

## Prospectus dated 18 May 2016



(a *société anonyme* incorporated in France)

### €500,000,000 1.875 per cent. Notes due 20 May 2026

Issue Price: 99.738 per cent.

This prospectus constitutes a prospectus (the **Prospectus**) for the purposes of Article 5.3 of Directive 2003/71/EC, as amended (the **Prospectus Directive**). Application has been made to the *Autorité des marchés financiers* (**AMF**) for approval of this Prospectus in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général* which implements the Prospectus Directive.

The €500,000,000 1.875 per cent. Notes due 20 May 2026 (the **Notes**) of Foncière des Régions (the **Issuer** or **Foncière des Régions**) will be issued outside the Republic of France and will mature on 20 May 2026 (the **Maturity Date**).

Interest on the Notes will accrue at the rate of 1.875 per cent. *per annum* from 20 May 2016 (the **Issue Date**) and will be payable in Euro annually in arrear on 20 May in each year, commencing on 20 May 2017. Payments of principal and interest on the Notes will be made without deduction for or on account of taxes of the Republic of France (See "Terms and Conditions of the Notes – Taxation").

Unless previously redeemed, purchased and cancelled in accordance with the terms and conditions of the Notes, the Notes may not be redeemed prior to 20 May 2026. The Notes may, and in certain circumstances shall, be redeemed, in whole but not in part, at their principal amount together with accrued interest in the event that certain French taxes are imposed (See "Terms and Conditions of the Notes – Redemption and Purchase").

If a Change of Control occurs, each Noteholder will have the option to require the Issuer to redeem or repurchase all or part of the Notes held by such Noteholder on the Optional Redemption Date at their principal amount together with interest accrued up to but excluding such date of redemption or repurchase all as defined and more fully described in "Terms and Conditions of the Notes – Redemption and Purchase – Redemption at the option of Noteholders following a Change of Control".

The Issuer may, at its option (i) from and including 20 February 2026 to but excluding the Maturity Date, redeem the Notes outstanding, in whole or in part, at par plus accrued interest, in accordance with the provisions set out in "Terms and Conditions of the Notes – Residual Maturity Call option by the Issuer"; (ii) redeem the Notes, in whole or in part, at any time or from time to time, prior to their Maturity Date, in accordance with the provisions set out in "Terms and Conditions of the Notes – Make Whole Redemption by the Issuer" and (iii) redeem all but not some only of the outstanding Notes in the event that twenty (20) per cent. or less of the initial aggregate principal amount of the Notes remains outstanding, in accordance with the provisions set out in "Terms and Conditions of the Notes – Squeeze Out Redemption".

Application has been made to Euronext Paris S.A. for the Notes to be admitted to trading on Euronext Paris. Euronext Paris is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC, appearing on the list of regulated markets issued by the European Commission (a **Regulated Market**).

The Notes will, upon issue on 20 May 2016, be inscribed (*inscription en compte*) in the books of Euroclear France which shall credit the accounts of the Account Holders (as defined in "Terms and Conditions of the Notes – Form, Denomination and Title") including Euroclear Bank S.A./N.V. (**Euroclear**) and the depositary bank for Clearstream Banking, société anonyme (**Clearstream, Luxembourg**).

The Notes will be in dematerialised bearer form in the denomination of €100,000. The Notes will at all times be represented in book-entry form (*dématérialisé*) in the books of the Account Holders in compliance with Articles L.211-3 *et seq* and R.211-1 of the French Code *monétaire et financier*. No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French Code *monétaire et financier*) will be issued in respect of the Notes.

The Notes are rated BBB with a stable outlook by Standard & Poor's Ratings Services (**S&P**). The long-term debt of the Issuer is rated BBB by S&P. S&P is established in the European Union and is registered under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16 September 2009 as amended (the **CRA Regulation**). As such, S&P is included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with the CRA Regulation. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

Copies of this Prospectus and the documents incorporated by reference will be available for inspection free of charge, at the office of the Fiscal Agent and will be available on the websites of the Issuer ([www.foncieredesregions.fr](http://www.foncieredesregions.fr)) and the AMF ([www.amf-france.org](http://www.amf-france.org)).

**Prospective investors should have regard to the factors described in the section headed "Risk Factors" in this Prospectus.**

**Joint Lead Managers**

**BNP PARIBAS**  
**CRÉDIT AGRICOLE CIB**  
**NATIXIS**

**CM-CIC MARKET SOLUTIONS**  
**HSBC**  
**SOCIÉTÉ GÉNÉRALE CORPORATE & INVESTMENT**  
**BANKING**

*This Prospectus has been prepared for the purpose of giving information with regard to the Issuer, the Issuer and its consolidated subsidiaries taken as a whole (the **Group**) and the Notes which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position and profit and losses of the Issuer and the Group.*

*This Prospectus is to be read in conjunction with all the documents which are incorporated herein by reference.*

*This Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Managers (as defined in "Subscription and Sale" below) to subscribe or purchase, any of the Notes. The distribution of this Prospectus and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Managers to inform themselves about and to observe any such restrictions. The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**). Subject to certain exceptions, the Notes may not be offered or sold within the United States or to, or of the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (**Regulation S**)). For a description of certain restrictions on offers and sales of Notes and on distribution of this Prospectus, see "Subscription and Sale".*

*No person is authorised to give any information or to make any representation not contained in this Prospectus and any information or representation not so contained must not be relied upon as having been authorised by or on behalf of the Issuer or the Managers. Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Group since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer or the Group since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the Notes is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.*

*To the extent permitted by law, each of the Managers accepts no responsibility whatsoever for the content of this Prospectus or for any other statement in connection with the Issuer or the Group.*

*The Managers have not separately verified the information or representation contained or incorporated by reference in this Prospectus in connection with the Issuer or the Group. None of the Managers makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information or representation in this Prospectus in connection with the Issuer or the Group. Neither this Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer or the Managers that any recipient of this Prospectus or any other financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information or representation contained in this Prospectus and its purchase of Notes should be based upon such investigation and assessment as it deems necessary. Each potential purchaser of Notes should consult its own advisers as to legal, tax, financial, credit and related aspects of an investment in the Notes. None of the Managers undertook or undertakes to review the financial condition or affairs of the Issuer or the Group during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Managers.*

*See "Risk Factors" below for certain information relevant to an investment in the Notes.*

**IN CONNECTION WITH THE ISSUE OF THE NOTES, THE JOINT LEAD MANAGERS AS STABILISING MANAGERS (THE "STABILISING MANAGERS") (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGERS) MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER**

**THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILISING MANAGERS (OR PERSONS ACTING ON BEHALF OF THE STABILISING MANAGERS) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF FINAL TERMS OF THE OFFER OF THE NOTES IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF THIRTY (30) DAYS AFTER THE ISSUE DATE OF THE NOTES AND SIXTY (60) DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT SHALL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.**

*In this Prospectus, unless otherwise specified, references to a “Member State” are references to a Member State of the European Economic Area, references to “EUR” or “euro” or “€” are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended.*

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## **RISK FACTORS**

*The following are certain risk factors of the offering of the Notes of which prospective investors should be aware. The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with Notes are also described below. The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Issuer do not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should make their own independent evaluations of all risk factors and should also read the detailed information set out elsewhere in this Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.*

*The terms defined in "Terms and Conditions of the Notes" shall have the same meaning where used below.*

### **RISKS RELATED TO THE ISSUER AND ITS BUSINESS**

*The risks described below are those identified by the Issuer that could have an adverse effect on the Issuer's situation. Additional risks, which are either not currently known or not considered likely to materialise, as at the date of this Prospectus may also exist, such additional risks could materially and adversely affect the Issuer's business, financial condition or the results of its operations. The occurrence of one or more of these risks could also have an adverse effect on the Issuer or the Group's situation.*

#### ***A. Risks linked to the environment in which Foncière des Régions operates***

##### *Economic risks*

Changes in international and domestic economic conditions (economic growth, interest rates, unemployment rate, calculation method for rent indexation, changes in various indices, etc.) may have a significant negative impact on Foncière des Régions' business and financial results. Foncière des Régions could experience a downturn in demand for corporate real-estate projects, a drop in the occupancy rate and in the leasing or re-leasing price of its real-estate assets, and a decline in the valuation of its portfolio.

##### *Risks linked to changes in the real-estate market*

The Issuer operates primarily in the office property sector in France and Italy, the residential sector in Germany and the hotel sector in Europe. The value of the Issuer's portfolio depends on developments in the real estate markets in which the Issuer operates. They may fluctuate, particularly with respect to rental income and property values in light of the supply/demand balance and the overall economic situation. The Issuer may not always be in a position to carry out its rental or leasing strategy, its investments and, where applicable, its disposals at a favourable time or under favourable market conditions. It may be forced to defer such strategy and investments depending on the fluctuations in the property market.

##### *Risks linked to the competition*

The Issuer competes with a large number of players in its development activity. Some of its competitors may have more financial resources, or in certain cases, may benefit from better regional or local implementation than the Issuer. Such factors may offer these competitors an opportunity to participate in tender offers for development operations under financial conditions that do not necessarily match the investment criteria the Issuer has set for itself. The Issuer's rental activity is likewise subject to strong competitive pressure given the development of new office buildings located near its existing assets. As a whole, these factors could lead to uncertainty in relation to the Issuer's growth forecasts and have a negative impact on its business, its financial position and its results.

## ***B. Risks linked to the scope and type of business of Foncière des Régions***

### *Risks linked to lease renewals and rental of real estate assets*

Upon expiration of existing leases, the Issuer may not be in a position to renew them under equivalent terms or to lease the assets within a reasonable time frame, particularly due to macroeconomic and real estate market conditions. The Issuer may fail to succeed in maintaining its occupancy rate and its rental income, which would have an adverse impact on its financial position and results.

### *Risks linked to tenants*

The Issuer made the strategic choice to build tenant partnerships with key accounts and major companies, which means that revenue is exposed to these partnerships and could be impacted. The Issuer and Immeo-Wohnen (which holds the German residential portfolio of the Group) are also exposed to the risk that their tenants' financial stability deteriorates or that they even become insolvent. Accordingly, insolvency risks may impact the Issuer's earnings.

### *Risks linked to asset valuation*

Foncière des Régions recognises its investment properties at fair value in accordance with the option offered by IAS 40.

The Issuer is therefore exposed to the risk of a change in the value of an asset assessed by appraisers that may occur following an adjustment in the main assumptions used (yield rate, rental value, occupancy rate), and likely to affect the Issuer revaluated net asset.

### *Risks linked to development of new real estate assets*

As part of its development activities performed for its own account or for its subsidiaries, Foncière des Régions is exposed to certain risks: higher than estimated construction costs, construction phases exceeding those initially estimated, technical difficulties or delays due to the failure to obtain administrative authorisations, impossibility of securing project financing at competitive terms, leasing risk, etc.

### *Acquisition risks*

The acquisition of real estate assets or companies that hold them is part of Foncière des Régions' growth strategy. This policy particularly includes the risk of overestimating the expected yield for an acquisition made at an overly high price. The purchased assets could also have latent defects, especially in terms of environmental compliance, or features not covered by the warranties given in the purchase contract due to non-compliance.

### *Risks linked to international exposure*

Foncière des Régions has significant investments in companies that are active in Italy and Germany, and to a lesser extent, in the Netherlands, Portugal, Luxembourg and Belgium. Some of these countries may have particular risk profiles. The economic and political context may be less solid and less stable, and regulatory concerns and entry barriers less favourable. The country risk could have a negative effect on Foncière des Régions' operating income and financial position.

## ***C. Risks associated to the financial markets and the financial position of Foncière des Régions***

### *Liquidity risk*

To finance its investments and acquisitions and to refinance any debts that have reached maturity, the Issuer must be in a position to raise significant financial resources. The Issuer runs the risk of experiencing a lack of liquidity if it is unable to raise the necessary resources in the form of equity or borrowing.

Under the SIIC regime, Foncière des Régions is required to distribute a significant part of its profits. Therefore, it relies to a great extent on debt to finance its growth. This type of financing may sometimes not be available at advantageous terms.

The Issuer also incurs the risk of insufficient liquidity to service its debt. A shortage of cash could result in acceleration or prepayment, and if the debt is collateralised, enforcement of the guarantee and, where applicable, the seizure of assets.

