

CARMILA

Limited company (*société anonyme*) with share capital of €819,370,170
Registered office: 58 avenue Emile Zola, 92100 Boulogne-Billancourt, France
Nanterre Trade and Companies Register (RCS) 381 844 471

**DRAFT OF THE
BY-LAWS**

I. LEGAL STRUCTURE – NAME – PURPOSE – REGISTERED OFFICE – DURATION - FINANCIAL YEAR

ARTICLE 1. LEGAL STRUCTURE

The Company is a limited company (*société anonyme*), governed by the applicable laws and regulations, and these by-laws.

ARTICLE 2. NAME

The name of the Company is: "Carmila".

ARTICLE 3. PURPOSE

The Company's main purpose is to acquire or construct commercial or industrial buildings or groups of buildings for leasing or rental purposes, to directly or indirectly hold interests in legal entities whose purpose is to acquire or construct buildings or groups of commercial buildings for leasing or rental purposes, and, more generally, to hold and operate sites, commercial or industrial buildings or groups of buildings for leasing or rental purposes, particularly shopping centres located in France and abroad.

And, for this purpose:

- to acquire by any means (including through exchange or contribution or any other type of transfer) and/or construct any sites, buildings, assets and property rights for leasing or rental purposes; to manage, administrate, rent, lease and develop any sites, assets and property rights; to furnish and equip all building complexes for rent; and any other activities associated with or related to the abovementioned business, directly or indirectly, acting alone or through an association, joint venture, group or company with any other persons or companies;
- to engage, by any means, in transactions relating to its purpose by way of acquisition of interests or shareholdings, by any means and in any form, in any French or foreign real estate, industrial, financial or commercial company, in particular by way of acquisition, creation of new companies, subscription or purchase of securities or corporate rights, contributions, mergers, alliances, joint ventures, economic interest groups or otherwise, as well as to administer, manage and control these interests or shareholdings;
- on an exceptional basis: to exchange or dispose of securities held or assets or real estate acquired or built for leasing or rental purposes in accordance with the Company's main purpose by way of sale, contribution or otherwise; and
- generally, all commercial, financial and industrial transactions and all transactions in movable or real property relating directly or indirectly to the Company's purpose and any similar or connected purpose likely to facilitate the completion thereof or promoting its extension or development (including, in particular, concerning buildings or groups of buildings for leasing or rental purposes, other than for commercial purposes).

ARTICLE 4. REGISTERED OFFICE

The Company's registered office is located at 58 avenue Emile Zola, 92100 Boulogne-Billancourt, France.

It may be transferred to any other location within French territory, as decided by the Board of Directors, subject to the approval of the following Ordinary Shareholders' Meeting.

ARTICLE 5. DURATION

The Company will continue in existence until 31 December 2089, unless it is wound-up early, or the duration is extended pursuant to the By-laws.

ARTICLE 6. FINANCIAL YEAR

The financial year begins on 1 January and ends on 31 December each year.

II. SHARE CAPITAL - SHARES

ARTICLE 7. SHARE CAPITAL

The share capital amounts to eight hundred and nineteen million, three hundred and seventy thousand, one hundred and seventy euros (€819,370,170), divided into one hundred and thirty-six million, five-hundred and sixty-one thousand, six hundred and ninety five (136,561,695) shares, each with a face value of six (6) euros.

The shares are divided into three categories:

- 136,561,695 category A shares (“**A Shares**”) which are ordinary shares;
- [•] category B shares (“**B Shares**”) which are preference shares issued in accordance with Articles L. 228-11 et seq. of the French Commercial Code; and
- [•] category C shares (“**C Shares**”) which are preference shares in accordance with Articles L. 228-11 et seq. of the French Commercial Code.

In these by-laws, A Shares, B Shares and C Shares are together defined as “shares”, the holders of A Shares as “**A Shareholders**”, the holders of B Shares as “**B Shareholders**” and the holders of C Shares as “**C Shareholders**”, A, B and C Shareholders collectively as the “**shareholders**”

ARTICLE 8. FORM OF THE SHARES

A Shares are registered or bearer shares, as decided by the shareholder, under the applicable legal provisions.

Fully paid up B and C Shares are registered shares.

The Company may use the means authorised by applicable law and regulations for the identification of holders of shares conferring an immediate or future right to vote at its Shareholders’ meetings, and may apply any sanctions related to such shares.

Any natural person or legal entity, acting alone or in concert, who holds a number of shares representing 1% or more of the share capital or of voting rights, up to a total of 30% of the share capital or voting rights, must inform the Company of the total number of shares and voting rights held, as well as the number of securities giving access to the share capital in the future, and any voting rights potentially attached to those shares, and any shares that such person may acquire by virtue of an agreement or financial instrument. In each case, the information must be conveyed by registered letter with acknowledgement of receipt within five trading days after crossing the applicable threshold.

The obligation to inform the Company also applies in cases where the interest of the relevant holder of share capital or voting rights falls below the thresholds mentioned in paragraph 3 of this Article.

Subject to the foregoing obligations, this obligation to report the crossing of thresholds is governed by the same legal obligation pursuant to applicable law and regulations, including legal or regulatory provisions with respect to assimilation of the shares and voting rights with previously owned shares.

At the request of one or several shareholders holding at least 5% of the capital or voting rights of the Company and recorded in the minutes of the Shareholders' meeting, the sanctions provided for by law in the event of failure to declare the crossing of legal thresholds also apply in the event of a failure to declare the crossing of thresholds pursuant to these by-laws.

