



## AMENDED TERMS AND CONDITIONS OF THE NOTES FOLLOWING THE MERGER OF GROUPE STERIA AND SOPRA STERIA GROUP

*The terms and conditions of the Notes will be amended as from 31 December 2014 following the merger of Groupe Steria and Sopra Steria Group which should occur on the same date, subject to the approval of the general meetings of Groupe Steria and Sopra Steria Group.*

The issue of €180,000,000 4.250per cent. Notes due 12 July 2019 (the **Notes**) of Sopra Steria Group (the **Issuer**) has been decided pursuant a decision of the General Manager (*Gérant*) of Groupe Steria dated 9 April 2013. The Issuer entered into a fiscal agency agreement (the **Fiscal Agency Agreement**) dated 12 April 2013 with Société Générale as fiscal agent, principal paying agent and calculation agent. The fiscal agent, paying agent and calculation agent for the time being are referred to in these Conditions as the **Fiscal Agent**, the **Paying Agent** and the **Calculation Agent**, each of which expression shall include the successors from time to time of the relevant persons, in such capacities, under the Fiscal Agency Agreement, and are collectively referred to as the **Agents**. References to **Conditions** are, unless the context otherwise requires, to the numbered paragraphs below.

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

### 1. Form, Denomination and Title

The Notes have been issued on 12 April 2013 (the **Issue Date**) in dematerialised bearer form in the denomination of €100,000. Title to the Notes will be evidenced in accordance with Articles L.211-3 and R. 211-1 of the French *Code monétaire et financier* by book-entries (*inscription en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the Notes.

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

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

### 2. Status and Negative Pledge

#### (a) Status of the Notes

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

#### (b) Negative Pledge

So long as any of the Notes remains outstanding, the Issuer shall not, and shall ensure that no Material Subsidiary will, create or permit to subsist any Security other than Permitted Security upon any of their respective assets, revenues or rights, present or future, to secure any Financial

Indebtedness incurred by the Issuer or any Material Subsidiary unless, at the same time or prior thereto, the Issuer's obligations under the Notes are equally and rateably secured therewith.

For the purposes of these Conditions:

**Facility Agreement** means the credit facility agreement entered into by the Issuer on 31 July 2014, as amended, modified or supplemented from time to time pursuant to any agreement, supplement or letter, or any substitute credit facility agreement.

**Financial Indebtedness** means any indebtedness for or in respect of:

- (a) moneys borrowed and debit balances at banks or other financial institutions;
- (b) any amount raised by acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent);
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds (but not Trade Instruments), notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of Finance Leases;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirement for de-recognition under the Accounting Principles);
- (f) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability (but not, in any case, Trade Instruments) of an entity which is not a member of the Group which liability would fall within some of the other paragraphs of this definition;
- (g) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the Issuer) before the Maturity Date or are otherwise classified as borrowings under the Accounting Principles;
- (h) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than one hundred and eighty (180) days after the date of supply;
- (i) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under the Accounting Principles; and
- (j) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i) above.

**Finance Lease** means any lease or hire purchase contract which would, in accordance with the Accounting Principles (as defined below), be treated as a finance or capital lease.

**Group** means the Issuer and its Subsidiaries taken as a whole.

**Material Subsidiary** means any Subsidiary of the Issuer who has EBITDA representing 5 per cent. or more of the consolidated EBITDA of the Group and as the case may be, any other Subsidiaries

having in a descending order a lower percentage of EBITDA, in order that the aggregate EBITDA of all such Subsidiaries under this definition represent at all times at least 80 per cent. of the consolidated EBITDA of the Group.

**Permitted Security** means:

- (a) any existing Security to the extent that the principal amount secured is not increased;
- (b) any lien arising by operation of law and in the ordinary course of trading, and not as a result of any default or omission by the Issuer or any Material Subsidiary;
- (c) any netting, set-off or pledge arrangement entered into by the Issuer or any Material Subsidiary in the ordinary course of its banking and cash pooling arrangements for the purpose of netting debit and credit balances of the Issuer or any Material Subsidiary;
- (d) any payment or close out netting or set off arrangement pursuant to any hedging transaction entered into the Issuer or any Material Subsidiary for the purpose of:
  - (i) hedging any risk to which any members of the Group is exposed in its ordinary course of trading; or
  - (ii) its interest rate or currency management operations which are carried out in the ordinary course of business and for non-speculative purposes only;

excluding, in each case, any Security under a credit support arrangement in relation to a hedging transaction;

