements, servitudes, and all treaties, agreements, commitments and contracts with third parties relating to the property and real estate rights contributed.	2,951,350	-	2,951,350
Tangible fixed assets (all properties described in <u>Appendix 2.2 bis</u>)	1,438,982,345	(230,657,011)	1,208,325,333
FIXED ASSETS	1,441,933,695	(230,657,011)	1,211,276,683
Trade and related receivables (mainly rent receivables)	5,949,973	(4,500,155)	1,449,818
Other receivables	395,251	-	395,251
Liquidities	-	-	-
CURRENT ASSETS	6,345,224	(4,500,155)	1,845,069
Prepaid expenses	515,086	-	515,086
TOTAL CONTRIBUTED ASSETS	1,448,794,005	(235,157,167)	1,213,636,838

*The market value of the assets items of the Contributed Business are shown in [Appendix 1.6](#) for the purpose of calculating capital gains tax.

2.3 Liabilities assumed

The liabilities assumed by the Beneficiary include all liabilities and obligations related to the Contributed Business (subject to the liabilities expressly excluded from the scope of the Contributed Business under Article 2.1.2 of this Contribution Agreement), in the form that those liabilities and obligations exist on the Completion Date (whether or not they appear in the Reference Financial Statements) and including all contingent, unknown or future liabilities relating to the Contributed Business and which origin is prior to the Completion Date.

For the purpose of determining the scope of the Contributed Business, the Parties will use the Reference Financial Statements adjusted for transactions completed on January 1, 2020 (see [Appendix 2.2](#)). The scope of the Contributed Business will take into account on the Completion Date the transactions that occurred during the interim period: the scope of the Contributed Business as determined on the Effective Date based on the Reference Financial Statements adjusted for the transactions completed on January 1, 2020 (see [Appendix 2.2](#)) and in accordance with the principles set out in Article 2.1 of this Contribution Agreement will be (i) reduced by the liabilities attached to the Contributed Business that have been paid between January 2, 2020 and the Completion Date, and (ii) increased by any new liabilities attached to the Contributed Business that have been assumed, as the case may be, by the Contributor, between January 2, 2020 and the Completion Date.

Based on the Reference Financial Statements adjusted for the transactions completed on January 1, 2020 (see [Appendix 2.2](#)) and taking into account the valuation of the Contribution at the net book value, the contribution value of the liabilities of the Contributed Business, corresponding to their net book value on the Effective Date, amounts to €1,131,957,103 and can be broken down as follows:

In €	Net Value as of January 2, 2020
Security deposits received from tenants	9,540,880
Provisions for liabilities and charges	3,029,786
Financial debt	1,096,602,918
Trade payables	4,783,240
Fixed asset trade payables	11,988,657
Tax and social security liabilities	3,352,197
Other payables	2,420,716
Prepaid income	238,709
TOTAL LIABILITIES ASSUMED	1,131,957,103

The foregoing statements do not constitute acknowledgment of debt to claimants, who are on the contrary required to pursue their claims in a court of law.

It is specified that, as indicated in the “Financial debt” line of the table above, 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 Appendix 2.3.

2.4 Off-balance sheet commitments (as of January 2, 2020) transferred to the Beneficiary

In €	Value as of January 2, 2020
Commitments received	
Promises or options to acquire buildings	-
TOTAL	-
Commitments given	
Promises or options to acquire buildings	4,048,000
Asset-backed liabilities	-
TOTAL	4,048,000

All of these off-balance sheet commitments received or granted by the Contributor will be assumed by the Beneficiary on an as-is basis on the Completion Date.

2.5 Valuation of the net assets contributed

It follows from the above that the value of net assets contributed (including the Mirror Debt) by the Contributor to the Beneficiary in this Contribution, based on the Reference Financial Statements adjusted for the transactions completed on January 1, 2020 (Appendix 2.2), amounts to €81,679,735 as follows:

In €	Value as of January 2, 2020
Total contributed assets	1,213,636,838
Total liabilities assumed	1,131,957,103
Net assets contributed	81,679,735

2.6 No loss of retroactivity for the interim period

The Contributed Business is historically profitable; moreover, the 2020 budget anticipates a positive result. Consequently, no provision for loss of retroactivity for the period from the Effective Date to the Completion Date of the Contribution is recognized in the liabilities assumed by the Recipient under this Contribution Agreement.

ARTICLE 3 EXPENSES AND TERMS OF THE CONTRIBUTION

3.1 Transfer of rights and obligations

As from the Completion Date:

- The Beneficiary will accept the contributed property and rights in the form that they exist, on an as-is basis, on the Completion Date.
- The Beneficiary will be personally responsible, in lieu of the Contributor, for the execution or performance of all treaties, contracts, agreements, conventions, understandings and commitments of any kind whatsoever, in particular those entered into with customers,

suppliers, service providers, personnel or creditors or any third party, as well as any concessions, authorizations, permits or administrative approvals of any kind that may exist on the Completion Date relating to the Contributed Business, and will be responsible for assuming the corresponding charges and obligations, without prejudice to the provisions of this Contribution Agreement.

The Beneficiary will be subrogated to all rights and obligations arising from said treaties, contracts, agreements and undertakings of any kind (including any promises to purchase or sell), relating to the Contributed Business and binding on or benefiting the Contributor, with the exception, however, of (i) rights and obligations the transfer of which requires the agreement of a third party in the event that such agreement has not been obtained prior to the Completion Date, and (ii) rights and obligations expressly excluded by Article 2.1.2 of this Contribution Agreement (without the excluded rights and obligations affecting the content of the contributed business)

The Beneficiary will be subrogated in all rights, shares, mortgages, liens, guarantees and personal or real security interests attached to the assets or claims that are the subject of the Contribution, and all related expenses will be borne by the Beneficiary.

- The Beneficiary will be substituted for the Contributor in all of the assets, rights and obligations of the latter relating to the Contributed Business (including the off-balance sheet commitments received or granted referred to above but excluding the assets and liabilities expressly excluded from the Contribution under Article 2.1.2 (without the excluded rights and obligations affecting the content of the contributed business)), as well as, where applicable, in all authorizations, permits or administrative approvals granted to the Contributor relating thereto.
- The Beneficiary will be bound by all obligations relating to the Contributed Business and, except where the agreement of a third party is required in the event that such agreement has not been obtained prior to the Completion Date, will benefit from all rights relating to the Contributed Business or relating to its operation or resulting therefrom, and in particular from all rights and obligations resulting from any permits, approvals or authorizations.
- The Beneficiary will be subrogated to the Contributor as plaintiff or defendant, as the case may be, in all judicial, administrative or other proceedings relating to the Contributed Business, including proceedings that will have arisen between the date of this Contribution Agreement and the Completion Date
- The insurance policies referred to as “All Construction Site Risks” (*“Tous Risques Chantier”*), “Structural Damage” (*“Dommage Ouvrage”*), “Collective Ten-Year Contract Liability” (*“Contrat Collectif de Responsabilité Décennale”*), “Contractor Non-Performance Insurance” (*“Constructeur non Réalisateur”*) already subscribed by the Contributor for the renovation, demolition and/or new construction projects of the Contributed Business will be transferred as part of the Contribution. Formalities involving brokers and companies will be carried out by the Contributor, and formalities involving other third parties (Information to be given to the Structural Damage Assessors (*Experts Dommage Ouvrage*) already appointed, in particular the parties involved in appraisal) will be carried out by the Beneficiary, who undertakes to do so. The Beneficiary will be personally responsible for subscribing the policies to be specifically contracted by it, it being specified that, with the agreement of all involved parties, either (i) global coverage under part of the policies (in particular, those relating to civil liability, comprehensive real estate risk, IT risks, or directors and officers insurance) may be put in place,

or (ii) the status of the insured under these policies may be extended, by way of continuation of existing programs

- Especially regarding the Contributed Properties, the Beneficiary:

- (i) acknowledges that, prior to the Contribution, it had access to a set of documents and information made available to it by the Contributor on the <https://www.wk-consultation.fr> electronic platform enabling it to assess the legal, administrative, rental, tax, environmental and technical situation of the Contributed Properties;
- (ii) without prejudice to the guarantees and liabilities that may arise from Articles 1792 *et seq* of the French *Code civil* and the legal guarantees from which the Contributor may not be exempt, will, as of the Completion Date, take the Contributed Properties in the state in which they exist on that date, without any guarantees by the Contributor for any reason whatsoever and in particular regarding:
 - (a) the good or bad condition of the soil, subsoil, excavations or diggings, infrastructure and superstructure works, constructions or their equipment (including gas and electricity networks), or because of visible or hidden defects which could affect them, or because of products or materials which may contain asbestos or lead, termites and other wood-eating insects whose structures could be affected, or failure to comply with administrative authorizations, health, safety and environmental standards by the said structures or constructions or pollution of the soil or subsoil, the presence of networks, leaks, sewer collectors, the presence of water tables, the proximity of EDF or other structures;
 - (b) issues of joint ownership, error or omission in the designation appearing herein, of lodgings, out-of-plumb protrusions, forbearance, blocked views, or other;
 - (c) the tax situation (in particular with regard to all fees and taxes), disputes and claims with any tenants or occupants;
 - (d) compliance with neighborhood bylaws by all owners of neighboring buildings, or performances or non-performances of sound insulation;
 - (e) the surface area of the Contributed Properties or the surface area of the land on which they are built, with the difference more or less, if any, between the above-mentioned capacity and the actual capacity exceeding one-twentieth, which shall be for the benefit or loss of the Beneficiary, without any recourse against the Contributor in this respect;
 - (f) the administrative situation of the Contributed Properties in terms of the surface areas authorized under the administrative building permits, and their assignments as they exist at the present time;
 - (g) use or intended purpose of the Contributed Properties;
- (iii) will suffer passive, visible or hidden, continuous or discontinuous, easements that may encumber the Contributed Properties, unless it defends itself against them and takes advantage of active easements, if any, with no recourse against the Contributor,

- (iv) will be personally responsible, as from the Completion Date, for the continuation or termination of all treaties and subscriptions relating to water, gas and other supplies, if any, that have been contracted by the Contributor for the Contributed Properties,
- (v) will be personally responsible for taking out all insurance policies covering the Contributed Properties as from the Completion Date;
- (vi) undertakes to reimburse the Contributor on a time pro-rated basis the following taxes for the year 2020 which the Contributor will pay on behalf of the Beneficiary
 - Property tax,
 - Annual tax on parking areas;
 - Tax on offices, commercial premises, storage premises and parking areas;
 - Any taxes on vacant housing units,
 - Housing taxes on premises housing employees assigned to the rental of the housing units (or shops) provided;

it being specified that any tax refund will occur on the collection date by means of notification to the tax payer (*par voie de rôle*) and at the earliest on the Completion Date.

3.2 Assumption of liabilities

As from the Completion Date:

- The Beneficiary will assume and pay, in lieu of the Contributor, the liabilities relating to the Contributed Business (including, but not limited to, the off-balance sheet commitments received or granted referred to above but excluding the liabilities expressly excluded from the Contribution under Article 2.1.2 (without the excluded rights and obligations affecting the contents of the contributed business)) in the condition in which it exists on the Completion Date and under the terms and conditions under which it is and will become due and payable; it shall be subject to any guarantees that may have been given in respect of the assumed liabilities.
- The Beneficiary will do everything necessary to ensure that the liabilities are paid in a way that the Contributor is not disturbed or pursued in this matter, and will be liable to the Contributor for the consequences of any legal action against the Contributor by holders of debts assumed by the Beneficiary.

In return, the Beneficiary will be subrogated purely and simply to all the rights of the Contributor in respect of all receivables and, in particular, to the benefit of any pledges and other guarantees that may have been granted to it as security for the repayment of said receivables.

In the event of a difference of any kind whatsoever, whether more or less, between the liabilities transferred and the sums claimed by third parties and recognized as due, the Beneficiary will be required to pay any excess or will benefit from diminution of these liabilities, without any possible claim by either side. The same will apply if there are insufficient provisions for the liabilities assumed.

- Subject to Articles 3 1(vi) and 6 of this Contribution Agreement, the Beneficiary will bear and pay all taxes, contributions, duties, fees, charges and subscription fees to which the contributed assets and rights may or may be subject and, in general, all charges of an ordinary or extraordinary nature affecting said assets and rights and/or those inherent to their ownership or operation.
- The Beneficiary will be subrogated to all the rights of the Contributor in respect of any recourse or claims that may be exercised in order to obtain the liquidation or definitive restitution of any *contributions of any kind whatsoever, any ordinary and/or extraordinary taxes, credits and duties of any kind whatsoever* that may have been unduly levied, in connection with the Contributed Business.
- In the event that a creditor of the Contributor claims from the Contributor a portion of the liabilities transferred to the Beneficiary (including off-balance sheet commitments), the Contributor shall notify the Beneficiary of the said claim as soon as possible, the Beneficiary being solely liable to pay this liability under the same terms as would have been imposed on the Contributor if this liability had remained with the Contributor. Should the Contributor be forced to pay such a liability, the Beneficiary undertakes to reimburse the Contributor for the amount of the payment made by the Contributor as soon as possible, unless otherwise stipulated in any other agreement that may be concluded between the Contributor and the Beneficiary.

Should a creditor of the Contributor claim from the Beneficiary a portion of the liabilities retained by the Contributor (including off-balance sheet commitments) in respect of the assets and/or liabilities excluded in accordance with this Contribution Agreement, the Beneficiary will notify the Contributor of said claim as soon as possible, as the latter alone is required to pay this liability or this portion of the liability. Should the Contributor be forced to pay such a liability, the Beneficiary undertakes to reimburse the Contributor for the amount of the payment made by the Contributor as soon as possible, unless otherwise stipulated in any other agreement that may be concluded between the Contributor and the Beneficiary.

In such cases, the Contributor or the Beneficiary, as the case may be, shall inform the Beneficiary or the Contributor, as the case may be, of any new development relating to the creditor's claim, and the Contributor and the Beneficiary will consult and cooperate on any steps or actions to be taken regarding this creditor; the Contributor or the Beneficiary, as the case may be, shall strive to take all useful or urgent steps to safeguard the rights of the Beneficiary or the Contributor, as the case may be.

3.3 Approvals, agreements and prior authorizations from third parties

The assets and liabilities, rights and obligations relating to the Contributed Business will be transferred subject to obtaining any agreements, consents, authorizations or approvals (including waivers or consents, whether express or implied) from third parties, including any government authority (including construction permits in the process of being obtained or executed), if required, that have not already been obtained elsewhere (the "**Third Party Agreements**")

Should a Third Party Agreement be necessary to allow the transfer to the Beneficiary of any asset or liability in connection with the Contribution or to allow the benefit or enjoyment of such asset or liability to continue for the benefit of the Beneficiary after the Completion Date, the Contributor (or, as the case may be, the Beneficiary) shall seek such agreement within a reasonable period of time following the date of this Contribution Agreement and shall make best efforts to obtain it prior to the Completion Date. The Parties undertake to cooperate to obtain Third Party Agreements and

to keep each other informed on a regular basis of the progress of the steps they have taken to this effect

If certain Third Party Agreements are not obtained prior to the Completion Date, the failure to obtain such agreements will have no impact on the completion of the Contribution in respect of the elements of the Contributed Business whose transfer is not subject to the obtaining of such agreements. The Parties will make best efforts to obtain the relevant Third Party Agreements. The Parties will negotiate in good faith the conditions allowing each of them, as far as possible, to be in an economic situation equivalent to that in which it would have been if the said Third Party Agreements had been obtained.

With regard to approvals, agreements and prior authorizations of third parties that would not be transferable, the Beneficiary will take the necessary steps to obtain them with the assistance of the Contributor.

3.4 Employees

In accordance with Article L. 1224-1 of the French *Code du travail*, the employment contracts of all of the Contributor's employees assigned mainly or exclusively to the Contributed Business will be automatically transferred to the Beneficiary on the Completion Date, along with all individual rights acquired under these contracts. Details of the functions concerned are set out in Appendix 3.4 to this Contribution Agreement. However, it is specified that, for employees whose employment contract transfer is subject to authorization by the labor inspectorate, the transfer of their employment contract can only take place after express authorization from the labor inspectorate. In addition, the Beneficiary must file the administrative declaration required for the employment of employees on an internship contract. Lastly, regarding potential trainees assigned mainly or exclusively to the Contributed Business, an amendment to their training agreement will be offered to them so they can, if they so wish and subject to the consent of the training body which issued the training agreement (and which will sign said amendment), continue their training within the Contributed Business.

Regarding employees assigned partially to the Contributed Business (but who do not mainly work for the Contributed Business), the Contributor will offer a tripartite agreement for the transfer of their employment contracts (to be signed by the Contributor, the employee partially assigned to the Contributed Business, and the Beneficiary). If this tripartite agreement is signed, the employment contracts of these employees partially assigned to the Contributed Business will be transferred in full to the Beneficiary. If the tripartite agreement is not signed, these employees could, depending on the factors involved in their situation, either remain employees of the Contributor or, depending on the time they devote to the Contributed Business, have their employment contract partially transferred in proportion to their working time within the Contributed Business pursuant to Article L. 1224-1 of the French *Code du travail*.

Details of the functions concerned assigned partially to the Contributed Business are set out in Appendix 3.4 to this Contribution Agreement.

Employees transferred legally and via a tripartite agreement will hereinafter be referred to as the **"Transferred Employees"** (subject to the actual number of employees on the Completion Date of the Contribution).

The Beneficiary will be solely liable for the payment of all sums due to the Transferred Employees pursuant to statutory, regulatory, conventional or contractual provisions, and/or relating to the

collective status applicable to the Transferred Employees, even if these sums relate to a period prior to the Date of Completion

In addition, as of the Completion Date, the Beneficiary will be required to pay all social security contributions and charges, all contributions to pension schemes, and all contributions and charges of any kind to any other entity, payable under the terms of the employment contracts of the Transferred Employees

It is specified that all obligations relating to the Contributor's stock options and free share allocations are excluded from the Contribution and will be retained by the Contributor (it being specified that the costs relating to these arrangements are, moreover, recharged to the subsidiaries of Gecina Group (including the Beneficiary) for their own employees).

The Beneficiary will be substituted for the Contributor for the application of the provisions relating to employee profit-sharing for the rights of the Transferred Employees acquired as of the Completion Date of the Contribution. The Beneficiary undertakes to record, as necessary, in its balance sheet the special profit-sharing reserve corresponding to the rights of the Transferred Employees.

Subject to:

- where Article L. 1224-1 of the French *Code du travail* applies, the transfer of the profit-sharing agreement signed by the social and economic committee on June 28, 2016 and tacitly renewed on January 1, 2019, the rules of the company Savings Plan agreed by the social and economic committee on June 3, 2004 and related amendments, and the rules of the collective retirement savings plan agreed by the social and economic committee on June 24, 2005, and related amendments;
- or the inclusion of the Beneficiary in the Gecina social and economic committee;

the Beneficiary will be substituted for the Contributor for the purposes of application of the provisions of the said agreements and for the management of the corresponding rights, in particular those invested in the company savings plan, in accordance with applicable law

3.5 Regularization formalities – Publication

The Beneficiary shall complete all the formalities required to regularize and make enforceable against third parties the transfer of the property, rights and obligations relating to the Contributed Business, all powers being given to the bearer of a copy or extract of the present document for this purpose.

The Contributor and the Beneficiary undertake to collaborate in drawing up any additional, supplementary, amending, repetitive or confirmatory documents for this Agreement and to provide any justification and signatures that may be necessary to make the transfer to the Beneficiary of the assets, rights and obligations contributed effective, in particular with regard to third parties, including any French or foreign authority. In particular, the Contributor and the Beneficiary may clarify, supplement or complete the information contained in the Appendices to this Contribution Agreement.

The real estate assets included in the scope of the Contributed Business (the indicative list of which as of the date of this Contribution Agreement appears in Appendix 2.2 bis) will be subject to specific formalities, in accordance with applicable statutory and regulatory provisions. This Contribution

Agreement or an extract of this instrument and any subsequent instruments relating hereto, will be filed with the competent notary's office so that this instrument has the full effect of an authentic deed, as if it had been drawn up from the outset in notarized form. The competent notary's office will draw up, for each Contributed Property, a supplementary deed (hereinafter the "**Supplementary Deed(s)**") to the Contribution, containing in particular:

- (i) a more detailed description of the Contributed Properties,
- (ii) the origin of the 30-year ownership of the Contributed Properties;
- (iii) the relationship of the easements applicable to the Contributed Properties,
- (iv) the rental status of the Contributed Properties;
- (v) a reminder of the claims reported under the insurance policies subscribed for the Contributed Properties

- IV -

REMUNERATION OF THE CONTRIBUTION
REPRESENTATIONS AND WARRANTIES
TAX REGIME
CONDITIONS PRECEDENT
MISCELLANEOUS

ARTICLE 4 REMUNERATION OF THE CONTRIBUTION

4.1 Capital increase of the Beneficiary

Assuming the completion of the Share Capital Reduction described in Article A 2.2. of this 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 this 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 into 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.

4.2 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 agree 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 President 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 this Contribution as well as those resulting from the Beneficiary's capital increase and from the completion of the Contribution.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PARTIES

5.1 Representations and warranties of the Contributor

The Contributor hereby represents and warrants to the Beneficiary that:

- i. it is a limited liability company (*société anonyme*) duly constituted in accordance with French law;
- ii. it has the capacity and, subject to the approval of the transactions provided for in this Contribution Agreement by the Contributor's extraordinary general meeting, the power required to enter into this Contribution Agreement and to carry out the transactions provided for herein, to transfer the Contributed Business and, in general, to fulfill its obligations arising from it;
- iii. subject to the reservation set out in paragraph (ii) above, this Contribution Agreement has been validly executed by the Contributor and is enforceable against it; and
- iv. subject to the obtaining of Third Party Agreements where required (in particular by the provisions of relevant contracts) and the provisions of this Contribution Agreement (in particular, Article 2.1.2 regarding items excluded from the scope of the Contributed Business), the Contribution shall include all of the assets and rights of the Contributed Business, as they exist on the Completion Date (whether or not they appear in the Reference Financial Statements, and including all possible, unknown or future rights relating to the operation of the Contributed Business, which origin is prior to the Completion Date).

5.2 Representations and warranties of the Beneficiary

The Beneficiary hereby represents and warrants to the Contributor that

- i. it is a simplified limited liability company (*société par actions simplifiée*) duly incorporated under French law;
- ii. it has the capacity and, subject to the approval of this Contribution Agreement by the Beneficiary's general meeting, the power required to enter into this Contribution Agreement and to perform the transactions contemplated herein and, in general, to meet its obligations arising therefrom; and
- iii. subject to the reservation set out in paragraph (ii) above, this Contribution Agreement has been validly executed by the Beneficiary and is enforceable against it

5.3 Accounts and archives

The accounting records, accounting documents, titles of ownership, certificates and other documents relating to marketable securities, proof of ownership of shares and other corporate rights, and all deeds, contracts, archives, documents or other records or files relating to the Contributor's assets and liabilities relating exclusively to the Contributed Business will be sent to the Beneficiary as soon as possible after the Completion Date. Those relating in part to the Contributed Business and in part to another activity retained by the Contributor will be made available to the Beneficiary. The Contributor and the Beneficiary shall work together to make these documents and information available as quickly as possible and under the best possible conditions.

In any event, their retention by the Contributor will be carried out in compliance with (i) the document retention policy applicable to the Contributor and (ii) applicable legislation.

ARTICLE 6 TAX REGIME

6.1 General provisions

The respective representatives of the Contributor and the Beneficiary undertake to ensure that the Parties comply with all legal provisions in force, regarding the declarations to be made for the payment of corporate income tax and any other taxes or duties resulting from the final completion of the contributions, in accordance with the stipulations below.

6.2 Income tax

6.2.1 Effective date

In accordance with Article 1.3 of this Contribution Agreement, the transaction will take effect retroactively from January 2, 2020 (i.e., the Effective Date)

The Contributor and the Beneficiary expressly acknowledge that these stipulations have full fiscal effect, for which they undertake to accept all the consequences.

Consequently, the profits or losses generated since January 2, 2020 by the operation of the Contributed Business and up to the Completion Date will be included in the Beneficiary's taxable income

6.2.2 Tax regime

The Contributor and the Beneficiary declare that this Contribution is subject 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 real estate properties and real estate property rights transferred

In consideration of which, and in accordance with 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.

6.3 Registration fees

The Contributor and the Beneficiary declare that the object of the Contribution is a business activity that can be operated autonomously within the meaning of Articles 301 A and 301 E of Appendix II of the CGI.

Consequently, the Contribution will be registered free of charge in accordance with Articles 816 and 817 of the CGI.

6.4 Value Added Tax ("VAT")

As the Contribution involves the transfer of a universality of goods as referred to in Article 257 *bis* of the CGI, the delivery of goods and services between the Contributor and the Beneficiary within the context of the Contribution are exempt from the payment of VAT.

To this end, the Contributor and the Beneficiary both declare that they are both partially liable for VAT on the date of this Contribution Agreement and on the Completion Date.

The Contributor and the Beneficiary declare that the value, excluding VAT, of the deliveries of goods and services connected with the Contribution will be entered on their respective VAT returns for the relevant reporting period, as non-taxable transactions.

The Beneficiary shall be deemed successor to the Contributor in respect of the Contributed Business, particularly regarding adjustments to the VAT deducted by the Contributor. In this respect, the Beneficiary will therefore be required, if necessary, to make adjustments to deduction entitlements and the taxation of transfers or self-supplies that would become due after the Contribution date and that would in principle have been the responsibility of the Contributor if the latter had continued to operate the Contributed Business itself.

Lastly, the VAT regime options on rents, submitted by the Contributor in accordance with Article 260 2° of the CGI, will be transferred to the Beneficiary who will continue the VAT-able leasing activity of the contributed assets, covered by those options.

6.5 Payroll tax

As from the Completion Date, the Beneficiary will take into account the compensation paid to employees who have been in its service to determine its payroll tax obligations.

6.6 Property tax

Starting the year following the year of the Contribution, the Beneficiary will legally be the taxpayer on the transferred residential real estate properties and commercial premises at the base of the real estate properties, and is responsible for ensuring that the notaries in charge of recording the transfer are diligent in updating the 2021 land registry. Should 2021 property tax demands continue to be addressed to the Contributor, the Contributor shall file a request that the transfer be duly recorded *once proof of transfer publication by the concerned notaries have been obtained from the Beneficiary.*

6.7 Tax formalities

The Contributor and the Beneficiary undertake to work together to draw up any additional, supplementary, amending, repetitive or confirmatory deeds for this Agreement and to provide any proof, documents, and signatures that may be necessary to make the transfer to the Beneficiary of the assets, rights and obligations contributed effective, particularly with regard to third parties, including any French or foreign authority. In particular, the Contributor and the

Beneficiary may clarify, supplement or complete the information contained in the appendices to this Contribution Agreement

ARTICLE 7 CONDITIONS PRECEDENT TO THE CONTRIBUTION

The completion of the Contribution is subject to satisfaction of the following conditions precedent (the “**Conditions Precedent**”) (or waiver by the Parties of such conditions precedent):

- i. the final completion of the Share Capital Reduction of GEC 25,
- ii the approval, by the extraordinary general meeting of shareholders of Gecma, 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.

The Conditions Precedent listed above are specified for the benefit of both Parties and they may only be waived by mutual agreement and subject to applicable laws and regulations.

The satisfaction of these conditions precedent will be sufficiently established, vis-à-vis any person, by the delivery of a copy or an extract of the minutes of the general meeting of GEC 25 approving the Contribution, its valuation, its remuneration and noting the corresponding share capital increase.

If the Conditions Precedent are not satisfied by December 31, 2020 at the latest, the provisions of the Contribution Agreement will be considered null and void, without any compensation on either side, except for any right to compensation by either Party in the event of a breach by the other Party of its obligations under the Contribution Agreement, unless this period is extended by mutual agreement of the Parties

The Parties undertake to do everything necessary to satisfy the Conditions Precedent

ARTICLE 8 MISCELLANEOUS – FORMALITIES – APPLICABLE LAW – JURISDICTION – POWERS

8.1 Formalities

The Contributor and the Beneficiary must complete, within the time limits specified in applicable legal and regulatory provisions, all formalities, filings and publications relating to the Contribution specified in those provisions, in particular to make this Contribution Agreement and the Contribution itself enforceable against third parties. This Contribution Agreement will be filed with the clerk of the Paris Commercial Court and published, in accordance with applicable statutory and regulatory provisions.

8.2 Fees

The Beneficiary shall bear all costs, duties and fees to which the Contribution will give rise (in particular notaries’ fees for filing the Contribution Agreement and Supplementary Deeds), as well as all costs, duties and fees that will result from the Contribution and the direct or indirect consequences thereof. The Parties agree that these costs will initially be borne by the Contributor and then subsequently recharged by the Contributor to the Beneficiary, euro-for-euro.

8.3 Independence of stipulations

In the event that any clauses herein is deemed to be null, invalid or unenforceable against any of the Parties, it shall be replaced by mutual agreement between the Parties, to the greatest extent possible, by a fully valid clause having economic consequences and scope similar to the clause deemed null, invalid or unenforceable; in any event, the null, invalid or unenforceable nature of such a clause shall have no effect on the validity of this and the other clauses herein.

8.4 Cooperation

The Parties undertake to do everything necessary to carry out the Prior Operations and the operations provided for in this Contribution Agreement and to exercise their powers and voting rights to this end. Furthermore, the Parties undertake to cooperate to draw up all complementary, repetitive, confirmatory or implementing acts of this Contribution Treaty and to provide all documents and all proofs and signatures that may be necessary to transfer to the Beneficiary the assets, rights, obligations and liabilities forming the Contributed Business. In particular, the Parties may clarify, supplement or complete the information contained in the appendices to this Contribution Agreement.

8.5 Waivers

Each Party hereby agrees that Article 1195 of the French *Code civil* shall not apply to their obligations under this Agreement and acknowledges that they shall not be entitled to avail themselves of the provisions of Article 1195 of the French *Code civil*.

Each of the Parties waives (i) the right to terminate this Contribution Agreement in accordance with Article 1226 of the French *Code civil*, (ii) any right it may have in accordance with Articles 1186 and 1187 of the French *Code civil*, in particular the right to invoke the lapse of this Contribution Agreement due to disappearance, the lapse or impossibility to perform for any reason whatsoever any other contract the performance of which would be necessary to carry out the operations contemplated by this Contribution Agreement, (iii) the right to invoke the exception allowing performance in kind of an obligation in the event of a manifest disproportion between its cost for the debtor and its benefit to the creditor provided for in Article 1221 of the French *Code civil*, and (iv) the right to invoke the provisions of Articles 1222 and 1223 of the French *Code civil*.

8.6 Address for service

For the execution of this Contribution Agreement or of the acts and minutes that will be the direct or indirect consequence thereof, the Parties elect their respective registered office as their address for service.

8.7 Applicable law - Jurisdiction

This Contribution Agreement shall be governed by and interpreted in accordance with French law.

It is specified, where necessary, that any express or implicit reference to a legal text refers to said text as well as to its amendments, extensions or implementation texts prior or subsequent to the date of this Contribution Agreement.

All disputes or litigation that may arise from, arise on the occasion of, or in connection with, this Contribution Agreement or the deeds confirming the contribution, and in particular disputes or litigation relating to the validity of this Contribution Agreement or the deeds confirming the contribution, their interpretation, performance or non-performance, will be subject to the exclusive jurisdiction of the Paris Commercial Court.

8.8 Powers for formalities

The Contributor and the Beneficiary grant full powers to the bearer of an original, copy or extract of this Agreement for the purpose of carrying out all legal publicity formalities, and making all declarations, notifications, publications, mentions, and other filings that may be required.

In addition, the representatives of the Contributor and of the Beneficiary, acting in their common interest, give full powers to any clerk of the notary where the records of this Agreement are lodged, to draw up the Complementary Acts, and in general, all acts supplementing or correcting errors or omissions relating to the identity of the parties and the descriptions of the assets and rights contributed.

In nine (9) originals, including one original intended to be deposited, with handwritten acknowledgments and signatures, in the records of a notary.

Executed in Paris, on February 19, 2020

Gecina

Represented by Ms Méka Brunel
Chief Executive Officer

GEC 25

Represented by its President, Gecina, itself
represented by its Chief Executive Officer, Ms.
Méka Brunel

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Appendix 1.3

Draft Assistance and Services Agreement



<p style="text-align: center;">ASSISTANCE AND SERVICES AGREEMENT</p>

BETWEEN THE UNDERSIGNED:

Gecina, a limited liability company (*société anonyme*) with a share capital of €573,076,950, with its registered office located at 14-16 rue des Capucines, 75002 Paris, registered with the Paris Trade and Companies Registry under number 592 014 476, represented for the purposes hereof by Ms. Méka Brunel, acting in her capacity as Chief Executive Officer (hereinafter "**Gecina**"),

on the one hand,

AND:

GEC 25, a simplified limited liability company (*société par actions simplifiée*) with a share capital of €2,000, with its registered office located at 16, rue des Capucines, 75002 Paris, registered with the Paris Trade and Companies Registry under number 880 266 218, represented by its President, Gecina, in turn represented by its Chief Executive Officer, Ms. Méka Brunel (hereinafter "**NewCo**"),

on the other hand,

Gecina and **NewCo** are hereinafter referred to jointly as the "**Parties**" and individually as a "**Party**".

WHEREAS:

Gecina holds, 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.

Noting a structural need for housing on the part of the middle classes in French metropolises (imbalance between supply and demand, quality urban housing not easily accessible to households, need for flexibility for many households) that requires the supply to be adapted, Gecina wishes to reinforce its position as a leading player in residential real estate in the constrained areas of major French metropolises.

This strategy is three-pronged:

- Investing in the existing residential property portfolio to enhance its value,
- Developing the residential property portfolio in major French metropolises,
- Offering the highest international standards of customer service and of housing operation and management.

To deploy this strategy, Gecina relies on several advantages, in particular:

- A substantial residential property portfolio, a platform that is already integrated and a recognized expertise,
- Healthy fundamentals,
- Investment capacity of an institutional player,
- A client-centric approach (YouFirst),
- A capacity for innovation and an ecosystem of partner startups that position Gecina as a specialist in urban lifestyles.

This strategy is being materialized, in particular, by the subsidiarization of Gecina's residential real estate business and, more specifically, by the contribution of this business by Gecina to NewCo, a subsidiary company dedicated to the residential sector, whose purpose is to manage and develop a property portfolio of assets for use as housing and which was specially created for this purpose. To this end, on February 19, 2020 the Board of Directors of Gecina approved a draft contribution agreement pursuant to which Gecina will contribute its residential business, by means of a partial asset contribution governed by the French legal regime for spin-offs, to NewCo, such contribution being remunerated by the allocation to Gecina of newly issued ordinary shares of NewCo (the "**Contribution**") To this end, the Parties entered into a draft contribution agreement dated February 19, 2020.

This strategy will ensure Gecina's growth while maintaining its current level of exposure in this area.