ARTICLE 9. SHARE DISPOSAL AND TRANSFER

There are no restrictions on the trading of shares.

Share trading takes place by transfer between accounts, in line with statutory and regulatory rules.

ARTICLE 10. RIGHTS AND OBLIGATIONS ATTACHED TO EACH SHARE

I. COMMON RIGHTS ATTACHED TO THE SHARES

1. Each A Share entitles the holder to a share in the profits in proportion to the number of A Shares in existence. B and C Shares do not carry dividend rights.

Each share entitles the holder to liquidation dividends in proportion to the number of shares in existence.

2. Each time it is necessary to possess a certain number of shares in order to exercise a right, it is up to the owners who are not in possession of that number to take personal responsibility for obtaining the number of securities required or a multiple thereof, and the provisions of Article L. 228-6-1 of the French Commercial Code shall apply to fractional rights.

II. RIGHTS SPECIFIC TO A SHARES

Each A Share entitles the holder to one (1) vote, it being stated that each share will entitle its holder to one (1) vote, notwithstanding any non-mandatory legal or regulatory provision to the contrary (including the double voting right provided for by Article L. 225-123 of the French Commercial Code).

B and C Shares do not carry voting rights.

III. RIGHTS AND RESTRICTIONS SPECIFIC TO B AND C SHARES

1. Preference shares and the rights of their holders are governed by the applicable provisions of the French Commercial Code and, particularly Articles L. 228-11 et seq.

2. After the Share B and Share C lock-up period given in the free B and C Share plans under which they are allocated, (the "**Lock-Up Period**") (the "**Lock-up Expiry Date**"), B Shares and C Shares will automatically be converted into A Shares, subject to the conditions in paragraphs 3 to 4, it being stated that, with respect to the Company's corporate officers, the Board of Directors would have the option of delaying the conversion date to the date of termination of their functions as corporate officers within the Company.

3. Each B Share and each C Share would carry the right to a maximum of one (1) A Share, subject to meeting the performance conditions listed below (the "**Performance Conditions**"). The number of A Shares that may result from the conversion of the B Shares and C Shares will be calculated by the Board of Directors on the Lock-up Period Expiry Date according to the extent to which the Performance Conditions have been met (the "**Conversion Ratio**"), it being stated that if the average level of achievement of the applicable Performance Conditions exceeds 100%, the Conversion Ratio

will be, as the case maybe, one (1) A Share for one (1) B Share or one (1) A Share for one (1) C Share.

4. The Performance Conditions of B and C Shares are as follows:

4.1. B Shares

4.1.1. The Performance Conditions of B Shares are as follows:

- **Condition 1: Change in NAV (representing one-third of the Performance Conditions) (“Performance Condition 1”)**

For the purposes of this Article:

“**Variation of Company’s NAV**” refers to the change in Net Asset Value of the Carmila Group at constant scope compared with the Carmila Group’s scope at 31 December 2017, expressed as a percentage between Carmila’s Net Asset Value in 2017 and the Company’s Net Asset Value in 2020.

The “**Panel NAV**” refers to the average variation, expressed as a percentage, between the Net Asset Value in 2017 and the Net Asset Value in 2020 of each of the companies in the Panel.

The “**Net Asset Value 2017**” refers to the Net Asset Value of a given company at 31 December 2017.

The “**Net Asset Value 2020**” refers to the Net Asset Value of a given company at 31 December 2020, plus any distribution between 31 December 2017 and 31 December 2020.

The “**Panel**” refers to companies comparable to the Company as determined by the Company’s Board of Directors in the plan regulations.

- If the Company’s NAV Variation is below the Panel’s NAV Variation, Performance Condition 1 will not have been achieved.
- If the Company’s NAV Variation is equal to the NAV Variation of the Panel, Performance Condition 1 will be deemed to have been 50% achieved.
- If the Company’s NAV Variation is above the Panel’s NAV Variation by 1 point, Performance Condition 1 will be deemed to have been 75% achieved.
- If the Company’s NAV Variation is above the Panel’s NAV Variation by 2 points, Performance Condition 1 will be deemed to have been 100% achieved.
- If the Company’s NAV Variation is above the Panel’s NAV Variation by 3 points, Performance Condition 1 will be deemed to have been 120% achieved.

If the result falls between two boundaries, the achievement of Performance Condition 1 will be calculated by linear interpolation.

- **Condition 2: Average Annual Growth of Recurring Earnings (representing one-third of the Performance Conditions) (“Performance Condition 2”)**

Within the meaning of this Article, “Average Annual Growth in Recurring Earnings” refers to the average annual growth, with any disposals over the period not included in the scope, expressed as a percentage, of recurring earnings per Carmila share for the financial year ended 31 December 2020 compared with the recurring earnings per Carmila share for the year ended 31 December 2017, calculated based on the number of shares outstanding at 31 December 2017.

- If the Average Annual Growth of Recurring Earnings per share is below or equal to 2%, Performance Condition 2 will not have been achieved.
- If Average Annual Growth of Recurring Earnings per share is equal to 4%, Performance Condition 2 will be deemed to have been 20% achieved.

- If Average Annual Growth of Recurring Earnings per share is equal to 6%, Performance Condition 2 will be deemed to have been 40% achieved.
- If Average Annual Growth of Recurring Earnings per share is equal to 8%, Performance Condition 2 will be deemed to have been 60% achieved.
- If Average Annual Growth of Recurring Earnings per share is equal to 10%, Performance Condition 2 will be deemed to have been 80% achieved.
- If Average Annual Growth of Recurring Earnings per share is equal to 12%, Performance Condition 2 will be deemed to have been 100% achieved.
- If Average Annual Growth of Recurring Earnings per share is equal to 14%, Performance Condition 2 will be deemed to have been 120% achieved.

