

IMPORTANT NOTICE

Selling restrictions:

The distribution of the Terms and Conditions, the offering or the sale of the Notes may, in some countries, be subject to specific laws and regulations. Persons into whose possession the Terms and Conditions comes should inform themselves about and observe any such restrictions.

No action has been or will be taken by the Issuer or the Sole Bookrunner in any country or jurisdiction that would permit an offering of the Notes to retail investors, or the possession or distribution of any offering material relating to the Notes, in any country or jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and the documents, advertisements or other offering material relating to the Notes may not be distributed in or from, or published in, any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations.

Prohibition of Sales to European Economic Area Retail Investors

The Sole Bookrunner has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area (the **EEA**).

For the purposes of this provision the expression "**retail investor**" means a person who is one (or more) of the following:

- (a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU on markets in financial instruments (as amended, **MiFID II**); or
- (b) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

United States

The Notes have not been and will not be registered under the Securities Act or the securities laws of any State or other jurisdiction of the United States, and may not be offered or sold, directly or indirectly, in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or such state securities laws. The Notes are being offered and sold only outside of the United States in reliance on Regulation S.

Terms used in the preceding paragraph and not otherwise defined in the Terms and Conditions have the meanings given to them by Regulation S.

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

United Kingdom

The Sole Bookrunner has represented and agreed that:

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

Prohibition of Sales to United Kingdom Retail Investors

The Sole Bookrunner has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the United Kingdom.

For the purposes of this provision, the expression "**retail investor**" means a person who is one (or more) of the following:

- (a) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); or
- (b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA.

IMPORTANT – PRIIPs Regulation / PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs**

Regulation) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

IMPORTANT – UK PRIIPs Regulation / PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

MiFID II PRODUCT GOVERNANCE / TARGET MARKET – Solely for the purposes of the manufacturer’s product approval process, the target market assessment in respect of the Notes, taking into account the five categories referred to in item 18 of the Guidelines published by the European Securities and Markets Authority (**ESMA**) on 5 February 2018 has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer’s target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer’s target market assessment) and determining appropriate distribution channels.



Groupe ActionLogement

(incorporated as a *société anonyme* in France)

€99,000,000 1.125 per cent. Notes due 2 July 2029
to be assimilated (*assimilées*) and form a single series with the existing
€500,000,000 1.125 per cent. Notes due 2 July 2029 issued on 2 July 2019

Issue price: 102.85 per cent. of the principal amount of the Notes plus an amount of €396,678.08 corresponding to accrued interest for the period of 130 days from, and including 2 July 2021 to, but excluding, 9 November 2021

ISIN Code: FR0013430535 – Temporary ISIN Code: FR0014006FO1
Common Code: 201996805 – Temporary Common Code: 240672723

Sole Bookrunner
NATIXIS

TERMS AND CONDITIONS OF THE NOTES

The terms and conditions of the Notes (the “**Conditions**”) will be as follows:

The issue of €99,000,000 1.125 per cent. Notes due 2 July 2029 (the “**Notes**”), to be assimilated (*assimilées*) and form a single series with the existing €500,000,000 1.125 per cent. Notes due 2 July 2029 issued on 2 July 2019 (the “**Existing Notes**”) by in’li (the “**Issuer**”) was authorised by the Management Board (*Directoire*) of the Issuer on 27 October 2021. The Notes will be issued on the Issue Date (as defined below) and will be assimilated (*assimilées*) and form a single series with the Existing Notes, as from the date of assimilation which is expected to be on or around 40 days after the Issue Date (the “**Assimilation Date**”) and, from the Assimilation Date, the Noteholders and the holders of Existing Notes will for the defence of their common interests be grouped in a single Masse having legal personality.

