

TERMS AND CONDITIONS OF THE NOTES

The issue of the €108,000,000 Undated Junior Subordinated Floating Rate Notes (the "Notes") by Ecureuil Vie (the "Issuer") has been authorised pursuant to a resolution of the *Directoire* (Executive Board) of the Issuer adopted on 27 November 2006 in accordance with the resolution of the *Conseil de surveillance* (Supervisory Board) of the Issuer adopted on 18 April 2006. The Notes are issued with the benefit of an agency agreement dated 20 December 2006 (the "Agency Agreement") entered into between the Issuer, CACEIS Corporate Trust, as fiscal agent, principal paying agent, agent bank and Paris paying agent. The fiscal agent, principal paying agent, agent bank and the Paris paying agent for the time being are respectively referred to in these Conditions as the "Fiscal Agent", the "Principal Paying Agent", the "Agent Bank" and the "Paying Agent". 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". Holders of the Notes (the "Noteholders") are deemed to have notice of the provisions of the Agency Agreement applicable to them. Certain statements in these Terms and Conditions are summaries of, and are subject to, the detailed provisions of the Agency Agreement, copies of which are available for inspection during usual business hours at the specified offices of the Paying Agent. References below to "Conditions" are, unless the context otherwise requires, to the numbered paragraphs below.

1 Definitions

For the purposes of these Conditions:

Account Holder means any authorised financial intermediary institution entitled to hold accounts, directly or indirectly, on behalf of its customers with Euroclear France, and includes Euroclear Bank S.A./N.V., as operator of the Euroclear System ("Euroclear") and the depository banks for Clearstream Banking, *société anonyme* ("Clearstream").

Applicable Regulations means at any time the solvency margin or capital adequacy regulations applicable to the Issuer then in effect in France and applicable to the Issuer.

Business Day means any day (other than a Saturday or a Sunday) which is a TARGET Settlement Day.

Compulsory Interest Payment Date means each Interest Payment Date prior to which:

- (a) in the absence of a Solvency Event, at any time during a period of one year prior to such Interest Payment Date, or
- (b) upon the occurrence of a Solvency Event and for so long as a Solvency Event is continuing, at any time between the date of the first occurrence of that Solvency Event and the relevant Interest Payment Date,

any of the following events has occurred:

- (i) the Issuer has declared or paid a dividend in any form, or made a payment of any nature, on any class of shares (whether represented by ordinary shares or preference shares);
 - (ii) the Issuer has made a payment on any other Undated Junior Subordinated Obligations unless such payment was a compulsory interest payment under the terms of any such other Undated Junior Subordinated Obligations issued by the Issuer;
-

- (iii) the Issuer has redeemed, repurchased or otherwise acquired any class of its share capital (whether such shares are represented by ordinary shares or preference shares), by any means [(except shares repurchased by the Issuer (a) under any equity derivative hedge structure or transaction, (b) under any hedging of stock options programme or, (c) any other compensation benefit programme);
- (iv) the Issuer has redeemed, repurchased or otherwise acquired any Undated Junior Subordinated Obligations in accordance with their terms.

Dated Junior Subordinated Obligations means any Obligations (including any bonds or notes) which constitute direct, unsecured, dated and junior subordinated obligations of the Issuer and which rank and will at all times rank *pari passu* with any other existing or future dated junior subordinated obligations of the Issuer, but in priority to Undated Junior Subordinated Obligations of the Issuer, but behind *prêts participatifs* granted to, and *titres participatifs* issued by, the Issuer, Ordinary Subordinated Obligations and Unsubordinated Obligations.

End of Solvency Event means that, following a Solvency Event, the solvency margin level applicable to the Issuer, calculated in accordance with the Applicable Regulations, complies with 100 per cent. of the minimum solvency margin level required by the Applicable Regulations.

Future Tier One Regulations means the solvency margin or capital adequacy regulations which may in the future be introduced into France (or if the Issuer becomes domiciled in a jurisdiction other than France, such other jurisdiction) and applicable to the Issuer, which would lay down the requirements to be fulfilled by financial instruments for inclusion in Tier 1 capital or core capital as opposed to Tier 2 capital or secondary capital (whatever the terminology that may be retained).

Issue Date means 20 December 2006.

Net Income means the net income (*Résultat Net*) of the Issuer as calculated in the annual accounts approved by the Issuer's shareholders' general meeting.