If the result falls between two boundaries, the achievement of Performance Condition 2 will be calculated by linear interpolation.

- **Condition 3: Change in Share Price (representing one-third of Performance Conditions) (“Performance Condition 3”)**

Within the meaning of this Article, the “2020 Share Price” refers to the average price of Carmila shares at close of trading in the last 40 trading days of financial year 2020.

- If the 2020 Share Price is less than 5% of the Company’s Net Asset Value per share at 31 December 2019, Performance Condition 3 will not have been achieved.
- If the 2020 Share Price is equal to the Company’s Net Asset Value per share at 31 December 2019, Performance Condition 3 will be deemed to have been 80% achieved.
- If the 2020 Share Price is equal to 105% of the Company’s Net Asset Value per share at 31 December 2019, Performance Condition 3 will be deemed to have been 100% achieved.
- If the 2020 Share Price is equal to or greater than 110% of the Company’s Net Asset Value per share at 31 December 2019, Performance Condition 3 will be deemed to have been 120% achieved.

If the result falls between two boundaries, the achievement of Performance Condition 3 will be calculated by linear interpolation.

4.1.2. The number of A Shares resulting from the conversion must be determined, for each B Shareholder, by applying the Conversion Ratio to the number of B Shares held by the holder at the conversion date, with the Conversion Ratio weighted as follows:

- 0% of the Conversion Ratio if the holder is no longer an employee of the Company or one of its subsidiaries at the end of the one (1) year vesting period;
- 20% of the Conversion Ratio if the holder is still an employee of the Company or one of its subsidiaries at the end of the one (1) year vesting period;
- 40% of the Conversion Ratio if the holder is still an employee of the Company or one of its subsidiaries at the end of one (1) year of Lock-Up Period;
- 100% of the Conversion Ratio if the holder is still an employee of the Company or one of its subsidiaries at the end of a two (2) year Lock-Up Period, i.e. on the date of conversion of the B Shares into A Shares;
- as an exception, between 0% and 100% of the Conversion Ratio, upon the decision of the Board of Directors, if the holder is no longer an employee on the Share Lock-up Period Expiry Date, and depending on the circumstances and/or the date of his/her departure.

Where the total number of A Shares that should be received in respect of the conversion of all B Shares held by a holder is not a whole number, the said holder will receive the whole number of A Shares immediately above.

The Company will notify B Shareholders of the conversion on the Lock-Up Period Expiry Date.

A Shares produced by the conversion of B Shares will become permanently included in the Company's A Shares in existence on their date of conversion and carry standard dividend rights.

The total number of A Shares that could result from the conversion of the B Shares may not exceed 127,000 A Shares, with this number not taking account of any adjustments made to preserve the rights of the B Shareholders, in accordance with the legal and, where applicable, regulatory provisions.

No later than fifteen (15) days prior to each Shareholders' meeting, shareholders will have access to a supplementary Board of Directors' report and a supplementary Statutory Auditors' report, produced in accordance with Article R. 228-18 of the French Commercial Code on conversions of B Shares into A Shares.

4.1.3. Buyback of B Shares

In the scenario where, after the Lock-up Period Expiry Date, the number of A Shares to which the B Shares held by some or all of the holders would give rights through conversion, is equal to zero, the Company will, at its sole initiative, buy back the said B Shares for the purpose of cancelling them.

All B Shares bought back in this way will be permanently cancelled on their buyback date and the Company's share capital reduced by that amount, with creditors benefiting from a right to oppose.

B Shares will be bought back at their unit face value.

The Company will notify B Shareholders of the buyback by any means prior to the actual buyback date. The Board of Directors must note the number of any B Shares bought back and cancelled by the Company and make the necessary changes to the Articles of these by-laws.

4.2. C Shares

4.2.1. The Performance Conditions of C Shares are as follows:

- **Condition 1: Carmila's Total Shareholder Return (TSR) over three years to the end of 2021 compared with a panel benchmark ("Performance Condition 1" representing 25% of Performance Conditions)**

For the purposes of this Article:

The "EPRA NNNAV 2021" refers to the total triple EPRA Net Asset Value published by the Company on 31 December 2021.

The "EPRA NNNAV 2018" refers to the total triple EPRA Net Asset Value published by the Company on 31 December 2018.

The "Panel" refers to the panel of companies comparable to the Company, as determined by the Company's Board of Directors in the plan regulations.

"Carmila's 3-year TSR 2021" refers to the ratio between (i) on the one hand, the Company's EPRA NNNAV 2021 to which any distributions between 1 January 2019 and 31 December 2021 will have been added; and (ii) on the other hand, the EPRA NNNAV 2018.

The "Panel's 3-year TSR 2021" refers to the average 3-year TSR 2021 for companies in the Panel, i.e. for each company, the ratio between (i) on the one hand, the EPRA NNNAV at the end of 2021 to which any distributions by those companies between 1 January 2019 and 31 December 2021 will have been added; and (ii) on the other hand, the EPRA NNNAV at the end of 2018 for those same companies.