- (e) any Security over or affecting any asset acquired by the Issuer or any Material Subsidiary, if:
  - (i) the Security was not created in contemplation of the acquisition of that asset by the Issuer or the relevant Material Subsidiary;
  - (ii) the principal amount secured has not been increased in contemplation of, or since the acquisition of that asset by the member of the Group ; and
  - (iii) the Security is removed or discharged within one hundred and twenty (120) days of the date of acquisition of such asset;
- (f) any Security over or affecting any asset of any company which becomes a Material Subsidiary, where the Security is created prior to the date on which that company becomes a Material Subsidiary;
- (g) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Issuer or any Material Subsidiary in the ordinary course of trading activities and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Issuer or any Material Subsidiary;
- (h) any Security arising as a consequence of any finance or capital lease;
- (i) any Security granted in respect of indebtedness referred to in paragraph (e) of the definition of Financial Indebtedness; and
- (j) any Security securing indebtedness the principal amount of which (when aggregated with the principal amount of any other indebtedness which has the benefit of Security other than

any permitted under paragraphs (a) to (i) above) does not exceed EUR50,000,000 at any time (or its equivalent in another currency or currencies).

**Security** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**Subsidiary** means, in relation to any person or entity at any time, any other person or entity controlled directly or indirectly by such person or entity within the meaning of Article L.233-3 of the French *Code de commerce*.

**Trade Instruments** means any performance bonds, advance payment bonds or documentary letters of credit issued in respect of the obligations of any member of the Group arising in the ordinary course of trading of that member of the Group.

### 3. **Financial Covenants**

So long as any of the Notes is outstanding, the Issuer shall procure that:

- (a) Leverage as at each Testing Date for the Relevant Period will be lower than 3.0 x; and
  - (b) Interest Cover as at each Testing Date for the Relevant Period will be higher than 5 x,
- (together, the **Financial Covenants**).

The Financial Covenants shall be calculated in accordance with the Accounting Principles applicable to the Issuer taking into account IFRS rules applicable as of the Issue Date and tested by reference to each of the financial statements.

So long as any of the Notes is outstanding, the Issuer shall deliver to the Fiscal Agent within thirty (30) calendar days of the publication of (i) the latest Issuer's annual audited consolidated financial statements and (ii) the latest semi-annual consolidated financial statements, a certificate of an authorised representative of the Issuer (a **Compliance Certificate**) certifying that the Financial Covenants are complied with on the basis of the financial statements for the Relevant Period.

So long as any of the Notes is outstanding and in accordance with Condition 10, the Fiscal Agent shall promptly deliver to the Noteholders: (i) upon receipt of the relevant Compliance Certificate from the Issuer, such Compliance Certificate or (ii) a notice (a **Non-Compliance Notice**), if for any reason whatsoever, the Fiscal Agent did not receive the relevant Compliance Certificate from the Issuer in due time.

For the purposes of these Conditions:

**Accounting Principles** means:

- (a) for any consolidated financial statements, IFRS; and
- (b) for any unconsolidated financial statements, IFRS or generally accepted accounting principles in the jurisdiction of incorporation of the relevant member of the Group.

**Acquisition** means any acquisition implemented by a member of the Group during the term of the Notes.

**Borrowings** means, at any time, the aggregate outstanding principal, capital or nominal amount (and any fixed or minimum premium payable on prepayment or redemption) of any indebtedness of members of the Group for or in respect of:

- (a) moneys borrowed and debit balances at banks or other financial institutions;
- (b) any acceptances under any acceptance credit or bill discount facility (or dematerialised equivalent);
- (c) any note purchase facility or the issue of bonds (but not Trade Instruments), notes, debentures, loan stock or any similar instrument;
- (d) any Finance Lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirements for de-recognition under the Accounting Principles);
- (f) any counter indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument (but not, in any case, Trade Instruments) issued by a bank or financial institution in respect of (i) an underlying liability of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition or (ii) any liabilities of any member of the Group relating to any post retirement benefit scheme;
- (g) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind the entry into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than one hundred and eighty (180) days after the date of supply;
- (h) any amount raised under any other transaction (including any forward sale or purchase agreement, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under the Accounting Principles; and
- (i) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) au-dessus.