For more information, please see paragraph 3.2.2.2 of Chapter 3 of the 2015 Reference Document.

#### *Risks linked to covenants and other undertakings stipulated in certain credit agreements*

The credit agreements entered into by Foncière des Régions contain commitments or covenants which the Issuer agrees to uphold, as detailed in part 3 of paragraph 3.2.6.11.4 of the 2015 Reference Document. If Foncière des Régions were to breach one of its financial undertakings and fail to remedy such breach within the contractually stipulated time period, the lenders could demand early repayment of the debt and possibly seize any collateral backing the debt. Consequently, any failure to meet its financial undertakings could have an adverse impact on Foncière des Régions' financial situation, its results, and its flexibility in conducting business and pursuing its development.

#### *Interest Rate Risk*

The Issuer's use of debt exposes it to the risk of interest rate fluctuations that may lead to a significant increase in financial expenses if the rates were to rise dramatically. For more information, please see paragraph 3.2.2.3 of Chapter 3 of the 2015 Reference Document.

#### *Financial Counterparty Risk*

The use of lines of credit and interest rate hedging contracts from financial institutions could expose Foncière des Régions to the risk of insolvency by the counterparties to such contracts, triggering payment delays or defaults, which could result to a negative impact on Foncière des Régions' results. For more information, please see paragraph 3.2.2.4 of Chapter 3 of the 2015 Reference Document.

### ***D. Legal, fiscal, regulatory, environmental and insurance risks***

#### *Risks linked to lease regulations*

In France, regulations on commercial leases impose certain restrictions on the lessor. Changes in the regulations that apply to commercial leases, especially with respect to term, rent indexation and caps could adversely impact the valuation of the Issuer's portfolio, results, business activity or financial position.

#### *Risks linked to the SIIC real estate trust status*

Foncière des Régions is subject to the Tax System for French Listed Real Estate Investment Trusts (hereinafter **SIIC**), and as such, is not subject to corporate tax. Opting for the SIIC tax regime involves the immediate liability for an exit tax at the reduced rate of 19 per cent., payable over four years, on unrealised capital gains relating to assets and securities of entities not subject to corporation tax. In return for this exemption, the Issuer undertakes to pay 95 per cent. of earnings derived from the leasing of its real estate assets, 60 per cent. of capital gains from disposals and 100 per cent. of dividends received from SIIC-status subsidiaries. These provisions require that other conditions be satisfied upon opting for the regime and/or throughout the entire period covered by the regime.



### *Health and environmental risks*

Health and environmental risks are fully described in Chapter 2 of the 2015 Reference Document.

Changes in environmental regulations applicable to Foncière des Régions as a real estate owner and manager may lead to an increase in its costs, with subsequent repercussions on its results.

In addition, Foncière des Régions' business activities expose it to potential risks such as health (asbestos, legionella) and environmental (particularly ground and subsoil contamination) risks that may tarnish the image and the reputation of the Issuer. These risks may generate significant remediation costs and long additional delays associated with the search for and removal of toxic substances or materials when engaging in development or asset renovation projects. They may also involve the civil and, potentially, the criminal liability of the Issuer.

### *Risks related to the costs and availability of appropriate insurance cover*

The Issuer could face an increase in its insurance policy premiums due to a claim rate deemed significant by its insurers over a given period or sustain losses that may not be fully covered by the insurance in place. The valuation of assets, the business, the financial position and the Issuer's results could be impacted.

Mitigants in relation to the risks related to the Issuer and its business are detailed in Section 1.10 of the 2015 Reference Document (incorporated by reference in this Prospectus).

## **RISKS RELATED TO THE NOTES**

### ***A. General risks relating to the Notes***

#### *The Notes may not be a suitable investment for all investors*

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency or where the currency for principal or interest payments is different from the currency in which such potential investor's financial activities are principally denominated;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

#### *Independent Review and Advice*

Each prospective investor in the Notes must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Notes is fully consistent with its financial needs, objectives and condition, complies and is fully consistent with all investment

policies, guidelines and restrictions applicable to it and is a fit, proper and suitable investment for it, notwithstanding the clear and substantial risks inherent in investing in or holding the Notes. A prospective investor may not rely on the Issuer or the Managers or any of their respective affiliates in connection with its determination as to the legality and suitability of its acquisition of the Notes or as to the other matters referred to above.

#### *Legal investment considerations may restrict certain investments*

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult their legal, tax or financial counsel in order to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase of any Notes.

#### *Legality of Purchase*

Neither the Issuer, the Managers nor any of their respective affiliates has or assumes responsibility for the lawfulness of the subscription or acquisition of the Notes by a prospective investor in the Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

#### *A Noteholder's actual yield on the Notes may be reduced from the stated yield by several costs*

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the security. These incidental costs may significantly reduce or even exclude the profit potential of the Notes. For instance, credit institutions as a rule charge their clients for own commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Noteholders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs). In addition to such costs directly related to the purchase of securities (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). Investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

#### *Market value of the Notes*

The value of the Notes depends on a number of interrelated factors, including economic, financial and political events in France or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Notes are traded. The price at which a holder of Notes will be able to sell the Notes prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser.

#### *Change of law*

The Terms and Conditions of the Notes are based on the laws of France in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to the laws of France or administrative practice or the official application or interpretation of French law after the date of this Prospectus. Furthermore, the Issuer operates in a heavily regulated environment and has to comply with extensive regulations in France and elsewhere. No assurance can be given as to the impact of any possible judicial decision or change to laws or administrative practices after the date of this Prospectus.

#### *Modification and waiver*

The conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including

Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

#### *French insolvency law*

Under French insolvency law, holders of debt securities are automatically grouped into a single assembly of holders (the **Assembly**) in order to defend their common interests if a preservation (*procédure de sauvegarde*, *procédure de sauvegarde accélérée* or *procédure de sauvegarde financière accélérée*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer. The Assembly comprises holders of all debt securities issued by the Issuer (including the Notes) regardless of their governing law. The Assembly deliberates on the proposed safeguard (*projet de plan de sauvegarde*, *projet de plan de sauvegarde accélérée* or *projet de plan de sauvegarde financière accélérée*) or judicial reorganisation plan (*projet de plan de redressement*) applicable to the Issuer and may further agree to:

- increase the liabilities (*charges*) of holders of debt securities (including the Noteholders) by rescheduling due payments and/or partially or totally writing off receivables in form of debt securities;
- establish an unequal treatment between holders of debt securities (including the Noteholders) as appropriate under the circumstances; and/or
- decide to convert debt securities (including the Notes) into securities that give or may give right to share capital.

Decisions of the Assembly will be taken by a two-third majority (calculated as a proportion of the debt securities held by the holders expressing a vote). No quorum is required to convoke the Assembly.

The procedures, as described above or as they will or may be amended, could have an adverse impact on holders of the Notes seeking repayment in the event that the Issuer or its subsidiaries were to become insolvent.

For the avoidance of doubt, the provisions relating to the Representation of the Noteholders described in this Prospectus in Condition 9 will not be applicable in these circumstances.

#### ***B. Risks related to the market generally***

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

##### *The secondary market generally*

The Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes in the secondary market in which case the market or trading price and liquidity may be adversely affected or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market.

##### *The trading market for debt securities may be volatile and may be adversely impacted by many events*

The market for debt securities issued by the Issuer is influenced by economic and market conditions and, to varying degrees, market conditions, interest rates, currency exchange rates and inflation rates in other European and other industrialised countries. There can be no assurance that events in France, Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of Notes or that economic and market conditions will not have any other adverse effect.

##### *Exchange rate risks and exchange controls*

The Issuer will pay principal and interest on the Notes in Euro. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than Euro. These include the risk that exchange rates may change significantly

(including changes due to devaluation of Euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Euro would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency-equivalent value of the principal payable on the Notes and (iii) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

#### *Interest rate risks*

The Notes bearing interest at a fixed rate, investment in the Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Notes.

### ***C. Risks related to the particular structure of the Notes***

#### *Credit risk*

The value of the Notes will also depend on the credit worthiness of the Issuer. If the credit worthiness of the Issuer deteriorates, the value of the Notes may decrease and investors may lose all or part of their investment.

#### *The Notes may be redeemed prior to maturity*

In the event that the Issuer would be obliged to pay additional amounts payable in respect of any Notes due to any withholding as provided in Condition 5(b), the Issuer may redeem all outstanding Notes in accordance with such Terms and Conditions.

In addition, the Issuer may, at its option (i) from and including 20 February 2026 to but excluding the Maturity Date, redeem the Notes outstanding, in whole or in part, at par plus accrued interest, as provided in Condition 5(e) of the Terms and Conditions of the Notes; (ii) redeem, in whole or in part, the then outstanding Notes at any time prior to the Maturity Date, at the relevant make whole redemption amount, as provided in Condition 5(d) of the Terms and Conditions of the Notes and (iii) redeem all but not some only of the outstanding Notes in the event that twenty (20) per cent. or less of the initial aggregate principal amount of the Notes remains outstanding, as provided in Condition 5(f).

In particular, with respect to the Squeeze Out Redemption at the option of the Issuer provided in Condition 5(f) of the Terms and Conditions of the Notes, there is no obligation under the Terms and Conditions of the Notes for the Issuer to inform investors if and when the threshold of twenty (20) per cent. of the initial aggregate principal amount of the Notes has been reached or is about to be reached, and the Issuer's right to redeem will exist notwithstanding that immediately prior to the serving of a notice in respect of the exercise of the Squeeze Out Redemption, the Notes may have been trading significantly above par, thus potentially resulting in a loss of capital invested.

The Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes. The price at which a Noteholder will be able to sell the Notes prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser.

*Both the Make Whole Redemption by the Issuer and the Residual Maturity Call Option by the Issuer are exercisable in whole or in part and exercise of the Make Whole Redemption by the Issuer and the Residual Maturity Call Option by the Issuer in respect of certain Notes may affect the liquidity of the Notes in respect of which such option is not exercised*

Both the Make Whole Redemption by the Issuer provided in Condition 5(d) of the Terms and Conditions of the Notes and the Residual Maturity Call Option by the Issuer provided in Condition 5(e) of the Terms and Conditions of the Notes are exercisable in whole or in part.

If the Issuer decides to redeem the Notes in part, such partial redemption may be effected by reducing the nominal amount of all Notes in proportion to the aggregate principal amount redeemed.

Depending on the number of Notes in respect of which such option is exercised, any trading market in respect of those Notes in respect of which such option is not exercised may become illiquid.

*Purchases by the Issuer in the open market or otherwise (including by tender offer) in respect of certain Notes may affect the liquidity of the Notes which have not been so purchased*

Depending on the number of Notes purchased by the Issuer as provided in Condition 5(g), any trading market in respect of those Notes that have not been so purchased may become illiquid.

*Exercise of put option or notice of event of default in respect of certain Notes may affect the liquidity of the Notes in respect of which such put option is not exercised or a notice of event of default is not given*

Depending on the number of Notes in respect of which the put option pursuant to a Change of Control (as more fully described in Condition 5(c)) is exercised or in respect of which notice of an event of default is given (as provided in Condition 8), any trading market in respect of those Notes in respect of which such put option is not exercised or in respect of which notice of an event of default is not given may become illiquid.

*Credit Rating may not reflect all risks*

The Notes are rated BBB with a stable outlook by S&P. The rating assigned by S&P to the Notes may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by S&P at any time.

#### ***D. Risks related to Taxation***

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or documentary charges or duties in accordance with the laws and practices of the jurisdiction where the Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for innovative financial instruments such as the Notes. Further, a Noteholder's effective yield on the Notes may be diminished by the tax impact on that Noteholder of its investment in the Notes.

Potential investors are advised not to rely upon the tax summary contained in this Prospectus but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Notes. Only these advisors are in a position to duly consider the specific situation of each potential investor. This investment consideration has to be read in connection with the taxation sections of this Prospectus.

Each prospective investor should consult its own advisers as to legal, tax and related aspects of an investment in the Notes.

*European Financial Transaction Tax (FTT)*

On 14 February 2013, the European Commission adopted a proposal for a Council Directive (the **Draft Directive**) for a common FTT in Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Spain, Slovakia and Slovenia (the **Participating Member States**).