In this context and, in particular, in the context of the Contribution,

- Gecina, a real estate holding company of the Gecina Group, is providing a large portion of the personnel and assistance resources useful to the group and made available to all of its subsidiaries under assistance and services agreements.
- NewCo intends to benefit from some of these means of assistance in order to consolidate its operations and the full autonomy that it will have following the completion of the Contribution by pooling productivity investments (pooling of skills, digital transformation, industrialization of management)

As NewCo has expressed its desire to have access to the assistance and services provided by Gecina, the Parties have agreed to enter into the present agreement in order to specify the nature of the assistance and services provided by Gecina to NewCo and the conditions thereof (the "**Agreement**"). The Agreement is made within the context of the Contribution and remains subject to the condition precedent of its completion

THIS BEING SET FORTH, THE FOLLOWING HAS BEEN DECIDED AND AGREED:

ARTICLE 1. DEFINITIONS

In the Agreement, the terms listed below shall have the following meanings:

Contract Year	means a period of twelve (12) consecutive months commencing on the first day of each calendar year and ending on the last day of the same calendar year, it being specified, however, that the first Contract Year shall be deemed to have commenced on the Effective Date (as defined below) and to end on December 31, 2020;
Contribution	has the meaning attributed to it in the preamble of the Agreement;
Condition Precedent	has the meaning attributed to it in Article 8 of the Agreement;
Agreement	has the meaning attributed to it in the preamble of the Agreement,
Effective Date	has the meaning attributed to it in Article 8 of the Agreement;
Gecina Group	means Gecina and its subsidiaries, within the meaning of Article L. 233-3 of the French <i>Code de commerce</i> , as of the date of the Agreement,

Confidential Information	has the meaning attributed to it in Article 10 of the Agreement,
Party (Parties)	has the meaning attributed to it in the identification of the Parties;
Services	means the assistance and the provision of services referred to in Article 3 of the Agreement,
Regulation	has the meaning attributed to it in Article 12 of the Agreement;
GDPR	has the meaning attributed to it in Article 12 of the Agreement;
Initial Term	has the meaning attributed to it in Article 8 of the Agreement.

ARTICLE 2. PURPOSE

The purpose of the Agreement is to specify the Services that Gecina undertakes and agrees to provide to NewCo, where applicable by acting on behalf of the latter, and to determine the conditions under which the Services are to be performed

ARTICLE 3. SERVICES

3 1 Gecina undertakes to provide, under the direction and instructions of NewCo, the following Services

1. With regard to technical matters

- Assistance with purchasing policy and technical management of assets.

2. With regard to investment, development, and arbitrage matters

- Assistance to NewCo in the implementation of its investment, development, and arbitrage strategy The Parties may also agree, by separate documents and for each of the development and/or construction operations envisioned by NewCo, on conditions under which Gecina may advise NewCo in the context of project management assistance assignments (excluding, however, a technical project management assistance assignment).
- Assistance in the sourcing, analysis, and execution of operations selected by NewCo.

3. With regard to financial matters

- Assistance in the implementation of the financing strategy
- Financial control and assistance in the production of dashboards
- Bookkeeping and tax reporting in connection with NewCo's operating accounts.
- Assistance in the implementation of NewCo's internal control and risk management policy.

4. With regard to information systems matters

- Maintenance, management, and development of the information systems made available to NewCo.
- Assistance in the implementation of the digital environment deployed by NewCo

5. With regard to complying with the Regulation – sharing of the Data Protection Officer (DPO)

- Assistance in the deployment and adaptation of the plan and of the actions for complying with the Regulation.
- Implementation of compliance analysis and assistance in complying with the Regulation, taking into account legal and operational risks.

6. With regard to human resources matters

- Assistance in the implementation of the human resources strategy, including, in particular, conducting the employee recruitment process, within the framework of the Group's recruitment policy, in cooperation with NewCo, which will communicate its recruitment needs and the job profile sought
- Personnel management.

7. *With regard to legal/insurance matters*

- Legal Department of NewCo.
- Legal advice and management of insurance. It is understood that NewCo undertakes to inform Gecina, within a reasonable period of time, of all of the information necessary for the proper management of the insurance plan.
- Assistance in the management of litigation, disputes, and proceedings

8. *Management of intangible assets*

- Support in the implementation of trademark licensing
- Database management (tenants, suppliers, prospects, etc)

9. *Other services (communications, public affairs, CSR)*

- Assistance in the implementation of NewCo's communications policy
- Assistance in the management of public relations
- Assistance in the implementation of the CSR/innovation policy.

3.2 Other commitments and details:

Gecina also undertakes to provide premises outfitted for office use as well as common areas and all related services, with a surface area necessary and compatible with the performance of NewCo's business and the number of its employees within the property located at 14-16 rue des Capucines and 7-9 rue Volney, 75002 Paris, a property where Gecina is a tenant under a commercial lease entered into on November 30, 2018 effective from January 1, 2019

Lastly, it is specified that the Agreement does not confer to Gecina any power to act in the name of and on behalf of NewCo in the course of providing the Services, and NewCo shall remain the sole contracting party to any contracts and agreements that may be entered into with the assistance of Gecina within this context

ARTICLE 4. OBLIGATIONS OF GECINA

The provision of the Services constitutes a best efforts obligation for Gecina

In this context, Gecina undertakes to exercise all diligence required for the performance of all of the Services for which it is responsible under the Agreement and to do everything in its power so that the Services provided to NewCo are performed in accordance with best practices

ARTICLE 5. LIABILITY

1. Gecina shall in no event be held liable for the misuse or non-use by NewCo of the advice and recommendations it may give to it under the Agreement or the Services that it may render to it under the Agreement.
2. Gecina's liability shall be limited to compensation for direct damages, to the exclusion of any indirect damages. By express agreement between the Parties, any loss of revenue, clients, profits, or expected savings, in particular, shall be considered indirect damages. Direct damages must have been recognized beforehand by a final court decision before justifying a payment by Gecina to NewCo of the relevant compensation.

ARTICLE 6. OBLIGATIONS OF NEWCO

1. NewCo undertakes to promptly provide to Gecina all documents, information and explanations that may be necessary for Gecina to ensure, within the required time limits and under the best possible conditions, proper performance of the Services
2. In general, NewCo undertakes to facilitate circumstances for intervention by Gecina and not to do anything *nor allow anything to be done of such nature as to frustrate them or to make them more difficult or expensive.*

ARTICLE 7. REMUNERATION OF GECINA

1. The Parties agree that the remuneration paid by NewCo to Gecina under the Agreement shall amount to 0.3% of the property portfolio, payable no later than January 31 of that year. Any delay in payment shall bear interest at the legal rate in force. The remuneration is understood to be exclusive of tax and will be increased by the VAT legally in force on the day it is due
2. The annual remuneration will be calculated on January 1 of each year on the basis of the property portfolio as of December 31 of the previous year.
3. The amount of the remuneration may also be revised by mutual agreement between the Parties, no later than January 1 of each year, to reflect the nature of the Services provided and the costs incurred by Gecina for such Services.
4. The Parties also agree that for each block disposal or acquisition transaction, additional remuneration shall be paid by NewCo to Gecina based on the scale below, defined according to the volume of investment/disposal

Volume of investments/ disposal		
min (in k€)	max (in k€)	%
0	50	1.50%
50	100	1.25%
100	200	1.00%
200	500	0.75%
500	1000	0.50%

5. The Parties may also agree, by separate documents and for each of the development and/or construction transactions planned by NewCo, the conditions under which Gecina may advise NewCo in the context of project management assistance assignments (excluding, however, technical project management assistance assignments) in return for an additional progressive remuneration equal to 4.0% (when below €10 million in works budget, excluding tax) and 2.0% (when above) (the works budget including fees, contingencies, and insurance). In particular, this task will include assistance in the appointment of the various advisers and providers

ARTICLE 8. TERM

1. The Agreement is entered into subject to the condition precedent of the completion by Gecina of the Contribution to NewCo (the “**Condition Precedent**”).

2. The Agreement shall take immediate effect on the date when the Condition Precedent is satisfied (the "Effective Date")
3. The Agreement is granted and accepted for a term of five (5) years from its Effective Date (the "Initial Term"). At the end of the Initial Period, and unless terminated by one of the Parties with six (6) months' notice given by notification to the other Party, the present Agreement shall be tacitly renewed for successive periods of three (3) years. During these successive renewal periods, either of the Parties may terminate the present Agreement, by notification, subject to compliance with the six (6) months' notice period.
4. Each of the Parties shall have the right to terminate the Agreement in the event of sufficiently serious failure by the other Party to perform its obligations under the Agreement two (2) months after the sending of a notification of formal notice of default in the performing of these obligations, if the failure to perform has not ended within this deadline.

ARTICLE 9. INTUITU PERSONAE

Given the *intuitu personae* nature of the Agreement, the rights and obligations resulting therefrom shall not be the subject matter of any assignment or transfer by either Party to a third party, in any form whatsoever, except with the prior written consent of the other Party.

ARTICLE 10. CONFIDENTIALITY

1. The Parties are prohibited from disclosing to anyone the information exchanged for the purposes of the performance of the Services ("Confidential Information")
2. Each Party acknowledges that any disclosure of Confidential Information involving the other Party would harm the interests of the other Party and give rise to liability on the part of the first Party
3. Information received from the other Party remains the property of the latter
4. This obligation of confidentiality will continue throughout the term of the Agreement (including renewals, if any) and for a period of five (5) years from the expiration of the term of the Agreement

ARTICLE 11. DECLARATIONS

Each Party declares, each insofar as it is concerned:

1. That nothing in its current situation and, to its knowledge, as of the date of the execution of the Agreement, nothing in its future situation prevents the execution of the Agreement;
2. That it has full capacity and powers to bind itself under the Agreement;
3. That the signatories to the Agreement have, each insofar as they are concerned, full powers to bind the Party that they represent

ARTICLE 12. PERSONAL DATA PROTECTION

Within the scope of the performance of the Agreement, each Party undertakes to comply with the regulations in force applicable to the processing of personal data and, in particular, the provisions of Law No. 78-17 of January 6, 1978, as amended, and EU Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 ("GDPR"), hereinafter referred to together as the "Regulation".

1) Processing of personal data carried out by the Parties as independent controllers within the scope of their contractual relationship

Within the scope of the performance of the Agreement, each Party is informed that information relating to the legal representatives and personnel of one of the Parties collected by the other Party may be subject to

processing, whether automated or not, carried out by each Party in its capacity as data controller. The purpose of the data processing is the management, the monitoring of the contractual relationship, and the performance of the Agreement between the Parties. Data subjects shall be informed of the processing relating to their personal data and of the procedures for exercising their rights by means of informational documents drafted by either Party. As such, the data subjects may exercise their rights regarding their personal data with the data controller within the limits of the Regulation.

2) Processing of personal data carried out by the Parties as joint controllers

Within the scope of the performance of the Agreement, the Parties may jointly determine the purposes and means of processing. The processing operations for which the Parties are joint controllers are identified and detailed in the Appendix.

Each Party shall remain fully responsible as regards the data subjects for the processing operations jointly carried out by the Parties under the terms of the Agreement.

It is agreed between the Parties that Gecina is the preferred contact point for data subjects.

The Parties have decided to adopt the following measures to ensure that data subjects concerned by the processing of their personal data carried out by the Parties as joint controllers benefit from the information provided for in Articles 13 and 14 of the GDPR and can exercise their rights

- The Party that collected the information from the data subject or a third party is responsible for informing the data subject in accordance with Articles 13 and 14 of the GDPR. Such Party is responsible for providing the data subject with the contact details of Gecina, the preferred contact point for data subjects;
- The Party with which the data subject exercises their rights is responsible for responding to them and the other Party undertakes to cooperate to enable such rights to be exercised

3) Processing of personal data carried out by Gecina (as processor) on behalf of NewCo (as controller)

Within the scope of the performance of the Agreement, Gecina may process personal data, as a data processor, on behalf of NewCo, acting as data controller, in accordance with the Appendix to the Agreement.

Gecina is authorized to process, on behalf of NewCo, the personal data necessary to provide the Services in accordance with the Appendix

1. Gecina's obligations as processor

Gecina, as a data processor, undertakes to:

- process personal data only for the purpose(s) of the processing,
- process personal data in accordance with the documented instructions of NewCo, which is responsible for the processing as described in the Appendix. If Gecina considers that an instruction constitutes a violation of the Regulation or of any other provision of the law of the Union or of the law of the Member States it shall immediately so inform NewCo. Furthermore, if Gecina is required to transfer data to a third country or to an international organization, in accordance with the Union or Member State law to which the processor is subject, it must inform NewCo of such legal requirement before processing unless that law prohibits such information on important grounds of public interest,
- guarantee the confidentiality of the personal data processed under the Agreement,
- ensure that persons authorized to process personal data under the Agreement have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and receive the necessary training on the protection of personal data;
- take into account, with regard to its tools, products, applications, or services, the principles of data protection by design and by default,
- take the necessary security measures in accordance with Article 32 of the GDPR

Gecina may use another processor to carry out specific processing activities. In this case, it shall inform NewCo in advance and in writing, within a reasonable period of time, of any change in subsequent processors. It must

clearly indicate the processing activities that are being subcontracted, the location(s) where the data will be processed, and the identity of the subsequent processor. NewCo has fifteen (15) days from the date of receipt of this information to submit its objections. This processing can only be carried out if NewCo has not objected within the agreed period.

It is the responsibility of Gecina, as initial processor, to make sure that the subsequent processor presents sufficient assurances that the appropriate technical and organizational measures have been implemented to ensure that the processing meets the requirements of the Regulation. Gecina shall ensure that the subsequent processor complies, at the minimum, with the obligations of this Article.

If the subsequent processor does not perform its obligations with regard to the protection of personal data, Gecina shall remain fully responsible for the performance by the subsequent processor of its obligations.

To the fullest extent possible, Gecina must assist NewCo in fulfilling its obligation to respond to requests for exercising the data subjects' rights, as provided for in the Regulation, in particular Articles 12 to 22 of the GDPR. It is specified that when a data subject makes a request to exercise their rights, the Parties shall be obliged to follow the written process for managing the rights of data subjects as established within the Group.

Gecina shall respond, in the name of and on behalf of NewCo and within the time limits provided for by the Regulation, to the requests of the data subjects in the event of the exercise of data subjects' rights in connection with the processing provided for by the Agreement.

NewCo authorizes Gecina to transfer personal data outside of the European Union under the condition that Gecina so informs NewCo in advance and that Gecina makes all appropriate assurances among those provided for in Articles 45 to 49 of the GDPR (for example, the execution of standard contractual clauses published by the European Commission) so that the level of protection of natural persons guaranteed by the Regulation is not compromised. Under all circumstances, the Parties shall contact each other to discuss the conditions of such transfer.

Gecina shall notify NewCo, as soon as possible after becoming aware of it, of any breaches of personal data referred to in Articles 33 and/or 34 of the GDPR relating to the processing carried out by Gecina as a processor under the terms of this Agreement, with the specification that the Parties shall follow the written process for managing data breaches as established within the Group. Gecina shall make its best efforts to limit the damaging consequences thereof. Such notification shall be accompanied by any useful and available documentation to enable NewCo, if necessary, to give notice of such breach to the appropriate supervisory authority and, as the case may be, to the data subjects affected by this data breach.

Gecina shall assist NewCo in carrying out data protection impact assessments and prior consultations with the supervisory authority within the framework of the processing operations for which Gecina acts as processor as described in the Appendix.

Gecina shall make available to NewCo the documentation necessary to demonstrate compliance with all of its obligations and to allow audits, including inspections, to be carried out by NewCo or another auditor that it has commissioned, and to assist in such audits.

Upon expiration of the Agreement, the Parties shall meet to determine the future of the personal data and of any copies of such data processed by Gecina on behalf of NewCo. In any case, Gecina may retain the personal data if this proves necessary, in particular to fulfil its legal obligations and to exercise and defend its rights in court.

2. NewCo's obligations as data controller

NewCo, as data controller, undertakes to:

- provide Gecina with the data necessary for the performance of the Services;
- document in writing any instructions concerning the processing of personal data by Gecina;
- ensure, prior to and throughout the processing, that Gecina complies with the obligations set forth in the Regulation; and

- supervise the processing, including, if necessary, carrying out audits and inspections at Gecina.

ARTICLE 13. ELECTION OF DOMICILE

For the purposes of the performance of the Agreement, the Parties elect as domicile their respective registered offices.

ARTICLE 14. APPLICABLE LAW – ATTRIBUTION OF JURISDICTION

The present Agreement shall be governed by and interpreted in accordance with French law.

In the absence of an amicable agreement between the Parties with regard to any dispute relating to the Agreement, jurisdiction is attributed to the Commercial Court of Paris, notwithstanding multiple defendants or third-party proceedings

Done in Paris,

on February 19, 2020,

in two (2) original copies.

GEcina

Represented by Ms. Méka Brunel
Chief Executive Officer

NewCo

Represented by its Chairman, Gecina, itself
represented by its Chief Executive Officer, Ms Méka
Brunel

Appendix – Summary table of the Parties' roles with regard to the processing of personal data and description of the processing operations carried out under the Agreement

Types of processing operations	Nature and purposes of the processing	Categories of personal data processed	Categories of data subjects	Role of GECINA	Role of NewCo
Rental marketing – Commercial	Management of candidates and prospects (offices and retail)	The categories of personal data processed for each purpose are described in the processing records of GECINA and NewCo.	The categories of data subjects are described (by purpose) in the processing records of GECINA and NewCo.	Data Processor	Data Controller
Sales marketing – Commercial	Management of candidates and prospects (offices and retail)			Data Processor	Data Controller
Rental management – Commercial	Rental management (offices and retail)			Data Processor	Data Controller
	Management of catering and cafeteria areas			Data Processor	Data Controller
	Management of supplementary services (including concierge services)			Data Processor	Data Controller
	Parking lot management			Data Processor	Data Controller
	Property accounting management			Data Processor	Data Controller
Rental marketing – Residential	Management of candidates and prospects (Residential)			Data Processor	Data Controller
Sales marketing – Residential	Management of candidates and prospects (Residential)			Data Processor	Data Controller
	Block sales management			Data Processor	Data Controller
Rental management – Traditional Residential	Rental management (Residential)			Data Processor	Data Controller
	Management of operational accounting and collections			Data Processor	Data Controller
	Management of communications to tenants, in particular			Data Processor	Data Controller
Facility management of the Company's other business premises	Management of access to business premises (for example, via badges)			Data Processor	Data Controller
	Hospitality management			Data Processor	Data Controller
	Building security management			Data Processor	Data Controller
	Building video surveillance management			Data Processor	Data Controller
	Management of the provision of equipment and of means of operation, such as common areas and offices			Data Processor	Data Controller

Types of processing operations	Nature and purposes of the processing	Categories of personal data processed	Categories of data subjects	Role of GECINA	Role of NewCo
Facility management of GECINA's head office	Management of GECINA's vehicle fleet			Data Processor	Data Controller
	Management of the provision of IT tools to personnel			Data Processor	Data Controller
Investments and development	Management of investments and arbitrage			Co-Data Controller	Co-Data Controller
Information and communication technologies	Management of the means of communication available to employees			Data Processor	Data Controller
	Management of access rights to IT systems for employees and recurring service providers			Data Processor	Data Controller
	Management of shared workspaces			Data Processor	Data Controller
	Follow-up on the provision of IT equipment			Data Processor	Data Controller
	Help Desk management			Data Processor	Data Controller
	IT security management			Data Processor	Data Controller
	IT project management			Data Processor	Data Controller
Technical Department	Management of suppliers			Data Processor	Data Controller
	Project management			Data Processor	Data Controller
	Works management			Data Processor	Data Controller
	Purchasing and works			Data Processor	Data Controller
	Management control			Data Processor	Data Controller
	Technical management of properties (installations, repairs, etc.)			Data Processor	Data Controller
Human Resources	Recruitment management			Co-Data Controller	Co-Data Controller
	Personnel management			Data Processor	Data Controller
	Payroll management			Data Processor	Data Controller

Types of processing operations	Nature and purposes of the processing	Categories of personal data processed	Categories of data subjects	Role of GECINA	Role of NewCo
	Workplace alert devices			Data Processor	Data Controller
	Management of labor disputes			Data Processor	Data Controller
	Employee expenses, balance sheet, and reporting management			Data Processor	Data Controller
	Electronic voting in workplace elections			Data Processor	Data Controller
	Management of workplace well-being and psychosocial risks			Data Processor	Data Controller
	Working time management			Data Processor	Data Controller
	Management of absent residential building caretakers			Data Processor	Data Controller
	Business travel management			Data Processor	Data Controller
Shareholding and finance	Management of shareholders' registry			Data Processor	Data Controller
	Shareholders' Club			Data Processor	Data Controller
	Shareholder CRM			Data Processor	Data Controller
	Management of general meetings of shareholders			Data Processor	Data Controller
	Insider list			Data Processor	Data Controller
	Financial and accounting management			Data Processor	Data Controller
	Management control			Data Processor	Data Controller
	Treasury			Data Processor	Data Controller
	Management of tax disputes			Data Processor	Data Controller
Audit	The fight against money laundering and the financing of terrorism			Data Processor	Data Controller
	Compliance audit			Data Processor	Data Controller
Legal	Management of general meetings of Gecina Group companies			Data Processor	Data Controller

Types of processing operations	Nature and purposes of the processing	Categories of personal data processed	Categories of data subjects	Role of GECINA	Role of NewCo
	Capital management			Data Processor	Data Controller
	Referral of legal service providers			Data Processor	Data Controller
	EDM archiving management			Data Processor	Data Controller
	Corporate management			Data Processor	Data Controller
	Management of the activities of real estate agents and property managers			Data Processor	Data Controller
	Management of banking signatures			Data Processor	Data Controller
	Pre-litigation and litigation management			Data Processor	Data Controller
	Management of insurance			Data Processor	Data Controller

Appendix 1.5.1

Gecina annual financial statements for the year ended December 31, 2019

GECINA

16, rue des Capucines

75002 PARIS

Financial Statements as of 12/31/2019



Headings	Gross Value	Dep., Amort. Prov.	12/31/2019	12/31/2018
Uncalled subscribed capital				
INTANGIBLE FIXED ASSETS				
Start-up costs				
Development costs				
Concessions, patents and similar rights	10,947,415	6,048,371	4,899,044	4,751,015
Goodwill				
Other intangible fixed assets				
Advances, down payments on intangible assets				
TANGIBLE FIXED ASSETS				
Land	1,955,452,525	8,638,150	1,946,814,375	2,050,746,714
Buildings	1,541,023,996	584,778,170	956,245,827	1,093,362,319
Technical installations, equipment, tools				
Other tangible fixed assets	230,695,680	5,195,156	225,500,524	258,495,555
Fixed assets in progress	44,248,443	8,158,600	36,089,843	38,428,306
Advances and deposits				
FINANCIAL FIXED ASSETS				
Equity interests				
Other equity investments	5,019,699,333	92,522,613	4,927,176,720	4,689,398,655
Receivables related to equity investments	3,658,618,821	3,907,591	3,654,711,230	4,134,159,460
Other financial investments	1,261,124,004	753,031	1,260,370,973	1,153,709,776
Loans	178,985,869	177,563,870	1,421,999	1,304,627
Other financial investments	174,522,974	65,191,678	109,331,296	109,354,786
FIXED ASSETS	14,075,319,059	952,757,229	13,122,561,829	13,533,711,212
INVENTORIES AND IN-PROGRESS				
Raw materials, supplies				
Goods in progress				
Services in progress				
Intermediate and finished products				
Merchandise				
Advances and deposits paid on orders	865,066		865,066	1,633,946
RECEIVABLES				
Trade receivables and related accounts	12,758,804	8,034,185	4,724,619	4,943,730
Other receivables	144,714,384	27,452,655	117,261,729	282,782,118
Subscribed and called capital, not paid up				
MISCELLANEOUS				
Investment securities	16,976,835		16,976,835	762
(Of which treasury shares:)				
Cash on hand	30,435,775		30,435,775	11,162,692
ACCRUALS				
Prepaid expenses	29,562,378		29,562,378	28,831,332
CURRENT ASSETS	235,313,242	35,486,840	199,826,402	329,354,581
Deferred loan issue costs				
Bond redemption premiums	45,241,541		45,241,541	45,323,773
Gain on asset conversion	139,870		139,870	167,880
GRAND TOTAL	14,356,013,712	988,244,069	13,367,769,643	13,908,557,445

Headings	12/31/2019	12/31/2018
Share capital or individual capital (of which paid up)	573,076,950	572,000,625
Issue, merger and contribution premiums	3,290,115,216	3,281,528,086
Revaluation difference (of which equivalence difference:)	371,854,609	378,083,590
Legal reserve	57,307,695	57,200,063
Statutory or contractual reserves		
Regulated reserves (incl res. prov. share price fluctuation))	24,220,468	24,220,468
Other reserves (of which purchase of artists' original works)	737,551,325	731,748,944
Retained earnings	146,209,436	83,315,176
PROFIT OR LOSS FOR THE PERIOD	619,596,175	467,993,702
Investment subsidies	917,200	1,116,667
Regulated provisions		
Share capital	5,820,849,074	5,597,207,321
Proceeds from issues of equity instruments		
Conditional advances		
OTHER SHAREHOLDERS' EQUITY		
Provisions for liabilities	11,457,989	10,614,491
Provisions for expenses	20,505,922	19,297,771
PROVISIONS	31,963,911	29,912,262
FINANCIAL DEBT		
Convertible bonds		
Other bonds	5,576,407,226	5,987,709,804
Borrowings and debts at credit institutions	4,310,564	34,199,910
Miscellaneous borrowings and other financial liabilities (including equity loans))	1,809,707,267	2,131,304,453
Advances and deposits received on orders in progress	18,605,491	14,911,664
OPERATING DEBT		
Trade payables and related accounts	28,121,765	25,148,582
Tax and social security liabilities	34,173,603	36,693,482
MISCELLANEOUS DEBT		
Debts on fixed assets and related accounts	38,151,152	46,178,553
Other payables	4,224,193	4,844,928
ACCRUALS		
Prepaid income	1,255,396	446,487
DEBT	7,514,956,657	8,281,437,863
Loss on translation		
GRAND TOTAL	13,367,769,643	13,908,557,445

Headings	France	Exports	12/31/2019	12/31/2018
Goods sold				
Production sold - goods				
Production sold - services	236,869,496		236,869,496	250,792,086
NET REVENUE	236,869,496		236,869,496	250,792,086
Stored production				
Capitalized production				
Operating subsidies				
Write-backs on impairment, provisions (and dep & amort), transferred expenses			47,261,714	54,284,225
Other income			57,660,261	50,255,666
OPERATING INCOME			341,791,471	355,331,977
Goods purchased (incl customs duties)				
Changes in inventory (merchandise)				
Purchase of raw materials and other supplies (and customs duties)			9,344,634	10,279,879
Change in inventory (raw materials and supplies)				
Other external purchases and expenses			98,559,972	100,670,100
Taxes and similar			48,964,383	32,309,793
Wages & salaries			32,031,082	32,165,233
Social security charges			19,606,908	14,116,363
OPERATING CHARGES				
On fixed assets : amortization charge			59,764,219	61,177,073
On fixed assets : depreciation charge				
On current assets : depreciation charge			1,091,345	1,202,895
Provisions			1,806,344	1,996,603
Other expenses			2,860,915	1,491,889
OPERATING EXPENSES			274,029,801	255,409,829
OPERATING INCOME			67,761,670	99,922,149
JOINT VENTURES				
Profit allocated or loss transferred				
Loss incurred or profit transferred				
FINANCIAL INCOME				
Income from equity investments			64,573,881	41,222,053
Income from other securities and receivables from fixed assets			310,155,126	217,372,678
Interest and related income			65,629,339	64,641,649
Write-backs on impairment and provisions, transferred expenses			4,222,688	10,260,283
Gain on currency translation				
Net proceeds from disposal of marketable securities				
FINANCIAL INCOME			444,581,034	333,496,662
Financial amortization, impairment and provisions charges			9,630,610	11,945,497
Interest and related expenses			134,522,090	130,023,816
Loss on currency translation			44,012	
Net expenses on disposal of marketable securities				
FINANCIAL EXPENSES			144,196,712	141,969,313
FINANCIAL PROFIT/LOSS			300,384,322	191,527,349
NET INCOME BEFORE TAXES			368,145,992	291,449,498

Headings	12/31/2019	12/31/2018
Non-recurring income from management operations		
Non-recurring income from capital operations	540,134,446	299,621,605
Write-backs on impairment and provisions, transferred expenses	14,005,310	1,649,410
NON-RECURRING INCOME	554,139,756	301,271,015
Non-recurring expenses on management operations		
Non-recurring expenses on capital operations	299,315,587	121,255,332
Non-recurring depreciation and amortization, impairments and provisions	188,140	2,885,680
NON-RECURRING EXPENSES	299,503,727	124,141,012
PROFIT/LOSS FROM NON-RECURRING ACTIVITIES	254,636,029	177,130,003
Employee profit-sharing	3,227,365	762,986
Income tax	-41,520	-177,187
TOTAL INCOME	1,340,512,261	990,099,654
TOTAL EXPENSES	720,916,086	522,105,952
PROFIT OR LOSS	619,596,175	467,993,702

Détail des comptes

Detail des comptes - Actif

GEC - GECINA
16 r. des Capucines
75002 PARIS

Edité le
Par

07/02/2020
Renand Fabrice

Compte	Libellé	31/12/2019	31/12/2018	Ecart
IMMOBILISATIONS INCORPORELLES				
CONCESSIONS, BREVETS, AUT DROITS				
205010	PROGICIEL CASSIOPAE	2 633 832,95	2 626 424,25	7 408,70
205100	AUTRES PROGICIELS	2 084 378,03	1 970 529,22	113 848,81
205110	AUTRES APPLICATIONS	432,80	432,80	
205120	LOGICIELS MICRO	97 973,23	96 473,23	1 500,00
205135	LOGICIELS RESEAUX	4 854,39	4 854,39	
205136	INGENIERIE	5 845 434,70	3 815 990,89	2 029 443,81
205150	INTERNET	280 508,81	280 508,81	
Total 2050/AF - IMMOBILISATIONS INCORPORELLES		10 947 414,91	8 795 213,59	2 152 201,32
280501	AMORT PROGICIEL CASSIOPAE	-1 205 931,54	-876 935,99	-328 995,55
280510	AMORT AUTRES PROGICIELS	-1 369 482,56	-822 574,53	-546 908,03
280511	AMORT AUTRES APPLICATIONS	-432,80	-432,80	
280512	AMORT LOGICIELS MICRO	-96 117,86	-95 791,43	-326,43
280515	AMORT LOGICIELS RESEAUX	-4 854,39	-4 854,39	
280516	AMORT INGENIERIE	-258 842,88	-235 525,11	-23 317,77
280517	AMORT INTERNET	-3 112 708,47	-2 008 084,71	-1 104 623,76
Total 2050/AG - IMMOBILISATIONS INCORPORELLES		-6 048 370,50	-4 044 198,96	-2 004 171,54
TOTAL CONCESSIONS, BREVETS, AUT DROITS		4 899 044,41	4 751 014,63	148 029,78
TOTAL IMMOBILISATIONS INCORPORELLES		4 899 044,41	4 751 014,63	148 029,78

Compte	Libellé	31/12/2019	31/12/2018	Ecart
IMMOBILISATIONS CORPORELLES				
TERRAINS				
211110	TERRAINS NON CONSTRUITS	54 393,20	54 393,20	
211540	TERRAINS DES LOGEMENTS	716 919 539,85	728 760 109,98	-11 840 570,13
211550	TERRAINS BUREAUX COMMERCE	1 238 478 591,49	1 339 309 381,08	-100 830 789,59
Total 2050/AN - Terrains, brut		1 955 452 524,54	2 068 123 884,26	-112 671 359,72
291150	PROV. DEPR. TERRAIN	-8 638 150,00	-17 377 170,00	8 739 020,00
Total 2050/AO - IMMOBILISATIONS CORPORELLES		-8 638 150,00	-17 377 170,00	8 739 020,00
TOTAL TERRAINS		1 946 814 374,54	2 050 746 714,26	-103 932 339,72
CONSTRUCTIONS				
213000	IMMOBILISATIONS SUR VENTES	1 158 712,99	1 107 066,94	51 646,05
213101	GROS OEUVRE	691 343 568,38	749 119 424,58	-57 775 856,20
213202	CHARPENTE/COUVERTURE	110 360 240,67	121 130 601,66	-10 770 360,99
213203	REMPLACEMENT DE FAÇADE	23 802 288,60	44 790 641,15	-20 988 352,55
213204	RAVALEMENTS ET ENDUITS	37 676 728,78	38 301 307,15	-624 578,37
213205	MENUISERIES EXTÉRIEURES	60 699 172,76	62 552 971,32	-1 853 798,56
213206	VRD/ASSAINISSEMENT/AUTRES ELEMENTS	16 266 303,93	19 037 950,80	-2 771 646,87
213307	ASCENSEURS	129 137 250,86	139 607 267,24	-10 470 016,38
213308	CHAUFFAGE-VENTILATION-CLIMATISATION	68 021 492,55	89 525 316,76	-21 503 824,21
213309	PLOMBERIE COLONNES	27 550 575,45	30 577 604,93	-3 027 029,48
213310	ELECTRICITE CABLAGE	64 072 235,83	73 583 756,29	-9 511 520,46
213311	AUTRES EQUIPEMENTS	18 476 957,20	19 869 730,78	-1 392 773,58
213412	AGENCEMENTS,CLOISONS,FAUX PLAFONDS	88 519 158,53	100 486 412,02	-11 967 253,49
213413	REVÊTEMENTS,FINITIONS PARTIES COMMU	43 709 550,00	50 719 205,77	-7 009 655,77
213514	PART PRIV EQUIPEMENTS TECHNIQUES	53 543 884,19	56 492 875,04	-2 948 990,85
213515	PART PRIV AGENCEMENTS FINITIONS	81 312 132,32	74 405 079,31	6 907 053,01
214101	GROS OEUVRE	12 722 780,68	12 722 780,68	
214202	CHARPENTE COUVERTURE	6 989 801,33	6 989 801,33	
214307	ASCENSEURS	4 076 181,81	4 076 181,81	
214412	AGENCEMENTS,CLOISONS,FAUX PLAFONDS	1 579 700,89	1 626 880,42	-47 179,53
214413	REVÊTEMENTS,FINITIONS PARTIES COMMU	5 278,55	5 278,55	
Total 2050/AP - IMMOBILISATIONS CORPORELLES		1 541 023 996,30	1 696 728 134,53	-155 704 138,23
281301	AMORT GROS OEUVRE	-136 296 033,58	-135 081 562,15	-1 214 471,43
281302	AMORT CHARPENTE COUVERTURE	-53 708 242,76	-56 203 917,49	2 495 674,73
281303	AMORT REMPLACEMENT DE FAÇADE	-7 257 594,55	-10 821 139,28	3 563 544,73
281304	AMORT RAVALEMENT ET ENDUITS	-10 179 560,01	-10 266 598,43	87 038,42
281305	AMORT MENUISERIES EXTERIEURS	-18 833 462,53	-17 591 882,12	-1 241 580,41
281306	AMORT VRD ASSAINISSEMENT	-5 250 331,70	-5 427 469,55	177 137,85
281307	AMORT ASCENSEURS	-99 662 323,84	-104 002 683,36	4 340 359,52
281308	AMORT CHAUFFAGE VENTILATION CLIM	-31 017 356,53	-34 579 363,69	3 562 007,16
281309	AMORT PLOMBERIE COLONNES	-13 505 771,40	-13 237 513,18	-268 258,22
281310	AMORT ELECTRICITE CABLAGE	-30 878 110,25	-31 492 080,75	613 970,50
281311	AMORT AUTRES EQUIPEMENTS	-8 282 021,75	-8 005 647,12	-276 374,63
281312	AMORT AGENCEMENTS CLOISONS	-71 530 252,43	-75 744 197,40	4 213 944,97

