

Pursuant to Section 227 of the restated Spanish Securities Market Act (*Ley del Mercado de Valores*) approved by *Real Decreto Legislativo 4/2015, de 23 de octubre*, Inmobiliaria Colonial, SOCIMI, S.A. (“**Colonial**” or the “**Company**”) hereby discloses the following

OTHER RELEVANT INFORMATION (OTRA INFORMACIÓN RELEVANTE)

In connection with the announcement of inside information published by the Company on June 3, 2021, with register number 923, the agreement entered into between Colonial and Predica Prévoyance Dialogue du Crédit Agricole (“**Predica**”), personal insurance subsidiary of Crédit Agricole Assurances, consisting in the contribution to Colonial of 2,328,644 shares of *Société Foncière Lyonnaise* (“**SFL**”) owned by Predica, representing, approximately, 5.0% of its share capital, as a consideration for the subscription of 22,494,701 new ordinary shares of Colonial (the “**Agreement**”), has been executed today. In this regard, the relevant public deed of the non-monetary capital increase has been executed today (the “**Capital Increase**”).

As a result of said execution, have entered into force as of today (“**Completion Date**”) the engagements provided for in the Agreement in connection with the Colonial shares arising from the Capital Increase subscribed by Predica (the “**Colonial Shares**”).

In this regard, pursuant to Section 531 of the restated Spanish Limited Liability Companies Act approved by *Real Decreto Legislativo 1/2010, de 2 de julio (Ley de Sociedades de Capital)*, it is attached to this “Other relevant information” (*Otra Información Relevante*) announcement a literal transcription of the clauses of the Agreement that may be deemed as a shareholders’ agreement pursuant to the provisions of the referred regulation. In this regard, by means of this announcement, the aforementioned clauses are communicated to the Spanish Securities and Exchange Commission (CNMV) and made public as an “Other relevant information” (*Otra Información Relevante*).

Furthermore, today has been executed the corporate transaction between SFL and Predica which was also disclosed in the announcement of inside information published by the Company on June 3, 2021, with register number 923 pursuant to which Predica has transferred to SFL 3,664,259 SFL shares (7.9%) which have been cancelled in the context of an exchange between SFL and Predica (or entities controlled by Predica) of stakes in joint ventures holding certain SFL real estate assets in France (the “**Asset Swap**”).

Following the Capital Increase and the cancellation of SFL shares in the framework of the Asset Swap, Colonial has become the holder of 40,346,951 SFL shares representing approximately 94.1% of the share capital, subject to the result of the takeover bid launched by Colonial for the SFL shares, whose acceptance period is expected to conclude on August 25, 2021.

Madrid, on August 4, 2021.

**LITERAL TRANSCRIPTION OF THE CLAUSES OF THE AGREEMENT THAT MAY BE DEEMED
AS A SHAREHOLDERS' AGREEMENT**

<p>PREDICA'S LOCK-UP</p>	<p>During a period of 6 months following the Completion Date (the “Initial Period”), Predica shall not Transfer (as defined below), whether wholly or in part, the Colonial Shares.</p> <p>For the purposes of this Clause, “Transfer” shall mean: (i) the transfer by any means, whether direct and/or indirect, immediate or deferred, free of charge or not (including the sale, contribution, merger, spin-off, exchange, loan, or creation or enforcement of any encumbrance) of the ownership, the beneficial ownership, the legal ownership, the economic interest or any other rights deriving from a share such as the voting rights, the right to receive a dividend or the preferred subscription right to a share capital increase; (ii) the entry into any derivative, hedging or other transaction that is designed to or that reasonably could be expected to lead to or result in a sale of any shares; (iii) the entry into any transaction having a similar economic effect; (iv) the undertaking to do any of the foregoing; or (v) the public announcement of the intention to do any of the foregoing; the verb “to Transfer” and any expression derived therefrom shall be interpreted accordingly</p> <p>Notwithstanding the foregoing, Predica shall be always allowed and will not be subject to any restriction to any voluntary Transfer of all or part of the Colonial Shares to a company belonging to its Group, provided that: (a) the acquirer company, simultaneously with the Transfer, agrees unconditionally to be bound in respect of such Colonial Shares by the provisions of this Clause and Clause “Transfer of shares after the Initial Period” of this Agreement; (b) the transferor remains jointly liable in respect of such Colonial Shares with the acquirer; and (c) the acquirer remains a member of its Group and agrees to transfer back all of such Colonial Shares before ceasing to be a member of its Group. For the purposes of this section, “Group” shall include any company directly or indirectly owned or controlled by Crédit Agricole Assurances S.A.</p>
<p>PREDICA'S STANDSTILL</p>	<p>Predica undertakes during a 9 month-period following the Completion Date, not to (whether acting alone or in concert) and procure that its representatives will not directly or indirectly, acquire or offer to acquire, seek, propose or agree to acquire, announce its intention to acquire, take part, support, discuss, encourage or facilitate (including through the provision of financing) the acquisition, by means of a purchase, tender or exchange offer, business combination or in any other manner (including through rights or options to acquire, swap, derivative transactions or other arrangements having a similar economic effect), of the ownership of Colonial's securities resulting in Predica holding more than 5% of Colonial's share capital or voting rights (or having an economic exposure on more than 5% of Colonial excluding the economic exposure through Predica and SFL joint ventures).</p> <p>By exception, this Clause shall not apply to acquisitions of financial instruments or of any right attached to such financial instruments of Colonial by Predica or any of its representatives in the context of:</p> <ul style="list-style-type: none"> ▪ market-making and risk hedging activities; and/or ▪ third-parties asset management activities,