- If Carmila's 3-year TSR 2021 is equal to the Panel's 3-year TSR 2021, Performance Condition 1 will have been 50% achieved.
- If Carmila's 3-year TSR 2021 exceeds the Panel's 3-year TSR 2021 by 1 point, Performance Condition 1 will have been 75% achieved.
- If Carmila's 3-year TSR 2021 exceeds the Panel's 3-year TSR 2021 by 2 points, Performance Condition 1 will have been 100% achieved.
- If Carmila's 3-year TSR 2021 exceeds the Panel's 3-year TSR 2021 by 3 points, Performance Condition 1 will have been 120% achieved.

If the result falls between two boundaries, the achievement of Performance Condition 1 will be calculated by linear interpolation.

- **Condition 2: Growth of Recurring Earnings per Share ("Performance Condition 2" representing 25% of Performance Conditions)**

For the purposes of this Article, the "Target range" refers to the target growth of recurring earnings for year n as published by the Company, in the published annual results for n-1. This target will be expressed as a range of values between a lower boundary and an upper boundary.

For each year in question (2019, 2020 and 2021 each contributing one third to Performance Condition 2),

- If the Recurring Earnings per Share published by the Company for financial years 2019, 2020 and 2021 is beneath the lower boundary of the Target range for the year in question, the Performance Condition 2 for the year in question is deemed not to have been achieved.
- If the Recurring Earnings per Share published by the Company for financial years 2019, 2020 and 2021 is equal to the lower boundary of the Target range for the year in question, the Performance Condition 2 for the year will be deemed to have been 30% achieved.
- If the Recurring Earnings per Share published by the Company for financial years 2019, 2020 and 2021 is equal to the upper boundary of the Target range for the year in question, the Performance Condition 2 for the year in question will be deemed to have been 100% achieved.

The rate of achievement of Performance Condition 2 will be equal to the average of achievement rates for the three years 2019, 2020 and 2021.

If the Recurring earnings per Share published by the Company for financial years 2019, 2020 and 2021 exceeds the median of the lower and upper boundaries of the Target range for the year in question in each of the three years, the Performance Condition 2 achievement rate will be adjusted upwards by 20 points.

- **Condition 3: Asset Certification rate ("Performance Condition 3" representing 25% of Performance Conditions)**

Within the meaning of this Article, the "Certification Rate" refers to the appraisal value, transfer taxes included, of the assets in the Company's portfolio for which environmental certification has been obtained in relation to the total appraisal value, transfer taxes included, for the Company's whole portfolio.

- If the Certification Rate obtained at 31 December 2021 is 50%, the Performance Condition 3 achievement rate is 0%.
- If the Certification Rate obtained at 31 December 2021 is 65%, the Performance Condition 3 achievement rate is 100%.
- If the Certification Rate obtained at 31 December 2021 is 80%, the Performance Condition 3 achievement rate is 120%.

If the result falls between two boundaries, the achievement of Performance Condition 3 will be calculated by linear interpolation.

- **Condition 4: Carmila’s Total Shareholder Return (trading TSR) over three years to the end of 2021 compared with a panel benchmark (“Performance Condition 4” representing 25% of Performance Conditions)**

For the purposes of this Article:

The “**Panel**” refers to the panel of companies comparable to the Company, as determined by the Company’s Board of Directors in the plan regulations.

“**Carmila’s 3-year trading TSR 2021**” refers to the ratio between (i) on the one hand, the Company’s average closing prices over the last 40 trading days in the 2021 financial year, plus any distributions between 1 January 2019 and 31 December 2021; and (ii) on the other hand, the Company’s closing price at 31 December 2018 i.e. €16.16 per share.

The “**Panel’s 3-year trading TSR 2021**” refers to the average of three-year TSRs at the end of 2021 for the companies in the panel, i.e. for each company, the ratio between (i) on the one hand, the average of closing prices in the last 40 trading days of the 2021 financial year, plus any distributions by those companies between 1 January 2019 and 31 December 2021; and (ii) on the other hand, the closing market price at 31 December 2018 of those same companies.

- If Carmila’s 3-year trading TSR 2021 is lower than the Panel’s 3-year trading TSR 2021 by 5 points, Performance Condition 4 will not have been achieved.
- If Carmila’s 3-year trading TSR 2021 is equal to the Panel’s 3-year trading TSR 2021, Performance Condition 4 will have been 100% achieved.
- If Carmila’s 3-year trading TSR 2021 exceeds the Panel’s 3-year trading TSR 2021, Performance Condition 4 will have been 120% achieved.

If the result falls between two boundaries, the achievement of Performance Condition 4 will be calculated by linear interpolation.

4.2.2. The number of A Shares resulting from the conversion must be determined, for each C Shareholder, by applying the Conversion Ratio to the number of C Shares held by the holder at the conversion date, with the Conversion Ratio weighted as follows:

- 0% of the Conversion Ratio if the holder is no longer an employee of the Company or one of its subsidiaries at the end of the one (1) year vesting period;
- 20% of the Conversion Ratio if the holder is still an employee of the Company or one of its subsidiaries at the end of the one (1) year vesting period;
- 40% of the Conversion Ratio if the holder is still an employee of the Company or one of its subsidiaries at the end of one (1) year of Lock-Up Period;
- 100% of the Conversion Ratio if the holder is still an employee of the Company or one of its subsidiaries at the end of a two (2) year Lock-Up Period, i.e. on the date of conversion of the C Shares into A Shares;
- as an exception, between 0% and 100% of the Conversion Ratio, upon the decision of the Board of Directors, if the holder is no longer an employee on the Share Lock-up Period Expiry Date, and depending on the circumstances and/or the date of his/her departure.