Compte	Libellé	31/12/2019	31/12/2018	Ecart
281313	AMORT REVETEMENTS FINITIONS PC	-29 534 960,98	-33 000 743,97	3 465 782,99
281314	AMORT EQUIPEMENTS TECHNIQUES	-15 645 681,32	-14 580 233,19	-1 065 448,13
281315	AMORT AGENCEMENTS FINITIONS	-39 837 537,77	-35 300 577,17	-4 536 960,60
281401	AMORT GROS OEUVRE	-3 604 787,78	-3 392 741,44	-212 046,34
281402	AMORT CHARPENTE/COUVERTURE	-4 097 469,71	-3 856 442,08	-241 027,63
281407	AMORT ASCENSEURS	-4 071 691,44	-4 071 242,40	-449,04
281412	AMORT AGCMTS CLOISONS FAUX PLAFONDS	-1 579 700,89	-1 626 880,42	47 179,53
281413	AMORT REVETEMENTS FINITIONS PC	-5 278,55	-4 750,74	-527,81
291310	PROV. DEPR. CONSTRUCTION		-5 078 150,00	5 078 150,00
Total 2050/AQ - IMMOBILISATIONS CORPORELLES		-584 778 169,77	-603 365 815,93	18 587 646,16
TOTAL CONSTRUCTIONS		956 245 826,53	1 093 362 318,60	-137 116 492,07
AUTRES IMMOBILISAT. CORPORELLES				
215300	MOBILIER MATERIEL RESTAURANT	105 057,11	105 057,11	
215400	MATERIEL INDUSTRIEL	135 116,74	174 151,23	-39 034,49
218110	AGENCEMENTS AMENAGEMENTS SIEGE	3 998 936,41	2 597 090,93	1 401 845,48
218120	IMMOBILISATIONS NON AMORTISSABLES	596 905,18	427 023,20	169 881,98
218300	MATERIEL DE BUREAU SIEGE	170 151,33	148 409,35	21 741,98
218310	MATERIEL INFORMATIQUE COURANT	2 282 331,26	2 176 205,42	106 125,84
218311	MOB ET MAT BUREAU IMMEUBLES	6 029,51	6 057,46	-27,95
218315	MATERIEL INFORMATIQUE RESEAU	3 667 242,19	2 134 227,45	1 533 014,74
218390	AUTRES MATERIELS	119 586,03	119 586,03	
218400	MOBILIER SIEGE	2 175 599,57	1 632 062,44	543 537,13
218410	MOBILIER IMMEUBLES	75 237,03	97 600,99	-22 363,96
218610	MOBILIER APPART TEMOINS	130 145,32	130 145,32	
218710	MALI FUSION TERRAINS	217 233 342,07	251 344 605,84	-34 111 263,77
Total 2050/AT - IMMOBILISATIONS CORPORELLES		230 695 679,75	261 092 222,77	-30 396 543,02
281530	AMORT MOBILIER MATERIEL RIE	-86 801,58	-75 056,31	-11 745,27
281540	AMORT MATERIEL ET OUTILLAGE	-135 116,74	-174 151,23	39 034,49
281811	AMORT AGENCTS AMENAGTS SIEGE	-1 314 593,11	-709 415,16	-605 177,95
281830	AMORT MATERIEL DE BUREAU SIEGE	-135 546,27	-109 541,54	-26 004,73
281831	AMORT MAT INFORMATIQ. COURANT	-1 155 827,56	-435 974,87	-719 852,69
281835	AMORT AUTRES MATERIELS	-119 586,03	-119 586,03	
281837	AMORT MATERIEL INFO RESEAU	-1 640 236,84	-738 391,87	-901 844,97
281840	AMORT MOBILIER SIEGE	-522 002,94	-143 092,48	-378 910,46
281841	AMORT MOBILIER IMMEUBLES	-31 604,81	-50 632,11	19 027,30
281860	AMORT MOB APPT TEMOINS	-53 840,37	-40 825,84	-13 014,53
Total 2050/AU - IMMOBILISATIONS CORPORELLES		-5 195 156,25	-2 596 667,44	-2 598 488,81
TOTAL AUTRES IMMOBILISAT. CORPORELLES		225 500 523,50	258 495 555,33	-32 995 031,83
IMMOBILISATIONS EN COURS				
231000	ACQUISITION ET RESTRUCT D IMMEUBLE	11 423 974,40	1 601 868,66	9 822 105,74
231002	ACQ TERRAIN=FRAIS+DROITS+HONORAIRES	500,00	500,00	
231010	FRAIS PERMETTANT CONSTRUCTION	2 399 817,09	480 364,63	1 919 452,46
231011	DEMOLITIONS-CURAGE-DESAMANTAGE	972 681,83	2 357 520,78	-1 384 838,95
231012	BRANCHEMENTS-VRD-ESPACES VERTS	38 205,57	40 875,56	-2 669,99

Compte	Libellé	31/12/2019	31/12/2018	Ecart
231013	TRAVAUX DE BATIMENT	857 912,30	21 220,88	836 691,42
231014	HONORAIRES TECHNIQUES CONSTRUCT*	4 825 645,39	7 855 107,72	-3 029 462,33
231015	FRAIS DIVERS NON TECHNIQUES	187 965,55	514 522,14	-326 556,59
231016	REDEVANCES ET TAXES / CONSTRUCT	18 496,00	94 148,56	-75 652,56
231017	TRAVAUX IMMO SUITE SINISTRE	42 020,36	62 021,50	-20 001,14
231101	GROS OEUVRE	7 603 177,76	3 379 289,65	4 223 888,11
231202	CHARPENTE COUVERTURE	1 088 677,55	1 362 071,67	-273 394,12
231203	REMPLACEMENT DE FAÇADE	15 010,04	1 736,64	13 273,40
231204	RAVALEMENT ET ENDUITS	1 506 481,96	2 333 767,33	-827 285,37
231205	MENUISERIES EXTÉRIEURES	736 410,38	1 316 540,53	-580 130,15
231206	VRD ASSAINISSEMENT AUTRES ÉLÉMENT	221 065,34	348 529,47	-127 464,13
231307	ASCENSEURS	1 791 854,23	1 459 183,99	332 670,24
231308	CHAUFFAGE VENTILATION CLIMATISATION	1 622 291,26	1 032 314,11	589 977,15
231309	PLOMBERIE COLONNES	377 625,60	354 754,79	22 870,81
231310	ÉLECTRICITÉ CABLAGE	1 643 276,44	2 889 054,91	-1 245 778,47
231311	AUTRES ÉQUIPEMENTS (HONORAIRES...)	555 653,80	223 450,83	332 202,97
231412	AGENCEMENTS, CLOISONS, FAUX PLAFOND	522 612,69	1 246 546,78	-723 934,09
231413	REVÊTEMENTS, FINITIONS PARTIES COMM	646 863,16	1 365 978,73	-719 115,57
231501	PROGICIEL CASSIOPAE		14 053,92	-14 053,92
231510	AUTRES PROGICIELS	19 980,00	159 238,83	-139 258,83
231512	LOGICIELS MICRO		4 380,19	-4 380,19
231514	ÉQUIPEMENTS TECHNIQUES	1 203 126,74	1 066 795,13	136 331,61
231515	AGENCEMENTS FINITIONS	2 710 947,46	4 685 033,28	-1 974 085,82
231536	INGIENERIE INFO	1 067 765,04	541 217,44	526 547,60
231550	INTERNET		5 869,20	-5 869,20
231810	AGENCEMENTS AMENAGEMENTS SIEGE	80 219,28	1 265 457,17	-1 185 237,89
231815	MATERIEL INFORMATIQUE	49 825,72	63 885,02	-14 059,30
231835	MATERIEL INFO COURANT	18 360,00	272 377,77	-254 017,77
231841	MOBILIER IMMEUBLE EN COURS		8 628,00	-8 628,00
Total 2050/AV - Immobilisations en cours, brut		44 248 442,94	38 428 305,81	5 820 137,13
293120	PROV. DEPR. IMPOS EN COURS	-8 158 600,14		-8 158 600,14
Total 2050/AW - IMMOBILISATIONS CORPORELLES		-8 158 600,14		-8 158 600,14
TOTAL IMMOBILISATIONS EN COURS		36 089 842,80	38 428 305,81	-2 338 463,01
TOTAL IMMOBILISATIONS CORPORELLES		3 164 650 567,37	3 441 032 894,00	-276 382 326,63

Compte	Libellé	31/12/2019	31/12/2018	Ecart
IMMOBILISATIONS FINANCIERES				
TITRES DE PARTICIPATIONS				
261001	TITRES DE PARTICIPATION : ACTIONS	3 673 114 728,15	3 698 035 990,15	-24 921 262,00
261801	TITRES DE PARTICIPATION : AUTRES	1 346 584 604,81	1 087 903 270,65	258 681 334,16
Total 2050/CU - IMMOBILISATIONS FINANCIERES		5 019 699 332,96	4 785 939 260,80	233 760 072,16
296100	PROV. DEPR. TITRES PARTICIP*	-92 522 612,78	-96 540 606,25	4 017 993,47
Total 2050/CV - Autres participations, amortissements et provisions		-92 522 612,78	-96 540 606,25	4 017 993,47
TOTAL TITRES DE PARTICIPATIONS		4 927 176 720,18	4 689 398 654,55	237 778 065,63
CREANCES SUR PARTICIPATIONS				
267000	AVANCES LONG TERME	3 091 251 000,00	3 390 141 000,36	-298 890 000,36
267010	PRETS INTRAGROUPE OBLIG	475 000 000,00	675 600 000,00	-200 600 000,00
267020	AVANCES NON REMUNEREES	27 537 592,20	29 937 592,20	-2 400 000,00
267700	AUTRES CREANCES RATTACHEES	57 279 711,37	41 222 052,51	16 057 658,86
267840	ICNE INTRAGROUPE OBLIGATAIRE	7 550 517,09		7 550 517,09
Total 2050/BB - Créances rattachées à des participations, brut		3 658 618 820,66	4 136 900 645,07	-478 281 824,41
296700	PROV. DEPR. CREANCES RATTACHEES PAR	-3 907 591,00	-2 741 185,00	-1 166 406,00
Total 2050/BC - Créances rattachées à des participations, amortissements et		-3 907 591,00	-2 741 185,00	-1 166 406,00
TOTAL CREANCES SUR PARTICIPATIONS		3 654 711 229,66	4 134 159 460,07	-479 448 230,41
AUTRES TITRES IMMOBILISES				
272210	OSRA EUROSIC 2015	429 996 737,76	429 996 737,76	
272211	OSRA EUROSIC 2016	459 844 554,08	459 844 554,08	
273100	TITRES IMMO DE L'ACT DE PORTEFEUILL	22 635 863,00	22 635 863,00	
277200	ACTIONS PROPRES ATTRIBUTION SALARIE	348 646 849,17	241 232 620,72	107 414 228,45
Total 2050/BD - IMMOBILISATIONS FINANCIERES		1 261 124 004,01	1 153 709 775,56	107 414 228,45
297300	PROV. DEPR. TITRES IMMOBILISES	-753 031,00		-753 031,00
Total 2050/BE - Autres titres immobilisés, amortissements et provisions		-753 031,00		-753 031,00
TOTAL AUTRES TITRES IMMOBILISES		1 260 370 973,01	1 153 709 775,56	106 661 197,45
PRETS				
274100	PRET PARTICIPATIF SIF ESPAGNE	177 563 869,63	177 563 869,63	
274300	PRETS AU PERSONNEL	16 800,00	23 213,00	-6 413,00
274810	PRÊT EFFORT CONST UNIPPEC SOLENDI	71 737,94	71 737,94	
274822	PRÊT EFFORT CONST ASTRIA	1 195 231,00	1 071 446,00	123 785,00
274823	PRÊT EFFORT CONST SOLENDI (EX-FOURM	28 102,66	28 102,66	
274824	PRÊT EFFORT CONST SOLENDI	110 127,43	110 127,43	
Total 2050/BF - IMMOBILISATIONS FINANCIERES		178 985 868,66	178 868 496,66	117 372,00
297400	PROV. DEPR. PRETS	-177 563 870,00	-177 563 870,00	
Total 2050/BG - Prêts, amortissements et provisions		-177 563 870,00	-177 563 870,00	
TOTAL PRETS		1 421 998,66	1 304 626,66	117 372,00
AUTRES IMMOBILISAT. FINANCIERES				
275200	DEPOTS VERSES	38 125,05	39 345,25	-1 220,20
275300	FONDS DE ROULEMENT SIACI ASSURANCES	14 001,09	18 475,88	-4 474,79

Compte	Libellé	31/12/2019	31/12/2018	Ecart
275310	FONDS DE ROULEMENT DAUCHEZ	8 361,32	8 361,32	
275320	FONDS DE ROULEMENT EGETIM	15 678,49	15 678,49	
275350	FONDS DE ROULEMENT GESTION EXTERIEU	15 617,89	15 617,89	
275360	FONDS DE ROULEMENT SYNDICS IMMEUBLE	277 655,64	292 297,38	-14 641,74
275500	CAUTIONNEMENT DIVERS	132 160,01	135 313,52	-3 153,51
275510	CAUTIONNEMENT EDF	4 915,85	4 915,85	
275520	CAUTIONNEMENT GDF	473,63	473,63	
275530	CAUTIONNEMENT CPCU	15 115,43	15 115,43	
275550	CAUTIONNEMENT TELEPHONE	503,08	503,08	
275560	CAUTIONNEMENT CLIMESPACE	19 239,07	19 239,07	
276100	CREANCES DIVERSES IMMOBILISEES	59 216 176,02	59 216 176,02	
276820	INTERETS COURUS SUR TITRES ne + uti		11 689 362,81	-11 689 362,81
276830	INT COURUS / TITRES new	11 689 362,81		11 689 362,81
276880	INT COURUS / CREANCES DIVERSES IMMO	6 302 502,54	6 302 502,54	
278100	MALI FUSION TITRES	96 773 086,00	96 773 086,00	
Total 2050/BH - IMMOBILISATIONS FINANCIERES		174 522 973,92	174 546 464,16	-23 490,24
297500	PROV. DEPR. CAUTIONNEMENTS VERSES	-153 000,00	-153 000,00	
297600	PROV. DEPR. AUTRES CREANCES IMMOBIL	-65 038 678,00	-65 038 678,00	
Total 2050/BI - Autres immobilisations financières, amortissements et provis		-65 191 678,00	-65 191 678,00	
TOTAL AUTRES IMMOBILISAT. FINANCIERES		109 331 295,92	109 354 786,16	-23 490,24
TOTAL IMMOBILISATIONS FINANCIERES		9 953 012 217,43	10 087 927 303,00	-134 915 085,57

Compte	Libellé	31/12/2019	31/12/2018	Ecart
AVANCES ET ACOMPTES /COMMANDES				
AVANCES ET ACOMPTES FOURNISSEURS				
409090	FOURNISSEURS DEB DECOMPENSATION	633 218,69	1 292 623,35	-659 404,66
409100	FOURNISSEURS ACOMPTES	228 948,38	341 322,80	-112 374,42
409420	FOURNISSEURS ACOMPTES GESPROJET	2 899,34		2 899,34
Total 2050/BV - Avances et acomptes sur commandes, brut		865 066,41	1 633 946,15	-768 879,74
TOTAL AVANCES ET ACOMPTES FOURNISSEURS		865 066,41	1 633 946,15	-768 879,74
TOTAL AVANCES ET ACOMPTES /COMMANDES		865 066,41	1 633 946,15	-768 879,74

Compte	Libellé	31/12/2019	31/12/2018	Ecart
CLIENTS ET DIVERS				
CLIENTS ET COMPTES RATTACHES				
410090	LOCATAIRES DEB DECOMPENSATION	13 606 310,14	11 199 784,45	2 406 525,69
410100	LOCATAIRES HORS CASSIOPAE	41 745,32	81 018,55	-39 273,23
410200	LOCATAIRES GERANCE EXTERIEURES	510 507,38	182 632,58	327 874,80
410209	LOCATAIRES DOUTEUX RECLASSEMENT	-8 677 075,79	-8 193 821,44	-483 254,35
410401	LOC REG LTS NON AFFECTES SIMCO	-220 855,84	-220 855,84	
410402	LOCATAIRES CASSIOPAE ENI	-215 407,25	-49 648,64	-165 758,61
410403	REGLEMENTS GENDARMES COMPENSAT*	-473,69	-473,69	
411000	LOCATAIRES CASSIOPAE	-2 312 746,03	64 981,48	-2 377 727,51
412000	CLIENTS GROUPE	-26 087,02		-26 087,02
416000	LOCATAIRES DOUTEUX	8 677 075,79	8 193 821,44	483 254,35
471100	COMPTE D'ATTENTE TAXES LOCALES	17 296,26	15 648,26	1 648,00
Total 2050/BX - CLIENTS ET DIVERS		11 400 289,27	11 273 087,15	127 202,12
TOTAL CLIENTS ET COMPTES RATTACHES		11 400 289,27	11 273 087,15	127 202,12
CLIENTS-PRODUITS NON FACTURES				
418090	APURT CHGES CREDITEURS DECOMPENSATI	3 615 442,62	3 711 879,39	-96 436,77
418100	LOCATAIRES FACTURES A ETABLIR	-113 350,59	120 601,00	-233 951,59
418300	LOCATAIRES APURTS CHARGES RECUPERAB	-1 761 136,77	-1 993 014,75	231 877,98
418301	APURT CHGES IMM VENDUS	-213 111,27	-213 111,27	
418308	LOCATAIRES APURTS CHARGES REFACTURA	-169 329,43	-186 697,50	17 368,07
Total 2050/BX - CLIENTS ET DIVERS		1 358 514,56	1 439 656,87	-81 142,31
TOTAL CLIENTS-PRODUITS NON FACTURES		1 358 514,56	1 439 656,87	-81 142,31
DEPRECIATIONS CLIENTS				
491100	PROVISION LOCATAIRES DOUTEUX	-8 034 185,02	-7 769 013,75	-265 171,27
Total 2050/BY - Clients et comptes rattachés, amortissements et provisions		-8 034 185,02	-7 769 013,75	-265 171,27
TOTAL DEPRECIATIONS CLIENTS		-8 034 185,02	-7 769 013,75	-265 171,27
TOTAL CLIENTS ET DIVERS		4 724 618,81	4 943 730,27	-219 111,46

Compte	Libellé	31/12/2019	31/12/2018	Ecart
AUTRES CREANCES				
FOURNISSEURS DEBITEURS				
401200	FOURNISSEURS DIVERS		1 071,38	-1 071,38
Total 2050/BZ - AUTRES CREANCES			1 071,38	-1 071,38
TOTAL FOURNISSEURS DEBITEURS			1 071,38	-1 071,38
PERSONNEL				
421000	REMUNERATIONS DUES	1 831,67	2 729,70	-898,03
422000	COMITE D'ENTREPRISE	153 557,74	208 899,41	-55 341,67
425100	PERSONNEL AVANCES	7 266,23	7 566,65	-300,42
Total 2050/BZ - AUTRES CREANCES		162 655,64	219 195,76	-56 540,12
TOTAL PERSONNEL		162 655,64	219 195,76	-56 540,12
SECURITE SOC. ET ORG SOCX				
431125	IJSS MALADIE	62 777,17	69 931,97	-7 154,80
438710	PRODUITS A RECEVOIR ORGANISMES SOCI	130 344,44	83 707,04	46 637,40
Total 2050/BZ - AUTRES CREANCES		193 121,61	153 639,01	39 482,60
TOTAL SECURITE SOC. ET ORG SOCX		193 121,61	153 639,01	39 482,60
ETAT ET COLLECTIVITES				
444000	ETAT IMPOT SUR LES SOCIETES	6 238 791,25	6 238 791,25	
444100	ETAT REDUCTION IMPOT	457 822,00	620 155,62	-162 333,62
444200	CONSIGNATIONS CONTROLES FISCAUX	189 809,00	199 956,00	-10 147,00
445200	TVA DUE COMMUNAUTAIRE		4 100,00	-4 100,00
445620	TVA DEDUCT SUR IMMOBILISATIONS	425 630,38	95 076,80	330 553,58
445621	TVA DEDUCT SUR IMMOBILISATIONS GESP	2 614,40		2 614,40
445660	TVA DEDUCTIBLE SUR ABS	614 134,40	439 231,39	174 903,01
445661	TVA DEDUCTIBLE SUR ABS CREDIT BAIL		3,20	-3,20
445663	TVA SUR MODFIS DE DEPENSES CASSIOPA	1 507,60		1 507,60
445720	TVA COLLECTEE 20% CASSIOPAE	1 208 721,02	479 125,72	729 595,30
445860	TVA SUR FACTURES NON PARVENUES	20 000,00		20 000,00
445861	TVA SUR FACTURES NON PARVENUES	3 437 216,96	3 649 919,62	-212 702,66
445862	TVA SUR FNP GESPROJET	3 651,20		3 651,20
445871	TVA SUR FACTURES A ETABLIR	45 578,39		45 578,39
447113	CONTRIBUTION SUR LES REVENUS LOCATI		4 427,76	-4 427,76
448700	ETAT PRODUITS A RECEVOIR	118 922,00	1 671 295,00	-1 552 373,00
Total 2050/BZ - AUTRES CREANCES		12 764 398,60	13 402 082,36	-637 683,76
TOTAL ETAT ET COLLECTIVITES		12 764 398,60	13 402 082,36	-637 683,76
GROUPE ET ASSOCIES				
451135	BAMI	20 140 000,00	20 140 000,00	
451200	ENCAISSEMENTS INTERCO	2 820 408,80	71 653 019,44	-68 832 610,64
452000	C/C CASH POOL	8 229 077,36		8 229 077,36
455900	C/C DEBITEURS DECOMPENSATION	98 035 634,05	125 053 094,17	-27 017 460,12
456100	ACTIONNAIRES OPER CAPITAL	220,20	221,00	-0,80
Total 2050/BZ - AUTRES CREANCES		129 225 340,41	216 846 334,61	-87 620 994,20

Compte	Libellé	31/12/2019	31/12/2018	Ecart
TOTAL GROUPE ET ASSOCIES		129 225 340,41	216 846 334,61	-87 620 994,20
DEBITEURS DIVERS				
462200	ACOMPTES SUR CESSIONS		2 792 801,20	-2 792 801,20
467065	GIE REGISTRAR C/C	267 223,52	267 223,52	
467111	COMPTES ACQUIREURS - NOTAIRE	134 868,01	15 839 746,93	-15 704 878,92
467320	COPRO GESTIONS EXTERIEURES		105 147,53	-105 147,53
467691	DEBITEURS DIVERS DECOMPENSATION	1 679 471,81	1 560 684,53	118 787,28
Total 2050/BZ - AUTRES CREANCES		2 081 563,34	20 565 603,71	-18 484 040,37
TOTAL DEBITEURS DIVERS		2 081 563,34	20 565 603,71	-18 484 040,37
CPTES TRANSIT ET ATTENTE				
471000	COMPTE D'ATTENTE SIEGE	111 613,16	43 347,42	68 265,74
471510	REPRISE DE SOLDES	50 764,17	34 119,64	16 644,53
478600	DIFF EVAL° IFT - ACTIF	124 927,00		124 927,00
Total 2050/BZ - AUTRES CREANCES		287 304,33	77 467,06	209 837,27
TOTAL CPTES TRANSIT ET ATTENTE		287 304,33	77 467,06	209 837,27
DEPRECIAT. DEBITEURS DIV.				
495000	PROV DEP CPTES GPE/ASSOCIES	-20 645 730,00	-21 125 730,00	480 000,00
496710	PROV DEPREC AUTRES DEBITEURS	-6 806 925,00	-6 806 925,00	
Total 2050/CA - Autres créances, amortissements et provisions		-27 452 655,00	-27 932 655,00	480 000,00
TOTAL DEPRECIAT. DEBITEURS DIV.		-27 452 655,00	-27 932 655,00	480 000,00
TOTAL AUTRES CREANCES		117 261 728,93	223 332 738,89	-106 071 009,96

Compte	Libellé	31/12/2019	31/12/2018	Ecart
AUTRES CREANCES				
PRODUITS A RECEVOIR				
468710	AUTRES PRODUITS A RECEVOIR		59 449 378,98	-59 449 378,98
Total 2050/BZ - AUTRES CREANCES			59 449 378,98	-59 449 378,98
TOTAL PRODUITS A RECEVOIR			59 449 378,98	-59 449 378,98
TOTAL AUTRES CREANCES			59 449 378,98	-59 449 378,98

Compte	Libellé	31/12/2019	31/12/2018	Ecart
TRESORERIE ET DIVERS				
VALEURS MOBILIERES DE PLACEMENT				
508140	FINANCE ET PARTAGE	762,25	762,25	
Total 2050/CD - TRESORERIE ET DIVERS		762,25	762,25	
TOTAL VALEURS MOBILIERES DE PLACEMENT		762,25	762,25	
DISPONIBILITES				
512000	DECOMPENS*BANQUE CREDITRICES	3 531 281,10	2 497 185,91	1 034 095,19
512101	BP RIVES PARIS	3 619,82	2 839,51	780,31
512102	GEC BNP 8947U/102447-88	24 292 402,25	222 817 465,10	-198 525 062,85
512114	GEC SOG (GFC) 20161223	26 766,57	12 415,15	14 351,42
512128	GEC HSBC	95 824,60	290 473,67	-194 649,07
512130	GEC PALATINE	6 199,35	7 861,37	-1 662,02
512132	GEC CADIF RECETTES	58 775,43	37 058 775,43	-37 000 000,00
512133	GEC CADIF FINANC.46563779001	51 147 068,68	-124 841 205,17	175 988 273,85
512136	GEC CADIF EX PARIGEST	251 820,62	1 112 147,80	-860 327,18
512137	CPTEs REFLETS BQUES REVE	-30 174 202,53	665 295 049,29	-695 469 251,82
512140	GEC CADIF POOL	-3 355 788,94	1 574 510,72	-4 930 299,66
512150	GEC LCL	-9 412 665,59	-25 958 640,92	16 545 975,33
512155	GEC BRED	550,29	139,57	410,72
512159	GEC LCL POOL	2 478 323,50	896 974,05	1 581 349,45
512161	GEC CADIF SIF 440 01	2 150 113,29	5 017 823,33	-2 867 710,04
512164	GEC BANCO SANTANDER	4 850,00		4 850,00
512180	GEC CACIB FINANCIER 94104	-83 561 206,57	-1 043 672 325,43	960 111 118,86
512181	GEC CACIB ENCAISSTS 41874	509 919 407,97	561 137 731,16	-51 218 323,19
512182	GEC CACIB DEPENSES 07614	-367 357 667,05	-146 275 173,41	-221 082 493,64
512183	GEC CACIB POOL	17 999 916,82	5 524 933,13	12 474 983,69
512189	GEC BECM POOL GECINA	1 050 064,49	3 583 845,05	-2 533 780,56
512190	GEC BECM GECINA EX 164009	-92 232 764,18	-159 996 458,47	67 763 694,29
512197	GEC CACIB SCE TITRES 249 340 246	21 681,35	1,01	21 680,34
512199	GEC NATIXIS	56 386,66	13 194,62	43 192,04
512200	GEC BNP POOL	3 772 609,30	4 919 966,70	-1 147 357,40
512202	BNP COUPON UIF	2 419,40	2 419,40	
512218	G10 CACIB	-442 752,43		-442 752,43
512553	GEC CACIB ESPAGNE 2256 3000	33 918,37	33 918,37	
514010	GEC LBP LYON	55 881,39	29 538,18	26 343,21
514030	GEC LBP PARIS	12 941,16	77 286,62	-64 345,46
Total 2050/CF - TRESORERIE ET DIVERS		30 435 775,12	11 162 691,74	19 273 083,38
TOTAL DISPONIBILITES		30 435 775,12	11 162 691,74	19 273 083,38
TOTAL TRESORERIE ET DIVERS		30 436 537,37	11 163 453,99	19 273 083,38

Compte	Libellé	31/12/2019	31/12/2018	Ecart
TRESORERIE ET DIVERS				
INSTRUMENTS DE TRESORERIE				
520000	INSTRUMENTS DE TRESORERIE	16 976 073,00		16 976 073,00
Total 2050/CD - TRESORERIE ET DIVERS		16 976 073,00		16 976 073,00
TOTAL INSTRUMENTS DE TRESORERIE		16 976 073,00		16 976 073,00
TOTAL TRESORERIE ET DIVERS		16 976 073,00		16 976 073,00

Compte	Libellé	31/12/2019	31/12/2018	Ecart
COMPTES DE REGULARISATION				
CHARGES CONSTATEES D'AVANCE				
486100	CHARGES CONSTATEES D'AVANCE	142 129,13	-285 426,72	427 555,85
486111	CCA FRAIS EMPRUNTS ET LIGNES DE CRE	11 371 209,25	10 627 459,89	743 749,36
486112	CCA FRAIS EMPRUNTS OBLIGATAIRES	16 969 282,99	17 305 708,11	-336 425,12
486119	CCA ASSURANCES DOMMAGE OUVRAGE DECE	810 718,84		810 718,84
486120	CCA IMMEUBLES EN VENTES	269 037,49	1 183 591,07	-914 553,58
Total 2050/CH - COMPTES DE REGULARISATION		29 562 377,70	28 831 332,35	731 045,35
TOTAL CHARGES CONSTATEES D'AVANCE		29 562 377,70	28 831 332,35	731 045,35
PRIMES DE REMBT DES OBLIGATIONS				
169500	PRIMES EMPRUNT OBLIGATAIRE	45 241 541,17	45 323 772,96	-82 231,79
Total 2050/CM - Primes de remboursement des obligations, brut		45 241 541,17	45 323 772,96	-82 231,79
TOTAL PRIMES DE REMBT DES OBLIGATIONS		45 241 541,17	45 323 772,96	-82 231,79
ECARTS DE CONVERSION ACTIF				
476000	ECARTS DE CONVERSION ACTIF	139 870,00	167 880,00	-28 010,00
Total 2050/CN - Écarts de conversion d'actif, brut		139 870,00	167 880,00	-28 010,00
TOTAL ECARTS DE CONVERSION ACTIF		139 870,00	167 880,00	-28 010,00
TOTAL COMPTES DE REGULARISATION		74 943 788,87	74 322 985,31	620 803,56
TOTAL GÉNÉRAL		13 367 769 642,60	13 908 557 445,22	-540 787 802,62

Detail des comptes - Passif

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16 r. des Capucines
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07/02/2020
Renand Fabrice

Compte	Libellé	31/12/2019	31/12/2018	Ecart
CAPITAUX PROPRES				
CAPITAL				
101300	CAPITAL SOUSCRIT APPELE VERSE	-573 076 950,00	-572 000 625,00	-1 076 325,00
Total 2051/DA - Capital social ou individuel N		-573 076 950,00	-572 000 625,00	-1 076 325,00
TOTAL CAPITAL		-573 076 950,00	-572 000 625,00	-1 076 325,00
PRIMES D'EMISSION, DE FUSION				
104100	PRIMES D'EMISSION	-2 211 079 813,49	-2 202 492 683,64	-8 587 129,85
104200	PRIMES DE FUSION	-512 863 268,78	-512 863 268,78	
104220	BONIS DE FUSION	-291 470 699,33	-291 470 699,33	
104400	PRIMES CONVERSIONS OBLIGAT. EN ACTI	-274 701 434,13	-274 701 434,13	
Total 2051/DB - Primes d'émission de fusion ou d'apport N		-3 290 115 215,73	-3 281 528 085,88	-8 587 129,85
TOTAL PRIMES D'EMISSION, DE FUSION		-3 290 115 215,73	-3 281 528 085,88	-8 587 129,85
ECARTS DE REEVALUATION				
105500	ECART RÉÉVAL SIIC/IMMO	-262 263 060,70	-268 492 041,78	6 228 981,08
105600	ECART RÉÉVAL SIIC/TITRES	-109 591 548,47	-109 591 548,47	
Total 2051/DC - Écarts de réévaluation N		-371 854 609,17	-378 083 590,25	6 228 981,08
TOTAL ECARTS DE REEVALUATION		-371 854 609,17	-378 083 590,25	6 228 981,08
RESERVE LEGALE				
106110	RESERVE LEGALE PROPREMENT DITE	-56 011 676,66	-55 904 044,16	-107 632,50
106120	RESERVE LEGALE PV LT 10%	-1 296 018,34	-1 296 018,34	
Total 2051/DD - Réserve légale N		-57 307 695,00	-57 200 062,50	-107 632,50
TOTAL RESERVE LEGALE		-57 307 695,00	-57 200 062,50	-107 632,50
RESERVES REGLEMENTEES				
106200	RESERVES INDISPONIBLES	-4 711 389,48	-4 711 389,48	
106410	RESERVES REGLEMENTEES PV LT 10%	-19 509 078,32	-19 509 078,32	
Total 2051/DF - Réserves réglementées N		-24 220 467,80	-24 220 467,80	
TOTAL RESERVES REGLEMENTEES		-24 220 467,80	-24 220 467,80	
AUTRES RESERVES				
106881	RESERVES DISTRIBUABLES	-737 551 325,46	-731 748 943,63	-5 802 381,83
Total 2051/DG - Autres réserves N		-737 551 325,46	-731 748 943,63	-5 802 381,83
TOTAL AUTRES RESERVES		-737 551 325,46	-731 748 943,63	-5 802 381,83
REPORT A NOUVEAU				
110000	REPORT A NOUVEAU CREDITEUR	-146 209 436,22	-83 315 176,06	-62 894 260,16
Total 2051/DH - CAPITAUX PROPRES		-146 209 436,22	-83 315 176,06	-62 894 260,16
TOTAL REPORT A NOUVEAU		-146 209 436,22	-83 315 176,06	-62 894 260,16

Compte	Libellé	31/12/2019	31/12/2018	Ecart
RESULTAT DE L'EXERCICE				
	RESULTAT DE L'EXERCICE	-619 596 175,29	-467 993 702,16	-151 602 473,13
Total 2051/DI - CAPITAUX PROPRES		-619 596 175,29	-467 993 702,16	-151 602 473,13
TOTAL RESULTAT DE L'EXERCICE		-619 596 175,29	-467 993 702,16	-151 602 473,13
SUBVENTIONS D'INVESTISSEMENT				
131110	SUBVENTION EQUIPEMENT ANAH	-323 762,17	-351 616,17	27 854,00
138000	AUTRES SUBVENTIONS D'INVESTISSEMENT	-1 764 339,25	-1 762 714,55	-1 624,70
139110	SUBVENTIONS ANAH INSCRITES EN RESUL	304 185,30	303 546,40	638,90
139800	AUTRES SUBVENTIONS INSCRITES EN RES	866 716,48	694 117,08	172 599,40
Total 2051/DJ - Subventions d'investissement N		-917 199,64	-1 116 667,24	199 467,60
TOTAL SUBVENTIONS D'INVESTISSEMENT		-917 199,64	-1 116 667,24	199 467,60
TOTAL CAPITAUX PROPRES		-5 820 849 074,31	-5 597 207 320,52	-223 641 753,79

Compte	Libellé	31/12/2019	31/12/2018	Ecart
PROVISIONS				
PROVISIONS POUR RISQUES				
151100	PROVISIONS POUR LITIGES	-6 191 000,00	-5 745 000,00	-446 000,00
151300	PROVISIONS POUR PERTES SUR FILIALES	-5 142 062,00	-4 869 491,00	-272 571,00
151800	AUTRES PROVISIONS POUR RISQUES	-124 927,00		-124 927,00
Total 2051/DP - Provisions pour risques N		-11 457 989,00	-10 614 491,00	-843 498,00
TOTAL PROVISIONS POUR RISQUES		-11 457 989,00	-10 614 491,00	-843 498,00
PROVISIONS POUR CHARGES				
153100	PROVISIONS POUR RETRAITE	-13 505 922,00	-12 297 771,00	-1 208 151,00
155100	PROVISIONS POUR IMPOTS	-7 000 000,00	-7 000 000,00	
Total 2051/DQ - Provisions pour charges N		-20 505 922,00	-19 297 771,00	-1 208 151,00
TOTAL PROVISIONS POUR CHARGES		-20 505 922,00	-19 297 771,00	-1 208 151,00
TOTAL PROVISIONS		-31 963 911,00	-29 912 262,00	-2 051 649,00

