

## TERMS AND CONDITIONS OF THE BONDS

*The following (excluding italicised paragraphs) are the terms and conditions of the Bonds which will be endorsed on the Certificates relating to the Bonds:*

The USD 450,000,000 Non-Dilutive Cash Settled Convertible Bonds due 2021 (the “**Bonds**”) of Valeo S.A. (the “**Issuer**”) are issued subject to and with the benefit of an Agency Agreement dated 16 June 2016 (the “**Agency Agreement**”) relating to the Bonds between the Issuer, Citigroup Global Markets Deutschland AG (the “**Registrar**”, which expression shall include any successor as Registrar under the Agency Agreement) and Citibank N.A., London Branch (the “**Principal Paying, Transfer and Conversion Agent**”, which expression shall include any successor as Principal Paying, Transfer and Conversion Agent under the Agency Agreement), and any other Paying, Transfer and Conversion Agents for the time being named in the Agency Agreement (such persons, together with the Principal Paying, Transfer and Conversion Agent, being referred to below as the “**Paying, Transfer and Conversion Agents**”, which expression shall include their successors as Paying, Transfer and Conversion Agents under the Agency Agreement) and with the benefit of a Deed of Covenant (the “**Deed of Covenant**”) dated 16 June 2016 executed by the Issuer. The Issuer has also entered into a calculation agency agreement dated 16 June 2016 (the “**Calculation Agency Agreement**”) with Conv-Ex Advisors Limited (the “**Calculation Agent**”, which expression shall include any successor as calculation agent under the Calculation Agency Agreement), whereby the Calculation Agent has been appointed to make certain calculations in relation to the Bonds.

Copies of the Agency Agreement, the Deed of Covenant and the Calculation Agency Agreement are available for inspection during normal business hours at the specified offices for the time being of each of the Paying, Transfer and Conversion Agents. “**Agents**” means the Principal Paying, Transfer and Conversion Agent, any other Paying, Transfer and Conversion Agents, and the Registrar.

Capitalised terms used but not defined in these **Conditions** shall have the meaning attributed to them in the Agency Agreement unless the context otherwise requires or unless otherwise stated.

### 1 **Form, Denomination and Title**

#### (a) *Form and Denomination*

The Bonds are issued in registered form in principal amounts of USD 200,000 and integral multiples thereof. A bond certificate (each a “**Certificate**”) will be issued to each Bondholder in respect of its registered holding of Bonds. Each Certificate will be numbered serially with an identifying number which will be recorded on the relevant Certificate and in the register of Bondholders which the Issuer will procure to be kept by the Registrar.

The Bonds are not issuable in bearer form.

*The Bonds will upon issue be represented by a Global Certificate (the “**Global Certificate**”) in the form scheduled to the Agency Agreement and which will be exchangeable for Certificates in definitive form only in the limited circumstances described in the Global Certificate and while the Bonds are represented by the Global Certificate certain provisions of the Conditions will be supplemented and modified as set out in the Global Certificate.*

#### (b) *Title*

Title to the Bonds will pass by registration in the register of Bondholders (the “**Register**”). Except as otherwise required by law or as ordered by a court of competent jurisdiction, the holder (as defined below) of any Bond shall be deemed to be and may be treated as its absolute owner for all purposes

(whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on the Certificate representing it or the theft or loss of such Certificate) and no person will be liable for so treating the holder.

## 2 Status of the Bonds

The Bonds constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 3) unsecured obligations of the Issuer and will rank *pari passu* among themselves and (subject to such exceptions as are from time to time mandatory under French law) equally and rateably with all other present or future unsecured and unsubordinated obligations of the Issuer, from time to time outstanding.

## 3 Negative Pledge

So long as any of the Bonds remain outstanding, the Issuer will not, and will procure that none of its Material Subsidiaries will, create or permit to subsist any mortgage, charge, pledge or other security interest upon any of its business, undertakings, assets or revenues, present or future, to secure any Relevant Indebtedness incurred or guaranteed by it or by any Material Subsidiary (whether before or after the issue of the Bonds) unless the Issuer's obligations under the Bonds are equally and rateably secured so as to rank *pari passu* with such Relevant Indebtedness or such guarantee in respect thereof.

For the purposes of these Conditions:

“**Material Subsidiary**” means at any relevant time a Subsidiary of the Issuer:

- (i) whose total assets, gross revenues, or operating income (or, where the Subsidiary in question prepares consolidated accounts, whose total consolidated assets, gross consolidated revenues or consolidated operating income, as the case may be) attributable to the Issuer represent not less than 10 per cent. of the total consolidated assets, the gross consolidated revenues or the consolidated operating income of the Issuer, as the case may be, all as calculated by reference to the then latest audited accounts (or consolidated accounts, as the case may be) of such Subsidiary and the then latest audited consolidated accounts of the Issuer and its consolidated subsidiaries; or
- (ii) to which is transferred all or substantially all the assets and undertakings of a Subsidiary which immediately prior to such transfer is a Material Subsidiary.

“**Relevant Indebtedness**” means any indebtedness for borrowed money in the form of, or represented by, bonds (*obligations*) or other securities (including *titres de créance négociables*) which are for the time being, or are capable of being, quoted, listed or ordinarily traded on any stock exchange, over-the-counter-market or other securities market.

“**Subsidiary**” has the meaning set forth in Articles L.233-1 and L.233-3 of the French *Code de Commerce*, as amended.

## 4 Definitions

In these Conditions, unless otherwise provided:

“**Additional Amounts Tax Redemption Date**” has the meaning given to it in Condition 10(b)(ii)(A);

“**Additional Amounts Tax Redemption Notice**” has the meaning given to it in Condition 10(b)(ii)(A);

“**Affiliate**” has the meaning given to it in Condition 7(h);

“**Alternative Option Exchange**” has the meaning given to it in Condition 7(a);

“**Averaging Date**” has the meaning given to it in Condition 6(d)(i);

“**Bondholder**” and “**holder**” means the person in whose name a Bond is registered;

“**Bond Market Price**” means, in respect of any Scheduled Trading Day, the market price per USD 200,000 in principal amount of the Bonds, being the Bloomberg Generic Price per USD 200,000 in principal amount of the Bonds (i) as derived from Bloomberg page: XS1433199624 Corp HP (setting “Last Price” or any successor setting) as at the close of business on such Scheduled Trading Day, as determined by the Calculation Agent, or (ii) if such Bloomberg page is not available on such day, as derived by the Calculation Agent from any substitute Bloomberg page or from any successor to Bloomberg, as determined by the Calculation Agent, or (iii) if such substitute page or successor service is not available on such day, as derived from such other public source (if any) providing substantially similar market data to such Bloomberg page as the Independent Adviser shall consider appropriate, or (iv) failing such source, as derived from such other source (if any) displaying trading prices in respect of the Bonds provided by at least three leading institutions as the Independent Adviser shall consider appropriate; *provided that* if, in the opinion of the Issuer, the relevant quotation of the Bloomberg Generic Price or, as the case may be, the quotation on any successor page or service or other public source is materially different from the reality of traded prices, the Independent Adviser will determine the Bond Market Price in such other commercially reasonable manner as the Issuer and such Independent Adviser may agree or, in the absence of agreement, in such manner as may be determined by the Independent Adviser;

“**business day**” means, in relation to any place, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business in that place or, if it relates to a payment in USD, on which commercial banks and foreign exchange markets are open for business in New York City;

“**Cash Amount**” has the meaning given to it in Condition 6(d)(i);

“**Cash Dividend**” has the meaning given to it in Condition 7(a)(iv);

“**Change in Law**” has the meaning given to it in Condition 9(b);

A “**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 or any person or persons acting on behalf of any such person(s), at any time directly or indirectly owns or acquires (A) more than 50 per cent. of the issued ordinary share capital of the Issuer or (B) such number of shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of the Issuer;

“**Change of Control Notice**” has the meaning given to it in Condition 6(f);

“**Change of Control Period**” means the period commencing on the occurrence of a Change of Control and ending 30 calendar days following the Change of Control or, if later, 30 calendar days following the date on which a Change of Control Notice is given to Bondholders as required by Condition 6(f);

“**Change of Control Put Date**” has the meaning given to it in Condition 10(c);

“**Change of Control Put Notice**” has the meaning given to it in Condition 10(c);

“**Closing Price**” means, in respect of any Share, on any Scheduled Trading Day, the official closing price on such Scheduled Trading Day of a Share on the Relevant Stock Exchange as published by or derived (in the case of an Original Underlying Share where Euronext Paris constitutes the Relevant Stock Exchange in respect thereof) from Bloomberg page FR FP Equity HP (or any successor page) (using the setting labelled “Last Price” or any equivalent successor label to this setting) or (in any other case) from the equivalent Bloomberg page and setting in respect of the Relevant Stock Exchange for the Share (as determined by the Calculation Agent), if any or, in any such case, such other source as shall be determined to be appropriate by

the Independent Adviser on such Scheduled Trading Day; *provided that*, if on any such Scheduled Trading Day such price is not available or cannot otherwise be determined as provided above, the Closing Price of a Share in respect of such day shall be the Closing Price, determined as provided above, on the immediately preceding day on which the same can be so determined as aforesaid or, if such price cannot be so determined, as determined in good faith by the Independent Adviser;

“**Conversion Date**” has the meaning provided in Condition 6(b);

“**Conversion Notice**” has the meaning given to it in Condition 6(b);

“**Conversion Notice Delivery Date**” has the meaning given to it in Condition 6(b);

“**Conversion Period**” has the meaning given to it in Condition 6(a)(ii);

“**Conversion Premium**” means 45 per cent.;

the “**Conversion Price**” per Share is initially equal to the Share Reference Price multiplied by the sum of (i) one and (ii) the Conversion Premium expressed as a decimal (rounded to four decimal places, with 0.00005 being rounded upwards). The Conversion Price will be adjusted from time to time in accordance with these Conditions;