Obligations means any payment obligation expressed to be assumed by or imposed on, the Issuer under or arising as a result of any contract, agreement, document, instrument or conduct or relationship or by operation of law.

Ordinary Subordinated Obligations means any Obligations (including any bonds or notes) which constitute direct, unsecured and subordinated obligations of the Issuer and which rank and will at all times rank *pari passu* with any other existing or future ordinary subordinated obligations of the Issuer, but in priority to Undated Junior Subordinated Obligations of, Dated Junior Subordinated Obligations of, *prêts participatifs* granted to, and *titres participatifs* issued by, the Issuer, but behind Unsubordinated Obligations of the Issuer.

Original Principal Amount means the principal value of each Note on the Issue Date (i.e. €50,000), not taking into account any Loss Absorption or Reinstatement (as described in Condition 5 below).

Principal Amount means at any time the principal amount of each Note at any time taking into account any reduction or increase in accordance with the Loss Absorption or Reinstatement provisions (as described in Condition 5 below).

Reference Banks means the principal Euro-zone office of four (4) major banks (but which shall not include the Agent Bank) in the Euro-zone interbank market selected by the Agent Bank after prior consultation with the Issuer.

Regulatory Event means:

- (a) that under Applicable Regulations or an official application or interpretation of those regulations including a decision of a court or tribunal the Notes cease to be eligible for the purposes of calculating the solvency margin of the Issuer;
- (b) the Notes are not, or were but cease to be, eligible for inclusion in the Tier 1 capital or core capital for the purpose of the determination of the solvency margin or capital adequacy ratio of the Issuer under Future Tier One Regulations or an official application or interpretation of those regulations including a decision of a court or tribunal.

Relevant Supervisory Authority means any relevant regulator having jurisdiction over the Issuer, in the event that the Issuer is required by Applicable Regulations to comply with certain applicable minimum solvency margins or capital adequacy levels. The current Relevant Supervisory Authority is the *Autorité de Contrôle des Assurances et des Mutuelles* (ACAM).

Solvency Event means that the solvency margin level applicable to the Issuer has fallen below 100 per cent. of the minimum solvency margin level required by the Applicable Regulations.

TARGET Settlement Day means any day on which the TARGET System is operating.

TARGET System means the Trans-European Automated Real-Time Gross Settlement Express Transfer System.

Undated Junior Subordinated Notes means all and any bonds or notes of the Issuer which constitute direct, unsecured, undated and junior subordinated obligations (*titres subordonnés de dernier rang*) of the Issuer, including bonds or notes which subordination provisions are governed by the provisions of Article L.228-97 of the French Code de commerce and which shall at all times rank *pari passu* among themselves and *pari passu* with any other existing or future Undated Junior Subordinated Obligations, but behind all present and future Dated Junior Subordinated Obligations of, *prêts participatifs* granted to, and *titres participatifs* issued by the Issuer, and to Ordinary Subordinated Obligations and Unsubordinated Obligations of, the Issuer.

Undated Junior Subordinated Obligations means any Undated Junior Subordinated Notes (including the Notes) or other undated junior subordinated Obligations of the Issuer which rank, or are expressed to rank, *pari passu* with the Notes.

Unsubordinated Obligations means any Obligations (including any bonds or notes) which constitute direct and unsubordinated Obligations of the Issuer and which rank and will at all times rank *pari passu* with any other existing or future unsubordinated obligations of the Issuer, but in priority to Undated Junior Subordinated Obligations of, Dated Junior Subordinated Obligations of, *prêts participatifs* granted to, and *titres participatifs* issued by, and Ordinary Subordinated Obligations of the Issuer.

2 Form, Denomination and Title

The Notes are issued in bearer form in the denomination of €50,000 each and will at all times, in compliance with Article L.211-4 of the French Code monétaire et financier, be represented in book-entry form (*inscription en compte*) in the books of the Account Holders. No physical documents of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French Code monétaire et financier) will be issued in respect of the Notes. The Notes will, upon issue, be inscribed in the books of Euroclear France which shall credit the

accounts of the Account Holders. The Notes have been accepted for clearance through Euroclear France under the ISIN Code FR0010406082 and the common code 027940463.

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.

3 Status of the Notes

The Notes are Undated Junior Subordinated Notes issued pursuant to the provisions of Article L.228-97 of the French *Code de commerce*.