**Cash** has the meaning given to the term “*trésorerie*” in the Accounting Principles.

**Cash Equivalent** has the meaning given to the term “*équivalent de trésorerie*” in the Accounting Principles.

**EBIT** means, in respect of any Relevant Period, the consolidated operating profit of the Group before taxation (excluding the results from discontinued operations):

- (a) before deducting any Net Financial Expenses;
- (b) not including any accrued interest owing to any member of the Group;
- (c) before taking into account any Exceptional Items;
- (d) excluding the Group’s share of the profits or losses (after finance costs and tax) of Non-Group Entities;
- (e) before taking into account any unrealised gains or losses on any derivative instrument (other than any derivative instrument which is accounted for on a hedge accounting basis);

- (f) before taking into account any gain or loss arising from an upward or downward revaluation of any other asset at any time after the Issue Date;
- (g) before taking into account any Pension Items;
- (h) excluding the charge to profit represented by the expensing of stock options; and
- (i) before taking into account the amortisation of any intangible assets which are recognised upon the completion of any Acquisition,

in each case, to the extent added, deducted or taken into account, as the case may be, for the purposes of determining operating profits of the Group before taxation.

**EBITDA** means, in relation to any Relevant Period, EBIT for that Relevant Period after adding back any amount attributable to the amortisation, depreciation, provisions or impairment of assets of members of the Group (and taking no account of the reversal of any previous impairment charge made in that Relevant Period).

**Exceptional Items** means any exceptional, one off, non-recurring or extraordinary items.

**Financial Year** means the annual accounting period of the Group ending on or about 31 December in each year.

**IFRS** means international accounting standards within the meaning of IAS Regulation no.1606/2002 to the extent applicable to the relevant financial statements.

**Interest Cover** means the ratio of EBITDA to Net Financial Expenses in respect of any Relevant Period.

**Joint Venture** means any joint venture entity, whether a company, unincorporated firm, association, joint venture or partnership or any other entity.

**Leverage** means, in respect of any Relevant Period, the ratio of Net Financial Indebtedness on the last day of that Relevant Period to EBITDA in respect of that Relevant Period.

**Net Financial Expenses** has the meaning given to it in the consolidated financial statements of the Issuer.

**Non-Group Entity** means any investment or entity (which is not itself a member of the Group (including associates and Joint Ventures)) in which any member of the Group has an ownership interest.

**Pension Items** means any income or charge attributable to a post-employment benefit scheme other than the current service costs.

**Relevant Period** means each period of twelve (12) months ending on or about the Testing Date.

**Testing Date** means 30 June and 31 December in each year. It being specified that the first Testing Date in respect of the Relevant Period will be 30 June 2015 and 31 December 2014.

**Net Financial Indebtedness** means, at any time, the aggregate amount of all obligations of members of the Group for or in respect of Borrowings at that time but:

- (a) excluding any such obligations to any other member of the Group;

- (b) including, in the case of Finance Leases only, their capitalised value; and
- (c) deducting the aggregate amount of Cash and Cash Equivalent held by any member of the Group at that time,

and so that no amount shall be included or excluded more than once.

#### 4. Interest

The Notes bear interest at the rate of 4.250 per cent. per annum, from and including the Issue Date payable annually in arrear on 12 July in each year (each an **Interest Payment Date**), commencing on 12 July 2014. There will be a first long coupon of an amount of €5,309.59 per Note for the period from, and including, the Issue Date to, but excluding, the first Interest Payment Date and the payment of such first long coupon will be made on 12 July 2014.

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

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

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

#### 5. Redemption and Purchase

The Notes may not be redeemed otherwise than in accordance with this Condition 5 and Condition 8.

##### (a) *Final Redemption*

Unless previously redeemed or purchased and cancelled as provided below, the Notes will be redeemed by the Issuer at their principal amount on 12 July 2019 (the **Maturity Date**).

##### (b) *Redemption for Taxation Reasons*

- (i) If, by reason of a change in French law or regulation, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment due in respect of the Notes, not be able to make such payment without having to pay additional amounts as specified in Condition 7 au-dessous, and provided that such obligation cannot be avoided by the Issuer taking reasonable measures available to it, the Issuer may on any Interest

Payment Date, subject to having given not more than sixty (60) nor less than thirty (30) days' prior notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 10, redeem all, but not some only, of the outstanding Notes at their principal amount plus any interest accrued to the date fixed for redemption provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable Interest Payment Date on which the Issuer could make payment of principal and interest without withholding for French taxes.

- (ii) If the Issuer would on the occasion of the next payment in respect of the Notes be prevented by French law from making payment to the Noteholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 7 au-dessous, and provided that this cannot be avoided by the Issuer taking reasonable measures available to it, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than seven (7) days' prior notice to the Noteholders in accordance with Condition 10 redeem all, but not some only, of the Notes then outstanding at their principal amount plus any accrued interest on the latest practicable date on which the Issuer could make payment of the full amount payable in respect of the Notes without withholding for French taxes, or, if such date is past, as soon as practicable thereafter.