“**Conversion Ratio**” means, on any day, the result (rounded to four decimal places, with 0.00005 being rounded upwards) of the division of the Exercise Price by the Conversion Price in effect on such day;

“**Conversion Right**” has the meaning given to it in Condition 6(a)(i);

“**Daily Cash Amount**”, or “**DCA**”, has the meaning given to it in Condition 6(d)(i);

“**Delisting**” has the meaning given to it in Condition 9(b);

“**Disrupted Day**” has the meaning given to it in Condition 8;

“**Dividend Threshold**” has the meaning given to it in Condition 7(a)(iv);

“**Early Closure**” has the meaning given to it in Condition 8;

“**Early Redemption Amount**” means, in respect of each USD 200,000 in principal amount of the Bonds, the higher of (a) USD 200,000; and (b) the fair value per Bond of such principal amount on the Relevant Announcement Date as determined by the Independent Adviser in good faith taking into account, *inter alia*, the Bond Market Price on the Relevant Announcement Date, the Share Price on the Relevant Announcement Date, the settlement amount(s) in respect of any termination of any Issuer Hedge Position(s), the yield to maturity of any senior unsecured bonds of, or guaranteed by, the Issuer with a similar final maturity date to the Bonds and any other market parameter the Independent Adviser deems in good faith to be relevant for the valuation of the Bonds on the Relevant Announcement Date;

“**Early Redemption Date**” means (a) the 30th Exchange Business Day following the Relevant Announcement Date or (b) in respect of an early redemption of the Bonds pursuant to Condition 10(b)(ii)(B), the latest practicable date on which the Issuer could make payment of the full amount then due and payable in respect of the Bonds or, if that date has passed, as soon as practicable thereafter;

“**euro**” and “**EUR**” denote the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended;

“**Euronext**” means Euronext or its successor or any substitute exchange to which trading in option contracts relating to the Shares has temporarily or permanently relocated, as determined by the Calculation Agent;

**“Euronext Derivatives Corporate Actions Policy”** means the standard corporate actions policy of Euronext, in effect from time to time;

**“Euronext Paris”** means Euronext in Paris;

**“Event of Default”** has the meaning given to it in Condition 13;

**“Exchange Business Day”** means any Scheduled Trading Day on which the Relevant Stock Exchange and the Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Relevant Stock Exchange or Related Exchange closing prior to its Scheduled Closing Time;

**“Exchange Disruption”** has the meaning given to it in Condition 8;

**“Exercise Price”** means an amount equal to the Nominal Value converted into euro at the Reference FX Rate (rounded down to the nearest euro);

**“Extraordinary Resolution”** has the meaning given to it in the Agency Agreement;

**“Fair Market Value”** means with respect to any property on any date:

- (i) in the case of a Cash Dividend, the amount of such Cash Dividend;
- (ii) in the case of any cash, the amount of such cash;
- (iii) in the case of Securities, options, warrants or other rights or assets that are publicly traded on a Relevant Stock Exchange of adequate liquidity (as determined by the Calculation Agent or the Independent Adviser), the arithmetic mean of the daily Volume Weighted Average Prices of such Securities, options, warrants or other rights or assets during the period of five Scheduled Trading Days on the Relevant Stock Exchange for such Securities, options, warrants or other rights or assets commencing on such date (or, if later, the first such Scheduled Trading Day on which such Securities, options, warrants or other rights or assets are publicly traded) or such shorter period as such Securities, options, warrants or other rights or assets are publicly traded;
- (iv) in the case of Securities, options, warrants or other rights or assets that are not publicly traded on a Relevant Stock Exchange of adequate liquidity (as determined by the Calculation Agent or the Independent Adviser), the fair market value of such Securities, options, warrants or other rights or assets as determined by the Independent Adviser on the basis of a commonly accepted market valuation method and taking account of such factors as it considers appropriate, including the market price per Share, the dividend yield of a Share, the volatility of such market price, prevailing interest rates and the terms of such Securities, options, warrants or other rights or assets, including as to the expiry date and exercise price (if any) thereof;

Such amounts shall be translated into the Relevant Currency (if expressed in a currency other than the Relevant Currency) at the Prevailing Rate on that date. In addition, the Fair Market Value shall be determined on a gross basis and disregarding any withholding or deduction required to be made for or on account of tax, and disregarding any associated tax credit;

**“Final Maturity Date”** means 16 June 2021;

**“Hedge Position”** has the meaning given to it in Condition 9(b);

**“Hedging Activities”** has the meaning given to it in Condition 9(b);

**“Hedging Counterparty”** has the meaning given to it in Condition 9(b);

**“Independent Adviser”** means any independent financial institution of international repute or adviser with appropriate expertise, including the Calculation Agent acting for this purpose in such Independent Adviser capacity (as may be agreed at the relevant time between the Issuer and the Calculation Agent), appointed from time to time by the Issuer at its own expense;

**“Issue Date”** means 16 June 2016;

**“Issuer Hedge Position”** means any Transaction (as defined in the definition of Hedge Position in Condition 9(b)) or asset which the Issuer deems appropriate to hedge the equity price risk of entering into and performing its obligations with respect to the Bonds;

**“Mandatory Redemption Notice”** has the meaning given to it in Condition 10(b)(ii)(B);

**“Market Disruption Event”** has the meaning given to it in Condition 8;

**“Modified Postponement”** means, in relation to any Initial Averaging Date (as defined in the definition of Share Reference Price below) that is a Disrupted Day, the first succeeding Scheduled Trading Day that is not a Disrupted Day pursuant to Condition 8 and on which another Initial Averaging Date does not or is deemed not to occur (a **“Valid Day”**). If the first succeeding Valid Day has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Initial Averaging Date or Disrupted Day, would have been the final Initial Averaging Date, then (1) that eighth Scheduled Trading Day shall be deemed the Initial Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Initial Averaging Date), and (2) the Independent Adviser shall determine its good faith estimate of the value of the Share(s) at the Valuation Time on such eighth Scheduled Trading Day;

**“Nationalisation”** has the meaning given to it in Condition 9(b);

**“Nominal Value”** means, in respect of each USD 200,000 in principal amount of the Bonds, USD 200,000;

**“Optional Redemption Date”** has the meaning given to it in Condition 10(b);

**“Optional Redemption Notice”** has the meaning given to it in Condition 10(b);

A **“Par Tax Call”** shall be deemed to have occurred if the Issuer gives a Mandatory Redemption Notice specifying an Early Redemption Date which falls not less than 30 days after the date of the Mandatory Redemption Notice;

a **“person”** includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity);

**“Parity Daily Cash Amount”** has the meaning given to it in Condition 6(a)(iii);

**“Prevailing Rate”** means, in respect of a pair of currencies on any day, the spot rate (setting “Mid price”) of exchange between the relevant currencies prevailing as at 5 p.m. (London time) on that date as appearing on or derived from the Relevant Page (using, where the Relevant Page is a Bloomberg page, the time zone “London”, or, if not available, any other fixing rate page (if any) on Bloomberg as determined by the Independent Adviser to be appropriate) or, if such a rate cannot be determined at such time, the rate prevailing as at 5 p.m. (London time) on the immediately succeeding day on which such rate can be so determined or if such rate cannot be so determined, the rate determined in such other manner as the Independent Adviser shall deem in good faith appropriate;

**“Record Date”** has the meaning given to it in Condition 11(a);

**“Reference FX Rate”** means the arithmetic average of the Prevailing Rate in respect of the USD and euro on each Initial Averaging Date, subject to Modified Postponement, commencing on and including 10 June 2016 as determined by the Calculation Agent. If at any time the Relevant Currency is no longer the euro, the Reference FX Rate shall be adjusted by applying the Prevailing Rate between euro and the Relevant Currency on the day the euro ceases to be the Relevant Currency;

**“Related Exchange”** has the meaning given to it in Condition 8;

**“Relevant Announcement Date”** means (i) in respect of an early redemption of the Bonds pursuant to Condition 10(d) the date of announcement of settlement of all relevant option contracts in respect of the Shares traded on the Related Exchange, (ii) in respect of a Nationalisation, the date of the first public announcement to nationalise (whether or not subsequently amended) that leads to the Nationalisation, (iii) in respect of a Change in Law, the date on which the Issuer determines that a Change in Law has occurred or on which the Issuer receives a notice from a Hedging Counterparty that it has determined that a Change in Law has occurred, and (iv) in the case of a Delisting, the date of the first public announcement by the Relevant Stock Exchange that the Shares will cease to be listed, traded or publicly quoted, whichever is earlier;

**“Relevant Currency”** means euro or, if at the relevant time or for the purposes of the relevant calculation or determination, euro is no longer the currency in which the Shares are quoted or dealt in on the Relevant Stock Exchange for the Shares, the currency in which the Shares are quoted or dealt in on such Relevant Stock Exchange at such time;

**“Relevant Date”** means, in respect of any Bond:

- (i) the date on which any payment in respect of it first becomes due; or
- (ii) if any payment is improperly withheld or refused, the date on which payment in full of the amount outstanding is made or (if earlier) the date seven calendar days after that on which notice is duly given by the Issuer to the Bondholders in accordance with Condition 17 that, upon further surrender of the Certificate representing such Bond being made in accordance with the Conditions (if such surrender is required), such payment will be made, provided that such payment is in fact made upon such surrender;

**“Relevant Page”** means the “Bloomberg FX Fixings” (page BFIX) on Bloomberg or, if not available from Bloomberg, such other information service provider (as determined by the Independent Adviser) that at the relevant time displays the relevant information;

**“Relevant Stock Exchange”** means (i) in respect of the Shares, Euronext Paris or its successor or any substitute exchange to which trading in the Shares has temporarily or permanently relocated, as determined by the Calculation Agent, and (ii) in respect of any Security (other than the Shares), or, as the case may be, option, warrant, or other right or asset, the principal stock exchange or securities market on which such Securities, or, as the case may be, options, warrants, or other rights or assets are then listed, admitted to trading or quoted or dealt in;