The Issuer entered into a supplemental agency agreement dated 5 November 2021 in respect of the Notes (the “**Supplemental Agency Agreement**”) which supplements the agency agreement dated 28 June 2019 entered into in respect of the Existing Notes (the “**Principal Agency Agreement**”) and, together with the Supplemental Agency Agreement, the “**Agency Agreement**”) with Société Générale as fiscal agent, principal paying agent and calculation agent. The fiscal agent, principal paying agent, paying agent and calculation agent for the time being are referred to in these Conditions as the “**Fiscal Agent**”, the “**Principal Paying Agent**” and the “**Paying Agents**” and the “**Calculation Agent**”, respectively. Each of such expressions shall include the successors from time to time of the relevant persons, in such capacities, under the Agency Agreement, and are collectively referred to as the “**Agents**”. Copies of the Agency Agreement are available for inspection during normal business hours at the specified offices of the Paying Agents. References below to “**Conditions**” are, unless the context otherwise requires, to the numbered paragraphs contained in the terms and conditions set forth herein. In these Conditions, “**holder of Notes**”, “**holder of any Note**” or “**Noteholder**” means the person whose name appears in the account of the relevant Account Holder as being entitled to such Notes.

1. FORM, DENOMINATION AND TITLE

The Notes will be issued on 9 November 2021 (the “**Issue Date**”) in dematerialised bearer form (*au porteur*) in the denomination of €100,000 per Note. Title to the Notes will be established and evidenced in accordance with Articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French *Code monétaire et financier* by book-entries (*inscription en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the Notes.

The Notes will, upon issue, be inscribed in the books of Euroclear France (“**Euroclear France**”) which shall credit the accounts of the Account Holders. For the purposes of these Conditions, “**Account Holder**” shall mean any authorised financial intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France and includes Euroclear Bank SA/NV (“**Euroclear**”) and the depositary bank for Clearstream Banking S.A. (“**Clearstream**”).

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. The Issuer may require the identification of the Noteholders in accordance with French laws.

2. STATUS, NEGATIVE PLEDGE AND SECURED DEBT RATIO UNDERTAKING

2.1 Status of the Notes

The obligations of the Issuer in respect of the Notes constitute direct, general, unconditional, unsecured (except as provided in “**Negative Pledge**” below) and unsubordinated obligations of the Issuer and rank and will rank *pari passu* and without any preference among themselves and (subject to such exceptions as from time to time mandatory under French law) equally and rateably with all other present or future direct, general, unsecured and unsubordinated obligations of the Issuer.

2.2 Negative Pledge

So long as any of the Notes remain outstanding (as defined below), the Issuer will not, and will ensure that none of its Principal Subsidiaries will, create or permit to subsist any Security Interest (other than Security Interests arising by operation of law) upon any of their respective Assets to secure any Relevant Indebtedness incurred by the Issuer or any of its Principal Subsidiaries unless, at the same time or prior thereto, the Issuer's obligations under the Notes are equally and rateably secured therewith.

For the purpose of these Conditions:

“**Asset(s)**” includes present and future properties, revenues and rights.

“**outstanding**” means, in relation to the Notes, all the Notes issued other than: (a) those which have been redeemed in accordance with the Conditions, (b) those in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption moneys (including all interest accrued on such Notes to the date for such redemption and any interest payable under Condition 3 after such date) have been duly paid to the relevant Account Holders on behalf of the Noteholders as provided in Condition 5, (c) those which have been purchased and cancelled as provided in Condition 4.8 and (d) those in respect of which claims have become prescribed under Condition 10.

“**Principal Subsidiary**” means, at any time, a Subsidiary of the Issuer for so long as it directly or indirectly owns real estate properties or rights and which has revenues representing 10 per cent. or more of the revenues of the Issuer.

“**Relevant Indebtedness**” means (i) any present or future indebtedness for borrowed money in the form of, or represented by, bonds (*obligations*), notes or other securities which are, or are capable of being, quoted, admitted to trading, listed or ordinarily dealt in any stock exchange, multilateral trading facility, over-the-counter or other securities market and (ii) any guarantee or indemnity of such indebtedness.