Pursuant to the Draft Directive, the FTT shall apply to financial transactions provided at least one party to the financial transaction is established or deemed established in a Participating Member State and there is a financial institution established or deemed established in a Participating Member State which is a party to the financial transaction (acting either for its own account or for the account of another person), or is acting in the name of a party to the transaction. The FTT shall, however, not apply to (*inter alia*) primary market transactions referred to in Article 5 (c) of Regulation (EC) No 1287/2006, including the activity of underwriting and subsequent allocation of financial instruments in the framework of their issue.

The rates of the FTT shall be fixed by each Participating Member State but for transactions involving financial instruments other than derivatives shall amount to at least 0.1 per cent. of the taxable amount. The taxable amount for such transactions shall in general be determined by reference to the consideration paid or owed in return for the transfer. The FTT shall be payable by each financial institution established or deemed established in a Participating Member State which is a party to the financial transaction, acting in the name of a party to the transaction or where the transaction has been carried out on its account. Where the FTT due has not been paid within the applicable time limits, each party to a financial transaction, including persons other than financial institutions, shall become jointly and severally liable for the payment of the FTT due.

Prospective holders should therefore note, in particular, that any sale, purchase or exchange of the Notes may be subject to the FTT at a minimum rate of 0.1 per cent. provided the abovementioned prerequisites are met. The holder may be liable to itself pay this charge or reimburse a financial institution for the charge, and/or the charge may affect the value of the Notes. However, the issuance of Notes should not be subject to the FTT.

In December 2015, a joint statement was issued by the Participating Member States (excluding Estonia), indicating an intention to make decisions on the remaining open issues by the end of June 2016.

The Draft Directive is still subject to negotiation between the Participating Member States and therefore may be changed at any time.

Prospective holders of the Notes should consult their own tax advisers in relation to the consequences of the FTT associated with subscribing for, purchasing, holding and disposing of the Notes.

## DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus shall be read and construed in conjunction with the following documents which have been filed with the AMF and which are incorporated in, and shall be deemed to form part of, this Prospectus:

- (a) the sections referred to in the table below included in the 2015 reference document of the Issuer in the French language (*document de référence 2015*) which was filed with the AMF on 23 March 2016 under no. D.16-0192 (the **2015 Reference Document**); and
- (b) the sections referred to in the table below included in the 2014 reference document of the Issuer in the French language (*document de référence 2014*) which was filed with the AMF on 17 March 2015 under no. D.15-0149 (the **2014 Reference Document**).

Any document incorporated by reference in this Prospectus may be obtained, without charge and upon request at the principal office of the Issuer or of the Fiscal Agent during normal business hours so long as any of the Notes is outstanding, as described in "General Information" below. Such document will be published on the websites of (a) the AMF ([www.amf-france.org](http://www.amf-france.org)), (b) the Issuer ([www.foncieredesregions.fr](http://www.foncieredesregions.fr)) and (c) [www.info-financiere.fr](http://www.info-financiere.fr).

Free English translations of the 2015 Reference Document and the 2014 Reference Document will be available on the website of the Issuer ([www.en.foncieredesregions.fr/Finance/Documentation/Yearly-document](http://www.en.foncieredesregions.fr/Finance/Documentation/Yearly-document)). These documents are available for information purposes only and are not incorporated by reference in this Prospectus. The only binding versions are the French language versions.

The information incorporated by reference in this Prospectus shall be read in connection with the cross-reference list below.

Rule	Prospectus Regulation – Annex IX	2014 Reference Document (page number and section)	2015 Reference Document (page number and section)
<b>3</b>	<b>RISK FACTORS</b>		
	Prominent disclosure of risk factors that may affect the issuer's ability to fulfil its obligations under the securities to investors in a section headed "Risk Factors".	Not Applicable	74 to 78 (Section 1.10)
<b>4</b>	<b>INFORMATION ABOUT THE ISSUER</b>		
4.4	<u>History and development of the Issuer</u>	Not Applicable	380 to 383 (Section 5.1.1)
4.1.1	the legal and commercial name of the issuer	Not Applicable	385 (Section 5.2.1.1)
4.1.2	the place of registration of the issuer and its registration number		385 (Section 5.2.1.4)
4.1.3	the date of incorporation and the length of life of the issuer, except where indefinite		385 (Section 5.2.1.7)
4.1.4	the domicile and legal form of the issuer, the legislation under which the issuer operates, its country of incorporation, and the address and telephone number of its registered office (or principal place of business if different from its registered office)		385 (Sections 5.2.1.2 and 5.2.1.3)

<b>Rule</b>	<b>Prospectus Regulation – Annex IX</b>	<b>2014 Reference Document (page number and section)</b>	<b>2015 Reference Document (page number and section)</b>
4.1.5	any recent events particular to the issuer and which are to a material extent relevant to the evaluation of the issuer's solvency	Not Applicable	8 (Section 1.2) 230 to 231 (Section 3.2.5)
<b>5</b>	<b>BUSINESS OVERVIEW</b>		
5.1	<u>Principal activities</u>	Not Applicable	8 to 21 (Sections 1.2 to 1.4)
5.1.1	A brief description of the issuer's principal activities stating the main categories of products sold and/or services performed	Not Applicable	8 to 21 (Sections 1.2 to 1.4) 96-97 (Section 2.3)
5.1.2	The basis for any statements in the registration document made by the issuer regarding its competitive position.	Not Applicable	Not Applicable
<b>6</b>	<b>ORGANISATIONAL STRUCTURE</b>		
6.1	If the issuer is part of a group, a brief description of the group and of the issuer's position within it	Not Applicable	384 (Section 5.1.2) 432 (Section 5.7.1)
6.2	If the Issuer is dependant upon other entities within the group, this must be clearly stated together with an explanation of this dependence.	Not Applicable	Not Applicable
<b>8</b>	<b>PROFIT FORECASTS OR ESTIMATES</b>  If an issuer chooses to include a profit forecast or a profit estimate, the registration document must contain the information items 8.1 and 8.2 the following:		
8.1	A statement setting out the principal assumptions upon which the issuer has based its forecast, or estimate. There must be a clear distinction between assumptions about factors which the members of the administrative, management or supervisory bodies can influence and assumptions about factors which are exclusively outside the influence of the members of the administrative, management or supervisory bodies; be readily understandable by investors; be specific and precise; and not relate to the general accuracy of the estimates underlying the forecast.	Not Applicable	Not Applicable
8.2	Any profit forecast set out in the registration document must be accompanied by a statement confirming that the said forecast has been properly prepared on the basis stated and that the basis of accounting is consistent with the accounting policies of the issuer.	Not Applicable	Not Applicable
8.3	The profit forecast or estimate must be prepared on a basis comparable with the historical financial information.	Not Applicable	Not Applicable



<b>Rule</b>	<b>Prospectus Regulation – Annex IX</b>	<b>2014 Reference Document (page number and section)</b>	<b>2015 Reference Document (page number and section)</b>
<b>9</b>	<b>ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES</b>		
9.1	<p>Names, business addresses and functions in the issuer of the following persons, and an indication of the principal activities performed by them outside the issuer where these are significant with respect to that issuer:</p> <p>(a) members of the administrative, management or supervisory bodies;</p> <p>(b) partners with unlimited liability, in the case of a limited partnership with a share capital.</p>	Not Applicable	415 to 427 (Section 5.5)
9.2.	<p><u>Administrative, Management, and Supervisory bodies conflicts of interests</u></p> <p>Potential conflicts of interests between any duties to the issuing entity of the persons referred to in item 9.1 and their private interests and or other duties must be clearly stated</p> <p>In the event that there are no such conflicts, a statement to that effect</p>	Not Applicable	431 to 432 (Section 5.6.5)
<b>10</b>	<b>MAJOR SHAREHOLDERS</b>		
10.1	To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom, and describe the nature of such control, and describe the measures in place to ensure that such control is not abused	Not Applicable	391 (Section 5.3.3)
10.2	A description of any arrangements, known to the issuer, the operation of which may at a subsequent date result in a change in control of the issuer	Not Applicable	Not Applicable
<b>11</b>	<b>FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES</b>		
11.1	<p><u>Historical Financial Information</u></p> <p>Audited historical financial information covering the latest 2 financial years (or such shorter period that the issuer has been in operation), and the audit report in respect of each year</p> <p>If the audited financial information is prepared according to national accounting standards, the financial information required under this heading must include at least the following:</p>	276 to 412 (Sections 3.1 to 3.11)	201 to 314 (Sections 3.1 to 3.6)

<b>Rule</b>	<b>Prospectus Regulation – Annex IX</b>	<b>2014 Reference Document (page number and section)</b>	<b>2015 Reference Document (page number and section)</b>
	(c) the balance sheet (d) the income statement (e) the accounting policies and explanatory notes		
11.2	<u>Financial statements</u> If the issuer prepares both own and consolidated financial statements, include at least the consolidated financial statements in the registration document.	276 to 412 (Sections 3.1 to 3.11)	201 to 314 (Sections 3.1 to 3.6)
11.3	<u>Auditing of historical annual financial information</u>		
11.3.1	A statement that the historical financial information has been audited. If audit reports on the historical financial information have been refused by the statutory auditors or if they contain qualifications or disclaimers, such refusal or such qualifications or disclaimers, must be reproduced in full and the reasons given.	349 to 350 (Section 3.3) 384 to 390 (Sections 3.6 and 3.7) 410 to 412 (Sections 3.9 to 3.11)	273 (Section 3.3) 313 to 314 (Section 3.6)
11.3.2	An indication of other information in the registration document which has been audited by the auditors.	Not Applicable	Not Applicable
11.3.3	Where financial data in the registration document is not extracted from the issuer's audited financial statements, state the source of the data and state that the data is unaudited.	Not Applicable	Not Applicable
11.4	<u>Age of latest financial information</u>		
11.4.1	The last year of audited financial information may not be older than 18 months from the date of the registration document.	276 to 282 (Section 3.1)	201 to 202 (Section 3.1)
11.5	<u>Legal and arbitration proceedings</u> Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the issuer and/or group's financial position or profitability, or provide an appropriate negative statement	Not Applicable	47 (Section 1.6.2.4)
<b>12</b>	<b>MATERIAL CONTRACTS</b>		
12.1	A brief summary of all material contracts that are not entered into in the ordinary course of the issuer's business, which could result in any group member being under an obligation or entitlement that is material to the issuer's ability to meet its obligation	Not Applicable	434 to 436 (Section 5.9.2)

Rule	Prospectus Regulation – Annex IX	2014 Reference Document (page number and section)	2015 Reference Document (page number and section)
	to security holders in respect of the securities being issued		
13	<b>THIRD PARTY INFORMATION AND STATEMENT BY EXPERTS AND DECLARATIONS OF ANY INTEREST</b>		
13.1	Where a statement or report attributed to a person as an expert is included in the registration document, provide such person’s name, business address, qualifications and material interest if any in the issuer. If the report has been produced at the issuer’s request a statement to that effect that such statement or report is included, in the form and context in which it is included, with the consent of that person who has authorised the contents of that part of the registration document.	Not Applicable	70 to 73 (Section 1.9.5)
13.2	<u>Third party information</u> Where information has been sourced from a third party, provide a confirmation that this information has been accurately reproduced and that as far as the issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading; in addition, identify the source(s) of the information.	Not Applicable	Not Applicable

## TERMS AND CONDITIONS OF THE NOTES

*The terms and conditions of the Notes will be as follows:*

The issue outside the Republic of France of €500,000,000 1.875 per cent. Notes due 20 May 2026 (the **Notes**) of Foncière des Régions (the **Issuer**) has been authorised by a resolution of the Board of Directors (*Conseil d'administration*) of the Issuer dated 27 April 2016 and a decision of Christophe Kullmann, Chief Executive Officer (*Directeur Général*), of the Issuer dated 13 May 2016. The Issuer has entered into a fiscal agency agreement (the **Fiscal Agency Agreement**) dated 18 May 2016 with CACEIS Corporate Trust as fiscal agent, calculation agent and principal paying agent. The fiscal agent, calculation agent and principal paying agent and paying agents for the time being are referred to in these Conditions as the **Fiscal Agent**, the **Calculation Agent**, the **Principal Paying Agent** and the **Paying Agents** (which expression shall include the Principal Paying Agent), each of which expression shall include the successors from time to time of the relevant persons, in such capacities, under the Fiscal Agency Agreement, and are collectively referred to as the **Agents**. References to **Conditions** are, unless the context otherwise requires, to the numbered paragraphs below.