**“Scheduled Closing Time”** has the meaning given to it in Condition 8;

**“Scheduled Trading Day”** means any day on which the Relevant Stock Exchange and the Related Exchange are both scheduled to be open for trading for their regular trading sessions;

**“Securities”** means any securities including, without limitation, shares in the capital of the Issuer, or options, warrants or other rights to subscribe for or purchase or acquire shares in the capital of the Issuer;

**“Settlement Cycle”** has the meaning given to it in Condition 7(h);

“**Settlement Date**” means, in respect of a Conversion Date, the third business day following the last Averaging Date relating to such Conversion Date;

“**Shares**” means initially fully paid ordinary shares in the capital of the Issuer (the “**Original Underlying Shares**”) with, on the Issue Date, a par value of EUR 1.00 each (ISIN: FR0013176526, Bloomberg ticker: FR FP Equity, Reuters VLOF.PA) subject to adjustment pursuant to Condition 7;

“**Share Price**” means in relation to:

- (i) a determination of a daily Share Price in respect of a Scheduled Trading Day, the volume weighted average price per Share on the Relevant Stock Exchange on such Scheduled Trading Day, as displayed for that day on the appropriate Bloomberg screen (or any successor thereof) under the index “FR FP Equity AQR” on the Bloomberg Information system after (A) having selected Condition Codes: “5) Normal Trade” of the Menu “99”/“5) Edit Custom Condition Codes” and (B) having selected the relevant Scheduled Trading Day, the relevant opening (09:00) and closing (17:30) hours local time of the Relevant Stock Exchange; or
- (ii) a determination of a Daily Cash Amount in respect of a Scheduled Trading Day, the volume weighted average price per Share on the Relevant Stock Exchange on such Scheduled Trading Day, as displayed for that day on the appropriate Bloomberg screen (or any successor thereof) under the index “FR FP Equity AQR” on the Bloomberg Information system after (A) having selected Condition Codes: “5) Normal Trade” + 7) Close Auction “CA” + 9) Open Auction “OA” of the Menu “99”/“5) Edit Custom Condition Codes” and (B) having selected the relevant Scheduled Trading Day, the relevant opening (09:00) and closing (17:40) hours local time of the Relevant Stock Exchange; or
- (iii) any other case or determination, the Volume-Weighted Average Price of a Share on the relevant Scheduled Trading Day;

“**Share Reference Price**” means the simple arithmetic average (rounded to four decimal places, with 0.00005 being rounded upwards) of the daily Share Price on each of the 10 consecutive Scheduled Trading Days (each an “**Initial Averaging Date**”), subject to Modified Postponement, commencing on and including 10 June 2016, as determined by the Calculation Agent and notified by or on behalf of the Issuer to the Bondholders as soon as practicable (and in any event within five Paris business days) following such determination (such notice shall be given in accordance with Condition 17 and shall specify the Share Reference Price, the resulting Conversion Price, the Reference FX Rate, the Exercise Price and the initial Conversion Ratio based on that Conversion Price);

“**Shareholders**” means the holders of Shares;

“**Trading Disruption**” has the meaning given to it in Condition 8;

“**USD**” means the United States dollar or any other legal currency of the United States of America;

“**Valuation Time**” has the meaning given to it in Condition 8; and

“**Volume Weighted Average Price**” means, in respect of a Share, Security, option, warrant or other right or asset, on any Scheduled Trading Day, the volume-weighted average price of a Share, Security, option, warrant or other right or asset on the Relevant Stock Exchange as published by or derived (in the case of an Original Underlying Share in respect of which the Relevant Stock Exchange is Euronext Paris) from the Bloomberg Page FR FP Equity HP (setting “Weighted Average Line” or any successor setting), as determined by the Calculation Agent, or (in the case of a Security (other than an Original Underlying Share in respect of which the Relevant Stock Exchange is Euronext Paris), options, warrants or other rights or assets) from the equivalent Bloomberg page (as determined by the Calculation Agent) for such Securities, options, warrants or other rights or assets in respect of the Relevant Stock Exchange in respect thereof, if any or, in case there is no

such Bloomberg page, such other source (if any) as shall be determined in good faith to be appropriate by the Independent Adviser on such Scheduled Trading Day, provided that if on any such Scheduled Trading Day (the “**Affected Scheduled Trading Day**”) such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of a Share, Security, option, warrant or other right or asset, in respect of such Scheduled Trading Day shall be the Volume Weighted Average Price, determined as provided above, on the immediately succeeding Scheduled Trading Day on which the same can be so determined, and further provided that if the Volume Weighted Average Price cannot be so determined on each of the five Scheduled Trading Days immediately succeeding the Affected Scheduled Trading Day, the Independent Adviser shall determine the Volume Weighted Average Price in good faith.

References to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment.

Any determination by the Calculation Agent or the Independent Adviser appointed by the Issuer in any of the circumstances contemplated in these Conditions shall (save in the case of a manifest error) be final and binding on the Issuer and the Bondholders.

## 5 Interest

The Bonds do not bear interest.

## 6 Conversion of Bonds

### (a) *Conversion Period and Conversion Price*

- (i) The Issuer grants to each Bondholder the right (the “**Conversion Right**”) exercisable at any time during any Conversion Period to require the Bond(s) held by it to be redeemed in accordance with the provisions of Condition 6(b).
- (ii) Conversion Period

“**Conversion Period**” means each of:

- (A) the period from (and including) 16 February 2021 to (and including) the Scheduled Trading Day immediately preceding the 33rd Scheduled Trading Day before the Final Maturity Date (subject to (x) any earlier expiry of the Conversion Period in any of the circumstances described in (B) below with respect to Bonds to be redeemed and (y) the redemption of the Bonds in accordance with Condition 9(a) or 10(d), in which case the Conversion Period shall expire on the Relevant Announcement Date); and
- (B) any of the following periods occurring from (and including) 26 July 2016 to (but excluding) 16 February 2021:
  - (I) if the Issuer declares the Bonds due for early redemption pursuant to Condition 10(b)(i) or 10(b)(ii)(A) or in the case of a Par Tax Call pursuant to Condition 10(b)(ii)(B) then, in respect of Bonds to be redeemed pursuant to Condition 10(b)(i), the period from and including the date on which the Optional Redemption Notice is published up to and including the eighth Scheduled Trading Day preceding the Optional Redemption Date, or in respect of Bonds to be redeemed pursuant to Condition 10(b)(ii)(A), the period from and including the date on which the Additional Amounts Tax Redemption Notice is published up to and including the eighth Scheduled Trading Day preceding the Additional

Amounts Tax Redemption Date or, in respect of a Par Tax Call pursuant to Condition 10(b)(ii)(B), the period from and including the date on which the Mandatory Redemption Notice is published up to and including the eighth Scheduled Trading Day preceding the Early Redemption Date;

- (II) if the Issuer makes a distribution to Shareholders of cash, assets, securities or other property where the Fair Market Value (as at the date on which such distribution was first publicly announced by the Issuer) of such distribution per Share is greater than 20 per cent. of the arithmetic mean of the Share Price on each Scheduled Trading Day in the 30 Scheduled Trading Day period ending on (and including) the Scheduled Trading Day immediately preceding the date on which such distribution was first publicly announced by the Issuer, the period from and including the date of first public announcement of such distribution to but excluding the Ex-Date in respect of such distribution;
- (III) if any Event of Default occurs and is continuing, the period from and including the date on which such Event of Default occurs to but excluding the date (if any) on which the relevant Event of Default ceases to be continuing;
- (IV) if a Change of Control occurs, the Change of Control Period; and
- (V) if a Parity Event occurs, the period of 10 consecutive Scheduled Trading Days commencing on and including the first Scheduled Trading Day following the last day of the relevant Reference Period; *provided that* if for any Reference Period no Bond Market Price is available from the relevant Bloomberg page or such other source referred to in the definition of Bond Market Price (a “**Bond Price Unavailability Period**”) for 6 or more of the 10 consecutive Scheduled Trading Days in that Reference Period, then the Independent Adviser shall, not later than the 2<sup>nd</sup> Scheduled Trading Day following the Bond Price Determination Date, determine in good faith the fair market value per USD 200,000 in principal amount of the Bonds as at the Bond Price Determination Date and, if such fair market value as aforesaid is less than the Adjusted Parity Value on such Bond Price Determination Date (an “**IA Parity Event**”), the Issuer shall, no later than the 3<sup>rd</sup> Scheduled Trading Day following the Bond Price Determination Date, notify Bondholders thereof in accordance with Condition 17, and Bondholders shall be entitled to exercise Conversion Rights during the period commencing on the date on which such notice is given by the Issuer to Bondholders and ending on the tenth Scheduled Trading Day following such notice being given.

(iii) In these Conditions:

“**Adjusted Parity Value**” means, in respect of any Scheduled Trading Day or Bond Price Determination Date, 97 per cent. of the Parity Daily Cash Amount per USD 200,000 in principal amount of the Bonds, where “**Parity Daily Cash Amount**” or “**PDCA**” means an amount in USD calculated by the Calculation Agent for each Scheduled Trading Day of the Reference Period or Bond Price Determination Date, in accordance with the following formula:

$$PDCA = NV + (CR_n \times P_n - EP) \times PR$$

where:

NV = the Nominal Value;

EP	=	the Exercise Price;
P <sub>n</sub>	=	the Share Price on such Scheduled Trading Day;
CR <sub>n</sub>	=	the Conversion Ratio prevailing on such Scheduled Trading Day; and
PR	=	the Prevailing Rate between euro and USD on such Scheduled Trading Day.

“**Bond Price Determination Date**” means the fifth Scheduled Trading Day following the end of any Bond Price Unavailability Period;

A “**Parity Event**” shall occur in relation to each Reference Period during which on each Scheduled Trading Day of such Reference Period on which Bond Market Prices are available from the relevant Bloomberg page or such other source referred to in the definition of Bond Market Price, the Bond Market Price per USD 200,000 in principal amount of the Bonds on such Scheduled Trading Day, as determined by the Calculation Agent, is less than the Adjusted Parity Value in effect on such Scheduled Trading Day, provided that the Bond Market Price is available from the relevant Bloomberg page or such other source referred to in the definition of Bond Market Price on at least 5 Scheduled Trading Days during such Reference Period; and

“**Reference Period**” means, in respect of any Notification Date, the period of 10 consecutive Scheduled Trading Days immediately following such Notification Date.