“**Security Interest**” means any mortgage, lien, charge, pledge or other security interest which would constitute a *sûreté réelle* or its equivalent under any applicable legislation.

“**Subsidiary**” means, in relation to any company, any other company which is controlled by it within the meaning of Article L.233-3 of the French *Code de commerce*.

2.3 Secured Debt Ratio undertaking

The Issuer undertakes to the Noteholders that, so long as any of the Notes remains outstanding and except with the prior approval of Noteholders pursuant to Condition 8, the Secured Debt Ratio (as defined below) shall not exceed 30% at any time.

For the purposes of this Condition 2.3:

“**Debt Secured by Mortgage**” means the amount of the financial indebtedness secured by mortgage (*emprunts hypothécaires*) of the Issuer as shown in its latest audited financial statements;

“**Property Valuers**” means the or those independent property valuer(s) of the Issuer referred to in its most recent annual management report or (in the event that the Issuer publishes semi-annual financial information) semi-annual management report, or any other recognised independent property valuer of comparable repute, in each case as selected by the Issuer;

“**Real Estate Portfolio Value**” means the fair market value (excluding transfer duties and latent taxes (*hors fiscalité latente et droits de mutation*)) of the real estate assets owned or held directly or indirectly by the Issuer as provided by the Property Valuers and published by the Issuer in its annual management report or, in respect of the financial year 2018, in this Prospectus; and

“**Secured Debt Ratio**” means the Debt Secured by Mortgage divided by the Real Estate Portfolio Value.

3. INTEREST

The Notes will bear interest from, and including, 2 July 2021 (the “**Interest Commencement Date**”) to, but excluding, the Maturity Date (as defined in Condition 4.1), payable annually in arrear on 2 July of each year (each an “**Interest Payment Date**”), commencing on 2 July 2022, at the rate of 1.125 per cent. *per annum* (the “**Rate of Interest**”).

Where interest is to be calculated in respect of a period which is shorter than an Interest Period (as defined below), the day-count fraction used will be the Actual/Actual-ICMA method, being the number of days 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 the Interest Period in which the relevant period falls (including the first such day but excluding the last). The period beginning on the Interest Commencement Date (included) and ending on the first Interest Payment Date (excluded) and each successive period beginning on an Interest Payment Date (or the Interest Commencement Date) (included) and ending on the next succeeding Interest Payment Date (excluded) is called an “**Interest Period**”.

Each Note will cease to bear interest from the date on which it is to be redeemed, unless payment of the full amount due in respect of the Note is improperly withheld or refused on such due date. In such event, such Note shall continue to accrue on the outstanding principal amount of such Notes at the Rate of Interest in accordance with this Condition (both before and after judgment) until whichever is the earlier of (a) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (b) the day after the Fiscal Agent has notified Noteholders in accordance with Condition 9 of receipt of all sums due in respect of all Notes up to that day (except if and to the extent the subsequent payment to the relevant Noteholders is not made in accordance with these Conditions).

Interest payments will be made subject to, and in accordance with, the provisions of Condition 5.

4. REDEMPTION AND PURCHASE

The Notes may not be redeemed otherwise than in accordance with this Condition 4 or Condition 7.

4.1 Final Redemption

Unless previously redeemed or purchased and cancelled as provided below, the Notes will be redeemed at their outstanding principal amount on 2 July 2029 (the “**Maturity Date**”).

4.2 Redemption for Taxation Reasons

- (i) If, by reason of change in French law, or any change in the official application or interpretation of such law, becoming effective after 2 July 2019, the Issuer would on the occasion of the next payment of principal or interest due in respect of the Notes, not be able to make such payment without having to pay additional amounts as specified under Condition 6, the Issuer may, on any date, subject to having given not more than 60 nor less than 30 calendar days’ prior notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 9, redeem all, but, not some only, of the Notes at their outstanding principal amount together with accrued interest (if any) to the date set for redemption, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal and interest without withholding or deduction for French taxes.
- (ii) If the Issuer would on the next payment of principal or interest in respect of the Notes, notwithstanding the undertaking to pay additional amounts contained in Condition 6, be prevented by French law from making payment to the Noteholders of the full amount then due and payable, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than

seven calendar days' prior notice to the Noteholders in accordance with Condition 9, redeem all, but not some only, of the Notes then outstanding at their outstanding principal amount plus any accrued interest to the date set for redemption provided that the due date for redemption shall be a date on which the Issuer could make payment of the full amount of principal and interest payable without withholding or deduction for French taxes or if such date has passed, as soon as practicable thereafter.