Where the total number of A Shares that should be received in respect of the conversion of all C Shares held by a holder is not a whole number, the said holder will receive the whole number of A Shares immediately above subject to provisions of paragraph III.3 of article 10 of the present by-laws.

The Company will notify C Shareholders of the conversion on the Lock-Up Period Expiry Date.

A Shares produced by the conversion of C Shares will become permanently included in the Company’s A Shares in existence on their date of conversion and carry standard dividend rights.

The total number of A Shares that could result from the conversion of the C Shares may not exceed 180,000 A Shares, with this number not taking account of any adjustments made to preserve the rights of the C Shareholders, in accordance with the legal and regulatory provisions, where applicable.

No later than fifteen (15) days prior to each Shareholders' meeting, shareholders will have access to a supplementary Board of Directors' report and a supplementary Statutory Auditors' report, produced in accordance with Article R. 228-18 of the French Commercial Code on conversions of C Shares into A Shares.

4.2.3. Buyback of C Shares

In the scenario where, after the Lock-up Period Expiry Date, the number of A Shares to which the C Shares held by some or all of the holders would give rights through conversion is equal to zero, the Company will, at its sole initiative, buy back the said C Shares for the purpose of cancelling them.

All C Shares bought back in this way will be permanently cancelled on their buyback date and the Company's share capital reduced by that amount, with creditors benefiting from a right to oppose.

C Shares will be bought back at their unit face value. The Company will notify C Shareholders of the buyback by any means prior to the actual buyback date.

The Board of Directors must note the number of any C Shares bought back and cancelled by the Company and make the necessary changes to the Articles of these by-laws.

ARTICLE 11. PAYING-UP OF SHARES

Unpaid amounts on shares to be paid-up in cash are called for by the Board of Directors, which shall determine the dates and the size of the capital calls.

Shareholders who do not make the payments owed on the shares they own when they fall due must, by force of law, pay late payment interest to the Company. This interest is calculated daily, as of the due date, at the rate of six per cent (6%), without any need for legal action and without prejudice to any enforcement measures provided for in law.

III. ADMINISTRATION AND GENERAL MANAGEMENT

ARTICLE 12. BOARD OF DIRECTORS

12.1 Composition of the Board of Directors

The Company is managed by a Board of Directors consisting of three to eighteen members, subject to derogations provided for by law in the event of a merger.

12.2 Duration of mandates - Dismissal

Directorships last for four years. Exceptionally, so that the Board of Directors is renewed each year on a rolling basis, the Shareholders' meeting may appoint one or more directors for a different duration, which may not exceed four years.

Directorships shall end at the close of the Ordinary Shareholders' Meeting called to approve the financial statements of the past financial year and held in the year during which the mandate of the director in question has expired.

Directors may be dismissed at any time by the Ordinary Shareholders' Meeting.

12.3 Deliberations of the Board of Directors

Directors are called to meetings of the Board of Directors by the Chairman, who may use any method to call the meeting (including verbally).

When the Board of Directors has not met for more than two months, one-third (or more) of the members of the Board of Directors may request that the Chairman convene a meeting with respect to a specified agenda. The Chief Executive Officer, if he or she is not also Chairman of the Board of Directors, may also ask the Chairman of the Board of Directors to convene a meeting with respect to a specified agenda. These requests are binding upon the Chairman of the Board of Directors. If the Chairman takes no action, the members who requested the meeting may call it themselves, indicating the agenda.

Meetings of the Board of Directors take place at the registered office or any other location stated in the meeting notice. The Board of Directors selects a secretary, who may or may not also be a director.

These meetings may take place via video conferencing or any means of telecommunication that allows the directors to be identified and that ensures their effective participation in the Board meeting, pursuant to the applicable statutory and regulatory provisions. However, deliberations on the adoption of the decisions referred to in Article L.225-37 paragraph 3 of the French Commercial Code may not take place via video conference or telecommunication.

Deliberations take place under the quorum conditions set out by law. Unless the Board's internal regulations, determined in accordance with these By-laws, require a larger majority, decisions of the Board of Directors shall be adopted based on a majority vote by its present or represented members. In the event of a tie, the Chairman of the applicable meeting does not have a deciding vote.

12.4 Powers of the Board of Directors

The Board of Directors has powers and performs its duties pursuant to the conditions laid down in Article L.225-35 of the French Commercial Code, these By-laws and any internal regulations adopted by the Board of Directors.

The internal regulations of the Board of Directors may specify transactions or actions which the Chief Executive Officer and/or Deputy Chief Executive Officers may not carry out on the Company's behalf without the prior approval of the Board of Directors.

ARTICLE 13. CHAIRMAN OF THE BOARD OF DIRECTORS

The Board of Directors shall elect a Chairman from among its members, who must be a natural person. The Board also determines the Chairman's compensation. The Chairman of the Board of Directors is appointed for a duration which may not exceed the term of his or her directorship. The Chairman may be re-elected. The Board of Directors may dismiss the Chairman at any time; any provision to the contrary shall be invalid.

The upper age limit for the Chairman of the Board of Directors is seventy (70) years. When this age limit is reached while still in post, the Chairman of the Board of Directors will be considered to have resigned.

The Chairman of the Board of Directors has the powers prescribed by law and exercises them under the conditions set out in Article L.225-51 of the French Commercial Code.

If the Chairman of the Board of Directors is not also the Chief Executive Officer, the Chief Executive Officer and/or the Deputy Chief Executive Officers shall support the Chairman in obtaining the information useful to the fulfilment of his/her role.