- (iv) Neither the Issuer nor the Calculation Agent will be required to monitor the Bond Market Price or perform any related calculations to verify whether a Parity Event or IA Parity Event has occurred unless a Bondholder provides the Issuer in writing (and the date on which such written notification is made to the Issuer shall be the “**Notification Date**”) with reasonable supporting evidence that either (i) no Bond Market Price was available from the relevant Bloomberg page or such other source referred to in the definition of Bond Market Price, or (ii) the Bond Market Price was less than the Adjusted Parity Value, in each case in respect of each Scheduled Trading Day over a period of 5 consecutive Scheduled Trading Days (ending no earlier than the 10th Scheduled Trading Day before the Notification Date). In any such case, the Calculation Agent shall verify, as provided above, whether a Parity Event or IA Parity Event has occurred in respect of the applicable Reference Period in respect of such Notification Date, and, if a Parity Event or IA Parity Event has occurred, the Issuer will give notice to the Bondholders of the occurrence thereof (i) in the case of a Parity Event on the first Scheduled Trading Day immediately following the end of such Reference Period in accordance with Condition 17 or, if that date has passed, as soon as practicable thereafter and (ii) in the case of an IA Parity Event, as provided in paragraph (ii)(B)(V) above.
- (v) Conversion Rights may not be exercised in respect of a Bond in respect of which the relevant Bondholder (a) has given notice to the Principal Paying, Transfer and Conversion Agent that such Bond is immediately due and repayable pursuant to Condition 13 or (b) has exercised its right to require the Issuer to redeem that Bond pursuant to Condition 10(c).

(b) *Procedure for Exercise of Conversion Rights*

Conversion Rights may be exercised by a Bondholder during any Conversion Period by delivering the Certificate representing the relevant Bond to the specified office of any Paying, Transfer and Conversion Agent, during its usual business hours, accompanied by a duly completed and signed notice of conversion (a “**Conversion Notice**”) in the form (for the time being current) obtainable from

any Paying, Transfer and Conversion Agent. The date on which such Conversion Notice and Certificate as delivered as aforesaid are referred to as the “**Conversion Notice Delivery Date**”.

If such delivery is made after the end of normal business hours or on a day which is not a business day in the place of the specified office of the relevant Paying, Transfer and Conversion Agent, the Conversion Notice Delivery Date shall be deemed for all purposes of these Conditions to have been made on the next following such business day.

Conversion Rights shall be exercised subject in each case to any applicable fiscal or other laws or regulations applicable in the jurisdiction in which the specified office of the Paying, Transfer and Conversion Agent to whom the relevant Conversion Notice is delivered is located.

Any determination as to whether a Conversion Notice has been duly completed and properly delivered shall be made by the relevant Paying, Transfer and Conversion Agent and shall, save in the case of manifest error, be conclusive and binding on the Issuer, the Paying, Transfer and Conversion Agents and the relevant Bondholder.

A Conversion Notice, once delivered, shall be irrevocable.

The conversion date in respect of a Bond (the “**Conversion Date**”) shall be:

- (i) in the case of a Conversion Right exercised pursuant to Condition 6(a)(ii)(B), the Paris business day immediately following the Conversion Notice Delivery Date as provided in this Condition 6(b); or
- (ii) in the case of a Conversion Right exercised pursuant to Condition 6(a)(ii)(A), the first of the following dates to occur after the Conversion Notice Delivery Date as provided in this Condition 6(b):
  - (A) the 15th calendar day of a month (or, if such day is not a Paris business day, the immediately following Paris business day);
  - (B) the last Paris business day of a calendar month; and
  - (C) the 33rd Scheduled Trading Day before the Final Maturity Date,

provided that if the Issuer has given notice to Bondholders that it declares the Bonds due and repayable pursuant to Condition 10(b) (provided in the case of Condition 10(b)(ii)(B) that the relevant redemption is a Par Tax Call), the Conversion Date in respect of any exercise of Conversion Rights where the Conversion Notice Delivery Date falls on or after the date of publication of the Optional Redemption Notice, the date of publication of the Additional Amounts Tax Redemption Notice, or the date of publication of the Mandatory Redemption Notice, as the case may be, shall be the Paris business day immediately following such Conversion Notice Delivery Date.

A Bondholder must also pay all, if any, taxes imposed on it and arising by reference to any disposal or deemed disposal of a Bond or interest therein in connection with the exercise of Conversion Rights by it.

- (c) *Redemption of the converted Bond(s) by the Issuer*

Upon the valid exercise of Conversion Rights by a Bondholder, the Issuer will redeem the relevant Bond(s) at the Cash Amount calculated in accordance with Condition 6(d).

- (d) *Cash Amount*

- (i) Upon any valid exercise of Conversion Rights with respect to one or more Bonds, the Issuer shall redeem the Bonds of the converting Bondholder at their Cash Amount on the relevant Settlement Date (and, for the avoidance of doubt, regardless of whether the Settlement Date falls before, on, or after the Final Maturity Date), subject to the provisions of Condition 6(d)(ii). The Issuer will pay the Cash Amount on the relevant Settlement Date by transfer to a USD bank account in accordance with instructions contained in the relevant Conversion Notice.

In these Conditions:

“**Averaging Date**” means each of the 25 consecutive Scheduled Trading Days commencing on the sixth Scheduled Trading Day immediately following the relevant Conversion Date, subject to an adjustment for Disrupted Days pursuant to Condition 8;

“**Cash Amount**” means, in respect of all Averaging Dates relating to the relevant Conversion Date and each USD 200,000 in principal amount of Bonds in respect of which the relevant Bondholder shall have exercised Conversion Rights, the sum (rounded to two decimal places, with USD 0.005 being rounded upwards) of the Daily Cash Amounts, where “**Daily Cash Amount**” or “**DCA**” means an amount in USD calculated by the Calculation Agent for each Averaging Date relating to such Conversion Date in respect of each such USD 200,000 in principal amount of Bonds, in accordance with the following formula:

$$DCA = \frac{1}{N} \times [ NV + (CR_n \times P_n - EP) \times PR ]$$

where:

N	=	25;
NV	=	the Nominal Value;
EP	=	the Exercise Price;
P <sub>n</sub>	=	the Share Price on such Averaging Date; and
CR <sub>n</sub>	=	the Conversion Ratio prevailing on such Averaging Date;
PR	=	the Prevailing Rate between euro and USD on such Averaging Date.

- (ii) If following the valid exercise by a Bondholder of its Conversion Right and prior to the relevant Settlement Date an event occurs as a result of which the Bonds evidenced by the relevant Certificate(s) delivered for conversion would otherwise fall to be redeemed in accordance with Condition 9(a), 10(d) or 10(b)(ii)(B) (other than pursuant to a Par Tax Call) had the Bondholder not exercised its Conversion Right, the Issuer shall redeem the Bonds at the Early Redemption Amount (and not the Cash Amount) on the Early Redemption Date.

(e) *Purchase or Redemption of Shares*

The Issuer or any subsidiary of the Issuer may exercise such rights as it may from time to time enjoy to purchase, hold, redeem or buy back any shares of the Issuer (including the Shares) or any depositary or other receipts or certificates representing the same without the consent of the Bondholders.

(f) *Change of Control*

As soon as practicable (and in any event not later than 14 days) following the occurrence of a Change of Control, the Issuer shall give notice thereof to the Bondholders in accordance with Condition 17 (a “**Change of Control Notice**”). The Change of Control Notice shall contain a statement informing Bondholders of their entitlement to exercise their Conversion Rights as provided in these Conditions

and their entitlement to exercise their rights to require redemption of their Bonds pursuant to Condition 10(c).

The Change of Control Notice shall also specify:

- (i) the date such Change of Control occurred and a summary of the events giving rise to such Change of Control;
- (ii) the closing price of the Shares as derived from the Relevant Stock Exchange as at the latest practicable date prior to the publication of the Change of Control Notice;
- (iii) the last day of the Change of Control Period; and
- (iv) the Change of Control Put Date.

## **7 Adjustment of Conversion Price and the Shares**

(a) The Calculation Agent (or, to the extent specified in these Conditions, the Independent Adviser) will adjust the Conversion Price and/or the Shares as follows:

- (i) If options contracts in respect of the Shares are traded on Euronext and Euronext adjusts such options contracts following or as a result of any corporate actions, the Calculation Agent shall, to the extent required and with effect as of the same date, adjust, as relevant:
  - (I) the Conversion Price of the Bonds, in circumstances where the exercise prices of options contracts in respect of the Shares are adjusted by Euronext; and/or
  - (II) the Shares, in circumstances where any securities or package of securities are being substituted for the Shares as the securities underlying options contracts in respect of the Shares,

to reflect the adjustments effected by Euronext (for the avoidance of doubt the Conversion Price, or, as the case may be, the Shares, shall be adjusted using, but not recalculating, such adjustment ratio or similar or other adjustment as was published by Euronext), provided that:

- (A) in relation to Cash Dividends, the Calculation Agent shall make the adjustments as set out in Condition 7(a)(ii) instead of any corresponding or other adjustments in respect of such Cash Dividends under the applicable Euronext Derivatives Corporate Actions Policy, if any;
- (B) in relation to any Nationalisation, Delisting or (to the extent the Issuer has exercised its right to redeem the Bonds pursuant to Condition 6) Change in Law, the Bonds will be redeemed in accordance with Condition 9 instead of any corresponding or other adjustment in respect of such Nationalisation, Delisting or Change in Law under the Euronext Derivatives Corporate Actions Policy, if any; and
- (C) in relation to any event as a result of which option contracts in respect of the Shares are settled in the circumstances the subject of Condition 10(d), the Bonds will be redeemed subject to and in accordance with such Condition 10(d) and no adjustment (if any) under the applicable Euronext Derivatives Corporate Actions Policy will be made.