In these Conditions, references to "day" or "days" are to calendar days unless the context otherwise specifies.

### 1 Form, Denomination and Title

The Notes are issued on 20 May 2016 (the **Issue Date**) in dematerialised bearer form in the denomination of €100,000. Title to the Notes will be evidenced in accordance with Articles L.211-3 *et seq* and R. 211-1 of the French *Code monétaire et financier* by book-entries (*inscription en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the Notes.

The Notes will, upon issue, be inscribed in the books of Euroclear France, which shall credit the accounts of the Account Holders. For the purpose of these Conditions, **Account Holders** shall mean any intermediary institution entitled to hold accounts, directly or indirectly, with Euroclear France, and includes Euroclear Bank S.A./N.V. (**Euroclear**) and the depositary bank for Clearstream Banking, société anonyme (**Clearstream, Luxembourg**).

Title to the Notes shall be evidenced by entries in the books of Account Holders and will pass upon, and transfer of Notes may only be effected through, registration of the transfer in such books.

### 2 Status and Negative Pledge

#### (a) Status of the Notes

The obligations of the Issuer under the Notes in respect of principal, interest and other amounts, constitute direct, general, unconditional, unsubordinated and unsecured obligations of the Issuer (*engagements chirographaires*), and rank *pari passu* without any preference amongst themselves and with all other unsecured and unsubordinated indebtedness and guarantees (subject to exceptions imposed by French law), present or future, of the Issuer.

#### (b) Negative Pledge

The Issuer agrees that so long as any of the Notes remains outstanding, it will not create or permit to subsist any mortgage, charge, pledge, lien or other form of encumbrance or security interest which would constitute a *sûreté réelle* or its equivalent under any applicable legislation upon all or part of its business (*fonds de commerce*), assets or revenues, present or future, to secure (i) any Bond Indebtedness (as defined below) other than Securitised Bond Indebtedness (as defined below) or (ii) any guarantee of or indemnity in respect of any Bond Indebtedness (other than Securitised Bond Indebtedness) (whether any such mortgage, charge, pledge, lien or other form of encumbrance or security interest existed before or after the issuance of the Notes)

unless the obligations of the Issuer under the Notes are equally and rateably secured therewith so as to rank *pari passu* with such Bond Indebtedness or the guarantee or indemnity thereof.

This undertaking relates exclusively to the issuance of Bond Indebtedness and in no way affects the Issuer's ability to dispose of its assets or to otherwise grant any security interest over or in respect of such assets in any other circumstances, without prejudice to Condition (3).

For this purpose of the Condition:

- (i) **outstanding** means, in relation to the Notes, all the Notes issued other than: (a) those which have been redeemed in accordance with the Conditions, (b) those in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption monies (including all interest accrued on such Notes to the date for such redemption and any interest payable under Condition 4 after such date) have been duly paid to the Fiscal Agent, (c) those which have been purchased and cancelled as provided in Condition 5 and (d) those in respect of which claims have become prescribed under Condition 11.
- (ii) **Bond Indebtedness** means any present or future indebtedness for borrowed money in the form of, or represented by, bonds (*obligations*) or other securities (including *titres de créances négociables*) which are, or are capable of being, quoted, admitted to trading or ordinarily dealt in any stock exchange, over-the counter or other securities market.
- (iii) **Securitised Bond Indebtedness** means any Bond Indebtedness of the Issuer incurred in respect of or in connection with any securitisation or similar financing arrangement relating to assets owned by the Issuer and where the recourse of the holders of such Bond Indebtedness against the Issuer is limited solely to such assets or any income generated therefrom.

### 3 Restriction on Secured Borrowings

The Issuer agrees that, so long as any of the Notes remains outstanding and except with the prior approval of the General Meeting (as defined under Condition 9) of the Noteholders, the Unsecured Revalued Assets Value (as defined below) shall not be less than the Relevant Debt (as defined below) at any time.

**Appraisal Value** means, with respect to any Person, the value of the total Real Estate Assets owned or held directly or indirectly by such Person (including through financial leases and including the Real Estate Assets used as operating properties) as it is shown in, or derived from, the latest consolidated financial statements of the Issuer.

**Assets** means for any Person all or any part of its property, assets, revenues (including any right to receive revenues) and uncalled capital;

**Financial Indebtedness** means at any time any obligation for the payment or repayment of money, whether present or future, in respect of:

- (i) any outstanding principal amount (together with any fixed or minimum premium payable on final repayment) of all moneys borrowed (with or without security);
- (ii) any amounts raised by acceptance or under any acceptance credit opened by a bank or other financial institution;
- (iii) any lease, sale-and-lease-back, sale-and-repurchase or hire purchase contracts or arrangements which is, in accordance with the relevant accounting principles at the time such contracts or arrangements were entered into, treated as financial debt (*emprunts et dettes financières*);

- (iv) any amount raised pursuant to any issuance of shares or equivalent which are mandatorily redeemable (whether at final maturity or upon the exercise by the holder of such shares or equivalent of any option) prior to the Maturity Date;
- (v) any outstanding amount of the deferred purchase price of Real Estate Assets (as defined below) where payment (or, if payable in instalments, the final instalment) is due more than one (1) year after the date of purchase of such Real Estate Asset; or
- (vi) any amount raised under any other transaction which is treated in accordance with the relevant accounting principles in the latest non-consolidated or consolidated balance sheet as financial debt (*emprunts et dettes financières*) (or, in the case of such amounts raised after the date of this Prospectus, would have been so treated had they been raised on or prior to such date);

provided that:

- (a) for purposes of computing the outstanding principal amount of any Financial Indebtedness in paragraphs (i) to (vi) above, any interest, dividends, commission, fees or the like shall be excluded save to the extent that they have been capitalised; and
- (b) no amount shall be included or excluded more than once in calculating the amount of principal outstanding in respect of any Financial Indebtedness.

**Group** means the Issuer and its consolidated subsidiaries taken as a whole;

**Person** includes any individual, company, corporation, firm, partnership, joint-venture, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality);

**Real Estate Assets** means those Assets of any Person being real estate properties (being land and buildings (either completed or under construction) and equity or equivalent investments (*participations*) directly or indirectly in any other Person which is a *société à prépondérance immobilière* (or its equivalent in any other jurisdiction) or in any other Person (whether listed or not listed) whose more than fifty per cent. (50%) of the Assets comprise real estate assets;

**Relevant Debt** means at any time the aggregate amount of the Financial Indebtedness of the Issuer as shown in, or derived from, the latest audited annual or unaudited semi-annual consolidated financial statements of the Issuer, excluding any Secured Debt;

**Revalued Assets Value** means at any time, with respect to the Issuer, (i) the Appraisal Value excluding transfer rights (*droits de transferts*) on the relevant Real Estate Assets and, if any, relevant latent taxes (*fiscalité latente*) and (ii) the value of the equity-accounted investments (including advances) held directly or indirectly by the Issuer in any Person as shown in such financial statements;

**Secured Debt** means at any time the aggregate amount of the Financial Indebtedness of the Issuer as shown in, or derived from, the latest audited annual or unaudited semi-annual consolidated financial statements of the Issuer, that is secured by or benefits from a Security Interest over any of the Group's Assets;

**Security Interest** means any mortgage, charge, pledge, lien or other form of encumbrance or security interest which would constitute a *sûreté réelle* or any other agreement or arrangement having substantially the same economic effect (including, but not limited to, any retention of title, lease or hire-purchase arrangement); and

**Unsecured Revalued Assets Value** means at any time an amount equal to the Revalued Assets Value less the Secured Debt.

#### 4 Interest

The Notes bear interest at the rate of 1.875 per cent. *per annum*, from and including 20 May 2016 (the **Interest Commencement Date**) payable annually in arrear on 20 May in each year (each an **Interest Payment Date**) and for the first time on 20 May 2017.

The period commencing on, and including, the Interest Commencement Date and ending on, but excluding, the first Interest Payment Date and each successive period commencing on, and including, an Interest Payment Date and ending on, but excluding, the next succeeding Interest Payment Date is called an **Interest Period**.

Notes will cease to bear interest from the date provided for their redemption, unless the Issuer defaults in making due provision for their redemption on said date. In such event, the Notes will continue to bear interest in accordance with this Condition (as well after as before judgment) on the principal amount of such Notes until whichever is the earlier of (i) the day on which all sums due in respect of such Notes up to that day are received by or on behalf of the relevant holder and (ii) the day after the Fiscal Agent has notified the holders of the Notes (the **Noteholders**) in accordance with Condition 10 of receipt of all sums due in respect of all the Notes up to that day.

Interest will be calculated on an Actual/Actual (ICMA) basis. Where interest is to be calculated in respect of a period of less than one (1) year, it shall be calculated on the basis of the number of days elapsed in the relevant period, from and including the date from which interest begins to accrue to but excluding the date on which it falls due, divided by the number of days in such period in which the relevant period falls (including the first but excluding the last day of such period).

#### 5 Redemption and Purchase

The Notes may not be redeemed otherwise than in accordance with this Condition 5.

(a) *Final Redemption*

Unless previously redeemed or purchased and cancelled as provided below, the Notes will be redeemed by the Issuer at their principal amount on 20 May 2026.

(b) *Redemption for Taxation Reasons*

- (i) If, by reason of a change in French law or regulation, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment due in respect of the Notes, not be able to make such payment without having to pay additional amounts as specified in Condition 7 below, and provided that such obligation cannot be avoided by the Issuer taking reasonable measures available to it, the Issuer may on any Interest Payment Date, subject to having given not more than sixty (60) nor less than thirty (30) days' prior notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 10, redeem all, but not some only, of the outstanding Notes at their principal amount plus any interest accrued to the date fixed for redemption provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable Interest Payment Date on which the Issuer could make payment of principal and interest without withholding or deduction for French taxes.
- (ii) If the Issuer would on the occasion of the next payment in respect of the Notes be prevented by French law from making payment to the Noteholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 7 below, and provided that this cannot be avoided by the Issuer taking reasonable measures available to it, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than seven (7) days' prior

notice to the Noteholders in accordance with Condition 10 redeem all, but not some only, of the Notes then outstanding at their principal amount plus any accrued interest on the latest practicable date on which the Issuer could make payment of the full amount payable in respect of the Notes without withholding for French taxes, or, if such date is past, as soon as practicable thereafter.

(c) *Redemption at the option of Noteholders following a Change of Control*

If at any time while any of the Notes remains outstanding (A) a Change of Control occurs and (B) within the Restructuring Period (i) (if at the time of the Change of Control the Issuer and/or the Notes outstanding have a rating from a Rating Agency) a Rating Downgrade in respect of that Change of Control occurs or (ii) (if at the time of the Change of Control the Issuer and/or the Notes outstanding do not have a rating from a Rating Agency) a Negative Rating Event in respect of that Change of Control occurs (such Change of Control and Rating Downgrade or Negative Rating Event, as the case may be, occurring within the Restructuring Period and, in the case of a Rating Downgrade, not having been cured prior to the expiry of the Restructuring Period, together called a **Put Event**), each Noteholder will have the option (the **Put Option**) (unless, prior to the giving of the Put Event Notice referred to below, the Issuer has given notice of any early redemption in respect of the Notes) to require the Issuer to redeem or, at the Issuer's option, procure the purchase of that Note on the Optional Redemption Date (as defined below). Each Note shall be redeemed or purchased at its principal amount together with (or where purchased, together with an amount equal to) interest accrued to (but excluding) the Optional Redemption Date.

Promptly upon the Issuer becoming aware that a Put Event has occurred, the Issuer shall give notice (a **Put Event Notice**) to the Noteholders in accordance with Condition 10, with a copy to the Fiscal Agent, specifying the nature of the Put Event and the procedure for exercising the Put Option.