Compte	Libellé	31/12/2019	31/12/2018	Ecart
EMPRUNTS OBLIGATAIRES				
AUTRES EMPRUNTS OBLIGATAIRES				
163300	EMPRUNT OBLIGATAIRE	-5 519 600 000,00	-5 920 200 000,00	400 600 000,00
168820	ICNE EMPRUNTS OBLIGATAIRES	-56 807 226,00	-67 509 804,00	10 702 578,00
Total 2051/DT - EMPRUNTS OBLIGATAIRES		-5 576 407 226,00	-5 987 709 804,00	411 302 578,00
TOTAL AUTRES EMPRUNTS OBLIGATAIRES		-5 576 407 226,00	-5 987 709 804,00	411 302 578,00
TOTAL EMPRUNTS OBLIGATAIRES		-5 576 407 226,00	-5 987 709 804,00	411 302 578,00

Compte	Libellé	31/12/2019	31/12/2018	Ecart
EMPRUNTS & DETTES ETAB. DE CREDIT				
EMPRUNTS				
164500	EMPRUNTS BANCAIRES HYPOTHECAIRES		-30 000 000,00	30 000 000,00
168840	ICNE EMPRUNTS BANCAIRES	-779 283,00	-1 702 724,00	923 441,00
Total 2051/DU - EMPRUNTS & DETTES ETAB. DE CREDIT		-779 283,00	-31 702 724,00	30 923 441,00
TOTAL EMPRUNTS		-779 283,00	-31 702 724,00	30 923 441,00
BANQUES				
512001	BANQUES CRÉDITRICES	-3 531 281,10	-2 497 185,91	-1 034 095,19
Total 2051/DU - EMPRUNTS & DETTES ETAB. DE CREDIT		-3 531 281,10	-2 497 185,91	-1 034 095,19
TOTAL BANQUES		-3 531 281,10	-2 497 185,91	-1 034 095,19
TOTAL EMPRUNTS & DETTES ETAB. DE CREDIT		-4 310 564,10	-34 199 909,91	29 889 345,81

Compte	Libellé	31/12/2019	31/12/2018	Ecart
EMPRUNTS & DETTES FINANCIERES DIV				
DEPOTS ET CAUTIONNEMENTS RECUS				
165100	DEPOTS DE GARANTIE CASSIOPAE	-24 693 606,04	-24 487 264,89	-206 341,15
165112	DEPOTS DE GARANTIE GESTIONS EXTERIE	-74 153,49	-74 233,98	80,49
165120	DG DIVERS (FDS RLT GROS MAT)	-85 207,64	-85 207,64	
Total 2051/DV - EMPRUNTS & DETTES FINANCIERES DIV		-24 852 967,17	-24 646 706,51	-206 260,66
TOTAL DEPOTS ET CAUTIONNEMENTS RECUS		-24 852 967,17	-24 646 706,51	-206 260,66
AUTRES EMPRUNTS				
168121	BT CA CIB		-425 000 000,00	425 000 000,00
168122	BT BECM		-65 000 000,00	65 000 000,00
168123	BT BRED		-481 000 000,00	481 000 000,00
168125	BT BNP		-220 500 000,00	220 500 000,00
168127	BT SG		-75 000 000,00	75 000 000,00
168140	BILLETS TRESORERIE	-1 663 500 000,00		-1 663 500 000,00
Total 2051/DV - EMPRUNTS & DETTES FINANCIERES DIV		-1 663 500 000,00	-1 266 500 000,00	-397 000 000,00
TOTAL AUTRES EMPRUNTS		-1 663 500 000,00	-1 266 500 000,00	-397 000 000,00
DETTES RATT. A DES PARTICIPATIONS				
171700	AUTRES DETTES RATTACHEES PARTICIPAT	-23 318 665,46	-33 309 373,59	9 990 708,13
Total 2051/DV - EMPRUNTS & DETTES FINANCIERES DIV		-23 318 665,46	-33 309 373,59	9 990 708,13
TOTAL DETTES RATT. A DES PARTICIPATIONS		-23 318 665,46	-33 309 373,59	9 990 708,13
TOTAL EMPRUNTS & DETTES FINANCIERES DIV		-1 711 671 632,63	-1 324 456 080,10	-387 215 552,53

Compte	Libellé	31/12/2019	31/12/2018	Ecart
EMPRUNTS & DETTES FINANCIERES DIV				
COMPTES COURANTS GROUPE				
452000	C/C CASH POOL		-681 795 278,94	681 795 278,94
455999	C/C CREDITEURS DECOMPENSATION	-98 035 634,05	-125 053 094,17	27 017 460,12
Total 2051/DV - EMPRUNTS & DETTES FINANCIERES DIV		-98 035 634,05	-806 848 373,11	708 812 739,06
TOTAL COMPTES COURANTS GROUPE		-98 035 634,05	-806 848 373,11	708 812 739,06
TOTAL EMPRUNTS & DETTES FINANCIERES DIV		-98 035 634,05	-806 848 373,11	708 812 739,06

Compte	Libellé	31/12/2019	31/12/2018	Ecart
DETTES				
ACOMPTE RECUS/COMMANDES EN COURS				
419090	LOCATAIRES CRED DECOMPENSATION	-14 990 048,23	-11 199 784,45	-3 790 263,78
419091	APURT CHGES DEBITEURS DECOMPENSATIO	-3 615 442,62	-3 711 879,39	96 436,77
Total 2051/DW - DETTES		-18 605 490,85	-14 911 663,84	-3 693 827,01
TOTAL ACOMPTE RECUS/COMMANDES EN COURS		-18 605 490,85	-14 911 663,84	-3 693 827,01
TOTAL DETTES		-18 605 490,85	-14 911 663,84	-3 693 827,01

Compte	Libellé	31/12/2019	31/12/2018	Ecart
FOURNISSEURS				
FOURNISSEURS ET COMPTES RATTACHES				
401090	FOURNISSEURS CRED DECOMPENSATION	-633 218,69	-1 292 623,35	659 404,66
401100	FOURNISSEURS	-7 392 201,26	-3 054 234,96	-4 337 966,30
401150	FOURNISSEURS GROUPE	-1 164 423,10	-747 451,16	-416 971,94
401160	FOURNISSEURS GROUPE	-270 358,00		-270 358,00
401730	FOURNISSEURS RETENUES DE GARANTIE	-24 639,61	-24 639,61	
Total 2051/DX - Dettes fournisseurs et comptes rattachés N		-9 484 840,66	-5 118 949,08	-4 365 891,58
TOTAL FOURNISSEURS ET COMPTES RATTACHES		-9 484 840,66	-5 118 949,08	-4 365 891,58
FOURNISSEURS FACT. NON PARVENUES				
408100	FOURNISSEURS EN ATTENTE DE FACTURE		-170,00	170,00
408110	FACTURES NON PARVENUES ABS	-18 610 932,15	-19 887 067,48	1 276 135,33
408120	FACTURES NON PARVENUES GROUPE	-25 992,00	-142 395,11	116 403,11
Total 2051/DX - Dettes fournisseurs et comptes rattachés N		-18 636 924,15	-20 029 632,59	1 392 708,44
TOTAL FOURNISSEURS FACT. NON PARVENUES		-18 636 924,15	-20 029 632,59	1 392 708,44
TOTAL FOURNISSEURS		-28 121 764,81	-25 148 581,67	-2 973 183,14

Compte	Libellé	31/12/2019	31/12/2018	Ecart
DETTES FISCALES ET SOCIALES				
PERSONNEL ET COMPTES RATTACHES				
427100	PERSONNEL-OPPOSITIONS/SALAIRES		-800,00	800,00
428200	DETTES PROVISIONNEES PR CONGES A PA	-10 274 739,19	-11 006 767,39	732 028,20
428500	DETTE PROV INTERESSEMENT	-4 471 925,02	-4 435 286,92	-36 638,10
Total 2051/DY - DETTES FISCALES ET SOCIALES		-14 746 664,21	-15 442 854,31	696 190,10
TOTAL PERSONNEL ET COMPTES RATTACHES		-14 746 664,21	-15 442 854,31	696 190,10
SECURITE SOC ET ORGANISMES SOCX				
431000	URSSAF	-1 391 861,39	-1 510 525,41	118 664,02
437090	ORGANIC	-500 000,00	-500 000,00	
437107	GEREP	-308 960,27	-300 735,85	-8 224,42
437200	MEDECINE DU TRAVAIL	-4 068,19	-6 707,41	2 639,22
437330	RETRAITE HUMANIS	-493 940,46	-552 232,09	58 291,63
437385	CRIP PARIS	-44 460,09	-24 271,78	-20 188,31
438200	CHARGES SOCIALES A PAYER	-7 805 029,50	-6 907 427,94	-897 601,56
Total 2051/DY - DETTES FISCALES ET SOCIALES		-10 548 319,90	-9 801 900,48	-746 419,42
TOTAL SECURITE SOC ET ORGANISMES SOCX		-10 548 319,90	-9 801 900,48	-746 419,42
ETAT ET COLLECTIVITES				
442100	PRELEVEMENT A LA SOURCE	-409 416,48		-409 416,48
445511	TVA A PAYER	-5 816 512,00	-2 776 695,06	-3 039 816,94
445520	TVA DUE ENCAISSTS 20% CASSIOPAE	-48 928,60	-5 769 891,59	5 720 962,99
445701	TVA COLLECTEE 10% CASSIOPAE	-1 117,44	-1 117,44	
445705	TVA COLLECTEE 5,5% CASSIOPAE	-18,43	-18,43	
445710	TVA COLLECTEE 19,60% CASSIOPAE	-98 859,81	-100 077,35	1 217,54
445871	TVA SUR FACTURES A ETABLIR		-18 096,90	18 096,90
447100	AUTRES IMPOTS ET TAXES	-341 240,00	-352 407,00	11 167,00
447110	TAXES SUR LES SALAIRES	-364 809,35	-151 215,51	-213 593,84
447113	CONTRIBUTION SUR LES REVENUS LOCATI	-136 238,31		-136 238,31
447120	TAXE D'APPRENTISSAGE	-222 472,82	-193 928,41	-28 544,41
447301	FORMATION CONTINUE	-10 242,23	-279 159,22	268 916,99
448200	PROV CHARGES FISCALES SUR PAIE	-964 311,10	-1 535 536,63	571 225,53
448612	ETAT CHARGES A PAYER	-212 682,81	-270 584,00	57 901,19
448614	CVAE A PAYER	-251 770,00		-251 770,00
Total 2051/DY - DETTES FISCALES ET SOCIALES		-8 878 619,38	-11 448 727,54	2 570 108,16
TOTAL ETAT ET COLLECTIVITES		-8 878 619,38	-11 448 727,54	2 570 108,16
TOTAL DETTES FISCALES ET SOCIALES		-34 173 603,49	-36 693 482,33	2 519 878,84

Compte	Libellé	31/12/2019	31/12/2018	Ecart
DETTES SUR IMMOBILISATIONS				
DU SUR TITRES IMMOBILISES				
279100	TITRES IMMOBILISES NON LIBERES	-18 729 939,38	-22 463 009,00	3 733 069,62
Total 2051/DZ - Dettes sur immobilisations et comptes rattachés N		-18 729 939,38	-22 463 009,00	3 733 069,62
TOTAL DU SUR TITRES IMMOBILISES		-18 729 939,38	-22 463 009,00	3 733 069,62
FOURNISSEURS IMMOBILISATIONS				
404100	FOURNISSEURS D'IMMOBILISATIONS	-2 513 138,51	-1 374 788,97	-1 138 349,54
404720	FOURN IMMO RETENUES GARANTIES (EX)	-212 413,85	-212 413,85	
404730	FOURN IMMO RETENUES GARANTIES	-795 978,26	-672 269,45	-123 708,81
408401	FACTURES NON PARVENUES IMMO (EX)		-77 422,74	77 422,74
408410	FACTURES NON PARVENUES IMMO	-15 198 625,52	-21 363 324,58	6 164 699,06
408420	FACTURES NON PARVENUES IMMO GESPROJ	-701 056,80	-15 324,00	-685 732,80
Total 2051/DZ - Dettes sur immobilisations et comptes rattachés N		-19 421 212,94	-23 715 543,59	4 294 330,65
TOTAL FOURNISSEURS IMMOBILISATIONS		-19 421 212,94	-23 715 543,59	4 294 330,65
TOTAL DETTES SUR IMMOBILISATIONS		-38 151 152,32	-46 178 552,59	8 027 400,27

Compte	Libellé	31/12/2019	31/12/2018	Ecart
AUTRES DETTES				
CLIENTS CREDITEURS				
419800	LOCATAIRES AVOIRS A ETABLIR	-243 840,00	-101 455,26	-142 384,74
Total 2051/EA - AUTRES DETTES		-243 840,00	-101 455,26	-142 384,74
TOTAL CLIENTS CREDITEURS		-243 840,00	-101 455,26	-142 384,74
ASSOCIES COMPTES COURANTS				
457148	DIVIDENDES / RES 2011		-3,79	3,79
457149	DIVIDENDES / RES 2012		-55 743,34	55 743,34
457150	DIVIDENDES / RES 2013	-113 403,77	-113 403,77	
457151	DIVIDENDES / RES 2014	-111 175,49	-111 175,49	
457152	DIVIDENDES / RES 2015	-119 942,59	-119 942,59	
457153	DIVIDENDES / RES 2016	-120 578,65	-120 570,18	-8,47
457154	DIVIDENDES 2017	-131 369,23	-133 614,11	2 244,88
457155	DIVIDENDES 2018	-130 807,19		-130 807,19
Total 2051/EA - AUTRES DETTES		-727 276,92	-654 453,27	-72 823,65
TOTAL ASSOCIES COMPTES COURANTS		-727 276,92	-654 453,27	-72 823,65
AUTRES COMPTES CREDITEURS				
462200	ACOMPTES SUR CESSIONS	-117 732,69		-117 732,69
467001	MICRODON	-967,75		-967,75
467150	OBLIGATIONS ECHUES A REMBOURSE	-2 398,02	-2 398,02	
467310	SYNDICS/GERANTS IMMEUBLE	-23 811,74	-5 422,10	-18 389,64
467320	COPRO GESTIONS EXTERIEURES	-288 953,44		-288 953,44
467690	CREDITEURS DIVERS DECOMPENSATION	-1 679 471,81	-1 560 684,53	-118 787,28
467700	DEBITEURS ET CREDITEURS DIVERS	-742 349,53	-2 027 314,58	1 284 965,05
Total 2051/EA - AUTRES DETTES		-2 855 684,98	-3 595 819,23	740 134,25
TOTAL AUTRES COMPTES CREDITEURS		-2 855 684,98	-3 595 819,23	740 134,25
CHARGES A PAYER				
468650	PRIMES DE SWAP A PAYER	-397 391,00	-493 200,34	95 809,34
Total 2051/EA - AUTRES DETTES		-397 391,00	-493 200,34	95 809,34
TOTAL CHARGES A PAYER		-397 391,00	-493 200,34	95 809,34
TOTAL AUTRES DETTES		-4 224 192,90	-4 844 928,10	620 735,20

Compte	Libellé	31/12/2019	31/12/2018	Ecart
COMPTES DE REGULARISATION				
PRODUITS CONSTATES D'AVANCE				
487100	PRODUITS CONSTATES D'AVANCE	-1 255 396,14	-446 487,05	-808 909,09
Total 2051/EB - Produits constatés d'avance N		-1 255 396,14	-446 487,05	-808 909,09
TOTAL PRODUITS CONSTATES D'AVANCE		-1 255 396,14	-446 487,05	-808 909,09
TOTAL COMPTES DE REGULARISATION		-1 255 396,14	-446 487,05	-808 909,09
TOTAL GÉNÉRAL		-13 367 769 642,60	-13 908 557 445,22	540 787 802,62

Detail des comptes - Charges

GEC - GECINA
16 r. des Capucines
75002 PARIS

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Par

07/02/2020
Renand Fabrice

Compte	Libellé	31/12/2019	31/12/2018	Ecart
AUTRES ACHATS ET CHARGES EXTERNES				
RABAIS, REMISES SUR AUTRES ACHATS				
606000	EDF NR	141 349,45	95 351,08	45 998,37
606004	EDF SIEGE	62 177,63	120 029,83	-57 852,20
606008	EDF REFACTURABLE	930,30	209,25	721,05
606009	EDF RECUPERABLE	2 302 200,30	2 629 181,89	-326 981,59
606010	EDF COURT SEJOUR NR	598,53	121,47	477,06
606100	EAU NR	60,04	-3 177,77	3 237,81
606104	EAU SIEGE	14 904,64	11 403,12	3 501,52
606108	EAU REFACTURABLE		89,83	-89,83
606109	EAU RECUPERABLE	2 111 169,21	2 263 272,14	-152 102,93
606220	GAZ NR	1 029,20	1 965,27	-936,07
606229	GAZ RECUPERABLE	4 614,78	2 898,00	1 716,78
606300	CHAUFFAGE NR	20 869,33	-2 824,02	23 693,35
606304	CHAUFFAGE SIEGE	4 254,81	-851,43	5 106,24
606309	CHAUFFAGE RECUPERABLE	4 273 253,20	4 619 808,90	-346 555,70
606400	FOURNITURES DE BUREAU NR	-10 637,32	76 660,04	-87 297,36
606404	FOURNITURES DE BUREAU SIEGE	81 046,99	170 382,99	-89 336,00
606409	FOURNITURES DE BUREAU RECUP	-2 096,21	6 871,55	-8 967,76
606800	PETIT MATERIEL FOURNITURES NR	63 555,75	41 611,72	21 944,03
606804	PETIT MATERIEL FOURNITURES SIEGE	222 601,29	181 672,16	40 929,13
606808	PETIT MATÉRIEL FOURN REFACT	37,50	37,50	
606809	PETIT MATERIEL FOURNITURES RECUP	52 714,60	65 165,29	-12 450,69
Total 2052/FU - AUTRES ACHATS ET CHARGES EXTERNES		9 344 634,02	10 279 878,81	-935 244,79
TOTAL RABAIS, REMISES SUR AUTRES ACHATS		9 344 634,02	10 279 878,81	-935 244,79
TOTAL AUTRES ACHATS ET CHARGES EXTERNES		9 344 634,02	10 279 878,81	-935 244,79

Compte	Libellé	31/12/2019	31/12/2018	Ecart
AUTRES ACHATS ET CHARGES EXTERNES				
SOUS-TRAITANCE GENERALE				
610004	SERVICES EXTERIEURS SIEGE	38 202,09	26 856,98	11 345,11
610014	CHARGES REFACTURÉES GROUPE		7 210 042,56	-7 210 042,56
Total 2052/FW - AUTRES ACHATS ET CHARGES EXTERNES		38 202,09	7 236 899,54	-7 198 697,45
TOTAL SOUS-TRAITANCE GENERALE		38 202,09	7 236 899,54	-7 198 697,45
LOCATIONS				
613210	LOYERS ET CHARGES LOCATIVES NR	808 455,36	791 800,88	16 654,48
613214	LOYERS ET CHARGES LOCATIVES SIEGE	6 585 684,78	6 185 036,43	400 648,35
613504	DROITS D'UTILISATION LOGICIELS	239 601,49	219 541,01	20 060,48
613510	LOCATION DE MATERIEL NR	12 328,68	8 863,34	3 465,34
613519	LOCATION DE MATERIEL RECUP	116 837,04	130 442,52	-13 605,48
613520	LOCATION LONGUE DUREE NR	116 453,36	95 093,96	21 359,40
613524	LOCATION LONGUE DUREE SIEGE	455 127,52	346 961,22	108 166,30
Total 2052/FW - AUTRES ACHATS ET CHARGES EXTERNES		8 334 488,23	7 777 739,36	556 748,87
TOTAL LOCATIONS		8 334 488,23	7 777 739,36	556 748,87
CHARGES LOCATIVES ET COPROPRIETE				
614214	CHARGES LOCATIVES INTERCOS SIEGE	1 052 844,98	18 631,57	1 034 213,41
614224	HONOS DE GESTION INTERCOS SIEGE	125 530,72		125 530,72
614400	CHARGES COPROP NR	2 385 620,48	2 089 833,77	295 786,71
614409	CHARGES COPROP RECUP	4 381 686,94	4 635 222,31	-253 535,37
614410	CHARGES COPRO NR EX ANT	-70 343,07	26 231,75	-96 574,82
614419	CHARGES COPRO RECUP EX ANT	-170 413,45	-16 827,97	-153 585,48
614420	CHARGES COPRO NR TX HORS BUDGET	127 645,24	255 356,55	-127 711,31
Total 2052/FW - AUTRES ACHATS ET CHARGES EXTERNES		7 832 571,84	7 008 447,98	824 123,86
TOTAL CHARGES LOCATIVES ET COPROPRIETE		7 832 571,84	7 008 447,98	824 123,86
ENTRETIEN ET REPARATIONS				
615100	ENTRETIEN GARAGES PKGS NR	40 167,19	39 120,08	1 047,11
615109	ENT GARAGES PKGS RECUPERABLE	155 762,36	143 978,76	11 783,60
615200	ENTRETIEN COURANT NR	1 881 357,93	1 753 456,79	127 901,14
615204	ENTRETIEN COURANT SIEGE	104 301,55	196 630,98	-92 329,43
615208	ENTRETIEN COURANT REFACTURABLE	5 964,85	2 190,58	3 774,27
615209	ENTRETIEN COURANT HORS CONTRAT RECU	1 084 581,59	873 161,19	211 420,40
615220	ENTRETIEN ESPACES VERTS NR	59 828,92	32 157,70	27 671,22
615224	ENTRETIEN ESPACES VERTS SIEGE	44 742,43	49 065,92	-4 323,49
615229	ENTRETIEN ESPACES VERTS RECUP	465 507,32	575 748,79	-110 241,47
615230	ENTRETIEN CHAUFFAGE NR	131 165,37	104 719,99	26 445,38
615234	ENTRETIEN CHAUFFAGE SIEGE	976,89	264 165,27	-263 188,38
615239	ENTRETIEN CHAUFFAGE RECUPERABLE	1 424 944,38	1 692 475,44	-267 531,06
615240	ENTRETIEN ASCENSEURS NR	77 490,23	125 956,65	-48 466,42
615244	ENTRETIEN ASCENSEURS SIEGE		1 848,12	-1 848,12
615249	ENTRETIEN ASCENSEURS RECUPERABLES	608 601,36	713 380,80	-104 779,44
615260	NETTOYAGE DES LOCAUX NR	31 694,18	46 595,09	-14 900,91

Compte	Libellé	31/12/2019	31/12/2018	Ecart
615264	NETTOYAGE DES LOCAUX SIEGE	457 109,63	436 434,06	20 675,57
615269	NETTOYAGE DES LOCAUX RECUPERABLE	2 303 892,43	2 211 618,47	92 273,96
615270	GARDIENNAGE NR	-0,01	138,41	-138,42
615274	GARDIENNAGE SIEGE	432 733,34	667 257,56	-234 524,22
615279	GARDIENNAGE RECUPERABLE	3 285 581,17	3 474 798,20	-189 217,03
615280	TRAVAUX SUR SINISTRES	282 907,86	787 816,40	-504 908,54
615284	TRAVAUX SUR SINISTRES SIEGE	4 265,30	5 599,68	-1 334,38
615300	GROSSES REPARATIONS NR	968 739,60	1 404 544,92	-435 805,32
615309	GROSSES REPARATIONS RECUP	270 207,58	653 053,02	-382 845,44
615320	CONTRATS SECURITE NR	60 529,32	102 176,66	-41 647,34
615329	CONTRATS SECURITE RECUP	81 838,62	101 988,23	-20 149,61
615330	ENT CHAUFFAGE NR HORS CONTRAT	302 298,78	142 973,12	159 325,66
615339	ENT CHAUFFAGE RECUP HORS CONTRAT	171 677,57	252 178,53	-80 500,96
615340	ENT ASCENSEURS NR HORS CONTRAT	60 222,06	32 025,93	28 196,13
615349	ENT ASCENSEURS RECUP HORS CONTRAT	54 570,91	41 385,49	13 185,42
615360	NETTOYAGE LOCAUX NR HORS CONTRAT	93 777,79	81 573,80	12 203,99
615369	NETTOYAGE LOCAUX RECUP HORS CONTRAT	308 299,67	350 271,09	-41 971,42
615370	GARDIENNAGE NR HORS CONTRAT	97 174,30	42 004,22	55 170,08
615379	GARDIENNAGE RECUP HORS CONTRAT	21 899,92	-1 658,03	23 557,95
615380	ENT HYGIENE NR HORS CONTRAT	59 312,39	57 783,41	1 528,98
615389	ENT HYGIENE RECUP HORS CONTRAT	19 112,85	19 506,92	-394,07
615390	ENT SECURITE NR HORS CONTRAT	44 942,79	20 848,74	24 094,05
615399	ENT SECURITE RECUP HORS CONTRAT	46 517,27	85 340,88	-38 823,61
615400	REMISES EN ETAT NR	1 140 437,60	1 423 882,70	-283 445,10
615410	TRAVAUX FIDELISATION NR	53 962,23	72 996,14	-19 033,91
615510	REPARATIONS VEHICULES NR	-2 211,90	44 980,39	-47 192,29
615514	REPARATIONS VEHICULES SIEGE	56 742,86	45 232,09	11 510,77
615534	MAINTENANCE TELEPHONE SIEGE	-67,62	17 618,73	-17 686,35
615544	MAINTENANCE INFORMATIQUE SIEGE	1 639 790,04	1 920 830,12	-281 040,08
615600	MAINTENANCE CONTRATS NR	145 184,90	170 113,02	-24 928,12
615604	MAINTENANCE CONTRATS SIEGE	78 682,37	115 301,49	-36 619,12
615609	CONTRATS ENTRETIEN RECUP	2 973 423,76	2 999 924,78	-26 501,02
Total 2052/FW - AUTRES ACHATS ET CHARGES EXTERNES		21 630 641,93	24 395 191,32	-2 764 549,39
TOTAL ENTRETIEN ET REPARATIONS		21 630 641,93	24 395 191,32	-2 764 549,39
PRIMES D'ASSURANCES				
616100	ASSURANCES MULTIRISQUES NR	224 357,15	221 563,57	2 793,58
616104	ASSURANCES MULTIRISQUES SIEGE	66 626,18	43 866,99	22 759,19
616109	ASSURANCES RECUPERABLES	301 287,14	328 962,89	-27 675,75
616120	ASSURANCES MATERIEL NR		1 284,15	-1 284,15
616200	ASSURANCES DOMMAGES-OUVRAGE NR	201 790,06	174 581,56	27 208,50
616314	ASSURANCE VOITURES SIEGE	44 110,00	32 851,00	11 259,00
616414	ASS.RISQUES D'EXPLOITATION SIEGE	659 107,64	547 801,77	111 305,87
616604	ASSURANCE DEPART EN RETRAITE SIEGE	1 683 944,00	2 761 321,00	-1 077 377,00
Total 2052/FW - AUTRES ACHATS ET CHARGES EXTERNES		3 181 222,17	4 112 232,93	-931 010,76

Compte	Libellé	31/12/2019	31/12/2018	Ecart
TOTAL PRIMES D'ASSURANCES		3 181 222,17	4 112 232,93	-931 010,76
DIVERS				
618114	DOCUMENTATION SIEGE	215 480,71	190 206,11	25 274,60
618500	FRAIS SEMINAIRES CONFERENCES IMM NR	182 440,24	182 777,01	-336,77
618504	FRAIS SEMINAIRES-CONFERENCES SIEGE	75 385,62	62 374,22	13 011,40
628114	COTISATIONS DIVERSES SIEGE	516 609,41	588 586,98	-71 977,57
628204	PRESTATIONS D'ARCHIVAGE SIEGE	347 145,11	137 690,84	209 454,27
Total 2052/FW - AUTRES ACHATS ET CHARGES EXTERNES		1 337 061,09	1 161 635,16	175 425,93
TOTAL DIVERS		1 337 061,09	1 161 635,16	175 425,93
PERSONNEL EXTERIEUR A ENTREPRISE				
621100	PERSONNEL INTERIMAIRE NR	328 575,26	47 935,30	280 639,96
621109	PERSONNEL INTERIMAIRE RECUP	370 379,20	277 169,57	93 209,63
621404	PERSONNEL EXTERIEUR SIEGE	61 603,67		61 603,67
621409	PERSONNEL EXTERIEUR RECUPERABLE	611 281,15	575 865,90	35 415,25
Total 2052/FW - AUTRES ACHATS ET CHARGES EXTERNES		1 371 839,28	900 970,77	470 868,51
TOTAL PERSONNEL EXTERIEUR A ENTREPRISE		1 371 839,28	900 970,77	470 868,51
REMUNERATIONS INTERM, HONORAIRES				
622600	HONO DE GESTION NR	34 343,04	59 700,20	-25 357,16
622608	HONO DE GESTION REFACTURABLES		12 000,00	-12 000,00
622609	HONO DE GESTION RECUP	7 079,46	-7 945,25	15 024,71
622640	HONO LOCARE LOI ALUR	873 628,82	876 855,99	-3 227,17
622644	HONO NOTATION SIEGE	354 054,96	37 163,50	316 891,46
622650	HONO CONTENTIEUX NR	604 434,83	508 981,60	95 453,23
622660	HONO LOCATION LOCARE NR	708 755,65	768 114,38	-59 358,73
622670	HONO LOCATION HORS GROUPE NR	866 664,51	303 162,34	563 502,17
622680	HONO GESTION GMA NR	2 943 899,95	3 179 632,46	-235 732,51
622700	HONO RSE IMMEUBLES NR	124 459,62	252 980,03	-128 520,41
622709	HONO RSE IMMEUBLES RECUP	83 999,11	110 905,69	-26 906,58
622710	FRAIS CONTENTIEUX IMM NR	224 473,23	159 752,16	64 721,07
622724	FRAIS ACTES SIEGE	2 471 849,17	2 675,31	2 469 173,86
622734	FRAIS HYPOTHEQUES		482 239,50	-482 239,50
622740	HONO DIAG CONTROLES IMM NR	126 645,63	205 581,05	-78 935,42
622750	HONO GEOMETRES IMM NR	75 851,30	39 443,67	36 407,63
622760	HONO RISQUES IMM NR	154 304,17	191 454,45	-37 150,28
622770	HONO ETUDES IMMEUBLES NR	-30 260,32	91 890,23	-122 150,55
622784	HONO CONSEILS FINANCEMENTS	3 815 300,16	4 531 794,78	-716 494,62
622800	HONO REMUNERATIONS DIVERS IMM NR	262 144,46	139 647,59	122 496,87
622804	HONO REMUNERATIONS DIVERS SIEGE	2 928 085,01	1 064 211,74	1 863 873,27
622809	HONO REMUNERATIONS DIVERS IMM RECUP	14 098,06	17 981,87	-3 883,81
622814	HONO CAC	1 066 405,26	1 146 552,82	-80 147,56
622820	TRAVAUX A FACON EXECUT EXTERIEUR NR		6 132,51	-6 132,51
622824	TRAVAUX A FACON EXECUT EXTERIEUR SI	942 247,19	272 162,41	670 084,78
622829	HONORAIRES TECHNIQUES R		-10 000,00	10 000,00
622834	HONO CONSEILS FISCAUX	633 401,85	262 053,76	371 348,09

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622844	HONO CONSEILS ARBITRAGE	394 747,87	117 272,88	277 474,99
622854	HONO CONSEILS VIE SOCIETE	5 608 120,78	4 883 879,50	724 241,28
622864	HONO AVOCATS CONSEILS RH	762 210,78	139 140,12	623 070,66
622884	PRESTATIONS DIVERSES	751 762,39	475 372,04	276 390,35
622894	HONO EXPERTISES SIEGE	683 402,60	327 194,78	356 207,82
622904	HONO RECRUTEMENT	1 255 500,96	691 287,30	564 213,66
622910	HONO TECHNIQUES NR	208 774,20	215 245,62	-6 471,42
622914	HONO TECHNIQUES SIEGE	1 329 703,97	851 297,23	478 406,74
622919	HONO TECHNIQUES RECUP	330 761,91	368 531,57	-37 769,66
622940	DEPENSES DE FORMATION IMM NR	29 829,39	14 765,86	15 063,53
622944	DEPENSES FORMATION SIEGE	993 098,97	645 847,16	347 251,81
Total 2052/FW - AUTRES ACHATS ET CHARGES EXTERNES		31 633 778,94	23 434 958,85	8 198 820,09
TOTAL REMUNERATIONS INTERM, HONORAIRES		31 633 778,94	23 434 958,85	8 198 820,09
PUBLICITE, RELATIONS EXTERIEURES				
623110	PUBLICITE COMMERCIALE NR	129 882,60	72 213,00	57 669,60
623114	PUBLICITES RELATIONS ANNONCES SIEGE	468 690,45	492 016,38	-23 325,93
623124	DEPOTS MARQUES SIEGE	12 907,94		12 907,94
623614	CATALOGUES ET IMPRIMES SIEGES	4 945,26	19 771,46	-14 826,20
623714	PUBLICITE FINANCIERE SIEGE	159 951,59	136 660,05	23 291,54
623724	PUBLICATION SIEGE	10 096,92	1 605,71	8 491,21
623734	FRAIS AG ET RAPPORT ANNUEL	672 239,05	731 374,43	-59 135,38
623814	DONS POURBOIRES CADÉAUX SIEGE	1 145,87	4 210,96	-3 065,09
623824	DEPENSES MECENAT FONDATION	456 432,66	484 909,00	-28 476,34
Total 2052/FW - AUTRES ACHATS ET CHARGES EXTERNES		1 916 292,34	1 942 760,99	-26 468,65
TOTAL PUBLICITE, RELATIONS EXTERIEURES		1 916 292,34	1 942 760,99	-26 468,65
TRANSPORTS BIENS ET DU PERSONNEL				
624800	FRAIS DE TRANSPORT DIVERS NR	2 466,50	12 921,67	-10 455,17
624804	FRAIS DE TRANSPORT DIVERS SIEGE	8 728,08	13 341,44	-4 613,36
Total 2052/FW - AUTRES ACHATS ET CHARGES EXTERNES		11 194,58	26 263,11	-15 068,53
TOTAL TRANSPORTS BIENS ET DU PERSONNEL		11 194,58	26 263,11	-15 068,53
DEPLACTS, MISSIONS ET RECEPTIONS				
625110	VOYAGES ET DEPLACEMENTS NR	153 698,30	217 915,79	-64 217,49
625114	VOYAGES ET DEPLACEMENTS SIEGE	320 553,37	227 375,44	93 177,93
625119	VOYAGES ET DEPLACEMENTS RECUP	1 206,25	891,86	314,39
625210	FRAIS DIVERS REMB PERSONNEL IMM NR	1 163,92	1 698,09	-534,17
625214	FRAIS DIVERS REMB PERSONNEL SIEGE	30 817,41	24 487,59	6 329,82
625219	FRAIS DIVERS REMB PERSONNEL IMM REC	918,54	885,58	32,96
625514	FRAIS DE DEMENAGEMENT SIEGE	115 058,05	422 451,24	-307 393,19
625710	RECEPTIONS IMMEUBLES NR	93 366,63	93 704,99	-338,36
625714	MISSIONS RECEPTIONS SIEGE	591 534,17	782 825,12	-191 290,95
Total 2052/FW - AUTRES ACHATS ET CHARGES EXTERNES		1 308 316,64	1 772 235,70	-463 919,06
TOTAL DEPLACTS, MISSIONS ET RECEPTIONS		1 308 316,64	1 772 235,70	-463 919,06