The obligations of the Issuer under the Notes in respect of principal, interest and other amounts, constitute direct, unconditional, unsecured and Undated Junior Subordinated Obligations of the Issuer and rank and shall at all times rank *pari passu* among themselves and *pari passu* with any other existing or future Undated Junior Subordinated Obligations, but behind all present and future Dated Junior Subordinated Obligations, *prêts participatifs* granted to, and *titres participatifs* issued by, the Issuer, Ordinary Subordinated Obligations and Unsubordinated Obligations.

The Notes shall rank in priority to any class of share capital (whether represented by ordinary shares or preference shares) or any other equity securities issued by the Issuer.

If any judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) or, following an order of *redressement judiciaire*, the sale of the whole business (*cession totale de l'entreprise*) of the Issuer, or if the Issuer is liquidated for any reason, the rights of payment of the Noteholders in respect of principal, interest and other amounts will be calculated on the basis of the Original Principal Amount of the Notes together with accrued interest and to the extent that all other creditors of the Issuer (including insurance companies and entities referred to in Article R.322-132 of the French *Code des Assurances* reinsured by the Issuer and holders of insurance policies issued by such entities, creditors with respect to Dated Junior Subordinated Obligations, lenders in relation to *prêts participatifs* granted to, and holders of *titres participatifs* issued by, the Issuer, creditors with respect to Ordinary Subordinated Obligations and Unsubordinated Obligations) ranking in priority to the Noteholders have been or will be fully reimbursed.

In the event of incomplete payment of creditors ranking senior to holders of Undated Junior Subordinated Notes (in the context of voluntary or judicial liquidation of the Issuer, bankruptcy proceedings or any other similar proceedings affecting the Issuer) the obligations of the Issuer in connection with the Undated Junior Subordinated Notes and relative interest will be terminated.

Pursuant to Article L.327-2 of the French Code des Assurances, a lien (privilege) over the movable assets of the Issuer is granted for the benefit of the Issuer's policyholders. Noteholders, even if they are policyholders of the Issuer, do not have the benefit of such lien in relation to amounts due under the Notes.

4 Interest

(a) Interest Payment Dates

Each Note will bear interest on its then Principal Amount at an Interest Rate (the "First Period Interest Rate") per annum from (and including) 20 December 2006 (the "Issue Date") to (but excluding) 20 December 2026 (the "First Period"), payable quarterly in arrear on or about 20 March, 20 June, 20 September, 20

December in each year (each an "Interest Payment Date"), commencing on 20 March 2007.

The period from (and including) the Issue Date to but excluding the next succeeding Interest Payment Date and each successive period from and including an Interest Payment Date to but excluding the next succeeding Interest Payment Date is called an "Interest Period".

Thereafter, from (and including 20 December 2026) (the "Second Period"), each Note will bear interest on its then Principal Amount at an Interest Rate (the "Second Period Interest Rate", together with the First Period Interest Rate, the "Interest Rate") per annum payable quarterly in arrear on or about each Interest Payment Date in each year, commencing on or about 20 March 2027.

If any "Interest Payment Date" would otherwise fall on a day which is not a Business Day (as defined below) it shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month in which event it shall be brought forward to the immediately preceding Business Day.

(b) ***Interest Accrual***

Each Note will cease to bear interest from and including the due date for redemption unless payment of the principal in respect of the Note is improperly withheld or refused on such date or unless payment is not received for any other reasons. In such event it shall continue to bear interest at the applicable Interest Rate until whichever is the earlier of (i) 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 (ii) the day after the Fiscal Agent has notified the Noteholders of receipt of all sums due in respect of all the Notes up to that day (except to the extent that there is failure in the subsequent payment to the relevant Noteholder under these Conditions).

(c) ***Interest Rate***

The Interest Rate for each Interest Period will be determined on the basis of the following provisions:

- (i) On each "Interest Determination Date", namely the second Business Day before the commencement of the relevant Interest Period for which the rate will apply, the Agent Bank will obtain the European inter-bank offered rate for three-month deposits in Euro ("EURIBOR"), as calculated by Bridge Information Systems on behalf of the European Banking Federation and the International Foreign Exchange Dealers Association and published on Reuters EURIBOR01 page (pages 248-249) (or such page or service as may replace it for the purposes of displaying European inter-bank offered rates of leading reference banks for deposits in euro) (the "EURIBOR Page"), as at 11.00 a.m. (Brussels time) on the Interest Determination Date in question (the "Reference Rate").