To exercise the Put Option, a Noteholder must give notice to the relevant Account Holder, with a copy to the Fiscal Agent in or substantially in the form set out in the Agency Agreement, duly completed and signed on its behalf (the **Put Notice**), on any Business Day falling within the period of forty-five (45) days after a Put Event Notice is given (the **Put Period**). The Put Notice shall include instructions for the transfer of such Noteholders' Notes to the specified account of the Fiscal Agent for the redemption or purchase of such Notes.

The form of the Put Notice shall be available from the Fiscal Agent.

Payment in respect of such Notes will be made on the Optional Redemption Date by transfer to the bank account specified in the Put Notice. A Put Notice once given shall be irrevocable. The Issuer shall redeem or, at its option, procure the purchase of the relevant Notes on the Optional Redemption Date unless previously redeemed or purchased.

For the avoidance of doubt, the Issuer shall have no responsibility for any breakage costs which the Noteholder may incur as a result of or in connection with such Noteholder's exercise or purported exercise of, or otherwise in connection with, any Put Option (whether as a result of any purchase or redemption arising there from or otherwise). The Issuer shall be responsible for any administrative costs e.g. notices etc arising as a result of in connection with any Noteholder's exercise or purported exercise of, or otherwise in connection with, any Put Option.

**Rating Downgrade** shall be deemed to have occurred in respect of a Change of Control if (within the Restructuring Period) the rating previously assigned to the Notes or to the Issuer by any Rating Agency solicited by the Issuer is (x) withdrawn or (y) changed from an investment grade rating (BBB- or its equivalent for the time being, or better) to a non-investment grade



rating (BB+ or its equivalent for the time being, or worse) or (z) if the rating previously assigned to the Notes or to the Issuer by any Rating Agency solicited by the Issuer was below an investment grade rating (as described above), lowered by at least one full rating notch (for example, from BB+ to BB, or their respective equivalents), provided that the Rating Agency making the reduction in rating announces or publicly confirms or, having been so requested by the Issuer, informs the Issuer and the Fiscal Agent in writing that the lowering was the result, in whole or in part, of any event or circumstance comprised in or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Rating Downgrade). If the Notes or the Issuer are rated by more than one Rating Agency, a Rating Downgrade shall be deemed to have occurred in respect of a particular Change of Control only if all the Rating Agencies have withdrawn or lowered its rating.

**Rating Agency** means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. and its successors (**S&P**) or any other rating agency of equivalent standing notified by the Issuer to the Noteholders in accordance with Condition 10.

**Change of Control** shall be deemed to have occurred at each time (whether or not approved by the Board of Directors of the Issuer) that any Person or Persons acting in concert (within the meaning of Article L.233-10 of the French *Code de commerce*) shall come to acquire, or come into possession, directly or indirectly, beneficially and/or of record, more than fifty per cent. (50%) of the shares or voting rights of the Issuer.

**Optional Redemption Date** means the fifth (5<sup>th</sup>) Business Day after the expiry of the Put Period.

**Negative Rating Event** shall be deemed to have occurred (i) if the Issuer does not on or before the forty-fifth (45<sup>th</sup>) Business Day after the relevant Change of Control seek to obtain from a Rating Agency, a rating of the Notes, failing which, a corporate rating or (ii) if it does so seek, it has not at the expiry of the Restructuring Period and as a result of such Change of Control obtained such a rating of at least (a) the grade assigned to the Notes at the time of their issuance, failing which, (b) the grade of the corporate rating assigned to the Issuer at the time of the issuance of the Notes, failing which, (c) the grade of the most recent corporate rating assigned to the Issuer, provided that the Rating Agency (A) announces or publicly confirms or, (B) having been so requested by the Issuer, informs the Issuer or the Fiscal Agent in writing that its declining to assign such rating was the result, in whole or in part, of the applicable Change of Control (whether or not the Change of Control shall have occurred at the time such rating is declined).

**Restructuring Period** means the period beginning one hundred and twenty (120) days prior to, and ending one hundred and twenty (120) days after, the date of the public announcement of the result (*avis de résultat*) by the AMF of the relevant Change of Control.

(d) *Make Whole Redemption by the Issuer*

The Issuer will, subject to compliance by the Issuer with all relevant laws, regulations and directives and having given not less than thirty (30) nor more than forty-five (45) calendar days' notice in accordance with Condition 10 to the Noteholders and to the Fiscal Agent (which notice shall be irrevocable and shall specify the date fixed for redemption), have the option to redeem the Notes, in whole or in part, at any time prior to their Maturity Date (the **Optional Make Whole Redemption Date**) at their **Optional Redemption Amount** (as defined below) together with any accrued and unpaid interest up to, but excluding, the Optional Make Whole Redemption Date and any Additional Amounts.

The Optional Redemption Amount will be calculated by the Calculation Agent and will be an amount in Euro rounded to the nearest cent (half a cent being rounded upwards) being the greater of (x) one hundred (100) per cent. of the Principal Amount (as defined below) of the Notes so redeemed and, (y) the sum of the then present values on the Optional Make Whole Redemption Date of (i) the Principal Amount (as defined below) of the Notes and (ii) of the remaining scheduled payments of interest of the Notes for the remaining term of the Notes (determined on the basis of the interest rate applicable to such Note from but excluding the Optional Make Whole Redemption Date), discounted to the Optional Make Whole Redemption Date on an annual basis (Actual / Actual ICMA) at the Early Redemption Rate plus an Early Redemption Margin.

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties. The Calculation Agent shall act as an independent expert and not as agent for the Issuer or the Noteholders.

**Early Redemption Margin** means + 0.20 per cent. *per annum*.

**Early Redemption Rate** means the average of the four quotations given by the Reference Dealers of the mid-market annual yield to maturity of the Reference Benchmark Security on the fourth (4<sup>th</sup>) business day in Paris preceding the Optional Make Whole Redemption Date at 11.00 a.m. (Central European time (CET)).

If the Reference Benchmark Security is no longer outstanding, a Similar Security will be chosen by the Calculation Agent after prior consultation with the Issuer if practicable under the circumstances, at 11.00 a.m. (Central European time (CET)) on the fourth (4<sup>th</sup>) business day in Paris preceding the Optional Make Whole Redemption Date, quoted in writing by the Calculation Agent to the Issuer.

**Principal Amount** means €100,000.

**Reference Benchmark Security** means the German government bond (bearing interest at a rate of 0.5 per cent. *per annum* and maturing on February 2026 with ISIN DE0001102390).

**Reference Dealers** means each of the four banks (that may include the Joint Lead Managers) selected by the Calculation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues.

**Similar Security** means a reference bond or reference bonds issued by the German Government having an actual or interpolated maturity comparable with the remaining term of the Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

(e) *Residual Maturity Call Option by the Issuer*

The Issuer may, at its option, from and including 20 February 2026 to but excluding the Maturity Date, subject to having given not more than sixty (60) nor less than thirty (30) calendar days prior notice to the Noteholders and the Fiscal Agent in accordance with Condition 10 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem the outstanding Notes, in whole or in part, at their Principal Amount plus accrued interest up to but excluding the date fixed for redemption.

(f) *Squeeze Out Redemption*

In the event that twenty (20) per cent. or less of the initial aggregate principal amount of the Notes (including any assimilated Notes issued pursuant to Condition 12) remains outstanding, the Issuer may, at its option but subject to having given not more than sixty (60) nor less than thirty (30) calendar days prior notice to the Noteholders (which notice shall be irrevocable) in accordance with Condition 10, redeem all, but not some only, of the outstanding Notes at their Principal Amount plus accrued interest up to but excluding the date fixed for redemption.

(g) *Purchases*

The Issuer may at any time purchase Notes together with rights to interest relating thereto in the open market or otherwise at any price. Notes so purchased by the Issuer may be held and resold in accordance with Articles L.213-1A and D.213-1 A of the French *Code monétaire et financier* for the purpose of enhancing the liquidity of the Notes.

(h) *Cancellation*

All Notes which are redeemed pursuant to paragraphs (a), (b)(i), (b)(ii), (c), (d), (e), (f) or purchased for cancellation pursuant to paragraph (g) of this Condition will forthwith be cancelled and accordingly may not be reissued or sold.

(i) *Partial Redemption*

In the case of a partial redemption in accordance with Condition 5(d) or 5(e), the redemption will be effected by reducing the nominal amount of the Notes in proportion to the aggregate principal amount redeemed, subject to compliance with any other applicable laws and regulated market requirements.

## 6 **Payments**

(a) *Method of Payment*

Payments of principal and interest in respect of the Notes will be made in Euro by credit or transfer to a Euro-denominated account (or any other account to which Euro may be credited or transferred) specified by the payee in a city in which banks have access to the TARGET System. TARGET System means the Trans European Automated Real Time Gross Settlement Express Transfer (known as TARGET2) System or any successor thereto.

Such payments shall be made for the benefit of the Noteholders to the Account Holders and all payments validly made to such Account Holders in favour of the Noteholders will be an effective discharge of the Issuer and the Paying Agents, as the case may be, in respect of such payments.

Payments of principal and interest on the Notes will, in all cases, be subject to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7.

(b) *Payments on Business Days*

If any due date for payment of principal or interest in respect of any Note is not a Business Day, then the Noteholder thereof shall not be entitled to payment of the amount due until the next following day which is a Business Day (as defined below) and the Noteholder shall not be entitled to any interest or other sums in respect of such postponed payment.

In this Condition Business Day means any day, not being a Saturday or a Sunday, on which the TARGET System is operating and on which Euroclear France is open for general business.

No commission or expenses shall be charged to the Noteholders in respect of such payments.

(c) *Fiscal Agent, Calculation Agent and Paying Agents*

The names of the initial Agents and their specified offices are set out below:

**CACEIS Corporate Trust**

14, rue Rouget de Lisle

92130 Issy-Les-Moulineaux

France

The Issuer reserves the right at any time to vary or terminate the appointment of the Agents and/or appoint additional or other Paying Agents or approve any change in the office through which any such Agent acts. Notice of any such change or any change of specified office shall promptly be given to the Noteholders in accordance with Condition 10.

**7 Taxation**

*(a) Withholding Tax*

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any jurisdiction or any political subdivision or any authority thereof having power to tax, unless such withholding or deduction is required by law or regulations.

*(b) Additional Amounts*

If, pursuant to French laws or regulations, payments of principal or interest in respect of any Note become subject to withholding or deduction in respect of any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed by or on behalf of the Republic of France or any authority therein or thereof having power to tax, the Issuer shall, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that the holder of each Note, after such withholding or deduction, will receive the full amount then due and payable thereon in the absence of such withholding or deduction; provided, however, that the Issuer shall not be liable to pay any such additional amounts in respect of any Note:

- (i) to, or to a third party on behalf of, a Noteholder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of his having some connection with France other than the mere holding of such Note; or
- (ii) presented more than thirty (30) days after the Relevant Date (as defined below), except to the extent that the Noteholder thereof would have been entitled to such additional amounts on the last day of such period of thirty (30) days.

For this purpose, the “Relevant Date” in relation to any Note means whichever is the later of (A) the date on which the payment in respect of such Note first becomes due and payable, and (B) if the full amount of the monies payable on such date in respect of such Note has not been received by the Fiscal Agent on or prior to such date, the date on which notice is given to Noteholders that such monies have been so received, notice to that effect shall have been duly published in accordance with Condition 10.

Any references to these Conditions to principal and interest shall be deemed also to refer to any additional amounts which may be payable under the provisions of this Condition 7.