Any adjustment made pursuant to this paragraph shall become effective on the same date as any corresponding adjustments made by Euronext (other than an adjustment pursuant to Condition 7(a)(ii), which shall become effective as provided in Condition 7(a)(ii)).

If no options contracts in respect of the Shares are traded on Euronext but are traded on the EUREX Exchange (“**Eurex**”) or any other exchange or quotation system which serves as the principal place of trading for option contracts and futures contracts in respect of the Shares (Eurex, or such other exchange or quotation system as aforesaid, being, only in circumstances where no options contracts in respect of the Shares are traded on Euronext but options contracts are traded on Eurex, or such other exchange or quotation system as aforesaid, the “**Alternative Option Exchange**”), the Calculation Agent shall, to the extent required, adjust the Conversion Price and/or, as the case may be, the Shares to reflect the adjustments effected in respect of any option contracts relating to the Shares by the Alternative Option Exchange, provided that:

- (A) in relation to Cash Dividends, the Calculation Agent shall make the adjustments as set out in Condition 7(a)(ii) instead of any corresponding or other adjustments in respect of such Cash Dividends under the standard corporate actions policy of the Alternative Option Exchange in effect at the relevant time, if any;
- (B) in relation to any Nationalisation, Delisting or (to the extent the Issuer has exercised its right to redeem the Bonds pursuant to Condition 6) Change in Law, the Bonds will be redeemed in accordance with Condition 9 instead of any corresponding or other adjustment in respect of such Nationalisation, Delisting or Change in Law under the standard corporate actions policy of the Alternative Option Exchange in effect at the relevant time, if any; and
- (C) in relation to any event as a result of which option contracts in respect of the Shares are settled in the circumstances the subject of Condition 10(d), the Bonds will be redeemed subject to and in accordance with such Condition 10(d) and no adjustment (if any) under the standard corporate actions policy of the Alternative Option Exchange in effect at the relevant time will be made.

Any adjustment made pursuant to this paragraph shall become effective on the same date as any corresponding adjustments made by the Alternative Option Exchange (other than an adjustment pursuant to Condition 7(a)(ii), which shall become effective as provided in Condition 7(a)(ii)).

If no options contracts in respect of the Shares are traded on Euronext or an Alternative Option Exchange, and any event which would have triggered an adjustment under the Euronext Derivatives Corporate Actions Policy last published occurs, (i) (in the case of an adjustment pursuant to sections 6.1 or 6.2 of the Euronext Derivatives Corporate Actions Policy (and such sections are in effect in the same manner as they were at the Issue Date) and where the Calculation Agent determines in its sole discretion that it is capable of making such determination in its capacity as Calculation Agent) the Calculation Agent, or (ii) (in any other case), the Independent Adviser, will determine which adjustment, if any, should be made to the Conversion Price, and/or, as the case may be, the Shares, with reference to the rules and any precedents (if any) set by Euronext to account for the effect of such event that in the determination of the Calculation Agent, or, as the case may be, the Independent Adviser, would have given rise to an adjustment by Euronext if such options contracts were so traded, provided that:

- (A) in relation to Cash Dividends, the Calculation Agent shall make the adjustments as set out in Condition 7(a)(ii) instead of any corresponding or other adjustments in respect of such Cash Dividends under the applicable Euronext Derivatives Corporate Actions Policy, if any;

- (B) in relation to any Nationalisation, Delisting or (to the extent the Issuer has exercised its right to redeem the Bonds pursuant to Condition 6) Change in Law, the Bonds will be redeemed in accordance with Condition 9 instead of any corresponding or other adjustment in respect of such Nationalisation, Delisting or Change in Law under the Euronext Derivatives Corporate Actions Policy, if any; and
- (C) in relation to any event as a result of which option contracts in respect of the Shares are settled in the circumstances the subject of Condition 10(d), the Bonds will be redeemed subject to and in accordance with such Condition 10(d) and no adjustment (if any) under the applicable Euronext Derivatives Corporate Actions Policy will be made.

Any adjustment made pursuant to this paragraph shall become effective as determined by the Calculation Agent, or, as the case may be, the Independent Adviser, on the date such adjustment would have been effective under the Euronext Derivatives Corporate Actions Policy as aforesaid.

As at the Issue Date, a copy of the Euronext Derivatives Corporate Actions Policy can be found at [https://www.euronext.com/sites/www.euronext.com/files/notice\\_5-02\\_derivatives\\_corporate\\_actions\\_policy\\_en\\_16.12.2015.pdf](https://www.euronext.com/sites/www.euronext.com/files/notice_5-02_derivatives_corporate_actions_policy_en_16.12.2015.pdf). A copy of the Euronext Derivatives Corporate Actions Policy in effect from time to time is also available for inspection by prior appointment during normal business hours at the specified offices for the time being of each of the Paying, Transfer and Conversion Agents.

- (ii) If, on or after the Issue Date and prior to the Final Maturity Date (A) an Ex-Date in respect of any Cash Dividend (a “**Relevant Cash Dividend**”) falls in a Relevant Period or (B) no Ex-Date in respect of a Cash Dividend falls in a Relevant Period, the Calculation Agent shall calculate the adjustment to the Conversion Price in accordance with the following formula (instead of any corresponding or other adjustment under the applicable Euronext Derivatives Corporate Actions Policy):

$$X_n = X_o \times R$$

Where:

- $X_n$  = the adjusted Conversion Price;
- $X_o$  = the Conversion Price on the Relevant Record Date;
- $R$  =  $(S_{prev} - D) / (S_{prev} - T)$ , provided that  $R$  shall never be less than zero;
- $S_{prev}$  = the Closing Price of a Share on the Relevant Record Date;
- $D$  = (in the case of (A) above) the Fair Market Value of the Relevant Cash Dividend paid on a per Share basis on the Relevant Record Date and (in the case of (B) above) zero; and
- $T$  = the applicable Dividend Threshold,

provided that where  $R$  is equal to 1, no adjustment shall be required to be made to the Conversion Price in respect of the Relevant Cash Dividend.

For the avoidance of doubt, if no Ex-Date falls in a Relevant Period or the applicable Fair Market Value on the Relevant Record Date of the Relevant Cash Dividend paid on a per Share basis is less than the applicable Dividend Threshold for such Relevant Period, the Conversion Price will be adjusted upwards. If the applicable Fair Market Value on the Relevant Record

Date of any such Relevant Cash Dividend paid on a per Share basis exceeds the applicable Dividend Threshold, the Conversion Price will be adjusted downwards.

(iii) Any adjustment to the Conversion Price pursuant to Condition 7(a)(ii) shall take effect on the Relevant Adjustment Date.

(iv) Definitions:

“**Cash Dividend**” means (i) any Dividend in cash or (ii) any Dividend payable either in cash or in kind (including but not limited to the issue or delivery of Shares) at the option of Shareholders (including but not limited to pursuant to articles L.232-18 et seq. of the French *Code de Commerce*), and in such case the amount of such Cash Dividend shall be equal to the total cash amount so payable per Share, disregarding the value of the in kind property payable in lieu of such cash amount at the option of the Shareholders as aforesaid;

“**Dividend**” means any ordinary dividend or distribution by the Issuer to its Shareholders, whether payable out of share premium account, profits, retained earnings or any other capital or revenue reserve or account and which does not (or would not) constitute a special dividend for the purposes of the Euronext Derivatives Corporate Actions Policy or the rules of the Alternative Option Exchange (if any);

“**Dividend Threshold**” means, in respect of any Relevant Period, EUR 1.00 per Share (adjusted pro rata for any adjustment to the Conversion Price, including without limitation pursuant to Condition 7(a)(ii)) (and provided that for the calendar year ending on 31 December 2016 the Dividend Threshold shall be zero). Notwithstanding the foregoing, (a) if no Ex-Date has occurred in a Relevant Period, for the purposes of the Relevant Adjustment Date falling on the first Scheduled Trading Day of the following Relevant Period, the Dividend Threshold shall be deemed to be the Dividend Threshold in respect of such Relevant Period in which no Ex-Date occurred, and (b) if more than one Ex-Date occurs in a Relevant Period, the Dividend Threshold of EUR 1.00 per Share (or adjusted level as aforesaid) shall apply to the first such Ex-Date to occur and the Dividend Threshold in respect of any subsequent Ex-Date occurring in such Relevant Period shall be zero;

“**Ex-Date**” means the first Scheduled Trading Day on which the Shares are traded ex- the Relevant Cash Dividend on the Relevant Stock Exchange;

“**Relevant Adjustment Date**” means, where the Issuer pays or makes a Cash Dividend that results in an adjustment to the Conversion Price pursuant to Condition 7(a)(ii), the Ex-Date in respect of the Relevant Cash Dividend or, in case no Ex-Date falls in a Relevant Period, the first Scheduled Trading Day following the end of such Relevant Period;

“**Relevant Period**” means each calendar year; and

“**Relevant Record Date**” means the Scheduled Trading Day which immediately precedes the Relevant Adjustment Date.

(b) Adjustments in accordance with this Condition 7 will become effective as specified in Condition 7(a). Adjustments in accordance with this Condition 7 (including Condition 7(a)(ii)) will not be made, if the effective date for such adjustments is later than, in the case of Bonds in respect of which Conversion Rights have been exercised, the last Averaging Date (where the Cash Amount is to be paid in respect of such exercise) or, in relation to Bonds not converted, the first day after the end of the last Conversion Period pursuant to Condition 6(a)(ii), as the case may be.