The Interest Rate in respect of the First Period shall be the aggregate of 0.95 per cent. per annum and the Reference Rate which so appears as determined by the Agent Bank.

The Interest Rate in respect of the Second Period shall be the aggregate of 1.95 per cent. per annum and the Reference Rate which so appears as determined by the Agent Bank.

- (ii) If, for any reason, on any Interest Determination Date, no rate is calculated and is published on the EURIBOR Page, the Agent Bank will request any of the Reference Banks to provide it with their respective quotations of the rates offered by such banks at approximately 11.00 a.m. (Brussels time) on such Interest Determination Date, to prime banks in the European inter-bank market for three-month deposits for Euro in an amount that is, in the reasonable opinion of the Agent Bank, representative for a single transaction in the relevant market at the relevant time.

The Interest Rate in respect of the First Period shall be the aggregate of 0.95 per cent. per annum and the arithmetic mean (rounded if necessary to the second decimal place with 0.005 being rounded upwards) of the rates so quoted.

The Interest Rate in respect of the Second Period shall be the aggregate of 1.95 per cent. per annum and the arithmetic mean (rounded if necessary to the second decimal place with 0.005 being rounded upwards) of the rates so quoted.

- (iii) If only two or three rates are so quoted on any Interest Determination Date, the Agent Bank will determine the arithmetic mean (rounded, if necessary, to the nearest second decimal place, with 0.005 being rounded upwards) of the rates so quoted and (a) the Interest Rate in respect of the First Period shall be the aggregate of 0.95 per cent. per annum and such arithmetic mean and (b) the Interest Rate in respect of the Second Period shall be the aggregate of 1.95 per cent. per annum and such arithmetic mean. If fewer than two rates are so quoted on any Interest Determination Date, the Interest Rate in respect of such Interest Payment Date shall be the Interest Rate already in effect on such Interest Determination Date.

(d) ***Determination of Interest Rate and Interest Amount***

The Agent Bank shall, as soon as practicable after 11.00 a.m. (Brussels time) on each Interest Determination Date determine the Interest Rate and calculate the amount of interest (each an "Interest Amount") payable in respect of each Note for the relevant Interest Period.

The Interest Amount shall be calculated by applying the Interest Rate to the Principal Amount of each Note and multiplying such product by the actual number of days in the Interest Period concerned divided by 360 and rounding the resulting figure, if necessary, to the nearest cent (half a cent being rounded upwards).

(e) ***Publication of Interest Rate and Interest Amount***

The Agent Bank shall cause the Interest Rate and the Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified (a) to the Issuer, the Fiscal Agent (if different from the Agent Bank) and each other Paying Agent (if any) not later than 3.00 p.m. (Paris time) on the Interest Determination Date and (b) to the Noteholders in accordance with Condition 11 as soon as possible after their determination but in no event later than the second Business Day thereafter. The Interest Amount and Interest Payment Date so published may subsequently be amended by the Agent Bank (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period.

(f) ***Notifications, etc. to be final***

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition, whether by the Reference Banks (or any of them) or the Agent Bank, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agent Bank, the Fiscal Agent, the Paying Agent and all Noteholders and (in the absence of wilful default, bad faith or manifest error) no liability to the Issuer or the Noteholders shall attach to the Agent Bank in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Condition.

(g) ***Agent Bank***

The Agency Agreement provides that the Issuer may at any time terminate the appointment of the Agent Bank and appoint a substitute Agent Bank provided that so long as any of the Notes remain outstanding there shall at all times be an Agent Bank for the purposes of the Notes having a specified office in a major European city. In the event of the appointed office of any bank being unable or unwilling to continue to act as the Agent Bank or failing duly to determine the Interest Rate and the Interest Amount for any Interest Period, the Issuer shall appoint the European office of another leading bank engaged in the Paris, London or Luxembourg interbank market to act in its place. The Agent Bank may not resign its duties or be removed without a successor having been appointed. The Agent Bank shall act as an independent expert and not as agent for the Issuer or the Noteholders.

(h) ***Compulsory Interest and Optional Interest***

Payment of interest on the Notes on any Interest Payment Date will only be compulsory on each Compulsory Interest Payment Date. On any other Interest Payment Date (an "Optional Interest Payment Date"), the Issuer may, at its option, elect not to pay interest in respect of the Notes accrued to that date with a view in particular to allowing the Issuer to ensure the continuity of its activities without weakening its financial structure. ***Any interest not paid on such dates will be lost and will therefore no longer be due and payable by the Issuer.***

On any Optional Interest Payment Date, following the occurrence of a Solvency Event, interest shall be suspended and shall not accrue during the period commencing on the occurrence of the Solvency Event and ending on the date of the End of Solvency Event and for the avoidance of doubt, the Issuer shall have no obligation to pay interest in respect of such period, subject to the occurrence of a Compulsory Interest Payment Date.