**8 Events of Default**

Any Noteholder may, upon written notice to the Issuer, with a copy to the Fiscal Agent, cause all the Notes (but not some only) held by such Noteholder to become immediately due and payable at their principal amount, together with interest accrued since the last Interest Payment Date (or, if applicable,

since the Issue Date) preceding the early redemption date and until the date of effective redemption, if any of the following events occurs :

- (a) if any amount of principal or interest on any Note shall not be paid by the Issuer on the due date thereof and such default shall not be remedied by the Issuer within a period of fifteen (15) days from such due date; or
- (b) if the Issuer defaults in the due performance of any other obligation in respect of the Notes and such default continues for a period of thirty (30) days (unless such default is not curable in which case such period shall not apply) following receipt by the Issuer of a written notice of such default; or
- (c) if (i) any other present or future Financial Indebtedness (as defined in Condition 3) of the Issuer or any of its Material Subsidiaries (as defined below) becomes due and payable prior to its stated maturity by reason of any default, event of default or the like (howsoever described) in respect of such Financial Indebtedness and including, where applicable, after the delivery of any notice and/or the expiration of any applicable grace period required in order for such Financial Indebtedness to become so due and payable, or (ii) any such present or future Financial Indebtedness is not paid by the Issuer or any of its Material Subsidiaries when due or, as the case may be, within any applicable grace period, or (iii) the Issuer or any of its Material Subsidiaries fails to pay when due or, as the case may be, within any applicable grace period, any amount payable by it under any present or future guarantee for, or indemnity in respect of, any present or future Financial Indebtedness; where the aggregate amount of the relevant Financial Indebtedness and/or guarantees or indemnities, individually or in the aggregate, is equal to or in excess of €20 million (or its equivalent in any other currency); or
- (d) if the Issuer is wound up or dissolved or ceases to carry on all or substantially all of its business except (i) in connection with a merger or spin-off (including *fusion-scission*), consolidation, amalgamation or other form of reorganisation (including a management buy-out or leveraged buy-out) pursuant to which the surviving entity shall be the transferee of or successor to all or substantially all of the business of the Issuer and assumes all of the obligations of the Issuer with respect to the Notes or (ii) on such other terms approved by a resolution of the general meeting of Noteholders; or
- (e) if the Issuer or any of its Material Subsidiaries makes any proposal for a general moratorium in relation to its debts or any judgment is issued for its judicial liquidation (*liquidation judiciaire*) or the transfer of the whole of its business (*cession totale de l'entreprise*) in the context of a procedure of judicial liquidation (*liquidation judiciaire*) or of a judicial rehabilitation (*redressement judiciaire*) or it is subject to any similar proceedings whatsoever.

**Contributory Revalued Net Assets** means the product of the Revalued Net Assets of the relevant subsidiary and the rate of direct or indirect detention of the Issuer in the relevant subsidiary.

**Material Subsidiary** means any consolidated subsidiary (controlled exclusively by the Issuer in the meaning of Article L.233-16 II of the French *Code de commerce (contrôle exclusif)*) which Contributory Revalued Net Assets (as defined above) represent more than five per cent. (5%) of the Revalued Net Assets of the Issuer, as calculated by reference to the Issuer's most recent consolidated audited or (if the Issuer prepares semi-annual financial statements including revaluation of its Real Estate Assets (as defined in Condition 3)) unaudited consolidated financial statements and the most recent annual or, as the case may be, semi-annual accounts of such subsidiary.

**Revalued Net Assets** means, with respect to any relevant person, the amount of its revalued net assets (being an amount corresponding to such person's shareholders' equity adjusted to take account latent capital gains relating to such person's Real Estate Assets (as defined in Condition 3), calculated on the

basis of the Appraisal Value, excluding transfer rights (*droits de transferts*) on the relevant Real Estate Assets (as defined in Condition 3), relevant latent taxes (*fiscalité latente*) if any, and fair value adjustment of debt); provided that the revalued net assets shall be calculated in accordance with the accounting principles and methods of consolidation adopted by the Issuer in its latest published annual or semi-annual financial statements.

## 9 Representation of the Noteholders

Noteholders will be grouped automatically for the defence of their common interests in a masse (the **Masse**). The Masse will be governed by the provisions of the French *Code de commerce*, and with the exception of Articles L.228-48, L.228-59, R.228-63, R.228-67 and R.228-69 subject to the following provisions:

- (a) **Legal Personality:** The Masse will be a separate legal entity and will act in part through a representative (the **Representative**) and in part through a general meeting of the Noteholders (the **General Meeting**).

The Masse alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which now or in the future may accrue respectively with respect to the Notes.

- (b) **Representative:** The office of the Representative may be conferred on a person of any nationality. However, the following persons may not be chosen as Representatives:
- (i) the Issuer, the members of its Board of Directors (*conseil d'administration*), its general managers (*directeurs généraux*), its statutory auditors, or its employees as well as their ascendants, descendants and spouse; or
  - (ii) companies guaranteeing all or part of the obligations of the Issuer, their respective managers (*gérants*), general managers (*directeurs généraux*), members of their Board of Directors (*Conseil d'administration*), Management Board (*Directoire*) or Supervisory Board (*Conseil de surveillance*), their statutory auditors, or employees as well as their ascendants, descendants and spouses; or
  - (iii) companies holding ten per cent. (10%) or more of the share capital of the Issuer or companies having ten per cent. (10%) or more of their share capital held by the Issuer; or
  - (iv) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity.

The following person is designated as Representative of the Masse:

F&S Financial Services  
8 rue du Mont-Thabor  
75001 Paris  
France

Represented by Vincent Fabié

The Issuer shall pay to the Representative of the Masse an amount equal to EUR 450 (VAT excluded) *per annum*.

In the event of dissolution, death, retirement or revocation of appointment of the Representative, such Representative will be replaced by another Representative, an alternate Representative will be elected by the General Meeting.

- (c) **Powers of the Representative:** The Representative shall (in the absence of any decision to the contrary of the General Meeting) have the power to take all acts of management necessary in order to defend the common interests of the Noteholders.

All legal proceedings against the Noteholders or initiated by them, must be brought by or against the Representative.

The Representative may not interfere in the management of the affairs of the Issuer.

- (d) **General Meeting:** A General Meeting may be held at any time, on convocation either by the Issuer or by the Representative. One or more Noteholders, holding together at least one-thirtieth of the principal amount of the Notes outstanding, may address to the Issuer and the Representative a demand for convocation of the General Meeting, together with the proposed agenda for such General Meeting. If such General Meeting has not been convened within two (2) months after such demand, the Noteholders may commission one of their members to petition a competent court in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

Notice of the date, time, place and agenda of any General Meeting will be published as provided under Condition 10 not less than fifteen (15) days prior to the date of such General Meeting.

Each Noteholder has the right to participate in a General Meeting in person, by proxy, correspondence, or, if the *statuts* of the Issuer so specify, videoconference or any other means of telecommunications allowing the identification of the participating Noteholders. Each Note carries the right to one vote.

- (e) **Powers of the General Meetings:** The General Meeting is empowered to deliberate on the dismissal and replacement of the Representative and the alternate Representative and also may act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the Notes, including authorising the Representative to act at law as plaintiff or defendant.

The General Meeting may further deliberate on any proposal relating to the modification of the Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase the liabilities (*charges*) to Noteholders, nor establish any unequal treatment between the Noteholders, nor to decide to convert Notes into shares.

General Meetings may deliberate validly on first convocation only if Noteholders present or represented hold at least a fifth of the principal amount of the Notes then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a two-third majority of votes cast by Noteholders attending such General Meetings or represented thereat.

In accordance with Article R.228-71 of the French *Code de commerce*, the rights of each Noteholder to participate in General Meetings will be evidenced by the entries in the books of the relevant Account Holder of the name of such Noteholder on the second (2<sup>nd</sup>) business day in Paris preceding the date set for the meeting of the relevant General Meeting at 0:00, Paris time.

Decisions of General Meetings must be published in accordance with the provisions set forth in Condition 10.

- (f) **Information to Noteholders:** Each Noteholder or Representative thereof will have the right, during the 15-day period preceding the holding of each General Meeting, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be presented at the General Meeting, all of which will be available for inspection by the relevant Noteholders at the registered office of the Issuer, at the specified offices of any of the Paying Agents and at any other place specified in the notice of the General Meeting.

- (g) **Expenses:** The Issuer will pay all reasonable expenses relating to the operation of the Masse, including expenses relating to the calling and holding of General Meetings and, more generally, all administrative expenses resolved upon by the General Meeting, it being expressly stipulated that no expenses may be imputed against interest payable under the Notes.
- (h) **Notice of Decisions:** Decisions of the meetings shall be published in accordance with the provisions set out in Condition 10 not more than ninety (90) days from the date thereof.

## **10 Notices**

Any notice to the Noteholders will be valid if delivered to the Noteholders through Euroclear France, Euroclear or Clearstream, Luxembourg, for so long as the Notes are cleared through such clearing systems and published on the website of the Issuer ([www.foncieredesregions.fr](http://www.foncieredesregions.fr)); and so long as the Notes are admitted to trading on Euronext Paris and the rules of Euronext Paris so require, on the website of Euronext Paris ([www.euronext.fr](http://www.euronext.fr)). Any such notice shall be deemed to have been given on the date of such delivery or, if delivered more than once or on different dates, on the first date on which such delivery is made.

## **11 Prescription**

Claims against the Issuer for the payment of principal and interest in respect of the Notes shall become prescribed ten (10) years (in the case of principal) and five (5) years (in the case of interest) from the due date for payment thereof.

## **12 Further Issues**

The Issuer may, from time to time without the consent of the Noteholders, issue further notes to be assimilated (*assimilables*) with the Notes as regards their financial service, provided that such further notes and the Notes shall carry rights identical in all respects (or in all respects except for the first payment of interest thereon) and that the terms of such further notes shall provide for such assimilation. In the event of such assimilation, the Noteholders and the holders of any assimilated notes will, for the defence of their common interests, be grouped in a single Masse having legal personality.

## **13 Governing Law and Jurisdiction**

The Notes are governed by the laws of France.

The competent courts within the jurisdiction of the Court of Appeal of Metz have non-exclusive jurisdiction to settle any dispute arising out of or in connection with the Notes.



## USE OF PROCEEDS

The net proceeds of the Notes will be used to finance or refinance Eligible Green Projects as defined below:

**Eligible Green Projects** means (i) new or on-going projects and/or (ii) existing assets under management by Foncière des Régions (or any of its subsidiaries), which have received, or are expected to receive a minimum certification of:

- BREEAM “Very good”, or LEED “Gold” or HQE-Construction with at least 9/14 targets with “HE” or “E” score, or LEED “Gold”, or any equivalent standard, and/or
- BREEAM-in-use “Very good” or HQE-Exploitation with at least 9/14 targets with “HE” or “E” score, or any equivalent standard,

and which benefit from a high level of energy efficiency (HQE target n°4 with “HE” or “E” score, or equivalent standard).

Eligible Green Projects will also meet the additional social and environmental criteria developed with and validated by Vigeo (or any other third-party appointed by Foncière des Régions as a successor to Vigeo in the future) and available on the Foncière des Régions’ website in the Issuer’s reference document.

Ernst & Young et Autres (or any other third-party appointed by Foncière des Régions as a successor to Ernst & Young et Autres in the future), as an external auditor, will provide an annual assurance on the allocation of the net proceeds of the Notes in accordance with the present definition, such report will be included in the Issuer’s reference document.

## **DESCRIPTION OF THE ISSUER**

The description of the Issuer is contained in the 2015 Reference Document which is incorporated by reference in the Prospectus and available on the website of the Issuer and on the website of the AMF (see section "Documents incorporated by Reference").

## RECENT DEVELOPMENTS

### TENDER OFFER ON EXISTING NOTES

Foncière des Régions launched on 9 May 2016 an offer to purchase (the **Offer**) for cash any and all of its 3.875 per cent. notes due January 2018 (ISIN: FR0011345545). Such notes have an aggregate principal amount outstanding of Euro 500,000,000. The purpose of the Offer is to improve the debt maturity profile of Foncière des Régions.

### 1ST QUARTER OF 2016: GOING FORWARD

*Press release published on 3 May 2016*

#### Strengthened positions in our strategic locations

- Secured acquisitions totalling €517 million since the beginning of the year
- France Offices: acquisition of an office complex in Rueil-Malmaison for €129 million
- German Residential: investments of €241 million in the centre of Berlin
- Hotels in Europe: increase in European exposure

#### Italy: key stage in the acceleration of the strategy

- Occupancy rate improvement plan: 28% of new rents already secured
- Development of Symbiosis in Milan: pre-leasing of 16,000 m<sup>2</sup> to Fastweb (option on an additional 3,000 m<sup>2</sup>)
- Appointment of Alexei Dal Pastro as General Manager of Beni Stabili

#### 5.5% increase in rental income

- Rental Income, amounting to €139.9 million Group Share, up 5.5% (-0.4% on a like-for-like basis)
- High occupancy rate of 96.6% (vs. 96.3% at end-2015)
- Strong growth dynamics in German Residential (+20% in rents and +2.6% on a like-for-like basis), driven by the increase in Berlin exposure

#### Strengthened positions in our strategic locations

The first quarter of 2016 was marked by Foncière des Régions' major efforts to increase its presence in its strategic locations, through secured acquisitions totalling €517 million (€367 million Group Share) for an average yield of 6.3%.