4.3 **Make-whole Redemption**

- (i) The Issuer may on giving not less than 15 nor more than 30 calendar days' notice in accordance with Condition 9 to the Noteholders, redeem the Notes, in whole or in part, at any time or from time to time, prior to the date falling 3 months before the Maturity Date (a "**Make-Whole Redemption Date**"). Any such redemption of Notes shall be made on the Make-Whole Redemption Date at their Make-Whole Redemption Amount (as defined below).
- (ii) In the case of a partial redemption of Notes pursuant to this Condition 4.3, the redemption will be effected by reducing the nominal amount of the Notes in proportion to the aggregate nominal amount redeemed and references to the "principal amount" in the definition of the Make-Whole Redemption Amount (as defined below) shall be construed as references to such proportion of the nominal amount that is reduced.
- (iii) So long as the Notes are admitted to trading on any stock exchange and the rules of that stock exchange so require, the Issuer shall, each year in which there has been a partial redemption of the Notes, cause to be published in accordance with the relevant rules of such stock exchange, a notice specifying the aggregate nominal amount of Notes outstanding and, as the case may be, the nominal amount of each Note outstanding.
- (iv) For the purposes of this Condition 4.3:

"**Make-Whole Redemption Amount**" means an amount in Euro determined by the Calculation Agent, equal to the greater of (x) 100% of the principal amount of such Note and (y) the sum of the then present values of the remaining scheduled payments of principal and interest on such Note (excluding any interest accrued on such Note to, but excluding, the relevant Make-Whole Redemption Date) discounted to such Make-Whole Redemption Date on an annual basis at the Make-Whole Redemption Rate plus a Make-Whole Redemption Margin, plus, in each case, any interest accrued on such Note to, but excluding, such Make-Whole Redemption Date.

"**Make-Whole Redemption Margin**" means 0.25 per cent.

"**Make-Whole Redemption Rate**" means, in respect of any redemption of Notes pursuant to Condition 4.3, the average, calculated by the Calculation Agent, of the four (4) quotations obtained by the Calculation Agent from the Reference Banks of the mid-market annual yield to maturity of the Reference Bund on the fourth business day in Paris preceding the relevant Make-Whole Redemption Date at 11:00 a.m. (Central European time (CET)). If the Reference Bund is no longer outstanding, a Similar Security will be chosen by the Calculation Agent in its reasonable judgment, at 11:00 a.m. (Central European time (CET)) on the fourth business day in Paris preceding the relevant Make-Whole Redemption Date, quoted in writing by the Calculation Agent to the Issuer and notified in accordance with Condition 9. The Make-Whole Redemption Rate will be notified by the Issuer in accordance with Condition 9.

"**Reference Bund**" means the 0.25 per cent. German Federal Government Note of the Bundesrepublik Deutschland due February 2029 with ISIN DE0001102465.

"**Reference Bank**" means each of the four banks that may have been selected by the Calculation Agent (excluding the Calculation Agent and any of its affiliates) which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues.

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

4.4 **Squeeze-Out Redemption**

In the event 80 per cent. or more of the initial aggregate amount of the Notes and the Existing Notes in aggregate have been redeemed, to the extent it does not result, in whole or in part, from the exercise of a partial make-whole redemption, or purchased (and subsequently cancelled) by or on behalf of the Issuer, the Issuer may, at its option, but subject to having given not more than 60 nor less than 30 calendar days' notice to the Noteholders (which notice shall be irrevocable) in accordance with Condition 9, redeem all, but not some only, of the outstanding Notes at their principal amount together with any interest accrued to, but excluding, the date set for redemption.