- (c) All adjustments to the Conversion Price and the Dividend Threshold will be calculated by the Calculation Agent (or to the extent so specified in the Conditions, the Independent Adviser). Any adjustment to the Conversion Price or any Dividend Threshold determined will, if necessary, be rounded to four decimal places, with 0.00005 being rounded upwards, and any subsequent adjustments shall be made on the basis of such adjusted Conversion Price and/or, as the case may be, Dividend Threshold, so rounded.
- (d) The Issuer will give notice to Bondholders in accordance with Condition 17 of any adjustment to the Conversion Price and/or any Dividend Threshold pursuant to this Condition 7 as soon as reasonably practicable and, in any event, not later than seven Paris business days following any such adjustment.
- (e) If any share price relevant for any calculation of a price or Cash Amount in accordance with this Condition 7 (other than Condition 7(a)(ii)) is subsequently corrected by the Relevant Stock Exchange and the correction is published within less than one Settlement Cycle after the original publication, the Issuer shall notify the Bondholders of the corrected Share Price or Cash Amount and any necessary further adjustment of the terms of the Bonds.
- (f) Adjustments to the Conversion Price calculated by the Calculation Agent or, where applicable, the Independent Adviser and any other determinations made by the Calculation Agent or, where applicable, the Independent Adviser pursuant to these Conditions shall be final and binding (in the absence of manifest error) on the Issuer, the Agents and the Bondholders. The Calculation Agent may, subject to the provisions of the Calculation Agency Agreement, consult, at the expense of the Issuer, on any matter (including but not limited to, any legal matter), with any legal or other professional adviser and it shall be able to rely upon, and it shall not be liable and shall incur no liability as against the Issuer, the Agents or the Bondholders in respect of anything done, or omitted to be done, relating to that matter in good faith in accordance with that adviser's opinion. In making any adjustment or other calculation or determinations pursuant to these Conditions, the Calculation Agent shall act solely upon request from and as exclusive agent of the Issuer, and the Calculation Agent or, as the case may be, any Independent Adviser appointed by the Issuer in accordance with these Conditions, will not thereby assume any obligations towards or relationship of agency or trust with, and shall not be liable and shall incur no liability as against, the Bondholders or to any Hedging Counterparty.
- (g) For the avoidance of doubt, no adjustment will be made to the Conversion Price where Shares or other securities (including rights, warrants and options) are issued, offered, exercised, allotted, purchased, appropriated, modified or granted to, or for the benefit of, employees or former employees (including the personal service company of any such employee or Directors holding or formerly holding executive office) or their spouses or relatives, in each case, of the Issuer or any associated company or its or their Affiliates or to a trustee or trustees to be held for the benefit of any such person, or any other member of the Issuer's group savings plan, in any such case pursuant to any share or option scheme (including for the avoidance of doubt any share capital increase of the Issuer reserved for employees and related schemes or any successor or similar scheme) or pursuant to any dividend reinvestment plan or similar plan or scheme.
- (h) As used in these Conditions:  

“**Affiliate**” means in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “**control**” of any entity or person means ownership of a majority of the voting power of the entity or person; and

“**Settlement Cycle**” means the period of dealing days following a trade in the Shares on the Relevant Stock Exchange in which settlement will customarily occur according to the rules of the Relevant Stock Exchange.

## 8 Disrupted Days

If any Averaging Date is a Disrupted Day, then such Averaging Date shall be postponed to the first succeeding Scheduled Trading Day which is not a Disrupted Day, and on which another Averaging Date does not or is not deemed to occur. If a Market Disruption Event or a Failure to Open continues to exist for a period of more than eight successive Scheduled Trading Days, then (i) the eighth Scheduled Trading Day following the day originally specified as the applicable Averaging Date shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) and (ii) the Independent Adviser shall determine its good faith estimate of the value of the Share(s) at the Valuation Time on that eighth Scheduled Trading Day.

The following definitions shall apply:

“**Disrupted Day**” means any Scheduled Trading Day on which the Relevant Stock Exchange for the Shares or the Related Exchange fails to open for trading during its regular trading session (a “**Failure to Open**”) or on which a Market Disruption Event has occurred, as determined by the Calculation Agent;

“**Early Closure**” means the closure on any Exchange Business Day of the Relevant Stock Exchange or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Relevant Stock Exchange or Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Relevant Stock Exchange or, as the case may be, the Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the system of the Relevant Stock Exchange or, as the case may be, Related Exchange for execution at the Valuation Time on such Exchange Business Day;

“**Exchange Disruption**” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Shares on the Relevant Stock Exchange or (ii) to effect transactions in, or obtain market values for, futures or option contracts relating to the Shares on the Related Exchange;

“**Market Disruption Event**” means each of (i) Trading Disruption, (ii) Exchange Disruption and (iii) Early Closure, but in respect of (i) and (ii) only if the Calculation Agent determines that such event is material at any time during the one hour period that ends at the Valuation Time;

“**Related Exchange**” means Euronext or any Alternative Option Exchange, as the case may be;

“**Scheduled Closing Time**” means, in respect of the Relevant Stock Exchange or the Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Relevant Stock Exchange or, as the case may be, Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours;

“**Trading Disruption**” means any suspension of or limitation imposed on trading by the Relevant Stock Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the Relevant Stock Exchange or, as the case may be, Related Exchange or otherwise (i) relating to the Shares on the Relevant Stock Exchange, or, as the case may be, (ii) in futures or option contracts relating to the Shares on the Related Exchange; and

“**Valuation Time**” means the Scheduled Closing Time in respect of the relevant Scheduled Trading Day.

## 9 Nationalisation, Change in Law and/or Delisting

- (a) (i) If a Nationalisation and/or Delisting occurs, the Issuer shall and (ii) if a Change in Law occurs the Issuer may, by providing notice of the occurrence of such event in accordance with Condition 17 within five Paris business days of the Relevant Announcement Date specifying the Early Redemption Date (or such lesser notice as may be required to comply with the Change in Law) which notice shall be irrevocable, redeem all but not only some of the outstanding Bonds at their Early Redemption Amount on the Early Redemption Date. The Issuer shall give notice of the Early Redemption Amount to Bondholders in accordance with Condition 17 as soon as reasonably practicable after the determination thereof and in any event not later than the date falling 5 Paris business days prior to the Early Redemption Date.

- (b) The following definitions shall apply:

“**Change in Law**” means that, on or after 9 June 2016 (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), or (C) due to the change (for any reason) outside of France in statutory seat, state of incorporation or tax residency of the Issuer, the Issuer determines in good faith or a Hedging Counterparty notifies the Issuer that it has determined that (X) it has become illegal to hold, acquire or dispose of Shares, any Hedge Positions or the Bonds or effect its necessary Hedging Activities, or (Y) it would incur a materially increased cost in performing its obligations under, in the case of the Issuer, the Bonds or a Hedge Position or, in the case of the Hedging Counterparty, any Hedge Positions or in effecting its Hedging Activities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position, and, among others, due to any withholding tax on dividends paid by the Issuer to the Hedging Counterparty under its Hedge Positions), provided that, where the Change in Law relates to the Hedging Counterparty, the Hedging Counterparty notifies the Issuer that it has terminated or will terminate the Hedge Position as a result of the Change in Law;

“**Delisting**” means that, as determined by the Calculation Agent, the Relevant Stock Exchange announces that, pursuant to the rules of such Relevant Stock Exchange, the Shares cease (or will cease) to be listed, traded or publicly quoted on the Relevant Stock Exchange for any reason (other than by reason of a merger, takeover or other special circumstances as contemplated by the Euronext Derivatives Corporate Actions Policy) and are not immediately re-listed, re-traded or re-quoted on a stock exchange or securities market located in any member state of the European Union;

“**Hedging Activities**” means any activities or transactions undertaken in connection with the establishment, maintenance, adjustment or termination of a Hedge Position;

“**Hedging Counterparty**” means a counterparty to a Hedge Position of the Issuer;

“**Hedge Position**” means: (i) with respect to the Issuer, a transaction including a share option transaction (a “**Transaction**”) or asset the Issuer deems appropriate to hedge the equity price risk of entering into and performing its obligations with respect to the Bonds; or (ii) with respect to a Hedging Counterparty, (a) any Transaction or (b) any purchase, sale, entry into or maintenance of one or more (1) positions or contracts in securities, options, futures, derivatives or foreign exchange, (2) stock loan transactions or (3) other instruments or arrangements (howsoever described) by a Hedging Counterparty (or an Affiliate thereof) to hedge, individually or on a portfolio basis, a Transaction; and

“**Nationalisation**” means that, as determined by the Calculation Agent, all the Shares or all or substantially all the assets of the Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

## 10 Redemption and Purchase

### (a) *Final Redemption*

Unless previously purchased and cancelled, redeemed or in respect of which Conversion Rights have been exercised as herein provided, the Bonds will be redeemed at their principal amount on the Final Maturity Date. The Bonds may only be redeemed at the option of the Issuer prior to the Final Maturity Date in accordance with Condition 9, Condition 10(b) or Condition 10(d).

### (b) *Redemption at the Option of the Issuer*

(i) The Issuer may, on giving not less than 45 nor more than 60 days’ notice (an “**Optional Redemption Notice**”) (which notice shall be irrevocable) to the Bondholders in accordance with Condition 17, redeem all but not some only of the Bonds for the time being outstanding on the date (the “**Optional Redemption Date**”) specified in the Optional Redemption Notice at their principal amount if, at any time, the aggregate principal amount of the Bonds outstanding is equal to or less than 15 per cent. of the aggregate principal amount of the Bonds originally issued (for which purpose, any further Bonds issued pursuant to Condition 18 and consolidated and forming a single series with the Bonds shall also be deemed to have been ‘originally issued’).

On the Optional Redemption Date the Issuer shall redeem the Bonds at their principal amount.

### (ii)

(A) If, by reason of any change in French law 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 of principal due in respect of the Bonds, not be able to make such payment without having to pay additional amounts as specified under Condition 12, the Issuer may, at its option, at any time, subject to having given not less than 30 nor more than 45 days’ notice (an “**Additional Amounts Tax Redemption Notice**”) (which notice shall be irrevocable) to the Bondholders in accordance with Condition 17 redeem (subject to the provisions of paragraph (C) below) all but not some only of the Bonds for the time being outstanding on the date (the “**Additional Amounts Tax Redemption Date**”) specified in the Additional Amounts Tax Redemption Notice at their principal amount, provided that the Additional Amounts Tax Redemption Date shall be no earlier than the latest practicable date on which the Issuer could make payment of principal without withholding for French taxes.