*France Offices: acquisitions amounting to €140 million*

Foncière des Régions completed the acquisition of the Vinci Group's head office (36,000 m<sup>2</sup>) in Rueil-Malmaison, one of the most dynamic business districts of Greater Paris, in particular for the premises of large groups (750,000 m<sup>2</sup> of office space and over 180 companies). The investment (€129 million including fees) is accompanied by a high yield (7.8%) for a 4-year period, prior to fully re-developing the site to offer value-creation potential.

*German Residential: acquisitions amounting to €241 million (€168 million Group Share)*

The Group continued its development in Berlin with acquisitions totalling €241 million (€168 million Group Share), mainly in the housing sector in the city's central districts. The average yield comes to 4.9% for a rent reversion potential of around 40%.

*Hotels in Europe: acquisitions amounting to €136 million (€59 million Group Share)*

Foncière des Régions increased its exposure to this category of assets, while continuing its European development. The Group thus increased its stake in Foncière des Murs (to 47.5% vs. 43.1% at end-2015) and will be launching in May a public takeover bid for the remainder of the subsidiary's capital under the same terms (i.e. 1 new Foncière des Régions share for 3 Foncière des Murs shares).

In parallel, the Group actively pushed ahead with investments with its hotel partners, with the acquisition of 5 NH hotels in Germany for €124.8 million (€54 million Group Share, coming into effect in 2017 and 2018) and 4 B&B hotels in Spain for €11.2 million (€5 million Group Share). Moreover, on the strength of its leading European position in this asset class, Foncière des Régions launched Foncière Développement Tourisme, a 50/50 joint venture with Caisse des Dépôts, dedicated to investments in tourist accommodation in France (hotels in holiday resorts, tourist residences, and holiday centres).

### **Key stage in the acceleration of the strategy in Italy**

The first quarter marked the start of a turnaround in an improving economic climate, a major step in the achievement of the year's objectives:

- Foncière des Régions secured 28% of its occupancy rate improvement plan in Italy, which consists in recovering €14 million in rental income and €16 million in cash flow (respectively €7 million and €8 million Group Share) on vacant assets, in return for a capex program of €60 million (€30 million Group Share). The Group signed new leases on a total of 14,679 m<sup>2</sup>, representing €4.2 million in rental income, including 6,530 m<sup>2</sup> on Via Messina in Milan (€1.2 million in rental income). Excluding Telecom Italia, its portfolio's occupancy rate rose 3 points to 89%.
- In its development pipeline, the Group pre-leased 16,000 m<sup>2</sup> of office space (and an option of 3,000 m<sup>2</sup> of additional space) to Fastweb in the first building (totalling 19,000 m<sup>2</sup>) of Symbiosis. This transaction confirms the quality of this business district in the south of Milan, located in an ideal setting opposite the new Prada foundation and at the crossroads of the city's historic centre, Milan-Linate airport and Bocconi University.
- Furthermore, Foncière des Régions announced the appointment of Alexei Dal Pastro as General Manager of its Italian subsidiary Beni Stabili. With over 15 years' experience in real estate, Alexei Dal Pastro was until now Head of Fund Management and Asset Management and member of the Management Board at Prelios SGR, one of Italy's leading real estate fund management companies, with €4 billion in managed assets including 50% office space.

### **Rental income at the end of March 2016: €139.9 million, an increase of 5.5%**

The Group's rents were boosted by the delivery of numerous assets in the France Offices segment in 2015 (105,000 m<sup>2</sup>) and stronger positions in the German Residential segment. Rental income was €139.9 million Group Share at the end of March 2016, an increase of 5.5%.

On a like-for-like basis, rental income dropped slightly (-0.4%). The revenue benefited from a good performance of the German Residential segment (+2.6%, of which +4.7% in Berlin) and from the first positive impacts of the improvement of the occupancy rate (+3 points) on the non Telecom Italia portfolio in Italy (+1.3% on a like-for-like basis). This was offset by the impact of the renegotiation with Telecom Italia in 2015 (leases lengthened by 9 years, to 15 years firm, in return for a 6.9% reduction in rents). In the Hotel segment (-1.5% in rents, and a slight rise of 0.5% excluding AccorHotels rents), revenues were weighed down by the

impact of the terrorist attacks of November 2015 which affected the variable rental income from AccorHotels. The trend started to improve in March and the second part of the year should benefit from a better economic situation, as well as the Euro 2016 football tournament which will take place in France.

Group Share	Rental income (€m)	Change	Change on like-for-like basis	Occupancy rate	Residual firm terms of leases
<b>Offices - France</b>	61.7	+ 8.1%	- 0.2%	95.9%	5.6 years
<b>Offices - Italy</b>	24.8	- 7.6%	- 3.1%	94.3%	9.7 years
<i>Of which Telecom Italia offices</i>	12.5	-11.9%	-6.9%	100%	14.6 years
<i>Of which Offices ex Telecom Italia</i>	12.3	-2.8%	+1.3%	89%	5.1 years
<b>Offices</b>	<b>86.5</b>	<b>+ 3.1%</b>	<b>- 1.1%</b>	<b>95.5%</b>	<b>6.7 years</b>
<b>Residential Germany</b>	32.1	+ 19.7%	+ 2.6%	97.8%	n.a.
<b>Hotels/Service Sector</b>	18.7	+ 3.1%	- 1.5%	100%	10.5 years
Other (French Resi.)	2.6	- 31.4%	n.a.	n.a.	n.a.
<b>Total</b>	<b>139.9</b>	<b>+ 5.5%</b>	<b>- 0.4%</b>	<b>96.6%</b>	<b>7.3 years</b>

*Appendix: Rental income for the first quarter of 2016 at 100% and Group Share*

(€ million)	100%			Group Share				% of rent
	Q1 2015	Q1 2016	Change (%)	Q1 2015	Q1 2016	Change (%)	Change (%) LFL	
Offices France	60,3	68,0	12,9%	57,0	61,7	8,1%	- 0,2%	44%
Offices Italy	55,6	49,6	- 10,9%	26,9	24,8	- 7,6%	- 3,1%	18%
<b>Total Offices</b>	<b>115,9</b>	<b>117,6</b>	<b>1,5%</b>	<b>83,9</b>	<b>86,5</b>	<b>3,1%</b>	<b>- 1,1%</b>	<b>62%</b>
Hotels and Service sector	46,5	48,1	3,5%	18,1	18,7	3,1%	- 1,5%	13%
Residential Germany	44,5	52,1	17,0%	26,8	32,1	19,7%	2,6%	23%
<b>Total strategic activities</b>	<b>206,9</b>	<b>217,8</b>	<b>5,3%</b>	<b>128,9</b>	<b>137,3</b>	<b>6,5%</b>	<b>- 0,4%</b>	<b>98%</b>
Other	6,1	4,2	- 31,4%	3,7	2,6	- 31,4%	n/a	2%
<b>Total rent</b>	<b>213,0</b>	<b>222,0</b>	<b>4,2%</b>	<b>132,6</b>	<b>139,9</b>	<b>5,5%</b>	<b>- 0,4%</b>	<b>100%</b>

## TWO NEW DIRECTORS JOIN THE BOARD OF DIRECTORS OF FONCIÈRE DES RÉGIONS

*Press release published on 28 April 2016*

Following the General Meeting, which was held in Paris on 27 April 2016, the Board of Directors of Foncière des Régions welcomed two new members: Patricia Savin and Catherine Soubie. With these appointments, women occupy 40% of the seats on Board of Directors of Foncière des Régions, and 60% of its members are independent.

A member of the Paris Bar, Patricia Savin is a Doctor of private law and a graduate of IHEDN (economic intelligence session). She is a partner with the law firm DS Avocats, and serves as the co-chair of the Environmental and Sustainable Development Department. Chair of the Orée Association and the Environmental and Sustainable Development Commission of the Paris Bar Association, Patricia Savin is frequently consulted by the Ministries of Ecology and Justice on laws and drafts under discussion (environmental charter, environmental damage, etc.).

Since 2010, Catherine Soubie has been Managing Director with Barclays, responsible for Investment Banking in France, Belgium and Luxembourg. A graduate of the ESCP, Catherine Soubie began her career with Lazard

in London, then relocated to its Paris office. She then held a number of positions at Morgan Stanley in Paris, before becoming Deputy General Manager of Rallye.

Following these two appointments, women occupy 40% of the seats on Board of Directors, and 60% of its members are independent. Thus, Foncière des Régions achieved the female directorship objectives established by law a year ahead of schedule, and exceeded the recommendations of the AFEP-MEDEF corporate governance code concerning independent directors.

At the end of the General Meeting of 27 April 2016, the Board of Directors of Foncière des Régions is composed of 15 members, individuals or legal entities, and one censor:

Jean Laurent, Chairman of the Board of Directors (\*)

Leonardo Del Vecchio, Vice-Chairman of the Board of Directors

Catherine Allonas Barthe, Member

Romolo Bardin, Member

Delphine Benchetrit, Member (\*)

Jean-Luc Biamonti, Member (\*)

Sigrid Duhamel, Member (\*)

Bertrand de Feydeau, Member (\*)

Jérôme Grivet, Member

Christophe Kullmann, Member

Philippe Narzul, Member

Sylvie Ouziel, Member (\*)

Patricia Savin, Member (\*)

Catherine Soubie, Member (\*)

Pierre Vaquier, Member (\*)

Sergio Erede, censor

(\*) *Independent Director*

## **ACQUISITION OF AN OFFICE COMPLEX LET TO VINCI IN THE HEART OF THE GREATER PARIS REGION**

*Press release published on 21 April 2016*

Foncière des Régions has purchased the head office of the Vinci Group in the heart of one of the most dynamic business districts of Greater Paris, Rueil-sur-Seine in Rueil-Malmaison.

The offices complex is located next to the Rueil-Malmaison station of the RER (the Paris regional rapid transit system) and is visible from the A86 motorway. It currently comprises 36,000 m<sup>2</sup> of floor space split between three independent buildings, ideally located in the heart of Rueil-sur-Seine, and 978 car parks.

With 750,000 m<sup>2</sup> of office space occupied by over 180 companies, Rueil-sur-Seine is one of the most dynamic and attractive business poles in Greater Paris for large corporate groups to locate their premises.

With this investment (of around €129 million, rights included), Foncière des Régions has guaranteed rental income for 4 years (€10 million per year, representing an immediate yield of 7.8%). The group will take advantage of this period to define the redevelopment of the site to be implemented after the departure of the Vinci Group.

Foncière des Régions will thus deliver a new flexible and innovative building complex by 2022, corresponding to best market standards. This will improve asset quality and strengthen the group's exposure to an area popular with key accounts.

"With this acquisition, Foncière des Régions again illustrates its ability to position itself in complex real estate transactions, in which it can utilise its know-how as an integrated real estate operator to generate value over the duration of the project", emphasised Olivier Estève, Deputy General Manager of Foncière des Régions.

This move also strengthens the group's territorial coverage of the major services areas in Paris such as Saint-Denis (delivery of Green Corner in 2015), Levallois-Perret (acquisition of Oméga B at the end of 2015, development of the Thaïs complex under way), Issy-les-Moulineaux (redevelopment and extension of the Edo complex in progress) and Paris-Gare-de-Lyon (ongoing redevelopment of the Traversière complex). The attraction of these areas is characterised by their excellent rental income/quality relationship and very good road and public transport connections (Paris underground/RER).

## **BERLIN: €240 MILLION IN NEW ACQUISITIONS**

*Press release published on 14 April 2016*

Foncière des Régions continues its development in Berlin and reinforces its growth potential in the German Residential segment with acquisitions of assets totalling €241 million (€146 million Group share), 90% located in the centre of Berlin.

Through its subsidiary Immeo SE, Foncière des Régions acquired high-quality buildings for €165 million (€96 million Group share) consisting of 945 fully renovated housing units (86% of the assets in terms of value), mainly in sought-after localities of central Berlin such as Mitte, Friedrichshain, and Prenzlauerberg.