Compte	Libellé	31/12/2019	31/12/2018	Ecart
FRAIS POSTAUX, TELECOMMUNICATIONS				
626104	FRAIS POSTAUX SIEGE	264 866,85	178 236,34	86 630,51
626109	FRAIS POSTAUX RECUP	54 148,69	61 780,61	-7 631,92
626200	TELEPHONE NR	222 344,77	231 286,55	-8 941,78
626204	TELEPHONE SIEGE	467 499,43	573 483,27	-105 983,84
626209	TELEPHONE RECUP	149 201,49	92 658,07	56 543,42
626300	LIAISON INTERNET IMM NR	-46 740,80	47 903,16	-94 643,96
Total 2052/FW - AUTRES ACHATS ET CHARGES EXTERNES		1 111 320,43	1 185 348,00	-74 027,57
TOTAL FRAIS POSTAUX, TELECOMMUNICATIONS		1 111 320,43	1 185 348,00	-74 027,57
SERVICES BANCAIRES ET ASSIMILES				
627204	FRAIS SUR OBLIGATIONS	2 949 631,42	2 933 180,32	16 451,10
627214	FRAIS SUR OBLIGATAIRES NON ETALES	202 827,10		202 827,10
627414	FRAIS ET COMMISSIONS SUR TITRES	790 040,91	575 254,07	214 786,84
627804	COMMISSIONS AGENTS / CREDITS	49 680,00	63 700,00	-14 020,00
627814	FRAIS BANCAIRES DIVERS SIEGE	485 802,54	421 854,46	63 948,08
627820	FRAIS BANCAIRES GESTION NR		303,14	-303,14
627824	COMMISSIONS DE NON UTILISATION	14 375 060,18	15 721 124,13	-1 346 063,95
Total 2052/FW - AUTRES ACHATS ET CHARGES EXTERNES		18 853 042,15	19 715 416,12	-862 373,97
TOTAL SERVICES BANCAIRES ET ASSIMILES		18 853 042,15	19 715 416,12	-862 373,97
TOTAL AUTRES ACHATS ET CHARGES EXTERNES		98 559 971,71	100 670 099,83	-2 110 128,12

Compte	Libellé	31/12/2019	31/12/2018	Ecart
IMPOTS, TAXES ET VERS. ASSIMILES				
IMPOTS & TAXES SUR REMUNERATIONS				
631000	TAXES SUR LES SALAIRES NR	99 546,18	34 637,21	64 908,97
631004	TAXES SUR LES SALAIRES SIEGE	2 406 152,30	1 078 527,69	1 327 624,61
631009	TAXE SUR LES SALAIRES RECUPERABLE	115 206,76	44 582,28	70 624,48
631300	FORMATION CONTINUE NR	8 717,12	7 998,59	718,53
631304	FORMATION CONTINUE SIEGE	292 355,85	257 429,39	34 926,46
631309	FORMATION CONTINUE RECUPERABLE	11 037,08	10 495,25	541,83
633500	TAXE APPRENTISSAGE NR	5 515,48	5 056,51	458,97
633504	TAXE APPRENTISSAGE SIEGE	196 395,76	173 592,40	22 803,36
633509	TAXE APPRENTISSAGE RECUPERABLE	6 940,97	6 543,41	397,56
633800	CHARGES FISCALES SUR PROV CP IMM NR	240,55	-480,89	721,44
633804	CHARGES FISCALES SUR PROV CP SIEGE	21 063,60	9 040,99	12 022,61
633810	CHARGES FISCALES SUR PROV PAIE NR	-268,95	268,95	-537,90
633814	CHARGES FISCALES SUR PROV PAIE SIEG	100 116,00	985 625,96	-885 509,96
633819	CHARGES FISCALES SUR PROV PAIE NR	-806,84	806,84	-1 613,68
Total 2052/FX - Impôts, taxes et versements assimilés N		3 262 211,86	2 614 124,58	648 087,28
TOTAL IMPOTS & TAXES SUR REMUNERATIONS		3 262 211,86	2 614 124,58	648 087,28
AUTRES IMPOTS ET TAXES				
635090	TAXES DIVERSES NR	308 524,00	117 261,23	191 262,77
635094	TAXES DIVERSES SIEGE		-9 025,51	9 025,51
635100	IMPOTS FONCIERS NR	7 109 731,48	6 794 822,26	314 909,22
635108	IMPOTS FONCIERS REFACTURABLES	7 971 530,61	8 967 832,12	-996 301,51
635110	TAXE FONCIERE NR / EX ANT	-165 374,46	-34 365,00	-131 009,46
635114	CFE SIEGE	225 000,00	215 718,00	9 282,00
635130	TAXE SUR LES BUREAUX NR	934 992,07	513 658,18	421 333,89
635134	TAXE SUR LES BUREAUX SIEGE	-156 177,23	167 308,64	-323 485,87
635138	TAXE SUR LES BUREAUX REFACTURABLES	4 783 990,95	3 630 800,73	1 153 190,22
635139	TAXE SUR LES BUREAUX RECUPERABLES	6 019,00	5 867,00	152,00
635144	TAXES SUR LES VEHICULES SIEGE	7 860,75	16 780,00	-8 919,25
635150	TEOM NR	5 555,17	5 737,78	-182,61
635159	TEOM RECUP	3 824 142,51	3 926 162,07	-102 019,56
635160	TAXES DIVERSES EX ANT NR	1 507,12	12 426,22	-10 919,10
635164	TAXES DIVERSES EX ANT SIEGE	-129 411,34	-137 986,52	8 575,18
635188	IMPOTS LOCAUX REFACTURABLES		8 634,24	-8 634,24
635189	TAXE BALAYAGE RECUPERABLE	151 277,81	148 331,57	2 946,24
635190	FRAIS DE ROLE NR	136 205,81	136 707,25	-501,44
635199	FRAIS DE ROLE RECUP	140 169,71	180 468,42	-40 298,71
635334	CVAE	1 950 143,00	2 238 167,00	-288 024,00
635420	CONTRIBUTION SUR LES REVENUS LOCATI	2 335 023,08	2 353 814,43	-18 791,35
635434	DROITS ENREGIST ET TIMBRES SIEGE	15 761 216,00	9 477,00	15 751 739,00
637114	ORGANIC C3S	500 245,00	428 656,00	71 589,00
637124	CONTRIBUTION AGEFIPH SIEGE		-1 584,29	1 584,29
Total 2052/FX - Impôts, taxes et versements assimilés N		45 702 171,04	29 695 668,82	16 006 502,22

Compte	Libellé	31/12/2019	31/12/2018	Ecart
	TOTAL AUTRES IMPOTS ET TAXES	45 702 171,04	29 695 668,82	16 006 502,22
	TOTAL IMPOTS, TAXES ET VERS. ASSIMILES	48 964 382,90	32 309 793,40	16 654 589,50

Compte	Libellé	31/12/2019	31/12/2018	Ecart
CHARGES DE PERSONNEL				
SALAIRES ET TRAITEMENTS				
641000	SALAIRES GARDIENS NR	736 315,20	744 114,78	-7 799,58
641004	SALAIRES SIEGE	22 727 758,62	19 929 386,70	2 798 371,92
641009	SALAIRES GARDIENS RECUP	913 124,82	907 282,74	5 842,08
641100	INDEMNITES PREVOYANCE NR	371,04	526,33	-155,29
641104	INDEMNITES PREVOYANCE SIEGE	127 287,72	188 450,16	-61 162,44
641109	INDEMNITES PREVOYANCE RECUPERABLE	681,74	5 714,63	-5 032,89
641154	PENSIONS SIEGE	40 665,64	25 947,40	14 718,24
641210	CONGES PAYES NR	2 532,42	-5 062,18	7 594,60
641214	CONGES PAYES SIEGE	220 863,89	-225 988,31	446 852,20
641400	INDEMNITES & AVANTAGES NR	69 748,49	63 925,91	5 822,58
641404	INDEMNITES & AVANTAGES SIEGE	142 859,71	101 024,84	41 834,87
641409	INDEMNITES & AVANTAGES RECUP	16 087,82	2 530,12	13 557,70
641430	INDEMNITES DE LICENCIEMENT NR		67 562,37	-67 562,37
641434	INDEMNITES DE LICENCIEMENT SIEGE	988 567,00	2 973 771,92	-1 985 204,92
641439	INDEMNITES DE LICENCIEMENT RECUPERA		42 766,59	-42 766,59
641444	INDEMNITES FIN DE CARRIERE SIEGE	319 090,95	197 174,14	121 916,81
641460	INTERESSEMENT IMMEUBLES NR	291 590,23	226 735,37	64 854,86
641464	INTERESSEMENT SIEGE	769 180,92	2 110 350,38	-1 341 169,46
641469	INTERESSEMENT IMMEUBLES RECUP	36 285,53	28 888,89	7 396,64
644300	PRIMES ET GRATIFICATIONS NR	134 985,84	267 381,78	-132 395,94
644304	PRIMES ET GRATIFICATIONS SIEGE	4 412 652,21	4 417 277,60	-4 625,39
644309	PRIMES ET GRATIFICATIONS RECUP	12 156,41	27 872,82	-15 716,41
644404	AUTRES PRIMES SIEGE	20 276,00	14 898,00	5 378,00
644500	PRIME EXCEPTIONNELLE NR	48 000,00	52 700,00	-4 700,00
Total 2052/FY - Salaires et traitements N		32 031 082,20	32 165 232,98	-134 150,78
TOTAL SALAIRES ET TRAITEMENTS		32 031 082,20	32 165 232,98	-134 150,78
CHARGES SOCIALES				
645000	CHARGES SOCIALES SUR PROV CP IMM NR	1 162,65	-3 133,48	4 296,13
645004	CHARGES SOCIALES SUR PROV CP SIEGE	93 828,63	38 118,73	55 709,90
645010	CHARGES SOCIALES SUR PROV PAIE NR	-4 303,17	4 303,17	-8 606,34
645014	CHARGES SOCIALES SUR PROV PAIE SIEGE	836 265,65	3 324 879,17	-2 488 613,52
645100	U.R.S.S.A.F. NR	293 997,29	328 710,29	-34 713,00
645104	U.R.S.S.A.F. SIEGE	10 716 419,17	4 766 881,41	5 949 537,76
645109	U.R.S.S.A.F. RECUPERABLE	236 700,37	242 684,88	-5 984,51
645110	PROV FORFAIT SOCIAL NR	-3 131,28	62 250,52	-65 381,80
645114	PROV FORFAIT SOCIAL ADMIN	74 072,97	934 373,08	-860 300,11
645119	PROV FORFAIT SOCIAL R	-184,86	7 279,14	-7 464,00
645200	MUTUELLE PREVOYANCE NR	72 823,34	70 935,31	1 888,03
645204	MUTUELLE PREVOYANCE SIEGE	865 275,67	752 661,45	112 614,22
645209	MUTUELLE PREVOYANCE RECUPERABLE	7 564,67	8 399,32	-834,65
645300	RETRAITE NR	60 673,85	60 836,62	-162,77
645304	RETRAITE SIEGE	2 985 012,26	2 584 856,59	400 155,67

Compte	Libellé	31/12/2019	31/12/2018	Ecart
645309	RETRAITE RECUPERABLE	76 945,36	74 487,06	2 458,30
645400	A.S.S.E.D.I.C. NR	35 441,66	36 208,86	-767,20
645404	A.S.S.E.D.I.C. SIEGE	971 772,89	831 392,15	140 380,74
645409	A.S.S.E.D.I.C. RECUPERABLE	45 116,02	45 193,65	-77,63
647220	DOTATION CE NR	27 104,19	27 911,07	-806,88
647224	DOTATION CE SIEGE	433 087,70	374 368,47	58 719,23
647229	DOTATION CE RECUPERABLE	3 193,89	3 667,99	-474,10
647310	MEDAILLES DU TRAVAIL NR	4 165,54	1 641,59	2 523,95
647314	MEDAILLES DU TRAVAIL SIEGE	88 593,87	120 035,13	-31 441,26
647319	MEDAILLES DU TRAVAIL RECUPERABLE		4,44	-4,44
647460	ABONDEMENT IMMEUBLES NR	78 280,16	96 421,87	-18 141,71
647464	ABONDEMENT SIEGE	806 450,61	813 872,76	-7 422,15
647469	ABONDEMENT IMMEUBLES RECUP	8 419,84	13 376,14	-4 956,30
647500	MEDECINE DU TRAVAIL NR	6 661,90	6 797,48	-135,58
647504	MEDECINE DU TRAVAIL SIEGE	57 282,97	-57 846,85	115 129,82
647509	MEDECINE DU TRAVAIL RECUP	776,52	769,65	6,87
647714	RESTAURANT D'ENTREPRISE SIEGE	490 139,61	298 484,19	191 655,42
647800	PARTICIPATION TRANSPORT NR	49,44	335,95	-286,51
647804	PARTICIPATION TRANSPORT SIEGE	226 213,29	253 342,11	-27 128,82
647809	PARTICIPATION TRANSPORT RECUP	-49,44	-622,58	573,14
Total 2052/FZ - Charges sociales N		19 595 823,23	16 123 877,33	3 471 945,90
TOTAL CHARGES SOCIALES		19 595 823,23	16 123 877,33	3 471 945,90
AUTRES CHARGES DE PERSONNEL				
648000	REMBOURSEMENT GMC NR	-316,13	-1 655,19	1 339,06
648004	REMBOURSEMENT GMC SIEGE	-93 920,15	-137 211,93	43 291,78
648009	REMBOURSEMENT GMC RECUP	-948,36	-4 965,53	4 017,17
648104	AUTRES CHARGES DE PERSONNEL SIEGE	100 581,17	-1 765 894,51	1 866 475,68
649104	CHARGES SOCIALES DIVERSES SIEGE	7 526,50	8 843,81	-1 317,31
649904	CREDIT IMPOT CICE SIEGE	-1 838,38	-106 630,62	104 792,24
Total 2052/FZ - Charges sociales N		11 084,65	-2 007 513,97	2 018 598,62
TOTAL AUTRES CHARGES DE PERSONNEL		11 084,65	-2 007 513,97	2 018 598,62
TOTAL CHARGES DE PERSONNEL		51 637 990,08	46 281 596,34	5 356 393,74

Compte	Libellé	31/12/2019	31/12/2018	Ecart
DOTATIONS D'EXPLOITATION				
AMORTISSEMENTS IMMOBILISATIONS				
681004	DOT AMORT LOGICIELS	2 004 171,54	1 558 349,22	445 822,32
681114	DOT AMORT TITRES ET DROITS PARKING		1 877,61	-1 877,61
681310	DOT AMORT GROS OEUVRE	11 295 641,77	11 503 480,94	-207 839,17
681320	DOT AMORT COUVERTURE/FACADE	9 021 717,82	9 337 715,66	-315 997,84
681330	DOT AMORT IGT EQUIPEMENTS TECHNIQUE	15 684 422,15	16 606 399,53	-921 977,38
681340	DOT AMORT AGENCEMENTS FINITIONS	9 244 923,13	9 531 604,10	-286 680,97
681350	DOT AMORT PARTIES PRIVATIVES	8 605 999,60	7 484 756,03	1 121 243,57
681390	DOT AMORT COMPL / MISE AU REBUT	1 237 950,12	2 540 449,75	-1 302 499,63
681814	DOT AMORT AGENCEMENTS SIEGE	605 177,95	1 533 033,84	-927 855,89
681834	DOT AMORT MAT BUR SIEGE	37 750,00	62 608,69	-24 858,69
681840	DOT AMORT MOBILIER BUR IMMEUBLES	12 813,85	7 186,71	5 627,14
681844	DOT AMORT MOBILIER BUREAUX SIEGE	378 910,46	145 607,70	233 302,76
681854	DOT AMORT MATERIEL INFO SIEGE	1 621 725,61	850 989,15	770 736,46
681860	DOT AMORT MOBILIER APPT TEMOIN	13 014,53	13 014,53	
Total 2052/GA - DOTATIONS D'EXPLOITATION		59 764 218,53	61 177 073,46	-1 412 854,93
TOTAL AMORTISSEMENTS IMMOBILISATIONS		59 764 218,53	61 177 073,46	-1 412 854,93
TOTAL DOTATIONS D'EXPLOITATION		59 764 218,53	61 177 073,46	-1 412 854,93

Compte	Libellé	31/12/2019	31/12/2018	Ecart
DOTATIONS D'EXPLOITATION				
PROVISIONS SUR ACTIF CIRCULANT				
681710	DOT PROV CREANCES DIVERSES		288 282,00	-288 282,00
681720	DOT PROV CREANCES LOCATAIRE	1 091 344,96	914 613,13	176 731,83
Total 2052/GC - DOTATIONS D'EXPLOITATION		1 091 344,96	1 202 895,13	-111 550,17
TOTAL PROVISIONS SUR ACTIF CIRCULANT		1 091 344,96	1 202 895,13	-111 550,17
PROVISIONS POUR RISQUES & CHARGES				
681514	DOT PROV ENGAGEMENTS PERSONNEL	1 310 344,00	1 741 603,00	-431 259,00
681520	DOT PROV RISQUES & CHARGES	496 000,00	255 000,00	241 000,00
Total 2052/GD - DOTATIONS D'EXPLOITATION		1 806 344,00	1 996 603,00	-190 259,00
TOTAL PROVISIONS POUR RISQUES & CHARGES		1 806 344,00	1 996 603,00	-190 259,00
TOTAL DOTATIONS D'EXPLOITATION		2 897 688,96	3 199 498,13	-301 809,17

Compte	Libellé	31/12/2019	31/12/2018	Ecart
AUTRES CHARGES				
CHARGES DIV DE GESTION COURANTE				
651004	REDEVANCES CONCESSIONS BREVETS SIEG	19 555,23	43 577,19	-24 021,96
653014	JETONS DE PRESENCE SIEGE	322 000,00	480 917,00	-158 917,00
654410	CREANCES IRRECOUVRABLES HORS TVA NR	279 378,14	607 590,85	-328 212,71
654411	CREANCES IRRECOUVRABLES TVA	40 164,60	36 165,72	3 998,88
654510	RENTRES/CREANCES AMORTIES IMM	-50 052,76	-62 552,78	12 500,02
658000	CHARGES DIV GESTION COURANT IMM NR	-3 146,32	96 257,97	-99 404,29
658004	CHARGES DIV GESTION COURANT SIEGE	4 073,89	55,87	4 018,02
658100	INDEMNITES ET PENALITES IMM NR	2 243 712,94	270 636,03	1 973 076,91
658104	INDEMNITES ET PENALITES SIEGE	5 154,50	4 749,00	405,50
658214	AMENDES PENALES SIEGE	75,00	14 492,02	-14 417,02
Total 2052/GE - Autres charges N		2 860 915,22	1 491 888,87	1 369 026,35
TOTAL CHARGES DIV DE GESTION COURANTE		2 860 915,22	1 491 888,87	1 369 026,35
TOTAL AUTRES CHARGES		2 860 915,22	1 491 888,87	1 369 026,35

Compte	Libellé	31/12/2019	31/12/2018	Ecart
CHARGES FINANCIERES				
DOTATIONS SUR AMORT DEPREC ET PROVISIONS				
686100	DOTATION AMORT PRIME REMBT OBLIGATI	7 097 231,79	5 317 501,04	1 779 730,75
686500	DOT PROV RISQUES & CHG FINANCIERS	272 571,00	432 148,00	-159 577,00
686530	DOT PROV. RISQ ET CHGES / IF	124 927,00		124 927,00
686600	DOT PROV DEP TITRES DE PARTICIPATIO	216 443,00	6 195 848,00	-5 979 405,00
686610	DOT PROV DEP AVANCES LT ET PRETS	1 166 406,00		1 166 406,00
686620	DOT PROV. DEP. TIAP	753 031,00		753 031,00
Total 2052/GQ - Dotations financières aux amortissements et provisions N		9 630 609,79	11 945 497,04	-2 314 887,25
TOTAL DOTATIONS SUR AMORT DEPREC ET PROVISIONS		9 630 609,79	11 945 497,04	-2 314 887,25
INTERETS ET CHARGES ASSIMILEES				
661000	PERTES SUR PARTICIPATIONS	25 197 211,61	32 957 093,54	-7 759 881,93
661110	INTERETS EMPRUNTS OBLIGATAIRES	89 685 247,50	89 570 096,75	115 150,75
661161	CHARGES D'INTERETS EMPRUNTS	-4 177 783,17	752 439,42	-4 930 222,59
668000	AUTRES CHARGES FINANCIERES	9 776,00	4 343 000,00	-4 333 224,00
668200	COUTS DE RUPTURE ET SOULTES	18 396 000,00		18 396 000,00
668210	PRIMES SUR INSTRUMENTS DE COUVERTUR	2 122 815,28	2 401 186,00	-278 370,72
668300	MALI DE FUSION	3 288 823,27		3 288 823,27
Total 2052/GR - Intérêts et charges assimilées N		134 522 090,49	130 023 815,71	4 498 274,78
TOTAL INTERETS ET CHARGES ASSIMILEES		134 522 090,49	130 023 815,71	4 498 274,78
DIFFERENCES NEGATIVES DE CHANGE				
666000	PERTES DE CHANGE	44 011,81		44 011,81
Total 2052/GS - Différences négatives de change N		44 011,81		44 011,81
TOTAL DIFFERENCES NEGATIVES DE CHANGE		44 011,81		44 011,81
TOTAL CHARGES FINANCIERES		144 196 712,09	141 969 312,75	2 227 399,34

Compte	Libellé	31/12/2019	31/12/2018	Ecart
CHARGES EXCEPTIONNELLES				
CHARGES EXCEPT EN CAPITAL				
675210	VNC IMMO CORPORELLES CEDEES	241 432 824,74	103 579 653,24	137 853 171,50
675211	VNC MALI TECHNIQUE IMMO CORPORELLES	34 111 263,77	7 199 801,06	26 911 462,71
675212	COMMISSIONS SUR CESSIONS HORS GROUP	1 686 793,95	1 543 027,50	143 766,45
675213	TRAVAUX POUR VENTE	1 767 495,99	1 996 174,26	-228 678,27
675214	AUTRES FRAIS DE CESSIONS	4 729 249,93	3 386 944,91	1 342 305,02
675215	COMMISSIONS / CESSIONS LOCARE	1 914 982,80	2 788 902,96	-873 920,16
678830	MALI RACHAT ACTIONS ET OBLIGATIONS	13 672 976,00	760 828,09	12 912 147,91
Total 2053/HF - Charges exceptionnelles sur opérations en capital N		299 315 587,18	121 255 332,02	178 060 255,16
TOTAL CHARGES EXCEPT EN CAPITAL		299 315 587,18	121 255 332,02	178 060 255,16
DOT EXCEPT AUX AMORT DEPREC & PROVISIONS				
687600	DOT PROV DEPRECIATION IMMEUBLES	188 140,00	2 885 680,00	-2 697 540,00
Total 2053/HG - Dotations exceptionnelles aux amortissements et provisions		188 140,00	2 885 680,00	-2 697 540,00
TOTAL DOT EXCEPT AUX AMORT DEPREC & PROVISIONS		188 140,00	2 885 680,00	-2 697 540,00
TOTAL CHARGES EXCEPTIONNELLES		299 503 727,18	124 141 012,02	175 362 715,16

Compte	Libellé	31/12/2019	31/12/2018	Ecart
PARTICIPATION SALARIES EXPANSION				
PARTICIPATION SALARIES EXPANSION				
691000	PARTICIPATION SALARIES IMM NR	46 297,79	33 656,87	12 640,92
691004	PARTICIPATION SALARIES SIEGE	3 175 550,95	724 820,50	2 450 730,45
691009	PARTICIPATION SALARIES RECUP	5 516,38	4 508,15	1 008,23
Total 2053/HJ - Participation des salariés aux résultats de l'entreprise N		3 227 365,12	762 985,52	2 464 379,60
TOTAL PARTICIPATION SALARIES EXPANSION		3 227 365,12	762 985,52	2 464 379,60
TOTAL PARTICIPATION SALARIES EXPANSION		3 227 365,12	762 985,52	2 464 379,60

Compte	Libellé	31/12/2019	31/12/2018	Ecart
IMPOTS SUR LES BENEFICES				
IMPOTS SUR LES BENEFICES				
695010	IMPOT SUR LES SOCIETES		-66 410,00	66 410,00
699034	AUTRES CREDIT IMP(FAMILLE,APPRENT)	-41 520,00	-110 777,00	69 257,00
Total 2053/HK - Impôt sur les bénéfices N		-41 520,00	-177 187,00	135 667,00
TOTAL IMPOTS SUR LES BENEFICES		-41 520,00	-177 187,00	135 667,00
TOTAL IMPOTS SUR LES BENEFICES		-41 520,00	-177 187,00	135 667,00
TOTAL GÉNÉRAL		720 916 085,81	522 105 952,13	198 810 133,68

Detail des comptes - Produits

GEC - GECINA
16 r. des Capucines
75002 PARIS

Edité le
Par

07/02/2020
Renand Fabrice

Compte	Libellé	31/12/2019	31/12/2018	Ecart
CHIFFRES D'AFFAIRES NET				
701010	LOYERS HABITATIONS	-94 814 540,31	-94 275 462,22	-539 078,09
701011	LOYERS HABITATIONS TVA	-13 132,91	-15 781,17	2 648,26
703010	LOYERS BUREAUX	-2 392 759,89	-2 343 563,96	-49 195,93
703011	LOYERS BUREAUX TVA	-120 631 854,74	-125 875 855,47	5 244 000,73
703021	LOYERS BUREAUX GROUPE TVA		-117 837,03	117 837,03
704010	LOYERS COMMERCES	-647 033,31	-725 331,82	78 298,51
704011	LOYERS COMMERCES TVA	-21 899 184,39	-21 355 715,84	-543 468,55
706010	LOYERS GARAGES PARKINGS	-2 752 455,97	-2 779 476,56	27 020,59
706011	LOYERS GARAGES PARKINGS TVA	-1 700 526,84	-1 779 410,16	78 883,32
706020	LOYERS GARAGES PARKINGS IE	-662 988,43	-647 698,63	-15 289,80
706021	LOYERS GARAGES PARKINGS IE TVA	-7 639 552,66	-7 454 705,67	-184 846,99
706031	LOYERS PARKINGS GROUPE TVA	-2 097 373,83	-2 303 931,46	206 557,63
706300	DROIT D'ENTREE-PAS DE PORTE	-207 777,78	-207 777,78	
708010	IND RESIL° ANTICIPEE BUR		-681 540,30	681 540,30
708011	IND RESIL° ANTICIPEE BUR TVA	-1 353 679,96	-787 085,70	-566 594,26
708020	INDEMNITES OCCUPAT°/RESILIAT° ANT	-11 760,00		-11 760,00
708030	LOYERS DIVERS HAB	-1 589,86	-1 658,93	69,07
708031	LOYERS DIVERS HAB TVA	-9 086,59		-9 086,59
708040	LOYERS DIVERS IE	-834 486,86	-767 954,62	-66 532,24
708041	LOYERS DIVERS IE TVA	-1 761 922,28	-1 640 233,82	-121 688,46
709110	RRR LOYERS HABITATIONS	27 883,43	10 369,94	17 513,49
709310	RRR LOYERS BUREAUX	2 928,67	-308 726,00	311 654,67
709311	RRR LOYERS BUREAUX TVA	20 963 683,88	12 199 791,86	8 763 892,02
709410	RRR LOYERS COMMERCES		41 593,67	-41 593,67
709411	RRR LOYERS COMMERCES TVA	1 030 844,02	120 121,90	910 722,12
709610	RRR LOYERS PARKING GARAGE	66,34	1 076,39	-1 010,05
709611	RRR LOYERS PARKING GARAGE TVA	243,11		243,11
709620	RRR LOYERS PARKING GARAGE IE		-23 124,00	23 124,00
709621	RRR LOYERS PARKING GARAGE IE TVA	313 605,97	597 520,25	-283 914,28
709631	FRANCHISE LOYERS PARKING GROUPE IE	129 288,43	167 110,48	-37 822,05
709841	RRR LOYERS DIVERS IE TVA	93 666,34	163 200,25	-69 533,91
Total 2052/FG - CHIFFRES D'AFFAIRES NET		-236 869 496,42	-250 792 086,40	13 922 589,98
TOTAL		-236 869 496,42	-250 792 086,40	13 922 589,98
TOTAL CHIFFRES D'AFFAIRES NET		-236 869 496,42	-250 792 086,40	13 922 589,98

Compte	Libellé	31/12/2019	31/12/2018	Ecart
AUTRES PRODUITS D'EXPLOITATION				
AUTRES PRODUITS				
708800	AUTRES PRODUITS ACTIVITES ANNEXES	-11 812,88	-3 166,56	-8 646,32
708801	AUTRES PRODUITS ACTIVITES ANNEXE TV	-413 496,87	-66 456,88	-347 039,99
708821	PRESTATIONS SERVICES GROUPE	-27 586 375,72	-48 701 033,27	21 114 657,55
708831	AUTRES FACTURATIONS GROUPE		-11 183,89	11 183,89
708861	PRESTATIONS SERVICES GROUPE	-29 439 989,00		-29 439 989,00
758100	INDEMNITES PENALITES PERCUES	-113 313,61	-1 236 257,05	1 122 943,44
758800	PRODUITS DIVERS GEST*COURANTE IMMEU	-93,81	-150 384,84	150 291,03
758804	PRODUITS DIVERS GEST*COURANTE SIEGE	-95 179,02	-87 183,74	-7 995,28
Total 2052/FQ - AUTRES PRODUITS D'EXPLOITATION		-57 660 260,91	-50 255 666,23	-7 404 594,68
TOTAL AUTRES PRODUITS		-57 660 260,91	-50 255 666,23	-7 404 594,68
TOTAL AUTRES PRODUITS D'EXPLOITATION		-57 660 260,91	-50 255 666,23	-7 404 594,68

Compte	Libellé	31/12/2019	31/12/2018	Ecart
AUTRES PRODUITS D'EXPLOITATION				
REPRISES SUR PROVISIONS				
781514	REP PROV ENGTS PERSONNEL	-102 193,00	-1 625 720,00	1 523 527,00
781520	REP PROV RISQ CHARG EXPLOITATION IM	-20 000,00	-1 031 000,00	1 011 000,00
781524	REP PROV RISQ CHARG EXPLOITATION SI	-30 000,00	-769 327,00	739 327,00
781710	REP PROV CREANCES DIVERSES	-480 000,00	-4 767,00	-475 233,00
781720	REP PROV LOCATAIRES DOUTEUX	-826 173,69	-1 484 470,34	658 296,65
Total 2052/FP - AUTRES PRODUITS D'EXPLOITATION		-1 458 366,69	-4 915 284,34	3 456 917,65
TOTAL REPRISES SUR PROVISIONS		-1 458 366,69	-4 915 284,34	3 456 917,65
TRANSFERTS DE CHARGES				
791110	TRANSFERT CHARGES EXPLOTATION		769 327,00	-769 327,00
791210	REMBT SINISTRES IMMEUBLES	-322 921,58	-243 013,35	-79 908,23
791214	REMBT SINISTRES SIEGE	-1 802,76		-1 802,76
Total 2052/FP - AUTRES PRODUITS D'EXPLOITATION		-324 724,34	526 313,65	-851 037,99
TOTAL TRANSFERTS DE CHARGES		-324 724,34	526 313,65	-851 037,99
REMBOURSEMENTS CHARGES LOCATIVES				
791300	CHARGES QP VACANCE	3 722 014,63	2 833 219,66	888 794,97
791400	APUREMENT CHARGES REGUL*	31 761,42	10 526,48	21 234,94
791410	APUREMENT CHARGES EX ANT	1 050 429,63	1 232 250,04	-181 820,41
792000	AVANTAGES EN NATURE NR	-177 501,23	-140 952,18	-36 549,05
792009	AVANTAGES EN NATURE RECUPERABLE	-8 548,54	-8 632,70	84,16
792011	FORFAIT CHARGES MAD TVA	-110 000,00		-110 000,00
792100	PROVISIONS POUR CHARGES	-13 444 279,40	-13 686 414,65	242 135,25
792101	PROVISIONS POUR CHARGES TVA	-18 400 267,42	-20 112 572,57	1 712 305,15
792110	FORFAIT CHARGES	-15,00		-15,00
792121	FORFAIT ELECTRICITE TVA	-102,17		-102,17
792128	CHARGES REFACT À REGULARISER	-1 763,07	-7 785,60	6 022,53
792129	CHARGES RECUP À REGULARISER	-1 996 985,39	-2 206 173,85	209 188,46
792130	RECUPERATION CRL	-14 144,46	-11 404,86	-2 739,60
792140	PROVISIONS FLUIDES	848,31	544,25	304,06
792151	RECUPERATION HONORAIRES TVA	-2 379 058,46	-2 459 755,66	80 697,20
792160	REFACTURATION EAU FROIDE	107,00	-66 882,24	66 989,24
792170	REFACTURATION EAU CHAUDE	9 368,72	-618 548,15	627 916,87
792200	RECUPERATION TAXES FONCIERES	-43 688,09	-23 734,94	-19 953,15
792201	RECUPERATION TAXES FONCIERES TVA	-7 853 110,35	-8 880 275,05	1 027 164,70
792300	RECUPERATION TAXES BUREAUX	-153 395,17	-204 012,56	50 617,39
792301	RECUPERATION TAXES BUREAUX TVA	-4 616 954,74	-3 480 793,34	-1 136 161,40
792311	RECUPERATION TAXES DE BALAYAGE TVA		-8 634,24	8 634,24
792400	RECUPERATION DIVERSES	-104 173,50	-168 702,33	64 528,83
792401	RECUPERATION DIVERSES TVA	-858 785,48	-1 832 425,95	973 640,47
792501	PROVISIONS POUR CHARGES GROUPE TVA	-36 887,44	-45 655,66	8 768,22
792511	RECUPERATION HONORAIRES GROUPE TVA	-6 882,29	-6 406,70	-475,59
792521	RECUPERATION TAXES FONCIERES GROUPE	-72 969,50		-72 969,50
792531	RECUPERATION TAXES BUREAUX GROUPE T	-13 640,64	-2 031,36	-11 609,28

Compte	Libellé	31/12/2019	31/12/2018	Ecart
Total 2052/FP - AUTRES PRODUITS D'EXPLOITATION		-45 478 622,63	-49 895 254,16	4 416 631,53
TOTAL REMBOURSEMENTS CHARGES LOCATIVES		-45 478 622,63	-49 895 254,16	4 416 631,53
TOTAL AUTRES PRODUITS D'EXPLOITATION		-47 261 713,66	-54 284 224,85	7 022 511,19

Compte	Libellé	31/12/2019	31/12/2018	Ecart
PRODUITS FINANCIERS				
PRODUITS FINANCIERS PARTICIPATION				
761100	PRODUITS PARTICIPATIONS	-64 573 880,54	-41 222 052,51	-23 351 828,03
Total 2052/GJ - Produits financiers de participation N		-64 573 880,54	-41 222 052,51	-23 351 828,03
TOTAL PRODUITS FINANCIERS PARTICIPATION		-64 573 880,54	-41 222 052,51	-23 351 828,03
PROD. VAL MOBILIERES ET CREANCES				
762100	REVENUS DES TITRES (DIVIDENDES)	-278 331 116,18	-187 711 580,89	-90 619 535,29
762110	REVENUS DES OBLIGATIONS	-31 824 010,01	-29 661 096,79	-2 162 913,22
Total 2052/GK - Produits des autres valeurs mobilières et créances de l'actif i		-310 155 126,19	-217 372 677,68	-92 782 448,51
TOTAL PROD. VAL MOBILIERES ET CREANCES		-310 155 126,19	-217 372 677,68	-92 782 448,51
AUTRES INTERETS & PROD ASSIMILES				
768010	INTERETS RETARDS	-490,77	-970,32	479,55
768174	INTERETS CREANCES GROUPE	-65 553 661,30	-64 089 747,25	-1 463 914,05
768800	AUTRES PRODUITS FINANCIERS	-75 187,36	-550 931,39	475 744,03
Total 2052/GL - Autres intérêts et produits assimilés N		-65 629 339,43	-64 641 648,96	-987 690,47
TOTAL AUTRES INTERETS & PROD ASSIMILES		-65 629 339,43	-64 641 648,96	-987 690,47
REPRISES SUR PROV DEPREC ET TRANSF CHARGE				
786500	REPRISES PROV. RISQUES & CHG FINANC		-159 380,00	159 380,00
786600	REP PROV DEP TITRES DE PARTICIPATIO	-4 222 688,00	-10 100 903,00	5 878 215,00
Total 2052/GM - Reprises sur provisions et transferts de charges N		-4 222 688,00	-10 260 283,00	6 037 595,00
TOTAL REPRISES SUR PROV DEPREC ET TRANSF CHARGE		-4 222 688,00	-10 260 283,00	6 037 595,00
TOTAL PRODUITS FINANCIERS		-444 581 034,16	-333 496 662,15	-111 084 372,01

Compte	Libellé	31/12/2019	31/12/2018	Ecart
PRODUITS EXCEPTIONNELS				
PRODUITS EXCEPT EN CAPITAL				
775210	PRODUITS CESSION IMMEUBLES	-509 925 400,00	-240 382 451,00	-269 542 949,00
775810	PRODUITS CESSION AUTRES IMMOS	-2 709,95	-32 929,21	30 219,26
777110	QUOTE PART SUBVENT EQUIP VIR/RES	-206 336,00	-205 087,38	-1 248,62
778800	PRODUITS EXCEPTIONNELS	-30 000 000,00	-59 001 137,07	29 001 137,07
Total 2053/HB - Produits exceptionnels sur opérations en capital N		-540 134 445,95	-299 621 604,66	-240 512 841,29
TOTAL PRODUITS EXCEPT EN CAPITAL		-540 134 445,95	-299 621 604,66	-240 512 841,29
REPRISES PROV DEPREC & TRANSF DE CHARGES				
787600	REP PROV DEPRECIATION IMMEUBLES	-14 005 310,00	-1 649 410,00	-12 355 900,00
Total 2053/HC - Reprises sur provisions et transferts de charges N		-14 005 310,00	-1 649 410,00	-12 355 900,00
TOTAL REPRISES PROV DEPREC & TRANSF DE CHARGES		-14 005 310,00	-1 649 410,00	-12 355 900,00
TOTAL PRODUITS EXCEPTIONNELS		-554 139 755,95	-301 271 014,66	-252 868 741,29
TOTAL GÉNÉRAL		-1 340 512 261,10	-990 099 654,29	-350 412 606,81

Appendix 1.5.2

Estimated financial statements of GEC 25 as of February 19, 2020

In €

Cash & equiv.	2,000	Share capital (2,000 shares at €1 each)	2,000
Total assets	2,000	Total liabilities	2,000

The value of one GEC 25 share is €1.