On the Additional Amounts Tax Redemption Date the Issuer shall (subject to the next following paragraph) redeem the Bonds at their principal amount.

(B) If the Issuer would on the occasion of the next payment of principal in respect of the Bonds be prevented by French law or by any official application or interpretation of such law from making payment to the Bondholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 12, then the Issuer shall forthwith give notice of such fact (a “**Mandatory Redemption Notice**”) to the Principal Paying, Transfer and Conversion Agent and the Bondholders in

accordance with Condition 17 specifying the Early Redemption Date, and shall thereafter redeem all, but not some only, of the Bonds then outstanding, where not less than 30 days' notice of such redemption is given to Bondholders, at their principal amount and, where a lesser period of notice is given, at their Early Redemption Amount on the Early Redemption Date.

- (C) If the Issuer gives an Additional Amounts Tax Redemption Notice, or not less than 30 days' notice of the redemption of the Bonds pursuant to Condition 10(b)(ii)(B) above, each Bondholder will have the right to elect that its Bonds shall not be redeemed and that the provisions of Condition 12 with respect to the requirement for the Issuer to pay additional amounts shall not apply in respect of any payment to be made on such Bonds which falls due after the relevant Additional Amounts Tax Redemption Date or Early Redemption Date, respectively, whereupon no additional amounts shall be payable in respect thereof pursuant to Condition 12 and payment of all amounts on such Bonds shall be made subject to the deduction or withholding of any French taxation required to be withheld or deducted. To exercise such right, the holder of the relevant Bond must complete, sign and deposit at the specified office of any Agent a duly completed and signed notice of election, in the form for the time being current, obtainable from the specified office of any Agent together with the relevant Bonds on or before the day falling 10 calendar days prior to the Additional Amounts Tax Redemption Date or Early Redemption Date, as the case may be.

(c) *Redemption at the Option of Bondholders Upon a Change of Control*

- (i) If a Change of Control occurs, then the holder of each Bond will have the option upon the giving of a Change of Control Notice to require the Issuer to redeem or, at the option of the Issuer, purchase (or procure the purchase of) such Bond on the Change of Control Put Date at its principal amount.
- (ii) To exercise the option of redemption of a Bond under Condition 10(c)(i), the Bondholder must surrender to the specified office of any Agent, on any business day in the place of the specified office of the relevant Agent falling within the Change of Control Period, the Certificate representing such Bond to be redeemed accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Agent (a "**Change of Control Put Notice**"). The Bondholder shall specify in such Change of Control Put Notice a USD bank account to which payment is to be made under this Condition 10(c). No certificate so surrendered and option so exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer. Payment in respect of any Bond which is validly put in accordance with the foregoing requirements will be made to the USD account so specified in the Change of Control Put Notice on the date (the "**Change of Control Put Date**") falling seven business days after the expiry of the Change of Control Period.

(d) *Settlement of option contracts*

If option contracts in respect of the Shares are traded on the Related Exchange, and any event occurs as a result of which all such relevant option contracts are settled (including in accordance with the Euronext Derivatives Corporate Actions Policy or, in the case of an Alternative Option Exchange, the standard corporate actions policy of the Alternative Option Exchange in effect at the relevant time, for example following the occurrence of a merger or takeover as provided in the Euronext Derivatives Corporate Actions Policy and other than as a result of a Nationalisation or a Delisting) the Issuer shall

give notice to Bondholders in accordance with Condition 17 within five Paris business days of the Relevant Announcement Date (which notice shall be irrevocable) and shall thereafter redeem all but not some only of the outstanding Bonds at their Early Redemption Amount on the Early Redemption Date. The Issuer shall give notice of the Early Redemption Amount to Bondholders in accordance with Condition 17 as soon as reasonably practicable after the determination thereof and in any event not later than the date falling 5 Paris business days prior to the Early Redemption Date.

(e) *Nationalisation, Delisting and/or Change in Law*

Upon the occurrence of a Nationalisation, a Delisting and/or a Change in Law, Condition 9(a) shall apply.

(f) *Purchase*

The Issuer and any of its subsidiaries may at any time purchase Bonds in the open market or otherwise at any price.

(g) *Cancellation*

All Bonds which are redeemed or which are purchased by or on behalf of the Issuer or any of its subsidiaries for cancellation will forthwith be cancelled by the surrender of the Certificates representing such Bonds to the Principal Paying, Transfer and Conversion Agent. Any Bonds so cancelled may not be reissued or resold and the obligations of the Issuer in respect of any such Bonds shall be discharged.

(h) *Multiple Notices*

If more than one notice of redemption is given pursuant to this Condition 10, the first of such notices to be given shall prevail.

## 11 Payments

(a) *Principal*

Payment of principal in respect of the Bonds shall be made (subject to surrender of the relevant Certificates representing the relevant Bonds at the specified office of any of the Paying, Transfer and Conversion Agents) in the manner provided in the following paragraph.

Any payments due to Bondholders in respect of any principal on each Bond shall be paid to the person shown on the Register at the close of business on the fifth business day before the due date for payment thereof (the “**Record Date**”).

Payments of principal will be made (subject as aforesaid) by cheque drawn on a bank and mailed to the holder (or to the first named of joint holders) of such Bond as its address appearing in the Register. Upon application by the holder to the specified office of any Agent before the Record Date such payment may be made by transfer to a USD bank account maintained by the payee.

If the outstanding amount of principal being paid upon surrender of the relevant Certificate is less than the outstanding principal amount of the Bonds represented by such Certificate, the Registrar will annotate the Register with the amount of principal so paid and will (if so requested by the Issuer or a Bondholder) issue a new Certificate with a principal amount equal to the remaining unpaid outstanding principal amount of the Bonds represented thereby.

*The Bonds on issue will be represented by a global Certificate (the “**Global Certificate**”) registered in the name of a common depository for Euroclear Bank S.A./N.V. (“**Euroclear**”) and/or Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”).*

*All payments in respect of Bonds represented by the Global Certificate will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the Clearing System Business Day immediately prior to the date for payment, where “**Clearing System Business Day**” means Monday to Friday inclusive except 25 December and 1 January.*

*For the purposes of this Condition, so long as the Bonds as evidenced by the Global Certificate are held on behalf of Euroclear and/or Clearstream, Luxembourg, the record date in respect of the Bonds shall be the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date.*

(b) *Payments subject to fiscal laws*

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives in the place of payment but without prejudice to the provisions of Condition 12 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the United States Internal Revenue Code 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 to 1474 (inclusive) of the Code, regulations or agreements thereunder, any official interpretations thereof, any successor, substitute or similar legislation or law, any intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof or any law implementing an intergovernmental approach thereto (collectively, “**FATCA**”).

(c) *Payment Initiation*

Where payment is to be made by transfer to a USD account, payment instructions (for value the due date or, if that is not a business day, for value the first following day which is a business day) will be initiated, and, where payment is to be made by cheque, the cheque will be mailed, on the last day on which the Principal Paying, Transfer and Conversion Agent is open for business preceding the due date for payment or, in the case of payments of principal where the relevant Certificate has not been surrendered at the specified office of an Agent, on a day on which the Principal Paying, Transfer and Conversion Agent is open for business and on which the relevant Certificate is surrendered.

(d) *Appointment of Agents*

The Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint additional or other Agents, provided that the Issuer will at all times maintain:

- (i) a Principal Paying, Transfer and Conversion Agent; and
- (ii) a Registrar,

each with a specified office in a principal financial centre in the European Union.

Notice of any change in any Agent or their respective specified offices will promptly be given by the Issuer to the Bondholders in accordance with Condition 17.

The Issuer reserves the right under the Calculation Agency Agreement at any time to vary or terminate the appointment of the Calculation Agent and appoint another Calculation Agent, provided that it will maintain a Calculation Agent which shall be a financial institution of international repute or a financial adviser with appropriate expertise and having a specified office in a principal financial centre in the European Union.

(e) *No Charges*

None of the Paying, Transfer and Conversion Agents shall make or impose on a Bondholder any charge or commission in relation to any payment or conversion in respect of the Bonds.

(f) *Delay in Payment*

Bondholders will not be entitled to any payment for any delay after the due date in receiving the amount due on a Bond if the due date is not a business day, if the Bondholder is late in surrendering or cannot surrender its Certificate (if required to do so) or if a cheque mailed in accordance with Condition 11(a) arrives after the due date for payment.

(g) *Non-Business Days*

If any date for payment in respect of any Bond is not a business day, the holder shall not be entitled to payment until the next following business day nor to any sum in respect of such postponed payment.

(h) *Fractions*

When making payments to Bondholders, if the relevant payment is not of an amount which is a whole multiple of the smallest unit of the relevant currency in which such payment is to be made, such payment will be rounded down to the nearest unit.

## 12 Taxation

- (a) All payments of principal and other revenues by or on behalf of the Issuer in respect of the Bonds 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 within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.
- (b) If French law should require that payments of principal or other revenues in respect of the Bonds be subject to deduction or withholding with respect to any present or future taxes or duties whatsoever, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as shall result in receipt by the Bondholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Bond:
- (i) to a holder of any Bond (or a third party on behalf of a holder) who is subject to such taxes or duties in respect of such Bond (or the Certificate representing such Bond) by reason of his having some connection with the Republic of France other than the mere holding of such Bond (or the Certificate representing such Bond); or
  - (ii) more than 30 calendar days after the Relevant Date, except to the extent that such holder would have been entitled to such additional amount on presenting such Bond (or the Certificate representing it) for payment on the last day of such period of 30 calendar days.

References in these Conditions to any amount payable by or on behalf of the Issuer in respect of the Bonds shall be deemed to include any additional amounts which may be payable under this Condition.