4.5 **Early Redemption of the Notes at the option of the Noteholders following a Change of Control**

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

Promptly upon the Issuer becoming aware that a Put Event has occurred, the Issuer shall give notice (a “**Put Event Notice**”) to the Noteholders in accordance with Condition 9, with a copy to the Fiscal Agent, specifying the nature of the Put Event and the procedure for exercising the Put Option.

To exercise the Put Option, a Noteholder must give notice to its relevant Account Holder, with a copy to the Fiscal Agent in or substantially in the form set out in the Agency Agreement, duly completed and signed on its behalf (the “**Put Notice**”), on any Business Day falling within the period of forty-five (45) 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. Payment in respect of such Notes will be made on the Optional Redemption Date by transfer to the bank account specified in the Put Notice. A Put Notice once given shall be irrevocable. The Issuer shall redeem or, at its option, procure the purchase of the relevant Notes on the Optional Redemption Date unless previously redeemed or purchased. For the avoidance of doubt, the Issuer shall have no responsibility for any breakage costs which the Noteholder may incur as a result of or in connection with such Noteholder's exercise or purported exercise of, or otherwise in connection with, any Put Option (whether as a result of any purchase or redemption arising there from or otherwise). The Issuer shall be responsible for any administrative costs e.g. notices etc. arising as a result of in connection with any Noteholder's exercise or purported exercise of, or otherwise in connection with, any Put Option.

“**Change of Control**” shall be deemed to have occurred if the Existing Shareholder ceases to control directly or indirectly the Issuer within the meaning of Article L.233-3 of the French *Code de commerce*.

“**Existing Shareholder**” means Action Logement Groupe, an *association déclarée* incorporated under the laws of France and having its registered office at 19 quai d'Austerlitz, 75013 Paris, France.

“**Optional Redemption Date**” means the fifth (5th) Business Day after the expiry of the Put Period.

“**Rating Agency**” means S&P Global Ratings Europe Limited or any other rating agency of equivalent standing notified by the Issuer to the Noteholders in accordance with Condition 9.

“**Rating Downgrade**” shall be deemed to have occurred in respect of a Change of Control if (within the Restructuring Period) (A) the rating previously assigned to the Notes or to the Issuer by any Rating Agency solicited by the Issuer is (x) withdrawn or (y) changed from an investment grade rating (BBB- or its equivalent for the time being, or better) to a non-investment grade rating (BB+ or its equivalent for the time being, or worse) or (z) if the rating previously assigned to the Notes or to the Issuer by any Rating Agency solicited by the Issuer was below an investment grade rating (as described above), lowered by at least one full rating notch (for example, from BB+ to BB, or their respective equivalents) and (B) such rating is not within the Restructuring Period subsequently upgraded (in the case of a downgrade) or reinstated (in the case of a withdrawal) either to an investment grade credit rating (in the case of (x) and (y)) or to its earlier credit rating or better (in the case of (z)) by such Rating Agency, provided that the Rating Agency making the reduction in rating announces or publicly confirms or, having been so requested by the Issuer, informs the Issuer and the Fiscal Agent in writing that the lowering was the result, in whole or in part, of the applicable Change of Control.

“**Restructuring Period**” means the period beginning one hundred and twenty (120) calendar days prior to, and ending one hundred and twenty (120) calendar days after, the date of the public announcement by the entity concerned of the completion of the relevant Change of Control, (or such longer period for which the solicited rating of the Issuer is under consideration (such consideration having been announced publicly within the period ending 120 calendar days after the Change of Control) for rating review or, as the case may be, rating by a Rating Agency).

