Prospectus dated 9 February 2021

Iliad

(a *société anonyme* incorporated in France)

€600,000,000 0.750 per cent. Bonds due 11 February 2024
Issue Price: 99.844 per cent.

€700,000,000 1.875 per cent. Bonds due 11 February 2028
Issue Price: 99.838 per cent.

This prospectus constitutes a prospectus (the "**Prospectus**") for the purposes of Article 6(3) of Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**").

The €600,000,000 0.750 per cent. Bonds due 11 February 2024 (the "**2024 Bonds**") of Iliad (the "**Issuer**") will mature on 11 February 2024.

Interest on the 2024 Bonds will accrue at the rate of 0.750 per cent. per annum from 11 February 2021 (the "**2024 Bonds Issue Date**") and will be payable in Euro annually in arrear on 11 February in each year, commencing on 11 February 2022.

The €700,000,000 1.875 per cent. Bonds due 11 February 2028 (the "**2028 Bonds**", and together with the 2024 Bonds, the "**Bonds**" and each a "**Bond**") of the Issuer will mature on 11 February 2028.

Interest on the 2028 Bonds will accrue at the rate of 1.875 per cent. per annum from 11 February 2021 (the "**2028 Bonds Issue Date**", and together with the 2024 Bonds Issue Date, the "**Issue Date**") and will be payable in Euro annually in arrear on 11 February in each year, commencing on 11 February 2022.

References to "**Terms and Conditions of the Bonds**" are either references to "Terms and Conditions of the 2024 Bonds" or to "Terms and Conditions of the 2028 Bonds".

Payments of principal and interest on the Bonds will be made without deduction for or on account of taxes of the Republic of France (See Terms and Conditions of the Bonds "Taxation").

Unless previously redeemed or purchased and cancelled, the Bonds may not be redeemed prior to 11 February 2024 in respect of the 2024 Bonds and 11 February 2028 in respect of the 2028 Bonds. The Bonds may, and in certain circumstances shall, be redeemed, in whole but not in part, at their principal amount together with accrued interest in the event that certain French taxes are imposed (See the Terms and Conditions of the Bonds "Redemption and Purchase").

The Issuer will have the option (i) at any time up to 11 January 2024 in respect of the 2024 Bonds and 11 November 2027 in respect of the 2028 Bonds to redeem all (but not some only) of the 2024 Bonds or 2028 Bonds at the amount determined in accordance with each Condition 4(c), all as defined and more fully described in the Terms and Conditions of the Bonds "Redemption and Purchase – Redemption at the option of the Issuer", (ii) at any time as from 11 January 2024 in respect of the 2024 Bonds and 11 November 2027 in respect of the 2028 Bonds to redeem all (but not some only) of the 2024 Bonds or the 2028 Bonds at par together with their respective interest accrued to, but excluding, their respective date fixed for redemption, in accordance with each Condition 4(e), all as defined and more fully described in the Terms and Conditions of the Bonds "Residual Maturity Call Option" and (iii) if 80 per cent. or more in principal amount of the 2024 Bonds or the 2028 Bonds have been redeemed or purchased and cancelled, to redeem all (but not some only) of such remaining Bonds at their principal amount together with their respective accrued interest in accordance with each Condition 4(f), all as defined and more fully described in the Terms and Conditions of the Bonds "Redemption and Purchase – Clean up Call Option".

If a Change of Control occurs, each holder of Bonds (each, a "**Bondholder**") will have the option to require the Issuer to redeem or repurchase all or part of the Bonds held by such Bondholder on the Optional Redemption Date at their principal amount together with interest accrued up to but excluding such date of redemption or repurchase, all as defined and more fully described in the Terms and Conditions of the Bonds "Redemption and Purchase – Redemption at the option of Bondholders following a Change of Control".

This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") as competent authority under the Prospectus Regulation. The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Issuer or the quality of the Bonds that are the subject of this Prospectus and investors should make their own assessment as to the suitability of investing in the Bonds. In accordance with Article 6(4) of the Luxembourg Law of 16 July 2019 on prospectuses for securities, by approving a prospectus, in accordance with Article 20 of the Prospectus Regulation, the CSSF does not engage in respect of the economic or financial opportunity of the operation or the quality and solvency of the Issuer.