## 13 Events of Default

If any of the following events (each, an “**Event of Default**”) shall have occurred and is continuing, any Bondholder may give notice to the Principal Paying, Transfer and Conversion Agent effective upon receipt by

the Principal Paying, Transfer and Conversion Agent that such Bond is immediately due and repayable at its principal amount:

- (a) **Non-Payment:** the Issuer is in default for more than seven calendar days (in the case of principal or payment of the Cash Amount) for the payment on any Bond (including the payment of any additional amounts in accordance with Condition 12), when the same shall become due and payable; or
- (b) **Breach of Other Obligations:** the Issuer is in default in the performance of, or compliance with, any of its other obligations under the Bonds and such default has not been cured within thirty calendar days after the receipt by the Principal Paying, Transfer and Conversion Agent of the written notice of such default by any Bondholder; or
- (c) **Cross-Default:** any other present or future indebtedness of the Issuer for money borrowed or raised in excess of EUR 35,000,000 (or its equivalent in any other currency), whether individually or in the aggregate, becomes, or becomes capable of being declared, due and payable prior to its stated maturity as a result of a default thereunder, or any such indebtedness is not paid when due or, as the case may be, within any originally applicable grace period therefor or any steps are taken to enforce any security in respect of any such indebtedness or any guarantee or indemnity given by the Issuer for, or in respect of, any such indebtedness of others are not honoured when due and called upon (subject to any originally applicable grace period) unless the Issuer challenges in good faith the default under such indebtedness or the validity of the enforcement of any such guarantee or indemnity before a court of competent jurisdiction, in which case none of the foregoing events will constitute an Event of Default until a final judgement has been rendered by such relevant court; or
- (d) **Disposals:** the Issuer sells or otherwise disposes of all or substantially all of its assets or ceases to carry on the whole or substantially the whole of its business or an order is made or an effective resolution passed for its winding-up, dissolution or liquidation, unless such disposal, winding up, dissolution, liquidation or cessation is made or takes place in connection with a merger, consolidation, reconstruction, amalgamation or other form of combination with or to any other corporation and the liabilities under the Bonds are transferred to and assumed by such other corporation and provided that the long-term credit rating assigned by any of Standard & Poor's Rating Services or Moody's Investors Services, Inc. (or, in each case, any successor rating agency) to such other corporation immediately following such merger, consolidation, reconstruction, amalgamation or other form of combination is not less than the long-term credit rating assigned by such agency to the Issuer immediately prior to such merger, consolidation, reconstruction, amalgamation or other form of combination; or
- (e) **Winding-up:** (A) the Issuer (i) makes any proposal for a general moratorium in relation to its debts or (ii) a corporate protection procedure (*procédure de sauvegarde, procédure de sauvegarde accélérée ou procédure de sauvegarde financière accélérée*) or (B) a judgment is issued for (i) the judicial reorganisation (*redressement judiciaire*) of the Issuer or (ii) the judicial liquidation (*liquidation judiciaire*) of the Issuer or for a transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer in the context of insolvency or bankruptcy proceedings or the Issuer is subject to any other insolvency or bankruptcy proceedings.

As soon as practicable following the occurrence of an Event of Default, the Issuer shall give notice thereof to the Bondholders in accordance with Condition 17 (an "**Event of Default Notice**"). The Event of Default Notice shall contain a statement informing Bondholders of their entitlement to exercise their Conversion Rights as provided in these Conditions.

## 14 Prescription

Claims against the Issuer for payment in respect of the Bonds will become void unless presented within a period of 10 years from the appropriate Relevant Date in respect of such payment.

Claims in respect of any other amounts payable in respect of the Bonds shall be prescribed and become void unless made within 10 years following the due date for payment thereof.

## 15 Replacement of Certificates

If any Certificate is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations or other relevant regulatory authority regulations, at the specified office of the Principal Paying, Transfer and Conversion Agent or such other Paying, Transfer and Conversion Agent as may from time to time be designated by the Issuer for that purpose and notice of whose designation is given to Bondholders, in each case upon payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security, indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Certificate is subsequently presented for payment there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Certificate) and otherwise as the Issuer may reasonably require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

## 16 Meetings of Bondholders, Modifications and Waivers

### (a) *Meetings of Bondholders*

The Agency Agreement contains provisions for convening meetings of Bondholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Agency Agreement) of a modification of any of these Conditions. Such a meeting may be convened by the Issuer or by Bondholders holding not less than 10 per cent. in principal amount of the Bonds for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in principal amount of the Bonds for the time being outstanding, or at any adjourned meeting two or more persons being or representing Bondholders whatever the principal amount of the Bonds held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of maturity or redemption of the Bonds, (ii) to modify the circumstances in which the Issuer or Bondholders are entitled to redeem or purchase the Bonds pursuant to Condition 9 or Condition 10, (iii) to reduce or cancel the principal amount of the Bonds or to reduce the amount payable on redemption or purchase of the Bonds, (iv) to modify the provisions relating to, or cancel, the Conversion Rights, including, but not limited to, any change to the definition of Conversion Price, (v) to vary the currency of payment or denomination of the Bonds, (vi) to change the governing law of the Bonds, the governing law of the Calculation Agency Agreement or the governing law of the Agency Agreement other than as provided under Condition 16(b) or (vii) to modify the provisions concerning the quorum required at any meeting of Bondholders or the majority required to pass the Extraordinary Resolution (any such proposal, a “**Basic Terms Modification**”), in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent. or at any adjourned meeting not less than 25 per cent. in principal amount of the Bonds for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Bondholders (whether or not they were present at the meeting at which such resolution was passed).

### (b) *Modification of the Bonds or the Agency Agreement*

The Agency Agreement provides that the Principal Paying, Transfer and Conversion Agent and the Issuer may agree, without the consent of any Bondholder, to (a) any modification of the Bonds or of the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law or (b) any modification (except a Basic Terms Modification) of the Bonds or the Agency Agreement which is not prejudicial to the interests of the Bondholders.

Any such modification shall be binding on the Bondholders and, unless the Principal Paying, Transfer and Conversion Agent agrees otherwise, shall be notified by the Issuer to the Bondholders as soon as practicable thereafter in accordance with Condition 17.

## 17 Notices

All notices to be given by or on behalf of the Issuer regarding the Bonds will be valid if published through the electronic communication system of Bloomberg. Any such notice shall be deemed to have been given on the date of such publication. Notices to the Bondholders may also be mailed to them at their respective addresses shown in the Register and any such mailed notice shall be deemed to have been given on the fourth weekday (being a day other than a Saturday or Sunday) after the date of mailing.

The Issuer shall send a copy of all notices given by it to Bondholders pursuant to these Conditions to the Calculation Agent at the same time or immediately thereafter.

*So long as the Bonds are represented by a Global Certificate and such Global Certificate is held on behalf of a clearing system, notices to the Bondholders may validly be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders or by delivery of the relevant notice to the holder of the Global Certificate.*

## 18 Further Issues

The Issuer may from time to time without the consent of the Bondholders create and issue further notes, bonds or debentures having the same terms and conditions as the Bonds (so that, for the avoidance of doubt, references in the conditions of such notes to "Issue Date" shall be to the first issue date of the Bonds) and so that the same shall be consolidated and form a single series with the Bonds, and reference in these Conditions to "Bonds" shall be construed accordingly.

## 19 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Bonds under the Contracts (Rights of Third Parties) Act 1999.

## 20 Governing Law and Jurisdiction

- (a) **Governing law:** The Agency Agreement, the Calculation Agency Agreement, the Deed of Covenant, the Bonds and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.
- (b) **Jurisdiction:** The courts of England are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with the Bonds and accordingly any legal action or proceedings arising out of or in connection with the Bonds ("**Proceedings**") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of the courts of England and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are made for the benefit of each of Bondholders

and shall not affect the right of any of them to the extent allowed by law to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

- (c) **Process Agent:** The Issuer hereby appoints Jordans Trust Company Limited of 20-22 Bedford Row, London WC1R 4JS, United Kingdom to accept service of any Proceedings on its behalf and agrees that, in the event of Jordans Trust Company Limited being unable or unwilling for any reason so to act, it will appoint another person as its agent for service of process in England in respect of any Proceedings. Nothing in this Clause shall affect the right to serve process in any other manner permitted by law.

## 21 Transfer of Bonds

- (a) **Transfers**

One or more Bonds may, subject to Condition 21(b), be transferred in whole or in part upon the surrender (at the specified office of any Agent) of the Certificate(s) representing such Bonds to be transferred, together with the form of transfer endorsed on such Certificate(s) (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as such Agent may reasonably require. In the case of a transfer of part only of a holding of Bonds represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Bonds and entries on the Register will be made subject to the detailed regulations concerning transfers of Bonds scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar. A copy of the current regulations will be made available by the Registrar to any Bondholder upon request.

- (b) **Exercise of Options or Partial Redemption**

In the case of an exercise of an Issuer's option in respect of a holding of Bonds represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option. In the case of a partial exercise of an option resulting in Bonds of the same holding having different terms, separate Certificates shall be issued in respect of those Bonds of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Agent. In the case of a transfer of Bonds to a person who is already a holder of Bonds, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

- (c) **Delivery of New Certificates**

Each new Certificate to be issued pursuant to Conditions 21(a) or 21(b) shall be available for delivery within three business days of receipt of the form of transfer or Change of Control Put Notice and surrender of the existing Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Agent to whom delivery or surrender of such form of transfer, Change of Control Put Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer, Change of Control Put Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Agent the costs of such other method of delivery and/or such insurance as it

may specify. In this Condition 21(c), “**business day**” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Agent.

(d) **Transfers Free of Charge**

Transfers of Bonds on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer or any Agent, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the relevant Agent may require).

(e) **Closed Periods**

No Bondholder may require the transfer of a Bond to be registered (i) during the period of 15 days ending on the due date for redemption of that Bond or (ii) after any such Bond has been called for redemption.