	<p>provided that such acquisitions are (i) in line with Predica’s usual practices and involve teams, resources, objectives and responsibilities distinct from those engaged in the Transaction; and (ii) made in good faith and not as a means to avoid the covenants of this Agreement.</p> <p>More generally, Predica undertakes during a 12 month-period following the Completion Date not to (and procure that its representatives shall not) directly or indirectly take part, support discuss, encourage or facilitate (i) any unfriendly transaction with respect to Colonial or the Colonial’s group or (ii) any proxy fight against the management of Colonial.</p>
<p>TRANSFER OF SHARES AFTER THE INITIAL PERIOD</p>	<p>After the Initial Period, and during a 6 month-period following the expiry of the Initial Period, any transfer by Predica of Colonial Shares shall be made in an orderly manner and in accordance with the standard market practice in Spanish listed companies and in compliance with the applicable Spanish stock exchange regulations. For the avoidance of doubt, any transfer of Colonial Shares carried out after the Initial Period by means of either: (i) an open order of sale in the market representing less than 25% of the average daily trading volume of Colonial Shares, calculated over the 20 trading days prior to the transaction; (ii) a block sale; or (iii) a negotiated bilateral trade, shall be deemed to be transfers of Colonial shares in an orderly manner and in accordance with the standard market practice in Spanish listed companies.</p> <p>For the purposes of this Clause, the Parties agree that Predica shall, to the extent legally permitted, inform Colonial in due time of any intention of transfer of the Colonial Shares during the period in which the present Clause applies in order to collaborate with Predica to find potential acquirers or to propose them (if any). In any case, to the extent legally permitted, during this period, Predica shall communicate to Colonial any potential transfer of Colonial Shares at least 5 business days before its launch.</p>