Interest payable on a Compulsory Interest Payment Date or Optional Interest Payment Date will always be calculated on the basis of the then current Principal Amount.

The suspension of payment and accrual of interest in accordance with this Condition 4(h) shall be notified by the Issuer to the Noteholders in accordance with Condition 11 not later than seven (7) Business Days prior to the relevant Interest Payment Date.

5 Loss Absorption and Return to Financial Health

(a) *Loss Absorption*

In the event of the occurrence of a Solvency Event, the *Directoire* (Executive Board) of the Issuer undertakes to convene an extraordinary shareholders' meeting during the 3 months immediately following the occurrence of the Solvency Event to propose to its shareholders a share capital increase or any other measure to remedy such Solvency Event.

If then, the share capital increase or any other proposed measures are not accepted by the extraordinary shareholders' meeting of the Issuer, or if the share capital increase adopted by such extraordinary shareholders' meeting is insufficiently subscribed to remedy the Solvency Event, or the amount of the losses has not been totally set off against the increase of the shareholders' funds (*capitaux propres*) of the Issuer or, in any event, if the Solvency Event remains on the last day of the financial year during which the extraordinary shareholders' meeting was held, following the implementation of the measures adopted by the *Directoire* (Executive Board) of the Issuer or the extraordinary shareholders' meeting (as the case may be and as described above), the *Directoire* (Executive Board) of the Issuer will implement, within 10 days following the last day of the relevant financial year, a reduction of the then Principal Amount of the Notes ("**Loss Absorption**") to off-set its losses and thereafter, to enable it to continue its business. A Loss Absorption will be implemented by a partial or full reduction of the then Principal Amount.

The amount by which the then Principal Amount as aforesaid is reduced to enable the Issuer to continue its business without weakening its financial structure will be the lower of (i) the amount of losses not set off against a share capital increase implemented as provided above and (ii) the amount of the then Principal Amount immediately prior to such reduction.

Any such reduction shall be applied in respect of each Note equally and, in the event the Issuer has outstanding other Undated Junior Subordinated Obligations, such reduction will be applied on a *pro-rata* basis among them.

The Principal Amount of the Notes pursuant to the above provision may be reduced on one or more occasions, as required.

Notwithstanding any other provision, the Principal Amount of each Note shall never be reduced to an amount lower than one cent.

(b) *Reinstatement*

If following a Loss Absorption, a positive Net Income is recorded by the Issuer for at least two consecutive financial years following the End of Solvency Event (a "**Return to Financial Health**"), the Issuer shall increase the then Principal Amount of the Notes up to such maximum amount (either up to the Original Principal Amount or up to any other amount lower than the Original Principal Amount) (a "**Reinstatement**") to the extent that any such Reinstatement does not trigger the occurrence of a Solvency Event.

Such Reinstatement shall be made on one or more occasions in the conditions described above until the then Principal Amount of the Notes has been reinstated to the Original Principal Amount as from the Return to Financial Health (save in the event of occurrence of another Solvency Event).

Any such Reinstatement shall be applied in respect of each Note equally and, in the event the Issuer has outstanding other Undated Junior Subordinated Notes which may also benefit from a reinstatement in accordance with their terms, such Reinstatement will be applied on a *pro-rata* basis with other reinstatements made on such other Undated Junior Subordinated Notes.

However, in any event, whether or not a Return to Financial Health has occurred, the Issuer shall increase the then Principal Amount of the Notes up to the Original Principal Amount of the Notes if any of the events referred to in paragraphs (i) to (iv) of the definition of Compulsory Interest Payment Date occur.

The amount of a Reinstatement may not exceed the amount of the latest Net Income of the Issuer.

(c) **Notifications**

The occurrence of a Solvency Event, End of Solvency Event or Return to Financial Health shall be notified to the Noteholders in accordance with Condition 11 not later than seven (7) Business Days following its occurrence.

Any reduction or increase of the Principal Amount of the Notes shall be notified to the Noteholders in accordance with Condition 11 not later than seven (7) Business Days prior to its occurrence.