ARTICLE 14. GENERAL MANAGEMENT

14.1 Exercising of General Management

The General Management of the Company is assumed under the responsibility of either the Chairman of the Board of Directors, or another individual appointed by the Board of Directors, with the title of Chief Executive Officer.

The Board of Directors shall select one of these two options for exercising the General Management; it must notify the shareholders and third parties of its decision pursuant to the applicable regulations.

The decision by the Board of Directors regarding the option for General Management is taken on the basis of a majority vote of Board members present or represented. The Board of Directors sets the duration for the option (which may be open-ended); in any case, the Board's decision on this point shall remain valid until further notice.

14.2 Chief Executive Officer

When the Chairman of the Board of Directors is responsible for the General Management of the Company, the following provisions (excluding those relating to his/her compensation in the event of dismissal) shall apply.

The upper age limit for the Chief Executive Officer is seventy (70) years. When this age limit is reached while still in post, the Chief Executive Officer will be considered to have resigned.

If the Board of Directors chooses to separate the roles of Chairman of the Board of Directors and Chief Executive Officer, it shall appoint a Chief Executive Officer who is not required to be a director, set the duration of his/her mandate, set his/her compensation and determine any limitations on his or her powers.

The Chief Executive Officer has powers and exercises them pursuant to the conditions set out in Article L.225-56 of the French Commercial Code and these By-laws. The Chief Executive Officer represents the Company in its relations with third parties, including the conclusion of any contracts when he or she represents one of the parties or is directly a party, as explicitly authorised by Article 1161 paragraph 2 of the French Civil Code, without prejudice to the provisions of these By-laws and the French Commercial Code governing agreements between the Company and its senior executives.

The Chief Executive Officer may be dismissed at any time by the Board of Directors. If the dismissal is decided without just cause, damages may be payable, unless the Chief Executive Officer is also Chairman of the Board of Directors.

14.3 Deputy Chief Executive Officer

On the proposal of the Chief Executive Officer, the Board of Directors may appoint one or more individuals to assist the Chief Executive Officer, known as Deputy Chief Executive Officers. The number of Deputy Chief Executive Officers may not exceed five.

The upper age limit for Deputy Chief Executive Officers is seventy (70) years. When this age limit is reached while still in post, the Deputy Chief Executive Officer concerned will be considered to have resigned.

The Board of Directors sets their compensation, and, in agreement with the Chief Executive Officer, the scope and duration of their powers.

The Deputy Chief Executive Officers shall have the same powers as the Chief Executive Officers vis-a-vis third parties. They are subject to the same obligations as the Chief Executive Officer. The Deputy Chief Executive Officers represent the Company in its relations with third parties, including the conclusion of any contracts when they represent one of the parties or are directly a party, as explicitly authorised by Article 1161 paragraph 2 of the French Civil Code, without prejudice to the provisions of these By-laws and the French Commercial Code governing agreements between the Company and its senior executives.

If the Chief Executive Officer steps down or is prohibited from fulfilling his or her duties, the Deputy Chief Executive Officers shall remain in post and retain their powers until a new Chief Executive Officer is appointed, unless decided otherwise by the Board.

Deputy Chief Executive Officers may be dismissed at any time by the Board of Directors, on the proposal of the Chief Executive Officer. If the dismissal is decided without just cause, damages may be payable.

14.4 Limitations on the powers of the Chief Executive Officer and Deputy Chief Executive Officers

The internal regulations of the Board of Directors specify transactions or actions which the Chief Executive Officer and/or Deputy Chief Executive Officers may not carry out on the Company's behalf without the prior approval of the Board of Directors.

ARTICLE 15. COMMITTEES

The Board of Directors may decide to set up committees whose structure and powers it shall determine. These committees shall operate under the Board's responsibility, although the powers granted to committees shall not result in powers allocated to the Board of Directors pursuant to the law, these By-laws and any internal regulations adopted by the Board of Directors being assigned to a committee, or have the effect of reducing or limiting the powers of the Chairman, Chief Executive Officer or Deputy Chief Executive Officers.

ARTICLE 16. COMPENSATION - PROHIBITIONS - LIABILITY

16.1 Members of the Board of Directors may be compensated through attendance fees in an amount determined by the Shareholders' meeting; such amount shall remain effective until decided otherwise by said Meeting.

The Board may allocate these attendance fees in a manner that it deems appropriate. It may notably allocate a larger share to directors who are also members of the committees referred to in Article 15 above.

16.2 Directors shall not, in respect of their terms of office and management, agree any obligations or responsibilities other than those provided for in current legislation.

ARTICLE 17. NON-VOTING MEMBERS

17.1 The Shareholders' meeting may appoint non-voting directors (natural persons or legal entities) to assist the Board of Directors. The Board of Directors may also appoint non-voting members, provided that its choice is approved by the following Shareholders' meeting. Non-voting directors may be, but are not required to be, shareholders, and no more than three may be appointed.

17.2 Non-voting members are appointed for up to four (4) years. Their mandates shall come to an end after the close of the Ordinary Shareholders' Meeting called to approve the financial statements for the past financial year and held in the year during which the mandate of the non-voting member concerned expires. The Shareholders' meeting may dismiss non-voting members at any time. Non-voting members may be re-elected.

17.3 The upper age limit for non-voting members is seventy (70) years old. All non-voting members who reach this age are considered as having resigned.