TRANSLATION INTO SPANISH OF THE CLAUSES OF THE AGREEMENT THAT MAY BE DEEMED AS A SHAREHOLDERS' AGREEMENT

<p>RESTRICCIÓN DE VENTA DE ACCIONES DE PREDICA</p>	<p>Durante un periodo de 6 meses a partir de la Fecha de Finalización (en adelante, el “Periodo Inicial”), Predica no podrá Transmitir (tal como se define a continuación), total o parcialmente, las Acciones de Colonial.</p> <p>A efectos del presente Acuerdo, se entenderá por “Transmisión” i) la transmisión por cualquier medio, ya sea con carácter directo y/o indirecto, inmediato o diferido, gratuito o no (incluida la disposición, aportación, fusión, escisión, canje, préstamo o aplicación de cualquier gravamen) de la titularidad, ya sea en pleno dominio, efectivo o jurídico, el derecho económico o cualesquiera otros derechos dimanantes de una acción, como el derecho de voto, el derecho a percepción de dividendos o el derecho de suscripción preferente en una ampliación de capital, ii) la realización de cualquier operación de derivados, cobertura o de otra índole que esté concebida para una venta de acciones, o que quepa esperar de forma justificada que pueda conducir o dar lugar a la misma, iii) la realización de cualquier operación que tenga efectos económicos análogos, iv) el compromiso de realizar cualquiera de las acciones anteriormente descritas o v) el anuncio público de la intención de realizar cualquiera de las acciones anteriormente descritas; asimismo, el verbo “Transmitir” y sus formas y expresiones derivadas se interpretarán del mismo modo.</p> <p>Sin perjuicio de lo anterior, Predica estará en todo caso autorizada, libre de cualquier restricción, a llevar a cabo la Transmisión voluntaria, total o parcial, de Acciones de Colonial a empresas de su Grupo, siempre y cuando a) la sociedad adquirente, de forma simultánea a la Transmisión, acepte quedar obligada de forma incondicional en relación con esas Acciones de Colonial según lo previsto en la presente cláusula y la cláusula «Transmisión de acciones después del Periodo Inicial» del presente Acuerdo; b) el transmitente siga siendo responsable solidario junto al adquirente con respecto a dichas Acciones de Colonial; y c) el adquirente siga siendo miembro de su Grupo y acuerde devolver la totalidad de esas Acciones de Colonial antes de dejar de pertenecer a su Grupo. A los efectos de este apartado, el término “Grupo” incluirá todas aquellas sociedades que sean, directa o indirectamente, propiedad de Crédito Agricole Assurances S.A. o estén controladas por dicha entidad</p>
<p>PERIODO DE INMOVILIZACIÓN DE ACCIONES DE PREDICA</p>	<p>Predica se compromete, durante un periodo de 9 meses a partir de la Fecha de Finalización, a abstenerse (ya sea actuando por cuenta propia o de forma concertada), y a procurar que sus representantes se abstengan, directa o indirectamente, de adquirir u ofrecer la adquisición, tratar, proponer o acordar adquirir, anunciar su intención de adquirir, participar, respaldar, negociar, fomentar o facilitar (incluso mediante la provisión de fondos) la adquisición, mediante una oferta de compra, licitación o intercambio, combinación de negocios o de cualquier otra manera (incluso a través de derechos u opciones de adquisición, <i>swaps</i> o permutas financieras, operaciones de derivados u otros acuerdos que tengan un efecto económico similar), de valores de Colonial, si ello provoca que Predica posea más del 5 % del capital social o de los derechos de voto de Colonial (o que tenga una exposición económica sobre más del 5 % de Colonial, excluida la exposición económica resultante de los negocios conjuntos de Predica y SFL).</p> <p>Con carácter excepcional, esta Cláusula no se aplicará a la adquisición de instrumentos financieros o de cualquier derecho afecto a dichos instrumentos financieros de Colonial por parte de Predica o cualquiera de sus representantes en el contexto de:</p> <ul style="list-style-type: none"> ▪ actividades de cobertura de riesgos y creación de mercado; y/o

	<ul style="list-style-type: none"> ▪ activos de gestión de activos de terceros, <p>siempre que dichas adquisiciones (i) estén en línea con las prácticas habituales de Predica e impliquen equipos, recursos, objetivos y responsabilidades distintos de los incluidos en la Transacción; y (ii) se realicen de buena fe y no como un subterfugio para evitar el cumplimiento de las disposiciones del presente Acuerdo.</p> <p>En términos generales, Predica se compromete, durante un periodo de 12 meses a partir de la Fecha de Finalización, a no participar (y a procurar que sus representantes no participen) directa o indirectamente, en negociaciones, ni fomentar o facilitar (i) cualquier operación hostil en relación con Colonial o el Grupo Colonial o (ii) cualquier intento hostil por hacerse con el poder de voto frente a la dirección de Colonial.</p>
<p>TRANSMISIÓN DE ACCIONES TRAS EL PERIODO INICIAL</p>	<p>Transcurrido el Periodo Inicial, y durante un periodo de seis meses a partir de la finalización de dicho Periodo Inicial, cualquier transmisión por parte de Predica de las Acciones de Colonial deberá realizarse de forma ordenada y con arreglo a la práctica de mercado habitual de las sociedades cotizadas españolas, así como de conformidad con la normativa española aplicable en materia bursátil. A efectos aclaratorios, cualquier transmisión de Acciones de Colonial que se lleve a cabo después del Periodo Inicial por medio de i) una orden de venta abierta en el mercado que represente menos del 25 % del volumen diario de negociación de las Acciones de la Sociedad, calculado en el cómputo de las 20 sesiones bursátiles inmediatamente anteriores a la operación, ii) una venta en bloque, o iii) una negociación bilateral, se considerará realizada de forma ordenada y con arreglo a la práctica de mercado habitual de las sociedades cotizadas españolas.</p> <p>A los efectos de la presente Cláusula, las Partes acuerdan que Predica deberá, en la medida en que esté legalmente permitido, informar a Colonial con la debida antelación de cualquier intención de transmisión de las Acciones de Colonial durante el periodo de aplicación de la presente Cláusula con el fin de colaborar con Predica para encontrar potenciales adquirentes o proponerlos (si los hubiere). En todo caso, en la medida en que esté legalmente permitido, durante este periodo, Predica comunicará a Colonial cualquier transmisión potencial de Acciones de Colonial al menos con 5 días hábiles de antelación.</p>

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