Appendix 1.6

Market value of the Contributed Business and of the Beneficiary on January 2, 2020

Market value of the Contributed Business

In €	Value as of January 2, 2020
Net assets contributed	81,679,735
Net book value of the properties	1,208,325,333
Of which land	716,985,451
Of which technical losses	82,451,238
Of which Buildings	408,888,644
Market value of the properties	3,046,119,218
Unrealized capital gains on properties	1,837,793,885
Cancellation of prepaid expenses	(515,086)
Cancellation of prepaid income	238,709
Market value of the Contributed Business	1,919,197,243
Market value (rounded)	1,919,200,000

Market value of the Beneficiary

The value of 1 share of GEC 25 is €1 (i.e., for 2,000 shares a total value of €2,000) on the date of this Contribution Agreement.

As a result, assuming the completion of the Share Capital Reduction described in Article A.2.2. of this Contribution Agreement, for the purposes of the remuneration of the Contribution, the Beneficiary will, on the Completion Date, issue 1,919,200,000 new shares as remuneration for the Contributed Business.

Appendix 2.1.2(i).1

Entire real estate properties and/or units included in a preliminary sale agreement, excluded from the Contributed Business

Asset Code	City Post Code	Address	Land Registry Reference	Co-ownership Lot Ref
247	Versailles 78000	Petite place - 7/9, rue Sainte-Anne - 6, rue Madame - 20, rue du Peintre Le Brun	Section AE Nos 334, 480 (Vol 2 to 4) and 354 (Vol 2)	25-419-597-227
294	Preveessin – Moens 01280	La Bretonnière - Route de Mategnin - Le Cottage mail du Neutrino	Section AP No. 76 (in PP - parking) Section AP No. 75 (co-ownership)	618-715-866
451	Levallois-Perret 92300	136/140, rue Aristide Briand	Section Q No. 272	546
466	Paris - 15th arr. 75015	39, rue de Vouillé	Section AG No. 40	34-397-338
631	Paris - 20th arr. 75002	6 bis, rue Bachaumont	Section AK No. 16	7-24
641	Paris - 18th arr. 75018	40, rue des Abbesses	Section AS No. 144	5-50
654	Paris - 20th arrondissement 75020	19/21, rue d'Annam	Section CC No. 23	57-86-131
909	Paris 15th arr. 75015	27, rue Balard	Section FV No. 166 Volumes No. 5 (residential) and 10 (parking)	1022
A93	Lyon 2nd arr. 69002	1/3 and 12/22, cours Bayard – 44, rue Quivogne	Section BD No. 71	5-49-64-66

Appendix 2.1.2(i).2

Isolated residual units used mainly as cellars or parking lots, excluded from the Contributed Business

Référence	Adresse du bien	Compteur actif	Vénale Hors Droits (k€)	Nb appart & chambres locatifs	Surface habitation (m²)	Surfaces Bureaux (m²)	Surface commerces (m²)	Surface lots divers (m²)	Surface Immeubles (m²)	Nb parkings
827	13 MARSEILLE - Avenue P'erland ponty	1	7	0	-	-	-	62	62	-
839	14 GIBERVILLE - Giberville (terrain)	1	85	0	-	-	-	999	999	-
832	45 OLIVET - 2107, rue de la Source	1	7	0	-	-	-	-	-	17
837	59 CROIX - 1-21, rue Holden	1	0	0	-	-	-	4	4	-
836	59 LILLE - Parc St-Maur	1	0	0	-	-	-	13	13	2
809	69 VILLEURBANNE - 73, rue du 1er mars 1943	1	0	0	-	-	-	-	-	5
826	75 PARIS - 2 villa d'Este	1	1	0	-	-	-	-	-	1
897	75 PARIS - 25 29, rue des Lilas	1	1	0	-	-	-	1	1	1
874	75 PARIS - 82, bd Massena	1	4	0	-	-	14	-	14	-
875	75 PARIS - 84, bd Massena	1	0	0	-	-	30	-	30	-
306	75 PARIS - 9, Cité Vaneau	1	0	0	-	-	-	3	3	-
838	77 LE MEE SUR SEINE - 349 av de la Liberation	1	0	0	-	-	-	3	3	-
802	78 BOIS D'ARCY - 2 RUE TOULOUSE LAUTREC	1	1	0	-	-	-	6	6	2
889	78 BOIS D'ARCY - Lotissement Croix Bois d'Arcy	1	51	0	-	-	-	-	-	45
752	78 SAINT GERMAIN EN LAYE - 31/47, rue Saint Fiacre (terrain)	1	0	0	-	-	-	267	267	-
831	78 TRIEL SUR SEINE - 207, avenue Paul Doumer	1	0	0	-	-	-	999	999	1
830	91 MASSY - 1 allée Marcel Cerdan	1	0	0	-	-	-	0	0	-
891	91 MASSY - Residence du Bon Puits	1	0	0	-	-	-	2	2	-
899	95 ARGENTEUIL - Place Alessandna	1	0	0	-	-	-	15	15	-
822	95 ARGENTEUIL - Tour Sannois	1	1	0	-	-	-	25	25	-
Total		20	159	0	-	-	44	2 399	2 443	74

Appendix 2.1.2(iii).1

Non-Transferred Intellectual Property Rights

See Appendix 1 of the licensing agreement, the draft of which appears in Appendix 2.1.2(iii).2

Appendix 2.1.2(iii).2

Draft licensing agreement for Non-Transferred Intellectual Property Rights

DRAFT TRADEMARK LICENSE AGREEMENT

by and between

GECINA

(Paris Trade and Companies Registry No. 592 014 476)

and

GEC 25

(Paris Trade and Companies Registry No. 880 266 218)

dated February 19, 2020

DRAFT TRADEMARK LICENSE AGREEMENT

BY AND BETWEEN THE UNDERSIGNED:

1. **Gecina**, a French limited liability company (*société anonyme*) with a share capital of €573,076,950, with registered office located at 14-16, rue des Capucines, 75002 Paris, France, and registered with the Paris Trade and Companies Registry under number 592 014 476, represented by Ms. Méka Brunel, Chief Executive Officer, duly authorized for the purposes hereof,

Hereinafter the “**Licensor**” or “**Gecina**,”

on the one hand,

AND:

2. **GEC 25**, a French simplified limited liability company (*société par actions simplifiée*) with a share capital of €2,000, with registered office located at 16, rue des Capucines, 75002 Paris, France, and registered with the Paris Trade and Companies Registry under number 880 266 218, represented by its President, Gecina, itself represented by its Chief Executive Officer, Ms. Méka Brunel, duly authorized for the purposes hereof,

Hereinafter the “**Licensee**” or “**GEC 25**,”

on the other hand,

The Licensor and the Licensee are hereinafter referred to jointly as the “**Parties**” or individually as a “**Party**.”

WHEREAS:

1. Gecina is a limited liability company (*société anonyme*) incorporated in France, which main corporate purpose is the operation of rental real estate properties or groups of rental real estate properties located in France or abroad, including the acquisition of holdings in any companies or organizations which business activities are related with its corporate purpose through the contribution, subscription, purchase or exchange of securities or company rights or otherwise. The shares issued by Gecina are listed for trading on the regulated market Euronext Paris regulated market (compartment A). In 2003, Gecina opted for the French listed real estate investment trust (SIIC) regime.
2. 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.
3. 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).
4. In order to be able to accelerate the development of this asset class, considered as strategic, and to attract leading investors, on February 19, 2020, the Board of Directors of Gecina approved a draft contribution agreement under the terms of which Gecina would transfer its residential business ("**Residential Business**") by means of a partial asset contribution governed by the French legal regime for spin-offs for the benefit of its wholly owned subsidiary, GEC 25 (a French simplified limited liability company (*société par actions simplifiée*) that opted for the SIIC-subsidiary regime defined by Article 208 C II of the French *Code général des impôts*), such contribution being remunerated by the allocation to Gecina of newly issued ordinary shares of GEC 25 (the "**Contribution**"). To this end, the Parties entered into a draft contribution agreement dated February 19, 2020 (the "**Draft Contribution Agreement**").
5. The Draft Contribution Agreement provides that Gecina shall transfer to GEC 25 all of its assets and liabilities, rights and obligations of any kind forming the Residential Business as they exist on the Contribution completion date, except for those specifically excluded under Article 2.1.2 of the Draft Contribution Agreement.
6. Article 2.1.2 of the Draft Contribution Agreement provides that the intellectual property rights held by Gecina and related to the Residential Business shall be among the specific items excluded from the Contribution as they are jointly used by other business segments belonging to Gecina or to other companies in its group. The Draft Contribution Agreement also provides that Gecina and GEC 25 shall enter into a license agreement relating to the afore-mentioned intellectual property rights not transferred under the Contribution and taking effect on the Contribution completion date.
7. Gecina is the owner of a number of trademark registration applications and trademarks in France and the European Union relating to the "YOU FIRST" trademark described in Appendix 1 (hereinafter the "**Trademarks**"). Pursuant to the provisions of the Draft Contribution Agreement, Gecina wishes to grant to its subsidiary, GEC 25, an operating license for the Trademarks subject to the condition precedent of the completion of the Contribution and with effect from the Contribution completion date, in order to enable GEC 25 to use them in the context of the Residential Business.
8. The Contribution is expected to be completed on April 23, 2020 following and subject to the decision of the general meeting of GEC 25 to approve the Contribution, in accordance with Article 1.3 of the Draft Contribution Agreement

9. In view of said Contribution and subject to the condition precedent of its completion, the Parties decided to enter into this agreement for the purposes of defining the terms and conditions of the license.

NOW THEREFORE IT HAS BEEN AGREED AS FOLLOWS:

Article 1. Trademark license

- 1.1 Gecina hereby grants to the Licensee, which so accepts, for the term of this agreement, a non-exclusive license to use the Trademarks, in all countries in which the Trademarks are registered or in the process of being registered (the “Territory”), as set forth in Appendix 1, for the products and services referred to in Appendix 2. At the request of GEC 25, Gecina may add to or withdraw from the list of Trademarks appearing in Appendix 1 that are covered by the license trademark applications and trademarks as well as products and services in the list appearing in Appendix 2, upon notification to GEC 25.
- 1.2 The Licensee agrees to use the Trademarks on an exclusive basis by adding the word “Résidence” (which may also be spelled without the acute accent on the first “e” and written in whole or in part, in lower or upper case, in verbal or semi-figurative form). As an exception to the above, the Licensee may, after obtaining Gecina’s written approval and under circumstances jointly defined by the Parties, use the Trademarks without the addition of the word “Résidence” or with the addition to it of other words.
- 1.3 The Licensee agrees to comply with the Licensor’s instructions regarding maintaining the quality of the products and services in order to safeguard the image of the Trademarks.
- 1.4 The Licensee may sub-license the Trademarks licensed herein to (i) any of the Licensor’s subsidiaries (within the meaning of Article L. 233-3 of the French *Code de commerce*), and (ii) with the prior written consent of the Licensor, to the Licensor’s subcontractors and any joint venture in which the Licensor holds 20% or more of the share capital (collectively, the “Sub-Licensees”) The Licensee shall, however, remain liable vis-à-vis Gecina for the proper performance of this agreement by the Sub-Licensees and in particular the maintenance of the quality of the products and services to uphold the image with which the Trademarks are associated.
- 1.5 The Licensee agrees not to claim any ownership over the Trademarks or to constitute or attempt to constitute within the Territory any intellectual property rights whatsoever over trademarks that are identical or similar to the Trademarks, or more generally likely to create confusion with the Trademarks.
- 1.6 The Licensee agrees to refrain from filing, itself or through an intermediary, in any country whatsoever, without the prior written consent of the Licensor, a trademark that includes in whole or in part any element of the Trademarks that may lead to a risk of confusion
- 1.7 The Licensee agrees to use the Trademarks in a serious manner for the products and services referred to in Appendix 2 and to collect evidence of such use in order that none of the Trademarks shall be exposed to revocation for non-use in respect of these products and services in the Territory.

Article 2. Royalties

As the licensed Trademarks are newly created trademarks, the Licensee agrees to pay Gecina a fixed annual royalty equal to €1,000 (one thousand euros) before tax, in addition to which the Licensee agrees to pay:

- i) a contribution to the Trademarks’ filing costs incurred by Gecina in proportion to its gross rental income before tax relative to that of all companies in the Gecina group;

- ii) its own costs of developing the Trademarks covered by this agreement, if applicable;
- iii) a contribution to the Trademarks' development costs that could be incurred by Gecina at a later date, in proportion to its gross rental income before tax relative to that of all companies in the Gecina group.

The Parties agree that the amount before tax of the costs borne annually by the Licensee referred to in paragraphs ii) and iii) above may not exceed 0.25% of the total pre-tax amount of the Licensee's gross annual rental income.

Article 3. Term

- 3.1 Subject to Article 4 of this agreement, this license is granted for a ten (10) year term as from the Contribution completion date, corresponding to the date of the general meeting of GEC 25 held to approve the Contribution, the effective date of this agreement. At the end of this term and unless terminated by one of the Parties with six (6) months' notice delivered to the other Party, this agreement shall be renewed by tacit agreement for successive three (3) year terms. During these successive terms, any of the Parties may terminate this agreement by delivering notice, subject to compliance with the six (6) months' notice period.

Article 4. Termination

- 4.1 Each of the Parties shall have the right to terminate the agreement in the event of sufficiently serious non-performance by the other Party of its obligations, two (2) months after sending notice of failure to comply with said obligations, if such non-performance has not been cured within this period.
- 4.2 The cancellation, expiration or revocation of one Trademark shall not affect the validity of this agreement which shall remain valid, between the Parties, with respect to the other Trademarks. Royalties received before the date on which a trademark ceases to be effective shall remain inured to Gecina.

Article 5. Intuitu Personae

- 5.1 This license is granted to the Licensee on a strictly personal basis. The Licensee may therefore not assign or otherwise transfer its rights and obligations under the terms of the license in any manner whatsoever without the express written consent of Gecina.

Article 6. Formalities

- 6.1 Full authority is given to the bearer of a copy of this agreement to request or carry out all formalities, registrations, publications, filings, listings and mentions anywhere and in any administrative authority necessary.
- 6.2 The Licensee may, at its own expense, register the agreement in the relevant registers, including with the INPI and EUIPO.

Article 7. Disclaimer of Trademark Liability and Enforcement

- 7.1 The Parties agree that Gecina shall not incur any liability as a result of the use of the Trademarks by the Licensee and that all warranties in fact or in law resulting therefrom shall be expressly excluded from this agreement.
- 7.2 In the event that a third party engages in acts of infringement or unfair competition that adversely affect the Trademarks, the Party that becomes aware of such acts shall be under the obligation to inform the other Party of this immediately and in writing, indicating the name of

the third party, the nature and circumstances of the acts in question and providing documentation related thereto. Gecina shall take all measures it deems necessary to prevent or prohibit unlawful acts. Compensation and reimbursement of legal expenses obtained as a result of such measures shall inure solely to the benefit of Gecina. If compensation is awarded to Gecina pursuant to a decision or settlement agreement providing for the reparation of damages suffered by the Licensee, Gecina shall pay the Licensee the share of the compensation due to the Licensee.

- 7.3 In the event that a third party sues Gecina or the Licensee for infringement or unfair competition that adversely affects prior rights as a result of the use of the Trademarks, the Party that becomes aware of such acts shall be under the obligation to inform the other Party of this immediately and in writing, indicating the name of the third party, the nature and circumstances of the acts in question and providing documentation related thereto. Gecina shall exclusively defend infringement or unfair competition lawsuits related to the Trademarks brought by third parties and as such may act in the name of both Parties both in court and for the purposes of any settlement.

Article 8. Notification

- 8.1 All notifications or other communications authorized or required to be given in respect of this agreement shall be in writing and sent by registered letter with acknowledgment of receipt or by email to the following addresses:

For Gecina.

Attention: Méka Brunel, Chief Executive Officer
Address: 14-16 rue des Capucines, 75002 Paris
Email: mekabrunel@gecina.fr

For the Licensee:

Attention: Méka Brunel representing Gecina, President
Address: 14-16 rue des Capucines, 75002 Paris
Email: mekabrunel@gecina.fr

Article 9. No waiver

- 9.1 The fact that one Party has not required at any given time the strict application of one or more provisions of this agreement may never be interpreted as a waiver of any subsequent breach of that provision.

Article 10. Applicable law and jurisdiction

- 10.1 This agreement shall be governed by and interpreted in accordance with French law.
- 10.2 Any disputes or litigation that may arise hereunder, particularly disputes or litigation relating to the validity of this agreement, its interpretation, performance or non-performance, shall be submitted to the exclusive jurisdiction of the Paris Court of Justice.

Article 11. Appendices

All appendices form an integral part of this agreement

Drawn up in Paris on February 19, 2020 in two (2) original copies.

Gecina

Represented by Ms. Méka Brunel
Chief Executive Officer

GEC 25

Represented by its President, Gecina, itself
represented by its Chief Executive Officer, Ms
Méka Brunel

Appendix 1 Trademarks



GODIN ASSOCIES
MONSIEUR NICOLAS GODEFROY
69 RUE DE RICHELIEU
75002 PARIS

N° National : 17 4 414 602

Dépôt du : 20 DÉCEMBRE 2017

À : 92 INPI - DÉPÔT ÉLECTRONIQUE

W et Compagnie (W & CIE), Société anonyme, 1 Cours de l'Île
Seguin, 92100 Boulogne Billancourt.
N° SIREN : 414 344 770.

Mandataire ou destinataire de la correspondance :
Godin Associés, Monsieur Nicolas Godefroy, 69 rue de
Richelieu, 75002 Paris.

YOU FIRST

Classe N° 35 : Services publicitaires dans le domaine de
l'immobilier; marketing en matière immobilière ;

Classe N° 36 : Services en matière d'affaires immobilières;
évaluation [estimation] de biens immobiliers; gérance de biens
immobiliers; investissements immobiliers; services de gestion
pour investissements immobiliers; conseils en matière
d'investissements immobiliers; gestion de patrimoine; services
de conseils financiers en matière de gestion du patrimoine;
investissements financiers; services de financement; gestion
financière de projets de construction; gestion financière de
projets de rénovation d'immeubles; courtage en biens
immobiliers; mise en place de baux et de conventions locatives
pour des biens immobiliers; gestion de location d'immeubles;
recouvrement de loyers ;

Classe N° 37 : Construction; services de développement
immobilier [construction]; supervision [direction] de travaux de
construction; conseils en construction; services de conseils en
matière de supervision de travaux de construction; informations
en matière de construction; entretien et réparation d'immeubles;
rénovation et restauration de bâtiments; supervision de la
rénovation de bâtiments; service de conseils en matière de
rénovation de biens immobiliers; service de conseils en matière
d'entretien de bâtiments; mise à disposition d'informations en
matière de rénovation de bâtiments; supervision des travaux
d'ingénierie de structures; installation de systèmes d'ingénierie
environnementale ;

Classe N° 42 : Services de conception concernant les biens
immobiliers; services d'architectes; travaux d'ingénieurs; études
de projets techniques dans le domaine de la construction;
préparation de rapports relatifs à des études de projets
techniques pour des projets de construction; diagnostic
technique de biens immobiliers; conseils techniques dans le
domaine de l'ingénierie environnementale; fourniture
d'informations technologiques concernant les innovations
écologiques et respectueuses de l'environnement.

Classes de produits ou services : 35, 36, 37, 42.



de commerce ou de service

CERTIFICAT D'ENREGISTREMENT

Le Directeur général de l'Institut national de la propriété industrielle certifie que la marque reproduite au verso a été enregistrée.

L'enregistrement produit ses effets à compter de la date de dépôt de la demande pour une période de dix ans indéfiniment renouvelable.

Cet enregistrement sera publié au Bulletin officiel de la propriété industrielle

n° 18/15 Vol. II du 13 avril 2018

Le Directeur général de l'Institut
national de la propriété industrielle

A handwritten signature in blue ink, appearing to read 'R. Soubeiran', is written over a faint, larger signature.

Romain SOUBEYRAN



GODIN ASSOCIES
MONSIEUR NICOLAS GODEFROY
69 RUE DE RICHELIEU
75002 PARIS

N° National : 18 4 493 855

Dépôt du : 23 OCTOBRE 2018

à : 92 INPI - DÉPÔT ÉLECTRONIQUE

W et Compagnie (W & Cie), Société anonyme, 1 Cours de l'Île Seguin, 92100 Boulogne-Billancourt.
N° SIREN : 414 344 770.

Mandataire ou destinataire de la correspondance :
Godin Associés, Monsieur Nicolas Godefroy, 69 rue de Richelieu, 75002 Paris.

youfirst

Marque déposée en couleurs.

Classe N° 9 : Logiciels ; applications mobiles ; bases de données ;

Classe N° 35 : Gestion des affaires commerciales ; services d'aide et de gestion des affaires et services administratifs ; Services d'analyses, de recherche et d'informations relatifs aux affaires ; Services de négociations de transactions commerciales ; services d'information de la clientèle concernant les affaires ; Informations et consultations en matière d'organisation du travail au sein des entreprises, de gestion du personnel et de mobilité des salariés ; services d'intermédiation commerciale (concluserge) ; travaux de bureau ; location de machines et équipements de bureaux ; gestion de bases de données ; services publicitaires dans le domaine de l'immobilier ; marketing en matière immobilière ;

Classe N° 36 : Services en matière d'affaires immobilières ; évaluation (estimation) de biens immobiliers ; gestion de location d'immeubles ; gérance de biens immobiliers ; mise en place de baux et de conventions locatives pour des biens immobiliers ; location de bureaux ; location de surfaces de bureaux ; mise à disposition d'informations en matière d'affaires immobilières ; investissements immobiliers ; services de gestion pour investissements immobiliers ; conseils en matière d'investissements immobiliers ; gestion de patrimoine ; services de conseils financiers en matière de gestion du patrimoine ; investissements financiers ; services de financement ; gestion financière de projets de construction ; gestion financière de projets de rénovation d'immeubles ; estimation financière de coûts de réparation ; courtage en biens immobiliers ; recouvrement de loyers ; collecte de fonds et parrainage ;

Classe N° 37 : Construction ; services de développement immobilier (construction) ; supervision (direction) de travaux de construction ; conseils en construction ; services de conseils en matière de supervision de travaux de construction ; informations en matière de construction ; entretien et réparation d'immeubles ; rénovation et restauration de bâtiments ; supervision de la rénovation de bâtiments ; service de conseils en matière de rénovation de biens immobiliers ; service de conseils en matière

d'entretien de bâtiments ; mise à disposition d'informations en matière de rénovation de bâtiments ; services de nettoyage ménager ; supervision des travaux d'ingénierie de structures ; installation de systèmes d'ingénierie environnementale ;

Classe N° 38 : Services de télécommunications ; services de fourniture d'accès à Internet ; services de téléconférences ; location de temps d'accès à une base de données informatisée ;

Classe N° 39 : Location de places de stationnement et de garages pour véhicules ; services de parkings pour voitures et de mise à disposition de parcs de stationnement ;

Classe N° 41 : Education, loisirs et sports ;

Classe N° 42 : Services de conception concernant les biens immobiliers ; services d'architectes ; services d'architecture intérieure ; conseils en architecture ; décoration intérieure ; conseils en décoration intérieure ; travaux d'ingénieurs ; études de projets techniques dans le domaine de la construction ; préparation de rapports relatifs à des études de projets techniques pour des projets de construction ; diagnostic technique de biens immobiliers ; conseils techniques dans le domaine de l'ingénierie environnementale ; fourniture d'informations technologiques concernant les innovations écologiques et respectueuses de l'environnement ; location d'un serveur de bases de données à des tiers ;

Classe N° 43 : Location de logement temporaire ; location d'espaces de travail ; location de salles de réunion ; location de salles de conférences ; location de meubles, linges et couverts ; services de garde d'enfants (crèches d'enfants) ; garde d'enfants à domicile ; garderies et hébergement temporaire pour soins de jour et pour personnes âgées ; fourniture d'aliments et de boissons.

Classes de produits ou services : 9, 35, 36, 37, 38, 39, 41, 42, 43.



de commerce ou de service

CERTIFICAT D'ENREGISTREMENT

Le Directeur général de l'Institut national de la propriété industrielle certifie que la marque reproduite au verso a été enregistrée.

L'enregistrement produit ses effets à compter de la date de dépôt de la demande pour une période de dix ans indéfiniment renouvelable.

Cet enregistrement sera publié au Bulletin officiel de la propriété industrielle

n° 19/16 Vol. II du 19 avril 2019

Pour le Le Directeur général de l'Institut
national de la propriété industrielle

A handwritten signature in blue ink, appearing to read 'Philippe CADRE', is written over a faint circular stamp.

Philippe CADRE
Directeur de la propriété industrielle



GODIN ASSOCIES
MONSIEUR NICOLAS GODEFROY
69 RUE DE RICHELIEU
75002 PARIS

N° National : 18 4 493 604

Dépôt du : 22 OCTOBRE 2018

à : 92 INPI - DÉPÔT ÉLECTRONIQUE

W et Compagnie (W & CIE), Société anonyme, 1 Cours de l'Île Seguin, 92100 Boulogne-Billancourt.
N° SIREN : 414 344 770.

Mandataire ou destinataire de la correspondance :
Godin Associés, Monsieur Nicolas Godefroy, 69 rue de Richelieu, 75002 Paris.

YouFirst

Classe N° 9 : Logiciels ; applications mobiles ; bases de données ;

Classe N° 35 : Gestion des affaires commerciales ; services d'aide et de gestion des affaires et services administratifs ; Services d'analyses, de recherche et d'informations relatifs aux affaires ; Services de négociations de transactions commerciales ; services d'information de la clientèle concernant les affaires ; informations et consultations en matière d'organisation du travail au sein des entreprises, de gestion du personnel et de mobilité des salariés ; services d'intermédiation commerciale (conciergerie) ; travaux de bureau ; location de machines et équipements de bureaux ; gestion de bases de données ; services publicitaires dans le domaine de l'immobilier ; marketing en matière immobilière ;

Classe N° 36 : Services en matière d'affaires immobilières ; évaluation (estimation) de biens immobiliers ; gestion de location d'immeubles ; gérance de biens immobiliers ; mise en place de baux et de conventions locatives pour des biens immobiliers ; location de bureaux ; location de surfaces de bureaux ; mise à disposition d'informations en matière d'affaires immobilières ; investissements immobiliers ; services de gestion pour investissements immobiliers ; conseils en matière d'investissements immobiliers ; gestion de patrimoine ; services de conseils financiers en matière de gestion du patrimoine ; investissements financiers ; services de financement ; gestion financière de projets de construction ; gestion financière de projets de rénovation d'immeubles ; estimation financière de coûts de réparation ; courtage en biens immobiliers ; recouvrement de loyers ; collecte de fonds et parrainage ;

Classe N° 37 : Construction ; services de développement immobilier (construction) ; supervision (direction) de travaux de construction ; conseils en construction ; services de conseils en matière de supervision de travaux de construction ; informations en matière de construction ; entretien et réparation d'immeubles ; rénovation et restauration de bâtiments ; supervision de la rénovation de bâtiments ; service de conseils en matière de rénovation de biens immobiliers ; service de conseils en matière d'entretien de bâtiments ; mise à disposition d'informations en matière de rénovation de bâtiments ; services de nettoyage

ménager ; supervision des travaux d'ingénierie de structures ; installation de systèmes d'ingénierie environnementale ;

Classe N° 38 : Services de télécommunications ; services de fourniture d'accès à Internet ; services de téléconférences ; location de temps d'accès à une base de données informatisée ;

Classe N° 39 : Location de places de stationnement et de garages pour véhicules ; services de parkings pour voitures et de mise à disposition de parcs de stationnement ;

Classe N° 41 : Education, loisirs et sports ;

Classe N° 42 : Services de conception concernant les biens immobiliers ; services d'architectes ; services d'architecture intérieure ; conseils en architecture ; décoration intérieure ; conseils en décoration intérieure ; travaux d'ingénieurs ; études de projets techniques dans le domaine de la construction ; préparation de rapports relatifs à des études de projets techniques pour des projets de construction ; diagnostic technique de biens immobiliers ; conseils techniques dans le domaine de l'ingénierie environnementale ; fourniture d'informations technologiques concernant les innovations écologiques et respectueuses de l'environnement ; location d'un serveur de bases de données à des tiers ;

Classe N° 43 : Location de logement temporaire ; location d'espaces de travail ; location de salles de réunion ; location de salles de conférences ; location de meubles, linges et couverts ; services de garde d'enfants (crèches d'enfants) ; garde d'enfants à domicile ; garderies et hébergement temporaire pour soins de jour et pour personnes âgées ; fourniture d'aliments et de boissons.

Classes de produits ou services : 9, 35, 36, 37, 38, 39, 41, 42, 43.



de commerce ou de service

CERTIFICAT D'ENREGISTREMENT

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L'enregistrement produit ses effets à compter de la date de dépôt de la demande pour une période de dix ans indéfiniment renouvelable.

Cet enregistrement sera publié au Bulletin officiel de la propriété industrielle

n° 19/42 Vol. II du 18 octobre 2019

Pour le Directeur général de l'Institut
national de la propriété industrielle

A handwritten signature in blue ink, appearing to read 'Philippe CADRE', is placed over the official stamp.

Philippe CADRE
Directeur de la propriété industrielle



GODIN ASSOCIES
MONSIEUR NICOLAS GODEFROY
69 RUE DE RICHELIEU
75002 PARIS

N° National : 18 4 493 594

Dépôt du : 22 OCTOBRE 2018

à : 92 INPI - DÉPÔT ÉLECTRONIQUE

W et Compagnie (W & CIE), Société anonyme, 1 Cours de l'île
Seguin, 92100 Boulogne-Billancourt.
N° SIREN : 414 344 770.

Mandataire ou destinataire de la correspondance :
Godin Associés, Monsieur Nicolas Godefroy, 69 rue de
Richelieu, 75002 Paris.

YouFirst

Classe N° 9 : Logiciels ; applications mobiles ; bases de données ;

Classe N° 35 : Gestion des affaires commerciales ; services d'aide et de gestion des affaires et services administratifs ; Services d'analyses, de recherche et d'informations relatifs aux affaires ; Services de négociations de transactions commerciales ; services d'information de la clientèle concernant les affaires ; informations et consultations en matière d'organisation du travail au sein des entreprises, de gestion du personnel et de mobilité des salariés ; services d'intermédiation commerciale (concluserie) ; travaux de bureau ; location de machines et équipements de bureaux ; gestion de bases de données ; services publicitaires dans le domaine de l'immobilier ; marketing en matière immobilière ;

Classe N° 36 : Services en matière d'affaires immobilières ; évaluation (estimation) de biens immobiliers ; gestion de location d'immeubles ; gérance de biens immobiliers ; mise en place de baux et de conventions locatives pour des biens immobiliers ; location de bureaux ; location de surfaces de bureaux ; mise à disposition d'informations en matière d'affaires immobilières ; investissements immobiliers ; services de gestion pour investissements immobiliers ; conseils en matière d'investissements immobiliers ; gestion de patrimoine ; services de conseils financiers en matière de gestion du patrimoine ; investissements financiers ; services de financement ; gestion financière de projets de construction ; gestion financière de projets de rénovation d'immeubles ; estimation financière de coûts de réparation ; courtage en biens immobiliers ; recouvrement de loyers ; collecte de fonds et parrainage ;

Classe N° 37 : Construction ; services de développement immobilier (construction) ; supervision (direction) de travaux de construction ; conseils en construction ; services de conseils en matière de supervision de travaux de construction ; informations en matière de construction ; entretien et réparation d'immeubles ; rénovation et restauration de bâtiments ; supervision de la rénovation de bâtiments ; service de conseils en matière de rénovation de biens immobiliers ; service de conseils en matière d'entretien de bâtiments ; mise à disposition d'informations en matière de rénovation de bâtiments ; services de nettoyage

ménager ; supervision des travaux d'ingénierie de structures ; installation de systèmes d'ingénierie environnementale ;

Classe N° 38 : Services de télécommunications ; services de fourniture d'accès à Internet ; services de téléconférences ; location de temps d'accès à une base de données informatisée ;

Classe N° 39 : Location de places de stationnement et de garages pour véhicules ; services de parkings pour voitures et de mise à disposition de parcs de stationnement ;

Classe N° 41 : Education, loisirs et sports ;

Classe N° 42 : Services de conception concernant les biens immobiliers ; services d'architectes ; services d'architecture intérieure ; conseils en architecture ; décoration intérieure ; conseils en décoration intérieure ; travaux d'ingénieurs ; études de projets techniques dans le domaine de la construction ; préparation de rapports relatifs à des études de projets techniques pour des projets de construction ; diagnostic technique de biens immobiliers ; conseils techniques dans le domaine de l'ingénierie environnementale ; fourniture d'informations technologiques concernant les innovations écologiques et respectueuses de l'environnement ; location d'un serveur de bases de données à des tiers ;

Classe N° 43 : Location de logement temporaire ; location d'espaces de travail ; location de salles de réunion ; location de salles de conférences ; location de meubles, linges et couverts ; services de garde d'enfants (crèches d'enfants) ; garde d'enfants à domicile ; garderies et hébergement temporaire pour soins de jour et pour personnes âgées ; fourniture d'aliments et de boissons.