17.4 Non-voting directors are invited to all meetings of the Board of Directors, under the same conditions and in the same way as members of the Board of Directors; they may take part in the deliberations, but only in an advisory capacity. Non-voting members may share their observations during meetings of the Board of Directors. They may not take the place of members of the Board of Directors, and may only give opinions.

17.5 The Board of Directors may allocate specific duties to non-voting members.

17.6 The Board of Directors sets their compensation and may decide to transfer to the non-voting members a share of the directors' fees allocated to it by the Shareholders' meeting, and authorise the repayment of expenses incurred by non-voting members in the Company's interest.

IV. CONTROL OF THE COMPANY

ARTICLE 18. AUDITING OF THE FINANCIAL STATEMENTS

One or more principal and substitute statutory auditors shall be appointed and shall perform their auditing duties in accordance with the law.

V. SHAREHOLDERS' MEETINGS

ARTICLE 19. RIGHT OF ACCESS-REPRESENTATION

19.1 All shareholders are entitled to attend the Meetings in person or by proxy, provided that their identity and shareholder status have been proven, in the manner and place indicated in the meeting notice, in accordance with the terms and conditions provided for in law.

19.2 Any shareholder may be represented or vote by mail, in accordance with the terms and conditions provided for in law.

19.3 Furthermore, the Board of Directors may decide, in its meeting notice, to allow shareholders to participate and vote in Shareholder's meetings by video conference or any other means of telecommunication, including online, provided that the means of communication permits the identification of the shareholder in question in accordance with the terms and conditions set out by applicable law and regulations. This decision shall be stated in the meeting notice published in the French bulletin of obligatory legal notices (BALO).

Shareholders who, for this purpose and within the specified time frame, use the electronic voting form provided on the website set up by the Meeting's centralising agent, are treated in the same way as shareholders present or represented. The electronic form may be completed and signed on this site using a log-in code and password, in accordance with the first sentence of the second paragraph of Article 1367 of the French Civil Code.

Proxy votes and electronic votes cast in this way prior to the Meeting, as well as the resulting proof of receipt, shall be considered as irrevocable and enforceable documents, it being specified that if ownership of the securities is transferred prior to the date set by applicable legislation, the Company will invalidate or modify accordingly, as applicable, the proxy or electronic vote cast prior to this date and time.

ARTICLE 20. NOTICES

Meetings shall be convened by the Board of Directors under the conditions and within the time frames set out by law. Meetings are held either at the registered office, or another location stated in the meeting notice.

ARTICLE 21. OFFICE

The Shareholders' meeting is chaired by the Chairman of the Board of Directors or, in his or her absence, by a director appointed by the Board.

Two shareholders present who hold, both personally and as proxies, the highest number of votes, and who agree to this, shall be selected as scrutineers.

The office shall appoint the secretary, who may be selected from outside the Meeting members.

ARTICLE 22. MEETINGS

Ordinary and Extraordinary Shareholders' Meetings held under the quorum and majority conditions prescribed by law exercise the powers granted to them under law.

ARTICLE 23. SPECIAL SHAREHOLDERS' MEETING

23.1. B and C Shareholders are consulted under the conditions stipulated under Articles 19 to 22 (applicable mutatis mutandis to the Special B Shareholders' meeting and the Special C Shareholders' meeting) on issues that fall specifically within their competence under the law.

23.2. Only B Shareholders or C Shareholders entered in the Company accounts may attend these Special Shareholders' meetings and take part in the vote.

23.3. The Special B Shareholders' meeting and Special C Shareholders' meeting exercise their powers in accordance with the conditions set out in the applicable regulations.

23.4. Company decisions taken by a General Shareholders' meeting only become final (i) following the approval by the Special B Shareholders' meeting where these modify rights relating to B Shares, and (ii) following the approval of the Special C Shareholders' meeting where these modify rights relating to C Shares.

VI. APPROPRIATION OF INCOME

ARTICLE 24. APPROPRIATION OF INCOME

24.1 The profit or loss from the financial year is the difference between the income and expenses for the financial year, after deduction of depreciation, amortisation and provisions, as shown in the income statement:

24.2 No less than 5% of the profits for the year, adjusted for any prior year losses, are allocated to a legal reserve fund. This allocation is no longer required once the legal reserve reaches one-tenth of the

share capital. The obligation will apply once more if, for any reason, the legal reserve falls below such fraction of the share capital.

The balance, plus any retained earnings, form the distributable profit.

24.3 The Ordinary Shareholders' Meeting, on the proposal of the Board of Directors, may decide for all or some of this distributable profit to be carried forward or allocated to one or more general or special reserve funds.

ARTICLE 25. DIVIDEND PAYMENTS

Upon approval of the financial statements and recognition of the availability of distributable amounts, the Shareholders' meeting determines the amount to be allocated to shareholders in the form of dividends.

In addition to the allocation of distributable profit, the Shareholders' meeting may decide to distribute amounts withdrawn from available reserves by expressly indicating the specific reserves from which those amounts are to be withdrawn. However, dividends must first be paid out of the distributable profits for the financial year in question.

The Shareholders' meeting called to approve the financial statements for the year may grant the option to each shareholder to receive all or part of their dividends or interim dividends in cash or shares.

The Board of Directors may, subject to applicable legal or regulatory provisions, distribute interim dividends in cash or in shares, including in the course of a financial year. In addition, the Shareholders' meeting may decide, for all or part of the dividends, interim dividends, reserves or premiums distributed or, for any capital decrease, that the distribution of these dividends, reserves or premiums or such capital decrease will be carried out in kind by delivery of assets or securities from the Company's portfolio.