The Group also acquired a real estate complex comprising 117 housing units (19% in terms of value), 10,700 m<sup>2</sup> of office and retail space (40% in terms of value) and a 238-room 4-star Novotel hotel. This real estate worth €76.4 million (€50 million Group share), is located in the heart of the Mitte district (Fischerinsel 12).

The immediate average yield of these acquisitions comes to 4.9% (4.6% for the residential part) for prime locations, which conceal an average rental reversion potential of 40% (of which 50% for the housing units).

Following the 2015 investments totalling over €870 million (€529 million Group share) in the German Residential segment, Foncière des Régions has once again shown its capacity to identify and carry out transactions under attractive conditions, despite the highly competitive market.

These acquisitions further increase the share of German assets in Berlin (44% of the portfolio vs. 28% at end-2014) – one of Germany's most dynamic cities, and boost the Group's organic growth potential. In 2015, rental income from the Berlin portfolio thus increased 4.4% while its value grew 12% on a like-for-like basis.

On the strength of its selective investment strategy targeting prime city-centre assets, Foncière des Régions intends to push ahead with the quality-enhancing rotation of its German Residential assets over the coming months.

## TAXATION

*The following is a general description of certain withholding tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes. Prospective purchasers of Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries. This summary is based upon the law as in effect on the date of this Prospectus and is subject to any change in law that may take effect after such date.*

### France

#### **Withholding Tax**

*The following is an overview of certain withholding tax considerations that may be relevant to holders of the Notes who do not concurrently hold shares of the Issuer.*

Payments of interest and other revenues made by the Issuer with respect to the Notes will not be subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts* unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts* (a **Non-Cooperative State**). If such payments under the Notes are made in a Non-Cooperative State, a 75 per cent. withholding tax will be applicable by virtue of Article 125 A III of the French *Code général des impôts* (subject to certain exceptions and to the more favourable provisions of an applicable double tax treaty).

Furthermore, in application of Article 238 A of the French *Code général des impôts*, interest and other revenues on such Notes will not (where otherwise deductible) be deductible from the Issuer's taxable income, if they are paid or accrued to persons established or domiciled in a Non-Cooperative State or paid in such a Non-Cooperative State (the **Deductibility Exclusion**). Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Articles 109 *et seq.* of the French *Code général des impôts*, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 *bis* of the French *Code général des impôts*, at a rate of 30 per cent. or 75 per cent. (subject to the more favourable provisions of an applicable double tax treaty).

Notwithstanding the foregoing, neither the 75 per cent. withholding tax set out under Article 125 A III of the French *Code général des impôts* nor the Deductibility Exclusion will apply in respect of the Notes if the Issuer can prove that the principal purpose and effect of the issue of the Notes was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the **Exception**). Pursuant to the *Bulletin Officiel des Finances Publiques-Impôts* BOI-INT-DG-20-50-20140211 (n°550 and 990), BOI-RPPM-RCM-30-10-20-40-20140211 (n°70 and 80) and BOI-IR-DOMIC-10-20-20-60-20150320 (n°10), the Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of the issue of the Notes, if the Notes are *inter alia*:

- (i) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or
- (ii) admitted, at the time of their issue, to the clearing operations of a central depository or of a securities clearing and delivery and payments systems operator within the meaning of Article L.561-2 of the French *Code monétaire et financier*, or of one or more similar foreign depositories or operators provided that such depository or operator is not located in a Non-Cooperative State.



Consequently, payments of interest and other revenues made by the Issuer under the Notes are not subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts* and the Deductibility Exclusion does not apply to such payments.

Pursuant to Article 125 A of the French *Code général des impôts*, subject to certain limited exceptions, interest received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France is subject to a 24 per cent. withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at an aggregate rate of 15.5 per cent. on such interest received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France.

## SUBSCRIPTION AND SALE

### Subscription Agreement

BNP Paribas, Crédit Agricole Corporate and Investment Bank, Crédit Industriel et Commercial S.A., HSBC Bank plc, Natixis and Société Générale (the **Managers** or the **Joint Lead Managers**) have, pursuant to a subscription agreement dated 18 May 2016 (the **Subscription Agreement**), jointly and severally agreed with the Issuer, subject to the satisfaction of certain conditions, to subscribe for the Notes at an issue price equal to 99.738 per cent. of the principal amount of the Notes, less any applicable commission. In addition, the Issuer will pay certain costs incurred by it and the Managers in connection with the issue of the Notes.

The Managers are entitled to terminate the Subscription Agreement in certain limited circumstances prior to the issue of the Notes. The Issuer has agreed to indemnify the Managers against certain liabilities in connection with the offer and sale of the Notes.

### General Selling Restrictions

Each Manager has agreed to observe all applicable laws and regulations in each jurisdiction in or from which it may acquire, offer, sell or deliver Notes or have in its possession or distribute this Prospectus or any other offering material relating to the Notes. No action has been, or will be, taken in any country or jurisdiction that would, to the best of each Manager's knowledge, permit a public offering of the Notes, or the possession or distribution of this Prospectus or any other offering material relating to the Notes, in any country or jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any circular, prospectus, form of application, advertisement or other offering material relating to the Notes may be distributed in or from, or published in, any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations and all offers and sales of Notes by it will be made on the same terms.

### France

Each of the Managers has represented and agreed that it has not offered or sold and will not offer or sell, directly or indirectly, any Notes to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Prospectus or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) persons providing investment services relating to portfolio management for the account of third parties (*personnes fournissant le service de gestion de portefeuille pour compte de tiers*), and/or (b) qualified investors (*investisseurs qualifiés*), other than individuals, acting for their own account, all as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 of the French *Code monétaire et financier*.

### United Kingdom

Each Manager has represented and agreed that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (the **FSMA**)) received by it in connection with the issue or sale of the Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

### United States

The Notes have not been and will not be registered under the Securities Act or the securities law of any U.S. state, and may not be offered or sold, directly or indirectly, in the United States of America or to, or for the

account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or such state securities laws. The Notes are being offered and sold only outside of the United States to non-U.S. persons in reliance on Regulation S.

Terms used in this paragraph and not otherwise defined in this Prospectus have the meanings given to them in Regulation S.

In addition, until forty (40) days after the commencement of the offering of the Notes, an offer or sale of Notes within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

### **Italy**

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of the Prospectus or of any other document relating to the Notes be distributed in the Republic of Italy, except:

- (i) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the **Financial Services Act**) and Article 34-ter, first paragraph, letter (b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time (**Regulation No. 11971**); or
- (ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Article 34-ter of Regulation No. 11971.

Each Manager has represented and agreed that any offer, sale or delivery of the Notes or distribution of copies of this Prospectus or any other document relating to the Notes in the Republic of Italy will be effected in accordance with all Italian securities, tax, and exchange control and other applicable laws and regulations.

Any such offer, sale or delivery of the Notes or distribution of copies of this Prospectus or any other document relating to the Notes in the Republic of Italy under (i) or (ii) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Service Act, CONSOB Regulation No. 16190 of 29 October 2007 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the **Banking Act**);
- (ii) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy; and
- (iii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or other Italian authority.

## GENERAL INFORMATION

### 1. Clearing of the Notes

The Notes have been accepted for clearance through Euroclear France, Clearstream, Luxembourg and Euroclear. The International Securities Identification Number (ISIN) for the Notes is FR0013170834. The Common Code number for the Notes is 141228358.

The address of Euroclear France is 66, rue de la Victoire, 75009 Paris, France. The address of Euroclear is 1 boulevard du Roi Albert II, 1210 Bruxelles, Belgium and the address of Clearstream, Luxembourg is 42, avenue John Fitzgerald Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg.

### 2. Admission to trading

Application has been made to the AMF, in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général* which implements the Prospectus Directive, for the approval of this Prospectus.

Application has been made to admit the Notes to trading on Euronext Paris. Euronext Paris is a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments.

### 3. Corporate authorisations

The issue of the Notes was authorised by a resolution of the Board of Directors (*Conseil d'administration*) of the Issuer dated 27 April 2016 and a decision of Christophe Kullmann, Chief Executive Officer (*Directeur Général*) of the Issuer dated 13 May 2016.

### 4. Documents available

Copies of:

- (i) the *statuts* of the Issuer;
- (ii) the Fiscal Agency Agreement;
- (iii) this Prospectus; and
- (iv) the documents incorporated by reference in this Prospectus,

will be available for inspection during the usual business hours on any week day (except Saturdays, Sundays and public holidays) at the registered office of the Issuer.

This Prospectus and the documents incorporated by reference in this Prospectus will be published on the websites of (a) the Issuer ([www.foncieredesregions.fr](http://www.foncieredesregions.fr)) and (b) the AMF ([www.amf-france.org](http://www.amf-france.org)).

### 5. No material adverse change

Save as disclosed in the section “Recent Developments of this Prospectus, there has been no material adverse change in the prospects of the Issuer since 31 December 2015.

### 6. Significant Change

Save as disclosed in the section “Recent Developments of this Prospectus, there has been no significant change in the financial or trading position of the Issuer and/or the Issuer and its subsidiaries, taken as a whole since 31 December 2015.

### 7. Litigation

Except as disclosed in the Prospectus, the Issuer is not involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during the twelve (12) months preceding the date of this Prospectus which may have, or have had in the recent past, significant effects on the financial position or profitability of the Issuer and/or the Issuer and its subsidiaries, taken as a whole.

#### **8. Auditors**

Mazars and Ernst & Young et Autres are the statutory auditors of the Issuer and have audited, and rendered unqualified report on the financial statements of the Issuer as at, and for the years ended, 31 December 2014 and 31 December 2015.

Mazars and Ernst & Young et Autres and Conseil Audit & Synthèse are registered as *Commissaires aux Comptes (members of the Compagnie Nationale des Commissaires aux Comptes and the Compagnie Régionale de Versailles)* and are regulated by the *Haut Conseil du Commissariat aux Comptes*.

#### **9. Listing fees**

The estimated costs for the admission to trading of the Notes are €8,000.

#### **10. Yield**

The yield in respect of the Notes is 1.904 per cent. *per annum* and is calculated on the basis of the issue price of the Notes. It is not an indication of future yield.

#### **11. Interest material to the issue**

As far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the issue.

#### **12. No-conflicts**

In the ordinary course of their business activities, the Joint Lead Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Certain of the Joint Lead Managers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Joint Lead Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such short positions could adversely affect future trading prices of the Notes. The Joint Lead Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

#### **13. Forward-Looking Statements**

This Prospectus contains certain statements that are forward-looking including statements with respect to the Issuer's and the Group's business strategies, expansion and growth of operations, trends in the business, competitive advantage, and technological and regulatory changes, information on exchange rate risk and generally includes all statements preceded by, followed by or that include the words "believe", "expect", "project", "anticipate", "seek", "estimate" or similar expressions. Such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and actual results may differ materially from those in the forward-looking statements as a result of various factors. Potential investors are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date hereof.

## PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE PROSPECTUS

To the best knowledge of the Issuer (which has taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and contains no omission likely to affect the import of such information. The Issuer accepts responsibility accordingly.

**Foncière des Régions**  
18, avenue François Mitterrand  
57000 Metz  
France

Duly represented by:

Christophe Kullmann, Chief Executive Officer (*Directeur Général*)  
Dated 18 May 2016



### *Autorité des marchés financiers*

In accordance with Articles L. 412-1 and L. 621-8 of the French *Code monétaire et financier* and with the General Regulations (*Règlement Général*) of the *Autorité des marchés financiers (AMF)*, in particular Articles 211-1 to 216-1, the AMF has granted to this Prospectus the visa no. 16-182 on 18 May 2016. This Prospectus has been prepared by the Issuer and its signatories assume responsibility for it. In accordance with Article L. 621-8-1-I of the French *Code monétaire et financier*, the visa has been granted following an examination by the AMF of "whether the document is complete and comprehensible, and whether the information it contains is coherent". It does not imply that the AMF has verified the accounting and financial data set out in it and the appropriateness of the issue of the Notes.

## REGISTERED OFFICE OF THE ISSUER

### Foncière des Régions

18, avenue François Mitterrand  
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## JOINT LEAD MANAGERS

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### Crédit Agricole Corporate and Investment Bank

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