6 Redemption and Purchase

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

(a) **No Final Maturity**

The Notes are undated Obligations of the Issuer and have no fixed maturity.

(b) **Redemption for Taxation Reasons**

(1) If at any time, by reason of a change in any French law or regulation, or any change in the official application or interpretation thereof, becoming effective after the Issue Date, 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 in Condition 8, the Issuer may, on any Interest Payment Date, subject to the prior written consent of the Relevant Supervisory Authority (whose consent the Issuer is required to obtain in accordance with applicable legislation), subject to having given not more than 45 nor less than 30 days' prior notice to the Noteholders in accordance with Condition 11 (which notice shall be irrevocable), redeem all, but not some only, of the Notes at their Original Principal Amount, together with all interest accrued to the date fixed for redemption, provided that the due date for redemption shall be no earlier than the latest practicable Interest Payment Date on which the Issuer could make payment of principal or interest without withholding for French taxes.

(2) If the Issuer would on the next payment of principal or interest in respect of the Notes be obliged to pay Additional Amounts as specified under Condition 8 and the Issuer would 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 8, then the Issuer shall forthwith give notice of such fact to the

Fiscal Agent and the Issuer shall, subject to the prior written consent of the Relevant Supervisory Authority (whose consent the Issuer is required to obtain in accordance with applicable legislation), and upon giving not less than seven (7) days' prior notice to the Noteholders in accordance with Condition 11 (which notice shall be irrevocable), redeem all, but not some only, of the Notes at their Original Principal Amount, together with all interest accrued to the date fixed for redemption on the latest practicable date on which the Issuer could make payment of the full amount of principal or interest payable in respect of the Notes or, if such date is past, as soon as practicable thereafter.

- (3) If on the occasion of the next payment due under the Notes, interest payable thereunder is not tax-deductible by the Issuer in France, the Issuer may, subject to the prior written consent of the Relevant Supervisory Authority (whose consent the Issuer is required to obtain in accordance with applicable legislation), redeem all, but not some only, of the outstanding Notes at the Original Principal Amount together with all interest accrued to the date fixed for redemption, on the latest practicable date on which the Issuer could make such payment with interest payable being tax deductible in France or, if such date is past, as soon as practicable thereafter.
- (4) The Issuer shall give the Fiscal Agent notice of any such redemption not less than 30 nor more than 45 days before the date fixed for redemption and the Fiscal Agent shall promptly thereafter publish a notice of redemption in accordance with Condition 11.

(c) ***Redemption for Regulatory Reasons***

The Issuer will have the possibility to redeem (even prior to the First Call Date as defined in Condition 6(d) below) all, but not some only, of the Notes upon the occurrence of a Regulatory Event, subject to having given not more than 45 nor less than 30 days' prior notice to the Noteholders in accordance with Condition 11.

Any early redemption in accordance with the foregoing provisions will be subject to the prior consent of the Relevant Supervisory Authority and will be made at a price equal to the Original Principal Amount of the Notes plus any accrued but unpaid interest thereon to the date fixed for redemption and, as the case may be, any Additional Amount and any other amounts due by the Issuer in respect thereof.

(d) ***Redemption at the Option of the Issuer***

The Issuer may, subject to the prior written consent of the Relevant Supervisory Authority (whose consent the Issuer is required to obtain in accordance with applicable legislation), and subject to having given not more than 45 nor less than 30 days' prior notice to the Noteholders in accordance with Condition 11 (which notice shall be irrevocable), redeem all, but not some only, of the Notes at their then Original Principal Amount, together with all interest accrued to the date fixed for redemption on the Interest Payment Date falling on or about 20 December 2026 (the "First Call Date") or on any Interest Payment Date falling thereafter.

(e) ***Mandatory Redemption***

If any judgement is issued for the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer has been liquidated for any other reason, then the Notes shall become immediately due and payable as described below.

The rights of the Noteholders in the event of the judicial liquidation (*liquidation judiciaire*) of the Issuer will be calculated on the basis of the then Principal Amount of the Notes together with accrued interest (if any) and any other outstanding payments under the Notes.

If the Original Principal Amount has been reduced in the context of one or more Loss Absorption(s), the rights of the Noteholders are calculated on the basis of the Original Principal Amount, to the extent that all other creditors of the Issuer (including holders of Unsubordinated Obligations of the Issuer, holders of Ordinary Subordinated Obligations of the Issuer, lenders in relation to *prêts participatifs* granted to the Issuer and holders of *titres participatifs* issued by the Issuer) have been or will be fully reimbursed, as ascertained by the liquidator.