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

If at any time while any Note remains outstanding there occurs a Change of Control, each Noteholder will have the option (the **Put Option**) (unless, prior to the giving of the Put Event Notice (as defined below), the Issuer gives notice of its intention to redeem the Notes pursuant to Condition 5(b) or 5(d)) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of that Note on the Optional Redemption Date (as defined below) at an amount equal to 100 per cent. of its principal amount together with (or, where purchased, together with an amount equal to) accrued interest to but excluding the Optional Redemption Date.

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

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

The form of the Put Notice shall be available from the Fiscal Agent. A Put Notice once given shall be irrevocable without the consent of the Issuer.

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

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

A **Change of Control** will occur if any person (or group of persons acting in concert), other than the Majority Shareholders, acquires the direct or indirect control of the Issuer.

For the purpose of this definition,

**control** has the meaning given to the word "*contrôle*" in article L. 233-3 of the French *Code de commerce*.

**Majority Shareholders** means:

- (a) Sopra GMT, any member of the Pasquier Family, any entity controlled by the Pasquier Family, any member of the Odin Family and any entity controlled by the Odin Family; or
- (b) any person other than those referred to in (a) above which is a party to the Shareholders' Agreement; or
- (c) any person which enters into a shareholders' agreement with any of the persons referred to in (a) above in relation to the exercise of its shareholder's rights in the Issuer,

provided that, in the case of (b) and (c) above, any of the persons referred to in (a) above individually or collectively determine the decisions under the relevant shareholders' agreement.

**Sopra GMT** means Sopra GMT, a company incorporated under the laws of France as a *société anonyme*, with its registered office located at ZAE – Les Glaisins, 74940 Annecy-Le-Vieux, registered with the Trade and Companies Registry (*Registre du Commerce et des Sociétés*) of Annecy under number 348 940 263.

**Odin Family** means Société Régence, François Odin, Nicolas Odin, Eric Odin, Lionel Odin, and Gabrièle Odin.

**Pasquier Family** means Pierre Pasquier, Eric Pasquier, Yann Metz Pasquier and Christine Pasquier Commanay.

**Shareholders' Agreement** means any of the shareholders agreement dated 7 December 2009 entered into between, inter alios, Sopra GMT, the Pasquier Family, the Odin Family and the managers of the Group as at the date of the Facility Agreement and the shareholders agreement dated 4 July 2000 entered into between, inter alios, Sopra GMT, the Pasquier Family, the Odin Family and Geninfo.

**Société Régence** means Régence SAS, a *société par actions simplifiée*, with its registered office located at 1060 route du Château, 74350 Cruseilles, France, registered with the Trade and Companies Registry (*Registre du Commerce et des Sociétés*) of Thonon-les-Bains under number 399 041 086.

**Optional Redemption Date** is the 5th business day in Paris following the expiration of the Put Period.

**Put Period** means 45 calendar days following the delivery of the Put Event Notice.

(d) *Make Whole Redemption by the Issuer*

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

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

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

**Early Redemption Margin** means +0.50 per cent. per annum.

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

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

**Principal Amount** means €100,000.

**Reference Benchmark Security** means the French government bond (*Obligation Assimilable du Trésor – OAT*) bearing interest at a rate of 4.25 per cent. *per annum* and maturing on 25 April 2019 with ISIN FR0000189151.

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

**Similar Security** means a reference bond or reference bonds issued by the French Government having an actual or interpolated maturity comparable with the remaining term of the Notes that would be utilised, at the time of selection and in accordance with

customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

(e) *Purchases*

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

(f) *Cancellation*

All Notes which are redeemed pursuant to paragraphs 5(a), 5(b) or 5(c) or purchased for cancellation pursuant to paragraph 5(d) of this Condition will forthwith be cancelled and accordingly may not be reissued or sold.

## 6. **Payments**

(a) *Method of Payment*

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

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

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

(b) *Payments on Business Days*

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

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

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

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

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

**Société Générale**  
32, rue du Champ de Tir – BP 81236  
44312 Nantes Cedex 3  
France

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, Paying Agent or Calculation Agent and/or appoint another Fiscal Agent, Paying Agent or Calculation Agent or additional Paying Agents or approve any change in the office through which any such Agent acts, subject to having given not more than forty-five (45) nor less than thirty (30) calendar days' prior notice to the Noteholders in accordance with Condition 10, provided that there will at all times be (i) a Fiscal Agent and a Paying Agent having a specified office in a European city (ii) a leading investment bank active on the market acting as Calculation Agent and (iii) so long as the Notes are admitted to trading on Euronext Paris, a Paying Agent ensuring the financial service of the Notes in France.