All shareholders other than individuals who (directly or indirectly) hold at least 10% of the Company's capital or dividend rights whose own situation or that of their associates renders the Company liable for the withholding tax (the "Withholding Tax") referred to in Article 208 C II ter of the French General Tax Code (a "Shareholder Subject to Withholding Tax") must repay the Company the amount of the withholding tax owed as a result of the payout of dividends, reserves, premiums or "proceeds considered as paid-out" within the meaning of the French General Tax Code (a "Payout") (the "Liability").

If there are multiple Shareholders Subject to Withholding Tax, each one must pay to the Company the portion of the Withholding Tax owed by the Company as a result of their direct or indirect stake.

A decision as to which shareholders are Shareholders Subject to Withholding Tax will be made on the Payout date.

All shareholders other than individuals directly or indirectly holding at least 10% of the Company's share capital or dividend rights are treated as Shareholders Subject to Withholding Tax. If a shareholder declares itself not to be a Shareholder Subject to Withholding Tax, that shareholder must (i) provide proof of this to the Company, by supplying, within ten (10) working days prior to the dividend payment, a satisfactory legal note, without restriction or reservation, from an internationally-renowned law firm with recognised expertise in French tax law, certifying that the shareholder in question is not a Shareholder Subject to Withholding Tax and that the dividends paid to that shareholder do not make the Company liable for the Withholding Tax and (ii) send the Company the tax result declaration showing the payout within ten (10) days following the deadline for filing said declaration with the relevant tax authorities, or any more useful document. If these items are not

satisfactory, the shareholders concerned will be considered, retroactively if applicable, as Shareholders Subject to Withholding Tax.

The supporting documentation produced for this reason shall not exonerate the shareholder in question from full responsibility to provide proof that they are not a Shareholder Subject to Withholding Tax and to provide proof that the dividends paid out to him or her do not make the Company liable for the Withholding Tax.

All shareholders, other than individuals, must notify the Company, swiftly and in any case within ten (10) working days prior to the dividend payment, of any change in their tax status which would alter their status, either by acquiring or losing their status as a Shareholder Subject to Withholding Tax.

If the Company comes to hold, directly and/or indirectly, a percentage of the share capital or dividend rights at least equal to that referred to in Article 208 C II ter of the French General Tax Code of one or more listed real estate investment trusts (REITs) referred to in Article 208 C of the French General Tax Code (a "REIT subsidiary" ("SIIC Fille")) and, when the REIT subsidiary, as a Shareholder Subject to Withholding Tax, has paid or is expected to pay the Withholding Tax, the Shareholder Subject to Withholding Tax must pay the Company, as applicable, either the amount paid by the Company to the REIT subsidiary to cover the Withholding Tax payment by the REIT subsidiary or, if the Company has not made any payment to the REIT subsidiary, an amount equal to the Withholding Tax paid or owed by the REIT subsidiary multiplied by the percentage of the Company's share capital or dividend rights in the REIT subsidiary, such that the other shareholders of the Company do not have to bear the economic cost of any portion of the Withholding Tax paid or owed by any of the listed real estate investment companies in the chain of interests in respect of the Shareholder Subject to Withholding Tax (the "Additional Liability"). The Additional Liability shall be paid by each Shareholder Subject to Withholding Tax in proportions equal to their stake in the share capital or their respective dividend rights, divided by the total share capital or total rights to dividends enjoyed by the Shareholders Subject to Withholding Tax.

The Company may offset the liability owed by Shareholders Subject to Withholding Tax against amounts due to be paid by the Company to such shareholders.

If a Shareholder Subject to Withholding Tax opts to receive their dividend in shares, it shall receive a part in shares, on the understanding that no fractional shares may be created, and the remainder in cash (the latter paid into an individual current account), such that the offsetting mechanism outlined above can be applied to the portion of the payout made into the individual current account.

If it turns out, following a Payout by the Company or a REIT subsidiary, that a shareholder was a Shareholder Subject to Withholding Tax on the date of the Payout, and where the Company or the REIT subsidiary have had to pay Withholding Tax on the Payout made to this shareholder, and if these amounts have not been subject to the offsetting mechanism outlined above, this Shareholder Subject to Withholding Tax shall pay to the Company not only the Liability and/or the Additional Liability, but also any late payment interest and penalties owed by the Company or REIT subsidiary as a result of late payment of the Withholding Tax. Any Liability, Additional Liability or other amount owed by a Shareholder Subject to Withholding Tax pursuant to this article shall be calculated in such a way that the Company is placed, after payment of this amount and taking into account the tax that will ultimately be charged, in the same situation as if the Withholding Tax had not been payable.

VII. WINDING-UP – LIQUIDATION

ARTICLE 26.

At the end of the Company's duration, or in the event of early winding-up, the Shareholders' meeting shall decide on the mode of liquidation and appoint one or more liquidators whose powers it shall determine and who shall fulfil their role in accordance with the law.

The proceeds of the liquidation shall first be used to offset the liabilities. After this payment and payment of liquidation fees, the remainder shall be used to repay the nominal value of the shares; the balance will be split between the shareholders in the same proportions as their ownership of the share capital.

VIII. DISPUTES

ARTICLE 27.

Any disputes which may arise in the course of the Company's duration or its liquidation, either between the shareholders and the Company, or among the shareholders themselves, concerning the construction or performance of these By-laws or regarding more general corporate affairs, shall be brought before the appropriate courts.