4.6 **Residual Maturity Call Option**

The Issuer may, on giving not less than 15 nor more than 30 calendar days’ irrevocable notice in accordance with Condition 9 to the Noteholders redeem, at any time as from and including the date falling 3 months before the Maturity Date to but excluding the Maturity Date, the Notes, in whole (but not some only), at their outstanding principal amount together with interest accrued to, but excluding, the date fixed for redemption.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

4.7 **Purchases**

The Issuer may at any time purchase Notes together with rights to interest relating thereto in the open market or otherwise at any price. Notes so purchased by or on behalf of the Issuer may be cancelled or held and resold in accordance with applicable regulation.

4.8 **Cancellation**

All Notes which are redeemed (including upon exchange) or purchased by the Issuer for cancellation will be promptly cancelled and accordingly may not be reissued or resold.

5. **PAYMENTS**

5.1 **Method of Payment**

Payments of principal or interest in respect of the Notes will be made in Euros by credit or transfer to a Euro-denominated account (or any other account to which Euros may be credited or transferred). Such payments shall be made for the benefit of the Noteholders to the Account Holders and all such payments so made to the relevant Account Holders shall discharge the liability of the Issuer and any Paying Agents, as the case may be, under the Notes to the extent of the sums so paid.

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

Condition 6. No commission or expenses shall be charged by the Issuer or the Agents to the Noteholders in respect of such payments.

5.2 **Payments on Business Days**

If any due date for payment of principal, interest or any other amount in respect of any Note is not a TARGET business day, then the Noteholder shall not be entitled to payment of the amount due until the next following day which is a TARGET business day and the Noteholder shall not be entitled to any interest or other sums in respect of such postponed payment.

“**TARGET business day**” means a day (other than a Saturday or a Sunday) on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System (TARGET 2) is operating.

5.3 **Fiscal Agent, Paying Agents and Calculation Agent**

The names of the initial Agents and their specified offices are set forth below.

FISCAL AGENT, PRINCIPAL PAYING AGENT AND CALCULATION AGENT

Société Générale
32, rue du Champ de Tir – CS 30812
44308 Nantes Cedex 3
France

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or any Paying Agent and/or appoint other Paying Agents or approve any change in the office through which any such Agent acts, provided that there will at all times be a Paying Agent having a specified office in Paris. Any termination or appointment shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not more than 45 nor less than 30 calendar days' notice thereof shall have been given to the Noteholders by the Issuer in accordance with Condition 9.

6. **TAXATION**

All payments of principal or 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 within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

If any French law should require that any payment of principal or interest in respect of the Notes be subject to withholding or deduction with respect to any present or future taxes, duties, assessments or other governmental charges of whatever nature, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that the Noteholders, after such withholding or deduction, receive the full amount provided in such Notes to be then due and payable; provided, however, that the Issuer shall not be liable to pay any such additional amounts in respect of any Note to, or a third party on behalf of, a holder (or beneficial owner (*ayant droit*)) who is subject to such taxes, duties, assessments or other governmental charges, in respect of such Note (i) by reason of his having some connection with France other than the mere holding of such Note or (ii) if the Notes do not benefit from any exception provided in the *Bulletins Officiels des Finances Publiques-Impôts* (BOI-RPPM-RCM-30-10-20-40-20140211, BOI-IR-DOMIC-10-20-20-60-2015320 and BOI-INT-DG-20-50-20140211 or any successor thereof) where such withholding or deduction is required to be made by reason of that interest being paid to an account held in, or paid or accrued to a person domiciled or established in, a non-cooperative State or territory (*Etat ou territoire non-coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts*.

Any reference in these Conditions to principal and/or interest shall be deemed to include any additional amounts which may be payable under this Condition 6.