The rights of the Noteholders in the event of the liquidation of the Issuer for any other reason than judicial liquidation (*liquidation judiciaire*) will be calculated on the basis of the Original Principal Amount of the Notes together with accrued interest and any other outstanding payments under the Notes.

(f) **Notice of Redemption**

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

Such notice of redemption must be given to the Noteholders in accordance with Condition 11.

(g) **Purchase**

The Issuer or any of its affiliated entities may at any time, subject to the prior consent of the Relevant Supervisory Authority (whose consent the Issuer is required to obtain in accordance with applicable legislation), purchase Notes at any price agreed between the Issuer or such affiliated entity and the relevant Noteholder. Such purchase of Notes by the Issuer shall be effected subject to the prior information only of the Relevant Supervisory Authority.

(h) **Cancellation**

All Notes redeemed or purchased by the Issuer will be cancelled and accordingly may not be re-issued or resold.

7 Payments

(a) **Method of Payment**

Payments of principal, interest (including, for the avoidance of doubt, Additional Amounts) and other amounts in respect of the Notes will be made in euro, by credit or transfer to an account denominated in euro (or any other account to which euro may be credited or transferred) specified by the payee in a country within the TARGET System. Such payments shall be made for the benefit of the Noteholders to the Account Holders and all payments made to such Account Holders in favour of Noteholders will be an effective discharge of the Issuer and the Fiscal Agent, as the case may be, in respect of such payment.

None of the Issuer, the Fiscal Agent, the Agent Bank or the Paying Agent shall be liable to any Noteholder or other person for any commission, costs, losses or

expenses in relation to, or resulting from, the credit or transfer of Euro, or any currency conversion or rounding effect in connection with such payment being made in Euro.

Payments in respect of principal and interest on the Notes will, in all cases, be made subject to any fiscal or other laws and regulations or orders of courts of competent jurisdiction applicable in respect of such payments to the Issuer, the Paying Agent, the relevant Account Holder or, as the case may be, the person shown in the records of Euroclear France, Euroclear or Clearstream, Luxembourg as the holder of a particular nominal amount of Notes, but without prejudice to the provisions of Condition 8.

(b) ***Payments on Business Days***

If any due date for payment of principal, interest or other amounts in respect of any Note is not a Business Day, then the holder of such Note shall not be entitled to payment of the amount due until the next following Business Day and will not be entitled to any interest or other sums with respect to such postponed payment.

In this Condition, "Business Day" means a day on which Euroclear France is open for business and which is also a day on which the TARGET System is operating.

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

The initial specified office of the initial Fiscal Agent, Principal Paying Agent, Paying Agent and Agent Bank is as follows:

**FISCAL AGENT, PRINCIPAL PAYING AGENT, PAYING AGENT AND AGENT
BANK**
CACEIS Corporate Trust
14, rue Rouget de Lisle
92862 Issy-les-Moulineaux Cedex 9
France

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, Principal Paying Agent, Agent Bank and/or appoint additional or another Paying Agent or approve any change in the office through which any such Agent acts, provided that there will at all times be a Fiscal Agent, a Principal Paying Agent and an Agent Bank having a specified office in a major European city and in Paris. The Issuer undertakes that it will ensure that it maintains a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26 and 27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive.

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 forty five (45) nor less than thirty (30) calendar days' notice thereof shall have been given to the Noteholders by the Issuer in accordance with Condition 11.

8 Taxation

- (a) The Notes being denominated in Euro and therefore deemed to be issued outside the Republic of France for taxation purposes, interest and other revenues in respect

of the Notes benefit under present law from the exemption provided for in Article 131 *quater* of the *Code Général des Impôts* (General Tax Code) from deduction of tax at source.

- (b) If French law should require that payments of principal or interest in respect of any Note be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed or levied 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 ("**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 a holder (or beneficial owner (*ayant droit*)) who is subject to such taxes, duties, assessments or governmental charges in respect of such Note by reason of his having some connection with the Republic of France other than the mere holding of such Note, or
 - (ii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to the European Council Directive 2003/48/EC or any other European Union Directive on the taxation of savings implementing the conclusions of the ECOFIN Council meeting of 26 and 27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive.