## 7. Taxation

### (a) *Withholding Tax*

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

### (b) *Additional Amounts*

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

- (i) to, or to a third party on behalf of, a Noteholder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of his having some connection with France other than the mere holding of such Note;
- (ii) where such withholding or deduction is required to be made pursuant to any European Council Directive 2003/48/EC or any other European Union Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings or any law implementing or complying with, or introduced in order to conform to, such Directive.

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

## 8. Events of Default

Any Noteholder may, upon written notice to the Issuer (copy to the Fiscal Agent and the Representative of the Masse (as defined in Condition 9)), given before all continuing event of default shall have been cured, cause all, but not some only, of the Notes held by such Noteholder to become immediately due and payable, at their principal amount together with any accrued interest thereon until their actual redemption date if any of the following events (each an **Event of Default**) shall have occurred and be continuing :

- (i) default by the Issuer in the payment of principal or interest (including any Additional Amounts) on any of the Notes, if such default shall not have been cured within 15 calendar days thereafter; or
- (ii) default by the Issuer in the due performance of any provision of the Notes other than as referred in (i) au-dessus (including the requirement to comply with the Financial Covenants), if such default shall not have been cured within 30 calendar days after receipt by the Issuer of written notice of such default; or
- (iii) (a) any other present or future Indebtedness of the Issuer or any of its Material Subsidiaries for borrowed monies in excess of Euro 25,000,000 (or its equivalent in any other currency), whether individually or in the aggregate, becomes, following, where applicable, the expiry of any originally applicable grace period, due and payable prior to its stated maturity as a result of a default thereunder, or (b) any such present or future Indebtedness shall not be paid when due or, as the case may be, within any originally applicable grace period therefor; or
- (iv) the Issuer (a) makes any proposal for a general moratorium in relation to its debt or applies for the appointment of an ad hoc representative (*mandataire ad hoc*), or (b) has applied to enter into a conciliation procedure (*procédure de conciliation*) with its principal creditors, or (c) a resolution is passed or a judgment is issued for the voluntary liquidation (*liquidation amiable*), winding-up, dissolution (*dissolution*), the judicial liquidation (*liquidation judiciaire*) or for a judicial transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer, or (d) to the extent permitted by law, the Issuer is subject to any other insolvency or bankruptcy proceedings under any applicable laws, or (e) the Issuer makes any conveyance, assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors.

**Indebtedness** means (i) any indebtedness for borrowed money in the form of, or represented by, bonds (*obligations*), notes or other securities which are for the time being, are to be, or are capable of being, quoted, admitted to trading, listed or ordinarily dealt in on any stock exchange, multilateral trading facility, over-the-counter market or other securities market, (ii) any commercial paper (including any French *Titre de Créance Négociable*) issued by the Issuer or (iii) any indebtedness for borrowed money having a minimum maturity of one year created under an agreement or any other instrument.

## 9. Representation of the Noteholders

Noteholders will be grouped automatically for the defence of their common interests in a masse (the **Masse**). The Masse will be governed by the provisions of the French *Code de commerce*.

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

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

- (b) **Representative:**

The Representative shall be:

## **Association de représentation de la masse de titulaires de valeurs mobilières**

Centre Jacques Ferronnière  
32 rue du Champ de Tir - B.P. 81236  
44312 Nantes Cedex 3  
France

Noteholders' attention is drawn to the fact that the members of the *Association de représentation de la masse de titulaires de valeurs mobilières* are also employees of Société Générale.

In the event of incompatibility, resignation or revocation of the Representative, such Representative will be replaced by an alternative Representative. The alternative Representative shall have the same powers as the Representative.

In the event of death, incompatibility, resignation or revocation of the alternative Representative, a replacement will be elected by the General Meeting.

The Representative will receive a remuneration of €600 per year for its services. Should the alternative Representative replace the initial Representative, he will receive a remuneration of €600 per year, which will only be due starting from the first day of his acting in such capacity.

In accordance with Article R.228-71 of the French *Code de commerce*, the right of each Noteholder to participate in General Meetings will be evidenced by the entries in the books of the relevant Account Holder of the name of such Noteholder as of 0:00, Paris time, on the third Business Day in Paris preceding the date set for the meeting of the relevant General Meeting.

The place where a General Meeting shall be held will be set out in the notice convening such General Meeting.

### **10. Notices**

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

### **11. Prescription**

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

### **12. Further Issues**

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

notes will, for the defence of their common interests, be grouped in a single Masse having legal personality.

### **13. Governing Law and Jurisdiction**

The Notes are governed by the laws of France.

Any claim against the Issuer in connection with any Notes may be brought before any competent court of the jurisdiction of the *Cour d'Appel de Paris*.