7. EVENTS OF DEFAULT

If any of the following events (each an “**Event of Default**”) occurs, any Noteholder may, upon written notice given to the Fiscal Agent (copy to the Issuer) cause all the Notes held by such Noteholder to become due and payable, at their principal amount together with accrued interest thereon, as of the date on which such demand for payment is received by the Fiscal Agent:

- (i) *Non-payment*: the Issuer defaults in any payment when due on any amount on any Note (including any additional amounts as specified in Condition 6), if such default continues for a period of more than 15 calendar days from such due date; or
- (ii) *Breach of other obligations*: the Issuer defaults in the performance of, or compliance with, any other provision of the Conditions, if such default shall not have been cured within 30 calendar days after receipt by the Fiscal Agent of written notice of such default; or
- (iii) *Cross default*: (a) any other present or future indebtedness for borrowed monies or guarantee thereof of the Issuer or any Principal Subsidiary (other than an indebtedness for borrowed monies incurred towards another member of the Issuer’s group) is due and payable prior to its stated maturity as a result of a default thereunder, or (b) any other present or future indebtedness for borrowed monies or guarantee thereof of the Issuer or any Principal Subsidiary is not paid when due or within any original grace period, provided that an Event of Default will only occur under this Condition 7(iii) if at the relevant time the aggregate amount of indebtedness for borrowed monies or guarantee thereof falling within paragraph (a) or (b) above (without double counting) is more than €30,000,000 or its equivalent in any other currency unless such default is challenged in good faith by the Issuer or the relevant Principal Subsidiary, as the case may be, before a competent court, in which case the early redemption of the Notes will be mandatory only if the court has decided in a manner adverse to the Issuer on the merits of the case (*statué au fond*); or
- (iv) *Insolvency*: if the Issuer or any Principal Subsidiary makes any proposal for a general moratorium in relation to its debt; or a judgement is issued for the judicial liquidation (*liquidation judiciaire*) or for the transfer of the whole business (*cession totale de l'entreprise*) of the Issuer or of the relevant Principal Subsidiary; or to the extent permitted by applicable law, the Issuer or any Principal Subsidiary is subject to any other insolvency or bankruptcy proceedings; or the Issuer or any Principal Subsidiary makes any conveyance, assignment or other arrangement for the benefit of, or enters into a composition with, its creditors; or
- (v) the Issuer ceases to carry on all or substantially all of its business or operations or is dissolved except for the purposes of, or in connection with, a merger, consolidation, amalgamation, or any other form of reorganization pursuant to which the surviving entity shall be the transferee of or successor to all or substantially all of the business of the Issuer and assumes all of the obligations of the Issuer with respect to the Notes.

8. REPRESENTATION OF THE NOTEHOLDERS

The Noteholders and the holders of the Existing Notes will be grouped automatically for the defence of their common interest in a single masse (the “**Masse**”). For the purpose of this Condition 8, references to the “Notes” and to the “Noteholders” shall include, where the context so permits, the “Existing Notes” and the “holders of Existing Notes”, as the case may be.

The *Masse* will be governed by the provisions of articles L.228-46 *et seq.* of the French *Code de commerce* applicable to the *Masse*, with the exception, in accordance with article L.213-6-3 of the French *Code monétaire et financier*, of articles L.228-48, L.228-59, L.228-65 I 1°, R.228-63, R.228-67 and R.228-69 subject to the following provisions:

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

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

- (B) **Representative:** the office of the Representative may be conferred on a person of any nationality.

The Representative shall be:

ARM - Association de Représentation des Masses de Titulaires de Valeurs Mobilières
Adresse email : service@asso-masse.com
Adresse Postale : Centre Jacques Ferronnière
32 rue du Champ de Tir
CS 30812
44308 Nantes cedex 3
France

The Issuer shall pay to the Representative an amount equal to €500 *per annum*, due annually on 2 July of each year.

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

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

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

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

Notice of the date, time, place and agenda of any General Meeting will be published as provided under Condition 9 not less than fifteen (15) calendar days prior to the date of such General Meeting on first convocation and not less than five (5) calendar days prior to the date of such General Meeting on second convocation.