Any reference in these Conditions to principal and/or interest shall be deemed to include any Additional Amounts.

9 Prescription

Claims in respect of principal and interest under the Notes will become prescribed ten years (in the case of principal) and five years (in the case of interest) from the due date for payment.

10 Representation of the Noteholders

In accordance with Article L.228-46 of the French *Code de commerce* (the "*Code*"), the Noteholders are grouped together in a collective group (the "*Masse*"), which has legal personality. The general meeting of Noteholders shall deliberate on all measures intended to ensure the defense of the Noteholders or the execution of any agreement to issue the Notes, as well as any proposal aimed at amending the agreement to issue the Notes, it being specified, however, that a general meeting may not increase amounts payable by the Noteholders nor establish any unequal treatment between the Noteholders, nor decide to convert the Notes into shares. Any amendment to the Conditions is subject to the prior approval of the Relevant Supervisory Authority (in accordance with Article A. 334-3 of the French *Code des Assurances*). The general meeting of Noteholders shall also deliberate on any merger or demerger proposal of the Issuer in accordance with the provisions of Articles L. 228-65, I 3°, L. 236-13, L. 236-18 and L. 228-73 of the Code.

(a) *Representative of the Masse of the Noteholders*

Pursuant to Article L.228-47 of the Code, the representative of the *Masse* (the "*Representative*") will be designated by the general meeting of the Noteholders.

In accordance with Article L.228-48 of the Code, the office of Representative of the *Masse* may not be conferred other than on a French person or a national of any OECD Member State not domiciled in France, or any associations or corporations not incorporated in France.

In addition, the following persons may not be chosen as Representative:

- (i) the Issuer;
- (ii) any entity holding, directly or indirectly, at least 10 per cent. of the share capital of the Issuer or at least 10 per cent. of the share capital of which is, directly or indirectly, held by the Issuer;
- (iii) companies guaranteeing all or part of the obligations of the Issuer;
- (iv) any member of the *Conseil d'Administration* (Board of Directors), any member of the *Directoire* (Executive Board), any member of the *Conseil de Surveillance* (Supervisory Board), the statutory auditors or any employee, managing director, director or general managers (*Directeurs Généraux*) (or their respective ascendants, descendants and spouse) of the entities referred to in (i) or (iii) above;

persons to whom the practice of banker is forbidden or who have been deprived of the right of direction, administering or managing a business in whatever capacity.

The Representative of the *Masse* will have in the absence of any conflicting resolution by the Noteholders in general meeting, the power, without restriction or reservation, to carry out, on behalf of the *Masse*, all management actions necessary to protect the common interests of the Noteholders.

He/She will exercise his/her duties until his/her death, resignation or revocation by a general meeting of the Noteholders or until he/she becomes incompetent or incompatibly conflicted. His/Her appointment will automatically cease on the date of final or total redemption, prior to maturity or otherwise, of the Notes. This appointment will be automatically extended, where applicable, until the final conclusion of any legal proceedings in which the representatives are involved and the enforcement of any judgments rendered or settlements made.

(b) General

The remuneration of the Representative of the *Masse* will be fixed by the general meeting of the Noteholders.

The Issuer will bear the remuneration of the Representative of the *Masse* and the costs of calling and holding general meetings of the Noteholders and publishing their decisions.

In the event that a general meeting of the Noteholders is called, such meeting will be held at the registered office of the Issuer or such other place as is specified in the notices of the meeting.

Each Noteholder has the right, during the period of 15 days prior to any general meeting of the *Masse*, to examine and make copies of, or to cause an agent to do so on its behalf, at the registered office or administrative headquarters of the Issuer or, as the case may be, at such other place as is specified in the notice for such meeting, the text of the resolutions to be proposed and any reports to be presented to the meeting.

In the event that future issues of Notes give their holders rights identical to those of the Notes and if the of such future notes so permit, the holders of all such notes shall be grouped together in a single *Masse*.

11 Notices

Any notice to the Noteholders shall be validly given by delivery to Euroclear France, Euroclear and Clearstream, Luxembourg for so long as the Notes are cleared through such clearing systems. 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.

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 save for the amount and date of 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 be grouped together, for the defence of their common interests, in a single *Masse* having legal personality.

13 Governing Law and Jurisdiction

The Notes are governed by the laws of the Republic of France.

Any action against the Issuer in connection with the Notes will be submitted to the exclusive jurisdiction of the competent courts in Paris.