Classes de produits ou services : 9, 35, 36, 37, 38, 39, 41, 42, 43.



de commerce ou de service

CERTIFICAT D'ENREGISTREMENT

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n° 19/42 Vol. II du 18 octobre 2019

Pour le Directeur général de l'Institut
national de la propriété industrielle

A handwritten signature in blue ink, appearing to read 'Philippe CADRE', is written over a faint circular stamp.

Philippe CADRE
Directeur de la propriété industrielle

**RECAPITULATIF DE DEMANDE
D'ENREGISTREMENT DE MARQUE**

Numéro national : 4621834

Lieu de dépôt : 92 INPI - Dépôt électronique

Date de la demande : 07/02/2020

Référence client : SOM/RD/AMA/M042950FR #1

Type de demande : Demande d'enregistrement de marque

Rubrique 1 : Destinataire de la correspondance

Nom/Prénom : Madame MARC Sophie

Société/Cabinet : SANTARELLI

Téléphone : 01 40 55 43 43

Fax : 01 42 67 56 29

Email : trademark@santarelli.com

Adresse :

49 AVENUE DES CHAMPS-ÉLYSÉES
75008 PARIS
FRANCE

Rubrique 2 : Déposant

Dénomination sociale : GECINA

SIREN : 592014476

Forme juridique : Société Anonyme

Adresse :

14-16 rue des Capucines
75002 PARIS
FRANCE

Rubrique 2 bis : Mandataire

Nom/Prénom : Madame MARC Sophie

Cabinet ou Société : SANTARELLI

N° de pouvoir : 05-0707

Téléphone : 01 40 55 43 43

Fax : 01 42 67 56 29

Email : trademark@santarelli.com

**Adresse : 49 AVENUE DES CHAMPS-ÉLYSÉES
75008 PARIS
FRANCE**

Rubrique 3 : Modèle de votre marque

youfirst

Rubrique 4 : Description de la marque

Type de marque :

Marque figurative

Couleurs :

Vert (pantone 7466 C), Blanc, Bleu (Pantone 533 C)

Rubriques 5 et 6 : Produits & services et classes

Rubrique 6	Rubrique 5
Classe(s)	Produits et services
9	Logiciels ; applications mobiles ; bases de données. ;
35	Gestion des affaires commerciales ; services d'aide et de gestion des affaires et services administratifs ; Services d'analyses, de recherche et d'informations relatifs aux affaires ; Services de négociations de transactions commerciales ; services d'information de la clientèle concernant les affaires ; informations et consultations en matière d'organisation du travail au sein des entreprises, de gestion du personnel et de mobilité des salariés ; services d'intermédiation commerciale [conciergerie] ; travaux de bureau ; services de secrétariat ; services de sténographie ; services de dactylographie ; reproduction de documents ; services de photocopie ; services d'accueil téléphonique pour des tiers ; location de machines et équipements de bureaux ; compilation et gestion de bases de données ; services publicitaires dans le domaine de l'immobilier ; marketing en matière immobilière ; Location de temps publicitaire sur tout moyen de communication ; Organisation d'expositions et de manifestations à des fins commerciales ou publicitaires ; Services informatisés de commande en ligne. ;
36	Services en matière d'affaires immobilières ; évaluation [estimation] de biens immobiliers ; gestion de location d'immeubles ; gérance de biens immobiliers ; mise en place de baux et de conventions locatives pour des biens immobiliers ; location de bureaux ; location de surfaces de bureaux ; mise à disposition d'informations en matière d'affaires immobilières ; investissements immobiliers ; services de gestion pour investissements immobiliers ; conseils en matière d'investissements immobiliers ; gestion de patrimoine ; services de conseils financiers en matière de gestion du patrimoine ; investissements financiers ; services de financement ; gestion financière de projets de construction ; gestion financière de projets de rénovation d'immeubles ; estimation financière de coûts de réparation ; courtage en biens immobiliers ; recouvrement de loyers ; collecte de fonds et parrainage ; Administration d'affaires financières en matière immobilière ; Agence de logements

immobiliers ; Estimations financières [assurances, banques, immobilier] ; Gestion d'ensembles immobiliers ; Gestion de portefeuilles immobiliers ; Gestion financière de comptes titres , Gestion financière de projets immobiliers , Gestion immobilière , Informations et estimations financières ; Investissements financiers ; Location de biens immobiliers ; Location de logements ; Mise à disposition d'informations en matière d'estimations immobilières ; Services d'estimations financières ; Services d'investissement en titres financiers ; Services de conseils en matière d'estimation immobilière ; Services de gestion des investissements financiers ; Mise à disposition de logements permanents. ;

- 37 Construction ; services de développement immobilier [construction] ; supervision [direction] de travaux de construction ; conseils en construction ; services de conseils en matière de supervision de travaux de construction ; informations en matière de construction ; entretien et réparation d'immeubles ; rénovation et restauration de bâtiments ; supervision de la rénovation de bâtiments ; service de conseils en matière de rénovation de biens immobiliers ; service de conseils en matière d'entretien de bâtiments ; mise à disposition d'informations en matière de rénovation de bâtiments ; services de nettoyage ménager ; supervision des travaux d'ingénierie de structures ; installation de systèmes d'ingénierie environnementale ; *Nettoyage de bâtiments (intérieur et extérieur) ; supervision de la démolition de bâtiments ; services d'entretien ; réparation et dépannage de logements et d'immeubles, à savoir, services de plomberie ; de menuiserie ; d'électricité et d'appareils fonctionnant au gaz ; services de recharge pour véhicules électriques ; services de laveries automatiques ; mise à disposition de machines à laver et sèche-linge. ;*
- 38 Services de télécommunications ; services de fourniture d'accès à Internet ; services de téléconférences ; location de temps d'accès à une base de données informatisée , Communications par terminaux d'ordinateurs ; transmission de messages et d'images assistée par ordinateur ; services de répondeurs téléphoniques automatiques. ;
- 39 Location de places de stationnement et de garages pour véhicules ; services de parkings pour voitures et de mise à disposition de parcs de stationnement ; services de déménagement ; prêt et location de matériel de déménagement (véhicules, diables, chariots, housses, bacs, monte-meubles) ; services de réception, stockage, distribution, livraison de colis et courrier ; Services de covoiturage, service de logistique en matière de transport ; services de location et de prêt de véhicules électriques. ;
- 41 Education, loisirs et sports ; activités sportives et culturelles ; club de sport [Mise en forme et fitness] ; mise à disposition d'installations de loisirs ; organisation de concours (éducation et divertissement) ; organisation d'expositions à buts culturels ou éducatifs ; services de divertissement et d'animation de résidences

- immobilières ; services de bibliothèques, de prêt de livres, disques, vidéos ; mise à disposition d'aires de jeu pour les enfants. ;
- 42 Services de conception concernant les biens immobiliers , services d'architectes ; services d'architecture intérieure ; conseils en architecture ; décoration intérieure ; conseils en décoration intérieure ; travaux d'ingénieurs ; études de projets techniques dans le domaine de la construction ; préparation de rapports relatifs à des études de projets techniques pour des projets de construction ; diagnostic technique de biens immobiliers ; conseils techniques dans le domaine de l'ingénierie environnementale ; fourniture d'informations technologiques concernant les innovations écologiques et respectueuses de l'environnement ; location d'un serveur de bases de données à des tiers , location d'ordinateurs ; Études environnementales ; Location de logiciels d'exploitation pour des serveurs et des réseaux informatiques ; Recherche dans le domaine de la protection de l'environnement , Recherche en matière de construction ; Services d'architecture concernant l'aménagement de terrain ; Services d'études de projets techniques ; Services de conseil en matière de conception de bâtiments [architecture]. ;
- 43 Location de logements temporaires ; location d'espaces de travail ; location de salles de réunion ; location de salles de conférences ; location de meubles, linges et couverts ; services de garde d'enfants [crèches d'enfants] ; garderies et hébergement temporaire pour soins de jour et pour personnes âgées ; fourniture d'aliments et de boissons ; Réservations de logements temporaires par le biais d'Internet ; Mise à disposition de logements fournissant des services d'assistance [hébergement temporaire] ; Services de restauration (alimentation) ; services de snack-bars ; services de bars ; services de traiteurs ; Service de réservation et de gestion d'espaces de travail, de restaurants, de salles de conférences et de logements. ;
- 44 Conception d'aménagement paysagers ; Services de santé. ;
- 45 Services de conciergerie , services de gardiennage de sécurité des immeubles ; services de gardiennage pour prévenir l'intrusion de cambrioleurs ; garde d'enfants à domicile.

Options de votre dépôt de marque

Rubrique 8 : Demande divisionnaire

Néant

Rubrique 9.a : Marque collective

Néant

Rubrique 9.b : Marque de garantie

Néant

Rubrique 10 : Priorité(s)

Néant

Rubrique 11 : Extension de la protection

Néant

Paiement des redevances INPI

Méthode de paiement : CCL

Prestation

Dépôt pour 1 classe

Par classe au-delà de la 1ère

Tarif	Quantité	Total
190	1	190
40	10	400
Total :		590

Rubrique 12 : Signataire

Nom/Prénom : Madame MARC Sophie

Qualité : CPI

N° : 05-0707

Email : trademark@santarelli.com

Date de signature : 07/02/2020

Ce document récapitule les données du dépôt déclarées conformes par le signataire.



**RECAPITULATIF DE DEMANDE
D'ENREGISTREMENT DE MARQUE**

Numéro national : 4621830

Lieu de dépôt : 92 INPI - Dépôt électronique

Date de la demande : 07/02/2020

Référence client : SOM/RD/KRK/M042953FR #1

Type de demande : Demande d'enregistrement de marque

Rubrique 1 : Destinataire de la correspondance

Nom/Prénom : Madame MARC Sophie

Société/Cabinet : SANTARELLI

Téléphone : 01 40 55 43 43

Email : trademark@santarelli.com

Adresse :

49, avenue des Champs-Élysées
75008 Paris
FRANCE

Rubrique 2 : Déposant

Dénomination sociale : GECINA

SIREN : 592014476

Forme juridique : Société Anonyme

Adresse :

14-16 rue des Capucines
75002 PARIS
FRANCE

Rubrique 2 bis : Mandataire

Nom/Prénom : Madame MARC Sophie

Cabinet ou Société : SANTARELLI

N° de pouvoir : 05-0707

Téléphone : 01 40 55 43 43

Email : trademark@santarelli.com

**Adresse : 49, avenue des Champs-Élysées
75008 Paris
FRANCE**

Rubrique 3 : Modèle de votre marque

YouF1rst

Rubrique 4 : Description de la marque

Type de marque :

Marque verbale

Rubriques 5 et 6 : Produits & services et classes

Rubrique 6	Rubrique 5
Classe(s)	Produits et services
9	Logiciels ; applications mobiles ; bases de données ;
35	Gestion des affaires commerciales ; services d'aide et de gestion des affaires et services administratifs ; Services d'analyses, de recherche et d'informations relatifs aux affaires ; Services de négociations de transactions commerciales ; services d'information de la clientèle concernant les affaires ; informations et consultations en matière d'organisation du travail au sein des entreprises, de gestion du personnel et de mobilité des salariés ; services d'intermédiation commerciale [conciergerie] ; travaux de bureau ; services de secrétariat ; services de sténographie ; services de dactylographie ; reproduction de documents ; services de photocopie ; services d'accueil téléphonique pour des tiers ; location de machines et équipements de bureaux ; compilation et gestion de bases de données ; services publicitaires dans le domaine de l'immobilier , marketing en matière immobilière ; Location de temps publicitaire sur tout moyen de communication ; Organisation d'expositions et de manifestations à des fins commerciales ou publicitaires ; Services informatisés de commande en ligne ;
36	Services en matière d'affaires immobilières ; évaluation [estimation] de biens immobiliers ; gestion de location d'immeubles ; gérance de biens immobiliers ; mise en place de baux et de conventions locatives pour des biens immobiliers , location de bureaux ; location de surfaces de bureaux ; mise à disposition d'informations en matière d'affaires immobilières ; investissements immobiliers ; services de gestion pour investissements immobiliers ; conseils en matière d'investissements immobiliers ; gestion de patrimoine ; services de conseils financiers en matière de gestion du patrimoine ; investissements financiers ; services de financement ; gestion financière de projets de construction ; gestion financière de projets de rénovation d'immeubles ; estimation financière de coûts de réparation ; courtage en biens immobiliers ; recouvrement de loyers ; collecte de fonds et parrainage ; Administration d'affaires financières en matière immobilière ; Agence de logements immobiliers ; Estimations financières [assurances, banques, immobilier] ; Gestion d'ensembles immobiliers ; Gestion de portefeuilles immobiliers ; Gestion financière de comptes titres ; Gestion financière de projets immobiliers ; Gestion immobilière ; Informations et estimations financières ; Investissements financiers ;

Location de biens immobiliers ; Location de logements ; Mise à disposition d'informations en matière d'estimations immobilières ; Services d'estimations financières ; Services d'investissement en titres financiers ; Services de conseils en matière d'estimation immobilière , Services de gestion des investissements financiers ; Mise à disposition de logements permanents ;

- 37 Construction ; services de développement immobilier [construction] ; supervision [direction] de travaux de construction ; conseils en construction ; services de conseils en matière de supervision de travaux de construction ; informations en matière de construction ; entretien et réparation d'immeubles ; rénovation et restauration de bâtiments ; supervision de la rénovation de bâtiments ; service de conseils en matière de rénovation de biens immobiliers ; service de conseils en matière d'entretien de bâtiments ; mise à disposition d'informations en matière de rénovation de bâtiments ; services de nettoyage ménager ; supervision des travaux d'ingénierie de structures ; installation de systèmes d'ingénierie environnementale ; Nettoyage de bâtiments (intérieur et extérieur) ; supervision de la démolition de bâtiments ; services d'entretien, réparation et dépannage de logements et d'immeubles, à savoir, services de plomberie, de menuiserie, d'électricité et d'appareils fonctionnant au gaz ; services de recharge pour véhicules électriques ; services de laveries automatiques ; mise à disposition de machines à laver et sèche-linge ;
- 38 Services de télécommunications ; services de fourniture d'accès à Internet ; services de téléconférences ; location de temps d'accès à une base de données informatisée ; Communications par terminaux d'ordinateurs ; transmission de messages et d'images assistée par ordinateur ; services de répondeurs téléphoniques automatiques ;
- 39 Location de places de stationnement et de garages pour véhicules ; services de parkings pour voitures et de mise à disposition de parcs de stationnement ; services de déménagement ; prêt et location de matériel de déménagement (véhicules, diables, chariots, housses, bacs, monte-meubles) ; services de réception, stockage, distribution, livraison de colis et courrier ; Services de covoiturage, service de logistique en matière de transport ; services de location et de prêt de véhicules électriques ;
- 41 Education, loisirs et sports ; activités sportives et culturelles ; club de sport [Mise en forme et fitness] ; mise à disposition d'installations de loisirs ; organisation de concours (éducation et divertissement) ; organisation d'expositions à buts culturels ou éducatifs ; services de divertissement et d'animation de résidences immobilières ; services de bibliothèques, de prêt de livres, disques, vidéos ; mise à disposition d'aires de jeu pour les enfants ;
- 42 Services de conception concernant les biens immobiliers ; services d'architectes ;

services d'architecture intérieure ; conseils en architecture ; décoration intérieure ; conseils en décoration intérieure ; travaux d'ingénieurs ; études de projets techniques dans le domaine de la construction ; préparation de rapports relatifs à des études de projets techniques pour des projets de construction ; diagnostic technique de biens immobiliers ; conseils techniques dans le domaine de l'ingénierie environnementale ; fourniture d'informations technologiques concernant les innovations écologiques et respectueuses de l'environnement ; location d'un serveur de bases de données à des tiers ; location d'ordinateurs , Études environnementales ; Location de logiciels d'exploitation pour des serveurs et des réseaux informatiques ; Recherche dans le domaine de la protection de l'environnement ; Recherche en matière de construction ; Services d'architecture concernant l'aménagement de terrain ; Services d'études de projets techniques ; Services de conseil en matière de conception de bâtiments [architecture] ;

- 43 Location de logements temporaires ; location d'espaces de travail , location de salles de réunion ; location de salles de conférences ; location de meubles, linges et couverts ; services de garde d'enfants [crèches d'enfants] ; garderies et hébergement temporaire pour soins de jour et pour personnes âgées ; fourniture d'aliments et de boissons ; Réservations de logements temporaires par le biais d'Internet ; Mise à disposition de logements fournissant des services d'assistance [hébergements temporaires] ; Services de restauration (alimentation) ; services de snack-bars ; services de bars , services de traiteurs ; Service de réservation et de gestion d'espaces de travail, de restaurants, de salles de conférences et de logements ;
- 44 Conception d'aménagement paysagers ; Services de santé ,
- 45 Services de conciergerie ; services de gardiennage de sécurité des immeubles ; services de gardiennage pour prévenir l'intrusion de cambrioleurs ; garde d'enfants à domicile.

Options de votre dépôt de marque

Rubrique 8 : Demande divisionnaire

Néant

Rubrique 9.a : Marque collective

Néant

Rubrique 9.b : Marque de garantie

Néant

Rubrique 10 : Priorité(s)

Néant

Rubrique 11 : Extension de la protection

Rubrique 11 : Extension de la protection

Néant

Paie ment des redevances INPI

Méthode de paiement : CCL

Prestation

	Tarif	Quantité	Total
Dépôt pour 1 classe	190	1	190
Par classe au-delà de la 1ère	40	10	400
		Total :	590

Rubrique 12 : Signataire

Nom/Prénom : Madame MARC Sophie

Qualité : CPI

N° : 05-0707

Email : trademark@santarelli.com

Date de signature : 07/02/2020

Ce document récapitule les données du dépôt déclarées conformes par le signataire.



Alicante, 24/12/2019

SANTARELLI
49, avenue des Champs
Elysées
F-75008 Paris
FRANCE

**Réception d'une demande de Marque de l'Union européenne et notification d'attribution
d'une date provisoire de dépôt a été accordée
(article 30, paragraphe 2 et article 32 et 41, du RMUE)**

<i>Numéro de la demande:</i>	018171675
<i>Votre référence:</i>	SOM/RD/AMA/M024950EM
<i>Marque:</i>	youf1rst
<i>Type de marque:</i>	Marque figurative avec éléments verbaux
<i>Demandeur:</i>	GECINA 14-16 rue des Capucines 75002 Paris FRANCE

Veuillez noter que l'Office ne commencera l'examen des demandes de marque
qu'après réception du paiement intégral de leur taxe.

Votre demande électronique a été reçue à l'Office le **24/12/2019** et le numéro de demande susmentionné lui a été attribué. Veuillez indiquer ce numéro dans toute correspondance ou pour tout contact ultérieur avec l'Office dans le cadre de cette demande.

Si la demande satisfait les conditions requises par l'article 32 du RMUE , la date de dépôt attribuée sera le **24/12/2019**.

La taxe de dépôt de base d'un montant de **EUR 850** sera débité de votre compte courant

Veuillez vous assurer que votre compte courant dispose des fonds suffisants

S'il y a plus d'une classe de produits et services, vous devrez acquitter une taxe supplémentaire pour chaque classe. Le montant de la taxe supplémentaire s'élève à

L101F (e-filing)

50 EUR pour la première classe additionnelle et à **150 EUR** pour les classes additionnelles suivantes.

Si vous avez demandé des rapports de recherche nationaux, le paiement devra également inclure la taxe correspondante de **EUR 72**. La publication de la demande n'interviendra qu'après que tous les rapports de recherche ont été rassemblés et vous ont été communiqués.

L'identifiant de ce paiement est **197CH661**

Veuillez noter qu'aucune facture ne vous sera adressée.

Département « Operations »

Merci d'avoir opté pour le dépôt en ligne - Vous avez économisé 150 EUR par rapport au dépôt effectué au moyen du formulaire papier

Pourquoi ne pas envisager d'utiliser Fast Track pour vos marques la prochaine fois ? Avec Fast Track, vous pouvez :

- **accélérer la publication** : le délai de publication de votre marque sera réduit de moitié, voire plus;
- **réduire le nombre d'irrégularités** : grâce à notre liste préalablement approuvée de produits et services.

Demande d'une marque de l'Union européenne

Date de la lettre de réception (JJ/MM/AAAA) <div style="border: 1px solid black; padding: 2px; text-align: center;">24/12/2019</div>		Nombre de pages (y compris celle-ci) <div style="border: 1px solid black; padding: 2px; text-align: center;">9</div>	
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Langue		Votre référence: <div style="border: 1px solid black; padding: 2px; text-align: center;">SOM/RD/AMA/M024950EM</div>
Première langue	<div style="border: 1px solid black; padding: 2px;">Français</div>	
Deuxième langue:	<div style="border: 1px solid black; padding: 2px;">Anglais</div>	
Je souhaite recevoir toute la correspondance dans la deuxième langue: <input type="checkbox"/>		
Je fournirai une traduction de la description de la marque, le cas échéant, ainsi que de la liste de produits et services dans la deuxième langue. <input type="checkbox"/>		

Demandeur(s)		
	Numéro du demandeur 1	Identifiant EUIPO du demandeur <div style="border: 1px solid black; padding: 2px;">1055988</div>
Type de demandeur:	<div style="border: 1px solid black; padding: 2px;">Société</div>	
Nom.	<div style="border: 1px solid black; padding: 2px;">GECINA</div>	
Forme juridique:	<div style="border: 1px solid black; padding: 2px;">Société anonyme</div>	
Pays d'enregistrement.	<div style="border: 1px solid black; padding: 2px;">FRANCE</div>	
Adresse.	<div style="border: 1px solid black; padding: 2px;">14-16 rue des Capucines</div>	
Ville.	<div style="border: 1px solid black; padding: 2px;">Paris</div>	
État/province.	<div style="border: 1px solid black; padding: 2px;"></div>	
Code postal:	<div style="border: 1px solid black; padding: 2px;">75002</div>	
Pays.	<div style="border: 1px solid black; padding: 2px;">FRANCE</div>	
Adresse postale:	<div style="border: 1px solid black; padding: 2px;">GECINA 14-16 rue des Capucines F-75002 Paris FRANCE</div>	
Numéro de téléphone:	<div style="border: 1px solid black; padding: 2px;"></div>	
Fax.	<div style="border: 1px solid black; padding: 2px;"></div>	
Adresse électronique:	<div style="border: 1px solid black; padding: 2px;"></div>	
Site web:	<div style="border: 1px solid black; padding: 2px;"></div>	

Représentant(s)		
	Représentant n° 1	Identifiant EUIPO du représentant <div style="border: 1px solid black; padding: 2px;">12643</div>
Type de représentant:	<div style="border: 1px solid black; padding: 2px;">Association</div>	
Nom de l'association	<div style="border: 1px solid black; padding: 2px;">SANTARELLI</div>	
Pays d'enregistrement:	<div style="border: 1px solid black; padding: 2px;"></div>	
État d'établissement	<div style="border: 1px solid black; padding: 2px;"></div>	
Nationalité	<div style="border: 1px solid black; padding: 2px;">FRANCE</div>	
Adresse:	<div style="border: 1px solid black; padding: 2px;">49, avenue des Champs Elysées</div>	
Ville:	<div style="border: 1px solid black; padding: 2px;">Paris</div>	
État/province.	<div style="border: 1px solid black; padding: 2px;"></div>	
Code postal:	<div style="border: 1px solid black; padding: 2px;">75008</div>	
Pays.	<div style="border: 1px solid black; padding: 2px;">FRANCE</div>	

Demande d'une marque de l'Union européenne

Représentant(s)	
Adresse postale	SANTARELLI 49, avenue des Champs Elysées F-75008 Paris FRANCE
Numéro de téléphone:	00 33-140554343
Fax.	00 33-142675629
Adresse électronique.	contact@santarelli.com
Site web	

Marque	
Type de marque.	Marque figurative avec éléments verbaux
Représentation de la marque:	Annexe 1
Élément(s) verbal(verbaux).	youf1rst
Revendication de couleur dans le but de revendiquer un droit de priorité dans d'autres offices	Vert (Pantone 7466 C) Blanc, Bleu (Pantone 533 C)

Liste des produits et des services

Classe	Produits et services	Langue
9	Logiciels; applications mobiles; bases de données.	FR
Classe	Produits et services	Langue
35	Gestion des affaires commerciales; services d'aide et de gestion des affaires et services administratifs; Services d'analyses, de recherche et d'informations relatifs aux affaires; Services de négociations de transactions commerciales; services d'information de la clientèle concernant les affaires; informations et consultations en matière d'organisation du travail au sein des entreprises, de gestion du personnel et de mobilité des salariés, services d'intermédiation commerciale [conciergerie]; travaux de bureau; services de secrétariat; services de sténographie; services de dactylographie; reproduction de documents; services de photocopie; services d'accueil téléphonique pour des tiers; location de machines et équipements de bureaux; compilation et gestion de bases de données; services publicitaires dans le domaine de l'immobilier; marketing en matière immobilière; Location de temps publicitaire sur tout moyen de communication; Organisation d'expositions et de manifestations à des fins commerciales ou publicitaires; Services informatisés de commande en ligne.	FR

Liste des produits et des services

Classe	Produits et services	Langue
36	Services en matière d'affaires immobilières; évaluation [estimation] de biens immobiliers; gestion de location d'immeubles; gérance de biens immobiliers; mise en place de baux et de conventions locatives pour des biens immobiliers; location de bureaux; location de surfaces de bureaux; mise à disposition d'informations en matière d'affaires immobilières; investissements immobiliers; services de gestion pour investissements immobiliers; conseils en matière d'investissements immobiliers, gestion de patrimoine; services de conseils financiers en matière de gestion du patrimoine; investissements financiers; services de financement; gestion financière de projets de construction, gestion financière de projets de rénovation d'immeubles; estimation financière de coûts de réparation; courtage en biens immobiliers; recouvrement de loyers; collecte de fonds et parrainage; Administration d'affaires financières en matière immobilière; Agence de logements immobiliers; Estimations financières [assurances, banques, immobilier]; Gestion d'ensembles immobiliers; Gestion de portefeuilles immobiliers; Gestion financière de comptes titres; Gestion financière de projets immobiliers; Gestion immobilière; Informations et estimations financières; Investissements financiers; Location de biens immobiliers; Location de logements; Mise à disposition d'informations en matière d'estimations immobilières; Services d'estimations financières; Services d'investissement en titres financiers; Services de conseils en matière d'estimation immobilière; Services de gestion des investissements financiers.	FR

Liste des produits et des services

Classe	Produits et services	Langue
37	Construction; services de développement immobilier [construction]; supervision [direction] de travaux de construction; conseils en construction; services de conseils en matière de supervision de travaux de construction; informations en matière de construction; entretien et réparation d'immeubles; rénovation et restauration de bâtiments; supervision de la rénovation de bâtiments; service de conseils en matière de rénovation de biens immobiliers; service de conseils en matière d'entretien de bâtiments, mise à disposition d'informations en matière de rénovation de bâtiments; services de nettoyage ménager; supervision des travaux d'ingénierie de structures; installation de systèmes d'ingénierie environnementale; Nettoyage de bâtiments (intérieur et extérieur); supervision de la démolition de bâtiments; services d'entretien; réparation et dépannage de logements et d'immeubles, à savoir, services de plomberie; de menuiserie; d'électricité et d'appareils fonctionnant au gaz; services de recharge pour véhicules électriques; services de laveries automatiques; mise à disposition de machines à laver et sèche-linge.	FR
38	Services de télécommunications; services de fourniture d'accès à Internet; services de téléconférences; location de temps d'accès à une base de données informatisée; Communications par terminaux d'ordinateurs; transmission de messages et d'images assistée par ordinateur; services de répondeurs téléphoniques automatiques.	FR
39	Location de places de stationnement et de garages pour véhicules; services de parkings pour voitures et de mise à disposition de parcs de stationnement; services de déménagement; prêt et location de matériel de déménagement (véhicules, diables, chariots, housses, bacs, monte-meubles); services de réception, stockage, distribution, livraison de colis et courrier; Services de covoiturage, service de logistique en matière de transport; services de location et de prêt de véhicules électriques.	FR

Liste des produits et des services

Classe	Produits et services	Langue
41	Education, loisirs et sports; activités sportives et culturelles; club de sport [Mise en forme et fitness]; mise à disposition d'installations de loisirs; organisation de concours (éducation et divertissement); organisation d'expositions à buts culturels ou éducatifs; services de divertissement et d'animation de résidences immobilières; services de bibliothèques, de prêt de livres, disques, vidéos; mise à disposition d'aires de jeu pour les enfants.	FR
42	Services de conception concernant les biens immobiliers; services d'architectes; services d'architecture intérieure; conseils en architecture; décoration intérieure; conseils en décoration intérieure; travaux d'ingénieurs, études de projets techniques dans le domaine de la construction; préparation de rapports relatifs à des études de projets techniques pour des projets de construction; diagnostic technique de biens immobiliers; conseils techniques dans le domaine de l'ingénierie environnementale; fourniture d'informations technologiques concernant les innovations écologiques et respectueuses de l'environnement; location d'un serveur de bases de données à des tiers; location d'ordinateurs; Études environnementales; Location de logiciels d'exploitation pour des serveurs et des réseaux informatiques; Recherche dans le domaine de la protection de l'environnement; Recherche en matière de construction; Services d'architecture concernant l'aménagement de terrain; Services d'études de projets techniques; Services de conseil en matière de conception de bâtiments [architecture].	FR

Liste des produits et des services

Classe	Produits et services	Langue
43	Location de logements temporaires; location d'espaces de travail; location de salles de réunion; location de salles de conférences; location de meubles, linges et couverts; services de garde d'enfants [crèches d'enfants]; garde d'enfants à domicile; garderies et hébergement temporaire pour soins de jour et pour personnes âgées; fourniture d'aliments et de boissons; Mise à disposition de logements permanents, Réservations de logements temporaires par le biais d'Internet; Mise à disposition de logements fournissant des services d'assistance [hébergement temporaire]; Services de restauration (alimentation); services de snack-bars; services de bars; services de traiteurs; Service de réservation et de gestion d'espaces de travail, de restaurants, de salles de conférences et de logements.	FR

Classe	Produits et services	Langue
44	Conception d'aménagement paysagers; Services de santé.	FR

Classe	Produits et services	Langue
45	Services de conciergerie; services de gardiennage de sécurité des immeubles; services de gardiennage pour prévenir l'intrusion de cambrioleurs.	FR

RapportsRapport de recherche national ☐Rapport de recherche de l'Union européenne ☐**Taxe**

Payer par:	Compte courant auprès de l'Office
Taxe de base	850,00
Taxe de Recherche Nationale	
Extra Class Fee:	1400,00
Total:	2250,00

Signature

Prénom et nom	Capacité du signataire
Sophie MARC	Mandataire agréé auprès de l'Office

Annexes

Annexe 1

The logo 'youfirst' is centered within a thin rectangular border. The word 'you' is in a dark blue, lowercase, sans-serif font. The 'f' is a light blue color and has a unique design where the vertical stem is split into two parallel lines. The word 'rst' is in the same dark blue, lowercase, sans-serif font as 'you'.

youfirst

Appendix 2 List of products and services of the Residential Business

9 Software; mobile applications; databases.

35 Business management: business support, management and administration services; business analysis, research and information services; sales transaction negotiation services; business-related customer information services; business intermediation [concierge services]; database compilation and management; real estate advertising services; real estate marketing; booking of advertising time for any type of communications medium; organization of exhibitions and events for business or advertising purposes; computerized online ordering services.

36 Real estate services, building rental management; arrangement of leases and rental agreements for real estate assets; office rental; office space rental; provision of information relating to real estate; real estate investment; management services for real estate investments; real estate investment advice; wealth management; financial advisory services relating to wealth management; financial investments; financing services, financial management of construction projects; financial management of building renovation projects; rent collection; fundraising and sponsorship; administration of real estate-related financial affairs; housing agency services; financial estimates [insurance, banking, real estate]; real estate valuations [appraisals]; real estate asset management; building management: Real estate brokerage; building complex management; real estate portfolio management; financial management of securities accounts; financial management of real estate projects; financial investment, real estate rental; housing rental; provision of information related to real estate valuations, financial estimate services; financial estimates of repair costs; investment services for financial securities; consulting services in real estate valuation; financial investment management services

37 Construction: real estate development services [construction]; supervision [management] of construction work; construction consulting; consulting services for construction work supervision; construction-related information; building repair and maintenance; building renovation and restoration; building renovation supervision; building renovation consulting services; building maintenance consulting services; provision of building renovation information; household cleaning services; structural engineering work supervision; environmental engineering systems installation; building cleaning (interior and exterior); building demolition supervision, housing and building maintenance, repair and breakdown services (i.e. plumbing, carpentry, electrical and gas appliances); electric vehicle charging services; laundromat services, provision of washing machines and dryers

38 Telecommunications services; Internet access provision services; teleconferencing services; rental of computer database access time; communication via computer terminals; computer-assisted messaging and image transmission.

39 Rental of parking spaces and garages for vehicles; provision of car parking and parking garage services; moving services; loan or rental of moving equipment (vehicles, dollies, trolleys, covers, bins, furniture lifts); parcel and mail reception, storage, distribution and delivery services; car-pooling services; transport logistics services; electric vehicle rental and lending services

41 Education, leisure and sports; sporting and cultural activities; sports club [fitness and training]; provision of leisure facilities; organization of competitions (teaching and entertainment); organization of exhibitions for cultural or educational purposes; entertainment and special event services in residential buildings; library services, lending of books, records and videos; provision of playgrounds for children.

42 Real estate-related design services; architectural services; interior design services; architectural consulting; interior decoration; interior decoration consulting; engineering works; construction-related engineering design services; preparation of reports relating to engineering design for construction projects; technical diagnosis of real estate assets; environmental engineering technical consulting; provision of technological information for ecological and environmentally friendly innovations; rental of database servers to third parties; computer rental; environmental studies; rental of operating software for computer servers and networks; environmental protection research, construction research; architectural services for land development; engineering design services; building design consulting [architecture].

43 Temporary accommodation rental; work space rental; meeting room rental; conference room rental; furniture, linen and silverware rental; childcare services [nursery schools]; day-care centers and temporary accommodation for day care and the elderly; food and drink provision; online reservations for temporary accommodation; provision of accommodation that provides support services [temporary accommodation]; restaurant services (food); snack bar services; bar services; catering services; reservation and management services for workspaces, restaurants, conference rooms and accommodation.