Each Noteholder has the right to participate in a General Meeting in person, by proxy, correspondence or, if the *statuts* of the Issuer so specify, videoconference or any other means of telecommunications allowing the identification of the participating Noteholders. Each Note carries the right to one (1) vote.

- (E) **Powers of the General Meeting:** the General Meeting is empowered to deliberate on the dismissal of the Representative and also may act with respect to any other matter that relates to the common rights, actions and benefits which now, or in the future, may accrue with respect to the Notes, including authorising the Representative to act at law as plaintiff or defendant. The General Meeting has no power to decide on (a) the change of the objects or form of the Issuer or (b) the potential partial transfers of assets (*apports partiels d’actif*) of or by the Issuer. However, pursuant to Article L. 213-6-3 IV of the French *Code monétaire et financier*, each holder of Notes issued by the Issuer is a creditor of the

Issuer and as such enjoys all the rights and prerogatives of individual creditors in the circumstances described under (b) above.

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

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

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

Decisions of General Meetings must be published in accordance with the provisions set forth in Condition 9.

- (F) **Written Resolutions:** Pursuant to Article L.228-46-1 of the French *Code de commerce*, the Issuer shall be entitled in lieu of the holding of a General Meeting to seek approval of a resolution from the Noteholders by way of a Written Resolution. Subject to the following sentence a Written Resolution may be contained in one document or in several documents in like form, each signed by or on behalf of one or more of the Noteholders. Pursuant to Articles L.228-46-1 and R.225-97 of the French *Code de commerce* approval of a Written Resolution may also be given by way of electronic communication allowing the identification of Noteholders (the “**Electronic Consent**”).

Notice seeking the approval of a Written Resolution (including by way of Electronic Consent) will be published as provided under Condition not less than 15 calendar days prior to the date fixed for the passing of such Written Resolution (the “**Written Resolution Date**”). Notices seeking the approval of a Written Resolution will contain the conditions of form and time-limits to be complied with by the Noteholders who wish to express their approval or rejection of such proposed Written Resolution. Noteholders expressing their approval or rejection before the Written Resolution Date will undertake not to dispose of their Notes until after the Written Resolution Date.

For the purpose hereof, a “**Written Resolution**” means a resolution in writing signed by the Noteholders of not less than 75 per cent. in nominal amount of the Notes outstanding.

- (G) **Information to Noteholders:** each Noteholder or Representative thereof will have the right, during the 15 calendar-day period preceding the holding of the General Meeting on first convocation or the Written Resolution Date and during the 5 calendar-day period preceding the holding of each General Meeting on second convocation, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be prepared in connection with such resolutions, all of which will be available for inspection by the relevant Noteholders at the registered office of the Issuer, at the specified offices of any of the Paying Agents and at any other place specified in the notice of the General Meeting.
- (H) **Expenses:** the Issuer will pay all reasonable expenses relating to the operation of the Masse, including expenses relating to the calling and holding of General Meetings and seeking of a Written Resolution and, more generally, all administrative expenses resolved upon by the General Meeting or in writing by the Noteholders, it being expressly stipulated that no expenses may be imputed against interest payable under the Notes.

- (I) **Notice of decisions:** decisions of the General Meetings and the Written Resolutions shall be published in accordance with the provisions set out in Condition 9 not more than ninety (90) calendar days from the date thereof.

9. NOTICES

Any notice to the Noteholders will be valid if delivered to the Noteholders through Euroclear France, Euroclear or Clearstream, for so long as the Notes are cleared through such clearing systems and published on the website of the Issuer (www.inli.com); 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). 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.

10. PRESCRIPTION

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

11. FURTHER ISSUES

The Issuer may from time to time without the consent of the Noteholder 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 issue price and 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 may, for the defence of their common interests, be grouped in a single *masse* having legal personality.

12. GOVERNING LAW AND JURISDICTION

The Notes are governed by, and shall be construed in accordance with, French law.

Any dispute arising out of or in connection with the Notes will be submitted to the competent courts within the jurisdiction of the *Cour d'Appel de Nanterre*.