45: Concierge services; home childcare; provision of permanent accommodation; building security services; security guard services for burglary prevention.

Appendix 2.2

Net income for the day of January 1, 2020

Net income for the day of January 1, 2020 represents a net asset surplus estimated at €170,000 adding to the net book value as of December 31, 2019.

In €	For the day of January 1, 2020	Presentation in the contribution balance sheet as of January 2, 2020
Rents net of rental expenses	235,000	Trade receivables
Depreciation	(42,000)	Depreciation of tangible fixed assets
Payroll	(23,000)	Tax and social security liabilities
Additional net assets contributed	170,000	Net assets contributed

Appendix 2.2 bis
Breakdown of Contributed Assets

1. Intangible and financial fixed assets

- Profit and loss on all easements
- Assistance and Services agreement between Contributor and Beneficiary
- Licensing agreement granted on Non-Transferred Intellectual Property Rights between Contributor and Beneficiary
- Minor Debt intra-group loan agreement between Contractor and Beneficiary
- All treaties, agreements and commitments involving third parties in connection with the contributed real estate assets and rights
- Locare (328 921 432 Paris Trade and Companies Registry) stock contributed (100% of share capital)
- Deposits and guarantees paid.

2. Tangible fixed assets

- Real estate properties or units for residential purposes (indicative list as of the date of this Contribution Agreement):

See next page

Asset Code	Postcode	Town/city	Address	Land registry references	Volumes	Joint ownership units	Valuation (in €k)
9	75011	Paris - 11th arrondissement	8, rue du Chemin-Vert	Section BH No. 24 (PP)	Not applicable	Not applicable	25 300
15	75015	Paris - 15th arrondissement	18/20, rue Tiphaine	Section DG No. 62 (PP)	Not applicable	Not applicable	67 400
121	75013	Paris - 13th arrondissement	20, rue du Champ-de-l'Alouette	Section EP No. 9 (PP)	Not applicable	Not applicable	39 100
126	75015	Paris - 15th arrondissement	37/39, rue des Morillons	Section AK No. 29 (PP)	Not applicable	Not applicable	23 200
128	75015	Paris - 15th arrondissement	12, rue de Chambéry	Section AQ No. 108	Not applicable	10, 12, 16, 17, 22, 24, 29, 36, 39, 43, 51, 52, 55 and 58	1 598
131	75013	Paris - 13th arrondissement	53, rue de la Glacière	Section EP No. 8 (PP)	Not applicable	Not applicable	5 900
213	92410	Ville-d'Avray	14/18, rue de la Ronce	Section AE No. 107	Not applicable	Not applicable	63 600
215	75015	Paris - 15th arrondissement	6, rue de Vouillé	Section AF No. 55 (Volume 1) and AF No. 56 (joint ownership unit No. 2)	Volume 1 on AF 55	<p>AF No. 56: joint ownership unit No. 2</p> <p><i>Description as featured in the division description-joint-ownership regulations:</i></p> <p><i>Exclusive and individual right to enjoyment of a piece of land with a surface area of 863 sq.m.</i></p> <p><i>Right of passage.</i></p> <p><i>Right to build any structure on and under said land.</i></p> <p><i>And the six hundred and fifty-three/three thousand one hundred and thirty eighths (653/3,138ths) of the general common areas in terms of land ownership.</i></p> <p><i>It being noted here that a building for residential use built on a basement, with a ground floor and ten upper floors has been built.</i></p> <p>AF No. 55: Volume 1 (residential building)</p>	231 100
230	75008	Paris - 8th arrondissement	165, boulevard Haussmann	Section BD No. 50	Not applicable	11, 17 and 20	1 339
232	75009	Paris - 9th arrondissement	13/17, cité de Trévise	Section AX No. 110	Volume No. 2	2001, 2002, 2013, 2016, 2019, 2022, 2025, 2028, 2032, 2035, 2036, 2037, 2038, 2042, 2046, 2057, 2058, 2059, 2061, 2063, 2066, 2070, 2076, 2080, 2081, 2083, 2084, 2086, 2087, 2094, 2095, 2097, 2098, 2100 to 2105 and 2107 to 2109, 2113, 2115, 2127, 2129 to 2130, 2140 to 2142, 2146, 2153, 2156 to 2158, 2160, 2163	9 800
237	75017	Paris - 17th arrondissement	169/183, boulevard Pereire - 7/21, rue Faraday - 49, rue Laugier	Section AN Nos. 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19	Not applicable	715,717,724,730,731,736,737,807,820	2 360

Asset Code	Postcode	Town/city	Address	Land registry references	Volumes	Joint ownership units	Valuation (in €k)
238	75017	Paris - 17th arrondissement	10, rue Nicolas Chuquet	Section BU No. 2	Not applicable	3, 7, 9, 10, 11, 12, 14, 17, 18, 21, 23, 24, 27, 28, 29, 31, 37, 39, 45, 50, 53, 61, 63 to 66, 68, 69, 73, 74, 76, 77, 85, 86, 87, 90, 95, 97, 102, 105, 106, 107, 111, 114, 115, 119, 120, 122, 124, 125, 130, 134, 137, 141, 142, 143, 144, 145, 148, 151, 153, 154, 155, 157, 159, 164, 168, 171, 177, 178, 182, 184 and 185 and Unit 186 sold on January 10, 2020	11 800
247	78000	Versailles	Petite Place - 7/ 9, rue Sainte-Anne - 6, rue Madame - 20, rue du Peintre Lebrun	Section AE Nos. 334, 480 (Vol. 2 to 4) and 354 (Vol. 2)	AE No. 480 Volumes 2 to 4 AE No. 354 Volume 2	4, 5, 6, 8, 15, 17, 19, 22, 28, 30, 35, 36, 38, 39, 41, 42, 43, 49, 51, 52, 53, 54, 58, 60, 61, 66, 67, 68, 71, 74, 77, 78, 81, 87, 88, 89, 92, 96, 103, 106, 108, 109, 113, 119, 120, 123, 124, 135, 139, 143, 146, 147, 153, 154, 159, 161, 162, 166, 167, 168, 169, 175, 178, 180, 184, 185, 186, 187, 189, 190, 196, 199, 200, 201, 205, 206, 207, 209, 212, 216, 218, 220, 230, 231, 235, 236, 238, 239, 242, 243, 247, 251, 253, 254, 255, 256, 257, 259, 260, 266, 267, 268, 272, 274, 277, 278, 280, 284, 290, 292, 293, 297, 298, 301, 303, 309, 310, 324, 326, 327, 328, 330, 331, 334, 344, 346, 347, 348, 352, 353, 354, 356, 361, 365, 366, 367, 368, 372, 373, 374, 376, 378, 382, 384, 389, 390, 392, 393, 394, 395, 397, 400, 402, 404, 405, 409, 414, 415, 421, 423, 428, 429, 430, 434, 437, 441, 443, 445, 446, 448, 449, 450, 452, 453, 455, 460, 464, 465, 466, 467, 473, 480, 481, 483, 495, 496, 497, 498, 499, 506, 510, 511, 514, 517, 519, 520, 521, 522, 524, 535, 538, 539, 543, 546, 547, 552, 559, 560, 565, 574, 576, 583, 587, 588, 594, 598, 602, 603, 612, 613, 614, 618, 619, 621, 623, 624, 632, 633, 636, 637, 638, 644, 647, 652, 653, 655, 658, 660	31 884
262	92400	Courbevoie	4/6/8, rue Victor-Hugo - 8/12, rue de l'Abreuvoir - 11, rue de L'Industrie	Section AG No. 164 (PP)	Not applicable	Not applicable	77 000
270	75006	Paris - 6th arrondissement	1, place Michel Debré	Section BH No. 67	Not applicable	8, 10, 12, 15, 16, 17, 19, 20, 23, 24, 25, 27, 29 and 31	6 448
271	75007	Paris - 7th arrondissement	262, boulevard Saint-Germain	Section AQ No.45	Not applicable	8 and 13	1 086
272	75007	Paris - 7th arrondissement	266, boulevard Saint-Germain	Section AQ No. 42	Not applicable	4, 12, 13, 14 and 17	2 270
273	75013	Paris - 13th arrondissement	49/53, rue Auguste Lançon - 26, rue de Rungis - 55/57, rue Brillat-Savarin	Section DJ No. 10	Volume 2	Not applicable	26 300

Asset Code	Postcode	Town/city	Address	Land registry references	Volumes	Joint ownership units	Valuation (in €k)
274	75013	Paris - 13th arrondissement	2/12, rue Charbonnel - 53, rue de l'Amiral Mouchez - 65/67, rue Brillat-Savarin	Section DK No. 6 (PP)	Not applicable	Not applicable	89 000
275	75013	Paris - 13th arrondissement	22/24, rue Wurtz	Section DL No. 69	Volume No. 2	2002 to 2007, 2009, 2010 to 2013, 2016, 2020, 2022, 2023, 2025, 2026, 2028, 2030, 2032, 2034, 2035, 2037 to 2044, 2049, 2050, 2054, 2056 to 2057, 2060, 2061, 2062, 2064, 2066, 2067, 2069, 2072, 2074 to 2076, 2079 to 2081, 2090 to 2092, 2095, 2098 to 2102, 2104, 2105, 2107 to 2110, 2112, 2114 to 2119, 2121 to 2124, 2128 to 2134, 2137 to 2141, 2143 to 2147, 2150, 2152 to 2155, 2159 to 2162, 2164 to 2166, 2168, 2171 to 2174, 2180 to 2183, 2188, 2190, 2193 to 2196, 2199, 2202, 2203, 2205 and 2206	20 600
280	75015	Paris - 15th arrondissement	199, rue Saint-Charles	Section ET No.2 (PP)	Not applicable	Not applicable	28 800
281	75015	Paris - 15th arrondissement	159/169, rue Blomet - 334/342, rue de Vaugirard	Section BN No. 60	Not applicable	4 (9,043/10,000ths) <u>Description as featured in the division description-joint-ownership regulations:</u> <i>Unit number four (4):</i> <i>Building surplus</i> <i>And the 9,043/10,000ths of joint ownership of the land and common areas.</i>	226 500
282	75015	Paris - 15th arrondissement	191, rue Saint-Charles - 17, rue Varet	Section ES No. 7	Not applicable	1, 6, 9, 22, 36, 47, 48, 49, 50, 77, 81, 84, 97, 109, 120, 121, 122, 123, 201 to 206, 215, 217, 220, 221, 227 to 236, 249, 256, 257, 258, 260, 266, 275, 279, 280, 292, 294, 297, 298, 316, 323, 326, 335, 339, 340, 407, 425, 426, 427, 428, 429, 430, 433, 437, 443, 447, 450, 457, 477, 481, 487, 491, 494, 603, 608, 613, 614, 618, 622, 631, 637, 638, 639, 640, 642, 704, 709, 724, 729, 734 and 801 and units 757, 241 and 308 sold on January 27, 2020	15 838
283	75015	Paris - 15th arrondissement	76/82, rue Lecourbe - rue François Bonvin (Bonvin-Lecourbe)	Section BZ No. 25	Not applicable	102, 104, 106 and 108	136 500
284	75015	Paris - 15th arrondissement	10, rue du Docteur Roux - 189/191, rue de Vaugirard	Section CS No. 106 (PP)	Not applicable	Not applicable	144 300
285	75015	Paris - 15th arrondissement	74, rue Lecourbe	Section BZ No. 25	Not applicable	Cf property 283	102 900

Asset Code	Postcode	Town/city	Address	Land registry references	Volumes	Joint ownership units	Valuation (in €k)
286	75015	Paris - 15th arrondissement	22/24, rue Edgar Faure	Section DL No. 59	Volume No. 1	7, 8, 12, 13, 14, 18, 19, 20, 26, 28, 30, 32, 33, 34, 35, 37, 41, 42, 43, 44, 45, 46, 51, 52, 53, 54, 57, 61, 66, 68, 69, 72, 73, 74, 75, 79, 80, 81, 83, 84, 88, 90, 94, 95, 96, 100, 101, 102, 108, 113, 114, 116, 117, 119, 120, 122, 124, 125, 128, 129, 130, 131, 133, 134, 135, 139, 140, 141, 142, 145, 149, 154, 156, 157, 160, 161, 162, 163, 167, 168, 169, 171, 172, 176, 177, 178, 181, 182, 184, 186, 187, 190, 192, 193, 194, 195, 197, 199, 201, 202, 203, 206, 207, 209, 213, 216, 217, 218, 221, 222, 226, 229, 230, 231, 235, 236, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 249, 252, 256, 261, 264, 265, 267, 269, 270, 271, 279, 280, 281, 282, 284, 285, 287, 289, 291, 292, 294, 299, 303, 304, 305, 306, 307, 308, 309, 310, 312, 314, 315, 316, 318, 319, 320, 321, 322, 323, 324, 325, 326, 329, 331, 332, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 350, 351, 352, 353, 354, 355, 356, 357, 359, 360	41 500
292	13008	Marseilles - 8th arrondissement	116, avenue Cantini - Quartier le Rouet	842 C Nos. 307, 313 and 314 Volume 10,000 842 C Nos. 139 to 143, 621, 271, 295, 299, 304, 306 and 308 Volumes 1,000 and 3,000	Volume 10,000 Volumes 1,000 and 3,000	within Volume 3,000 (residential building): 5, 27 within Volumes 10,000 and 1,000 (parking lots): 14, 48, 49, 50, 52, 53, 54, 61, 69, 70, 73, 83, 86, 108, 111, 128, 148, 158, 167	734
294	1280	Preveessin-Moens	La Bretonnière - Route de Mategnin - Le Cottage Mail du Neutrino	Section AP No. 76 (in PP - parking lot) Section AP No. 75 (joint ownership)	NC	On AP 75: 1, 4, 6, 7, 9, 12, 13, 16, 17, 19, 21, 103, 104, 105, 107, 108, 202, 203, 204, 207, 208, 209, 210, 212, 218, 219, 221, 223, 224, 226, 227, 228, 229, 301, 302, 304, 305, 307, 309, 311, 316, 317, 318, 320, 322, 323, 401, 402, 403, 404, 406, 502, 503, 506, 507, 510, 511, 513, 514, 519, 520, 523, 524, 525, 526, 527, 531, 532, 533, 602, 604, 608, 609, 613, 615, 701, 708, 709, 713, 716, 717, 802, 805, 808, 810, 811, 813, 814, 817, 818, 820, 821, 822, 823, 825, 826, 828, 830, 832, 835, 837, 839, 840, 841, 842, 844, 846, 847, 851, 859, 860, 863, 865, 869, 872, 876, 906, 915, 917, 918, 920, 922, 926, 930, 938, 942, 943, 944 Units 941 sold on February 7, 2020, units 924 sold on February 17, 2020 and units 306,854,512 sold on February 12, 2020	17 661
296	92100	Boulogne-Billancourt	Rue Marcel Bontemps, Ilot B3 lot B3abc ZAC Séguin Rives de Seine	Section BD No. 84	Volume No. 1: 68 social housing units, 1 housing unit and 89 parking lots	1, 3, 5, 12, 16, 34, 36, 41, 42, 49, 51, 65, 66, 68, 71, 73, 74, 77, 86, 88, 89, 90, 91, 113, 114, 116, 121, 122, 141, 144, 146 and 149 and units 18, 72, 156 and 157 sold on January 8, 2020 and units 20 and 111 sold on January 31, 2020	8 600

Asset Code	Postcode	Town/city	Address	Land registry references	Volumes	Joint ownership units	Valuation (in €k)
410	75020	Paris - 20th arrondissement	59/61, rue de Bagnolet	Section CT No. 33 (PP)	Not applicable	Not applicable	24 900
420	75015	Paris - 15th arrondissement	89, rue de Lourmel	Section EJ No. 75 (PP)	Not applicable	Not applicable	16 400
451	92300	Levallois-Perret	136/140, rue Aristide Briand	Section Q No. 272	Not applicable	303, 308, 310, 341, 366, 368, 372, 382, 387, 401, 409, 413, 416, 424, 425, 430, 436, 441, 445, 452, 453, 459, 517, 523, 528, 530, 533 and 545	3 639
452	75012	Paris - 12th arrondissement	18/20 bis, rue Sibuet	Section AD No. 26	Volume No. 2	Not applicable	39 300
453	75020	Paris - 20th arrondissement	44/57, rue de Bagnolet	Section CW No. 1, 2 (PP) Section CT No. 34 (PP)	Not applicable	Not applicable	16 800
454	75020	Paris - 20th arrondissement	162, rue de Bagnolet	Section DC No. 17	Not applicable	7, 10, 13, 17, 18, 21, 26, 28, 30, 32, 33, 37, 42, 43, 44, 45, 46, 49, 54, 62, 64, 65, 68, 71, 72, 81, 82, 83, 85, 87, 89, 92, 96, 98, 100, 103, 105, 106	6 100
459	92400	Courbevoie	8/12, rue Pierre Lhomme	Section S No. 164	101	1, 5, 6, 7, 9, 13, 14, 20, 21, 24, 29, 36, 40 to 44, 47, 48, 56, 58, 73, 79, 83, 86, 87, 89, 90, 91, 94, 96, 100, 106, 108, 109, 117, 120, 121, 126, 127, 128, 137, 139, 142, 146, 148, 150, 154, 155, 165, 166, 173, 175, 176, 177, 179, 185, 188 to 192, 194, 196 to 199, 209, 210, 213, 217, 225, 226, 227, 228, 229, 232, 236, 237, 240, 241, 243, 245, 247, 249, 251, 254, 255, 257, 259, 260, 267 to 269	11 100
460	92400	Courbevoie	43, rue Jules Ferry - 25, rue Cayla	Section BC No. 308 (PP)	Not applicable	Not applicable	24 800
461	75012	Paris - 12th arrondissement	9/11, avenue Ledru-Rollin	Section EL No. 27 (PP)	Not applicable	Not applicable	32 800
464	92350	Le Plessis-Robinson	25, rue Paul Rivet	Section T Nos. 95, 105, 106 and 113 (residential building) and Section T Nos. 89, 93, 96 and 103 (Volume 2 parking lots)	A fully owned property (residential building) and Volume No. 2 (parking lot)	Not applicable	51 100
466	75015	Paris - 15th arrondissement	39, rue de Vouillé	Section AG No. 40	Not applicable	3, 7, 8, 9, 12, 15, 20, 27 to 29, 32, 33, 36, 38, 41, 44, 101, 103, 104, 111, 113, 114, 115, 121, 122, 131, 134 to 137, 139, 140, 204 to 207, 210 and 214, 216, 217, 220, 222, 225, 228, 229, 235, 238, 242, 243, 244, 247, 249, 250, 252, 254, 256, 257, 262, 263, 265, 266, 270, 273, 275, 276, 277, 285, 293, 294, 296, 299, 304, 308, 310, 311, 312, 322, 325, 328, 330, 331, 336, 337, 339, 340, 342, 343, 344, 345, 347, 348, 350, 351, 353, 354, 355, 360, 362, 366, 368, 372, 384, 386, 387, 388, 391, 393 and 398 and Units 24, 213, 291 sold on January 15, 2020	24 461

Asset Code	Postcode	Town/city	Address	Land registry references	Volumes	Joint ownership units	Valuation (in €k)
530	75014	Paris - 14th arrondissement	3, villa Brune	Section CX No. 48 (PP)	Not applicable	Not applicable	39 800
540	75014	Paris - 14th arrondissement	83/85, rue de l'Ouest	Section DO No. 153	Not applicable	5, 6, 31, 35, 52, 68, 75	1 548
604	75015	Paris - 15th arrondissement	168/170, rue de Javel	Section EO No. 24 (PP)	Not applicable	Not applicable	50 200
631	75002	Paris - 2nd arrondissement	6 bis, rue Bachaumont	Section AK No. 16	Not applicable	8, 10, 19, 22, 34, 35	2 771

Asset Code	Postcode	Town/city	Address	Land registry references	Volumes	Joint ownership units	Valuation (in €k)
632	75003	Paris - 3rd arrondissement	7/7 bis, rue Saint-Gilles	Section AN No. 112	Not applicable	Not applicable	35 000
634/998	75012	Paris - 12th arrondissement	25, avenue de Saint-Mandé	Section CL No. 40 (PP)	Not applicable	Not applicable	40 119
636	75012	Paris - 12th arrondissement	25/27, rue de Fécamp - 45, rue de Fécamp	Section BP No. 26	Not applicable	4, 9, 10, 14, 18, 19, 25, 27, 28, 29, 32, 33, 35, 36, 40, 43, 45, 46, 47, 49, 56, 57, 59, 65, 66, 67, 68, 70, 75, 76, 77, 78, 79, 82, 83, 89, 94, 95, 96, 99, 100, 102	10 500
639	75012	Paris - 12th arrondissement	220, rue du Faubourg Saint-Antoine	Section CS No. 20 (PP)	Not applicable	Not applicable	59 000
640	75012	Paris - 12th arrondissement	24/26, rue Sibuet	Section AD No. 84 (PP)	Not applicable	Not applicable	75 500
641	75018	Paris - 18th arrondissement	40, rue des Abbesses	Section AS No. 144	Not applicable	6, 7, 10, 21, 22, 23, 25, 27, 30, 31, 32, 35, 36, 37, 42, 44, 45, 46, 49, 53, 55, 58, 60, 61, 66, 70	6 266
644	75020	Paris - 20th arrondissement	42/52 and 58/60, rue de la Py - 15/21, rue des Montibœufs	Section BL No. 45 and 48 (PP)	Not applicable	Not applicable	58 800
648/658	92410	Ville-d'Avray	1 to 33, avenue des Cèdres - 3/5, allée Forestière - 1, rue du Belvédère de la Ronce	Section AE No. 499 and Plots AE 526 and 527	Not applicable	on AE No. 499: 1, 2, 3, 7, 10, 12	163 875
654	75020	Paris - 20th arrondissement	19/21, rue d'Annam	Section CC No. 23	Not applicable	1, 3, 4, 6, 7, 12, 13, 14, 17, 18, 19, 21, 23, 25, 26, 29, 30, 32, 33, 34, 35, 36, 40, 42, 44 to 50, 53, 55, 58 to 62, 64, 66 to 70, 73, 74, 75, 76, 83 to 85, 89 to 95, 97, 99, 102, 103, 104, 106, 107, 108, 109, 111, 113, 114, 117, 121, 124, 125, 127, 128, 129, 132, 135, 137, 138, 140 to 143, 147, 148, 149, 150, 153 and 154	13 817
661	75015	Paris - 15th arrondissement	148, rue de Lourmel - 74/86, rue des Cévennes - 49, rue Lacordaire	Section ES No. 46	Volume 1	Not applicable	171 000
662	75015	Paris - 15th arrondissement	85/89, boulevard Pasteur	Section CO No. 4	Not applicable	64, 81, 82, 417, 418, 419, 467, 468, 505 to 518, 525 to 528, 530, 531, 532, 534, 536, 542, 543, 545, 546 and 548	126 000
663	75016	Paris - 16th arrondissement	6/14, rue de Rémusat - square Henri-Paté	Section BY No. 1 (PP)	Not applicable	Not applicable	162 900
666	75016	Paris - 16th arrondissement	46 bis, rue Saint-Didier	Section DW No. 85 (PP)	Not applicable	Not applicable	29 900
668	92100	Boulogne-Billancourt	94/98, rue de Bellevue	Section AK No. 213 (PP)	Not applicable	Not applicable	32 100
669	92100	Boulogne-Billancourt	59 bis/59 ter, rue des Peupliers - 35 bis, rue Marcel Dassault	Section BO No. 69	Volume No. 1 for use as parking lots AND Volume No. 3 for residential and professional use	Within Volume No. 1: 103, 104, 105, 107, 109, 112, 115, 116, 117, 118, 123, 132, 142, 143, 144, 147, 149, 150, 151, 152, 156, 158, 165, 171, 172 and unit 130 sold on January 21, 2020 Within Volume No. 3: 311, 314 to 319, 322, 323, 332, 333, 338, 340, 341, 342, 343, 347, 350, 351, 352, 353, 358, 364, 367, 377, 378, 380, 382 and 383 And unit 361 sold on January 30, 2020	9 300

Asset Code	Postcode	Town/city	Address	Land registry references	Volumes	Joint ownership units	Valuation (in €k)
824	95100	Argenteuil	Wallon	Section CN No. 76	Not applicable	1	0
880	75015	Paris - 15th arrondissement	3, rue Jobbé-Duval	Section AL No. 39	Not applicable	53, 57, 65, 74	392
892	91380	Chilly-Mazarin	5, rue des Dalhias	Section AE Nos. 143 and 147	Not applicable	102, 194, 295, 741 and 742	118
909	75015	Paris - 15th arrondissement	27, rue Balard	Section FV No. 166	Volume Nos. 5 (residential building) and 10 (parking lots)	<p>Within Volume 5: 5003, 5004, 5006, 5009, 5011 to 5013, 5015, 5018, 5022, 5023, 5024, 5026, 5027, 5030 to 5034, 5037, 5039, 5042, 5045, 5046, 5047, 5048, 5050, 5053 to 5057, 5060, 5062, 5063, 5064, 5066, 5067, 5069, 5072, 5074, 5075, 5076, 5078, 5081, 5084, 5085, 5086, 5088, 5089, 5092, 5093, 5094, 5095, 5096, 5099, 5101, 5104, 5107, 5108, 5109, 5110, 5113, 5116, 5117, 5118, 5119, 5120, 5123, 5125, 5126, 5127</p> <p>Within Volume 10: 1002 to 1005, 1008, 1009, 1017, 1019, 1023, 1026, 1027, 1037, 1038, 1091, 1092, 1096, 1104 to 1108, 1110 to 1112, 1115, 1117, 1118, 1120 and 1121</p>	24 100
918	75019	Paris - 19th arrondissement	104/106, rue Petit - 16, allée de Fontainebleau	Section CX Nos. 6 and 40	Volumes 16 and 17 Volumes 5 and 20	<p>within Volumes 16 and 17: units 16004, 16270, 17192 and 17237</p> <p>within Volumes 5 and 20: unit 20070</p>	280
922	94410	Saint-Maurice	1/5, allée des Bateaux-Lavoirs - 4, promenade du Canal	Section N No. 73	21, 22, 23, 24, 25	Not applicable	34 300
923	92600	Asnières	46, rue de la Sablière	Section AM No. 109	Volume 1: for use as parking lots Volumes 4, 5 and 6: Residential building	108, 118, 133, 157, 176, 198, 217, 238, 268, 274, 280, 294, 296, 327, 347 and 361	1 496
926	92100	Boulogne-Billancourt	108, rue de Bellevue - 99, rue de Sèvres	Section AL No. 150	Volume No. 2100	Not applicable	159 100
927	92400	Courbevoie	3, place Charras	Section Z No. 130	Not applicable	<p>402, 405, 406, 408, 410, 412, 413, 417, 418, 419, 421, 423, 427, 429, 432, 433, 435, 436, 438, 440, 443, 446, 449, 452, 453, 454, 456, 457, 460, 462, 465, 468, 470, 471, 476, 477, 482, 484, 486, 489, 493, 496, 497, 499, 501, 503, 505, 506, 510, 511, 513, 514, 515, 516, 520, 522, 523, 526 to 529, 540, 546, 548 to 552, 554, 556, 559, 560, 563, 564, 567, 570, 574, 575, 580, 587, 588, 589, 591, 592, 594, 598, 600, 601, 609, 611, 612 and 616</p> <p>and units 458, 521 and 562 sold on January 27, 2020</p>	12 900
951	75017	Paris - 17th arrondissement	28, avenue Carnot	Section AK No. 4	Not applicable	3, 5, 7, 20, 32, 36, 50, 58, 61 and 66	4 439

[illegible]

Appendix 2.3
Mirror Debt Characteristics

GEC 25 will assume the Gecina debt attributable to the Contributed Business and non-transferable as such, the Mirror Debt, corresponding to a proportion of Gecina's financial debt at the Effective Date. The Mirror Debt will take the form of an intra-group loan agreement which is the traditional financing method for all Gecina Group subsidiaries.

The amount of the Gecina Group's debt will be related to the value of its assets, which will make it possible to define the Loan to Value ("LTV") ratio. As of December 31, 2019, this LTV ratio was 36.0%, corresponding to a financial debt of €7.2 billion on assets of €20.1 billion.

This LTV ratio will be applied to the market value of the assets contributed to GEC 25. With assets transferred of €3,046,119,218 and an LTV of 36.0%, the financial debt to be borne by GEC 25, in the form of a Mirror Debt, will be €1,096,602,918.

This Mirror Debt, the detailed terms and conditions of which will be included in the intra-group loan agreement, will reflect the main aggregate characteristics of Gecina's non-transferable debt in terms of average maturity and average cost and will have the following terms and conditions:

- Average maturity: 7.5 years;
- Average cost: total average cost of Gecina's consolidated debt, 1.4%, revisable annually.

Appendix 3.4

Information regarding employees whose employment contract would be transferred

1- Information regarding employees whose employment contract will be transferred pursuant to Article L. 1224-1 of the French *Code du travail* (subject to the actual number of employees on the Completion Date of the Contribution):

Function of the employee assigned mainly or exclusively to the Contributed Business	Seniority of the employee assigned mainly or exclusively to the Contributed Business
BUILDING SUPERINTENDENT	28.2
CHIEF SUPERINTENDENT	28.2
BUILDING SUPERINTENDENT	1.4
BUILDING SUPERINTENDENT	23.7
BUILDING SUPERINTENDENT	27.7
BUILDING SUPERINTENDENT	21.8
BUILDING SUPERINTENDENT	19.4
BUILDING SUPERINTENDENT	21.2
CHIEF SUPERINTENDENT	24.6
BUILDING SUPERINTENDENT	24.6
BUILDING SUPERINTENDENT	21.8
BUILDING SUPERINTENDENT	29.5
BUILDING SUPERINTENDENT	29.3
BUILDING SUPERINTENDENT	29.3
BUILDING SUPERINTENDENT	17.2
BUILDING SUPERINTENDENT	31.7
BUILDING SUPERINTENDENT	22.5
BUILDING SUPERINTENDENT	1.2
TECHNICAL ASSISTANT	43.2
RENTAL MANAGEMENT ASSISTANT	16.3
TECHNICAL OPERATIONS MANAGER	6.8
PROPERTY MANAGEMENT OFFICER	19.4
QUALITY MANAGER	24.9
ACCOUNTANT	31.0
TECHNICAL ASSISTANT	37.7
PROPERTY ACCOUNTANT	20.6
RENTAL MANAGEMENT ASSISTANT	18.7
PROPERTY ACCOUNTANT	23.1
RENTAL MANAGEMENT ASSISTANT	20.8
DIRECTOR, DIVESTMENT PROGRAMS	25.0
TECHNICAL ASSISTANT	19.3
TECHNICAL OPERATIONS MANAGER	19.7
PROPERTY MANAGEMENT OFFICER	16.3
DIRECTOR, PROPERTY PORTFOLIO	21.8
TECHNICAL OPERATIONS MANAGER	39.2

RENTAL MANAGEMENT ASSISTANT	21.6
RENTAL MANAGEMENT ASSISTANT	21.4
RENTAL MANAGEMENT ASSISTANT	18.9
DIRECTOR, DIVESTMENT PROGRAMS	25.7
ASSISTANT, DIVESTMENT PROGRAMS	17.2
QUALITY ASSISTANT	21.8
PROPERTY ACCOUNTANT	25 0
QUALITY CONTROL OFFICER	26.8
TECHNICAL ASSISTANT	18 0
BUILDING SUPERINTENDENT	23.0
BUILDING EMPLOYEE	28 6
BUILDING SUPERINTENDENT	19.8
BUILDING SUPERINTENDENT	21.1
BUILDING SUPERINTENDENT	22.3
BUILDING SUPERINTENDENT	16.3
BUILDING EMPLOYEE	27.2
BUILDING SUPERINTENDENT	21.7
BUILDING SUPERINTENDENT	18 3
BUILDING SUPERINTENDENT	34.4
BUILDING EMPLOYEE	21.2
BUILDING SUPERINTENDENT	19.8
BUILDING SUPERINTENDENT	25.2
BUILDING SUPERINTENDENT	25.3
BUILDING SUPERINTENDENT	22.8
BUILDING SUPERINTENDENT	31.2
CHIEF SUPERINTENDENT	31.2
BUILDING SUPERINTENDENT	39.9
CHIEF SUPERINTENDENT	19.8
BUILDING EMPLOYEE	26.1
BUILDING SUPERINTENDENT	18 8
DIRECTOR, DIVESTMENT PROGRAMS	15.6
BUILDING SUPERINTENDENT	15.6
PROPERTY ACCOUNTANT	4 1
PROPERTY MANAGEMENT OFFICER	13.6
MARKETING & COMMUNICATIONS MANAGER	12.9
BUILDING SUPERINTENDENT	12.6
PROPERTY ACCOUNTANT	5.7
RENTAL MANAGEMENT ASSISTANT	12 1
TECHNICAL ASSISTANT	0.8
GROUP ACCOUNTANT	9.4
RENTAL MANAGEMENT ASSISTANT	8 7
BUILDING SUPERINTENDENT	8.4
BUILDING SUPERINTENDENT	8 4
BUILDING SUPERINTENDENT	8.3
BUILDING SUPERINTENDENT	8.3
CUSTOMER SERVICES OFFICER	4.2
TECHNICAL OPERATIONS MANAGER	7.4
ASSET MANAGER	7.2

INTERIM BUILDING SUPERINTENDENT	0.3
BUILDING SUPERINTENDENT	6.6
TECHNICAL PROJECTS MANAGER	6.0
DIRECTOR, COMMERCIALIZATION	4.2
ACCOUNTING ASSISTANT	3.4
EXECUTIVE ASSISTANT	3.8
RENTAL MANAGEMENT ASSISTANT	3.6
TECHNICAL OPERATIONS MANAGER	3.6
RENTAL MANAGEMENT ASSISTANT	3.5
ASSET MANAGER	3.1
EXECUTIVE DIRECTOR, RESIDENTIAL	2.4
TECHNICAL ASSISTANT	2.3
RENTAL MANAGEMENT ASSISTANT	2.0
RENTAL MANAGEMENT ASSISTANT, PART-TIME	1.4
DIRECTOR, RESIDENTIAL SALES & MARKETING	1.4
MANAGEMENT & COMMUNICATIONS ASSISTANT, PART-TIME	1.4
TECHNICAL PROJECTS ASSISTANT	1.0
MANAGEMENT & COMMUNICATIONS OFFICER	0.9
TECHNICAL PROJECTS MANAGER	0.8
PORTFOLIO DIRECTOR	0.8
EXECUTIVE ASSISTANT	0.6
MARKETING ANALYSIS ASSISTANT, PART-TIME	0.4
REAL ESTATE ANALYSIS ASSISTANT, PART-TIME	0.4
PROJECTS DIRECTOR	0.4
HEAD OF PRODUCT MARKETING	0.3
MARKETING MANAGER	0.2
TECHNICAL MANAGER, STRUCTURAL	0.2
ANALYST	0.6
TECHNICAL OPERATIONS MANAGER	0.1
BUILDING SUPERINTENDENT	0.1

2 - Information regarding employees whose employment contracts would be transferred in full, if they accept it, by the conclusion of tripartite agreements for the transfer of employment contracts (subject to the actual number of employees at the Completion Date of the Contribution):

Function of the employee assigned partially to the Contributed Business	Seniority of the employee assigned partially to the Contributed Business
ACCOUNTANT	30.9
ACCOUNTING ASSISTANT	3.3