Application has also been made to the Luxembourg Stock Exchange for the Bonds to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the Luxembourg Stock Exchange's regulated market as from the Issue Date. The Luxembourg Stock

Exchange's regulated market is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, as amended.

The Bonds will, upon issue on 11 February 2021, be inscribed (*inscription en compte*) in the books of Euroclear France which shall credit the accounts of the Account Holders (as defined in the Terms and Conditions of the Bonds "Form, Denomination and Title") including Euroclear Bank SA/NV ("**Euroclear**") and the depositary bank for Clearstream Banking, S.A. ("**Clearstream**").

The Bonds will be in dematerialised bearer form in the denomination of €100,000. The Bonds will at all times be represented in book-entry form (*dématérialisé*) in the books of the Account Holders in compliance with Articles L.211-3 and R.211-1 of the French *Code monétaire et financier*. 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 Bonds.

Prospective investors should have regard to the factors described in the section headed "Risk Factors" in this Prospectus.

This Prospectus will be valid for a year from 9 February 2021, i.e. until 9 February 2022. The obligation to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies will not apply when the Prospectus is no longer valid. For this purpose, "valid" means valid for making offers to the public or admissions to trading on a regulated market by or with the consent of the Issuer and the obligation to supplement the Prospectus is only required within its period of validity between the time when the Prospectus is approved and the closing of the offer period for the Bonds or the time when trading on a regulated market begins, whichever occurs later.

Joint Lead Managers

Banco Sabadell	**BayernLB**
BNP Paribas	**Crédit Agricole CIB**
CIC Market Solutions	**HELABA**
ING	**J.P. MORGAN**
La Banque Postale	**Natixis**
SMBC Nikko	**Société Générale Corporate & Investment Banking**

UniCredit Bank

*This Prospectus has been prepared for the purpose of giving the necessary information with regard to the Issuer, the Issuer and its consolidated subsidiaries (the "**Group**") and the Bonds which is material to an investor for making an informed assessment of the assets and liabilities, profit and losses, financial position and prospects of the Issuer, the rights attaching to the Bonds, the reasons for the issuance and its impact on the Issuer.*

This Prospectus is to be read in conjunction with all the documents which are incorporated herein by reference.

*This Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Joint Lead Managers (as defined in "Subscription and Sale" below) to subscribe or purchase, any of the Bonds. The distribution of this Prospectus and the offering of the Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Joint Lead Managers to inform themselves about and to observe any such restrictions. The Bonds have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"). Subject to certain exceptions, the Bonds may not be offered or sold within the United States or to, or for the account of, U.S. persons (all as defined in Regulation S under the Securities Act ("**Regulation S**")).*

***MiFID II product governance / Professional investors and eligible counterparties only target market** – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Bonds has led to the conclusion that: (i) the target market for the Bonds is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Bonds (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Bonds (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.*

***UK MIFIR product governance / Professional investors and eligible counterparties only target market** – Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Bonds has led to the conclusion that: (i) the target market for the Bonds is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Bonds (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Bonds (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.*

***PRIIPs Regulation / Prohibition of sales to EEA retail investors** – The Bonds 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 European Economic Area ("**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) of MiFID II; or (ii) a customer within the meaning of Directive 2016/97/EU, as amended, the "**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Bonds or* *otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.*

***PRIIPs Regulation / Prohibition of sales to UK retail investors** – The Bonds 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 (the "**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 domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the "**FSMA**") and any rules or regulations made under the FSMA to implement the IDD, 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 domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA . Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.*

For a description of certain restrictions on offers and sales of Bonds and on distribution of this Prospectus, see "Subscription and Sale".

No person is authorised to give any information or to make any representation not contained in this Prospectus and any information or representation not so contained must not be relied upon as having been authorised by or on behalf of the Issuer or the Joint Lead Managers. Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Group since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer or the Group since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the Bonds is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

To the extent permitted by law, none of the Joint Lead Managers accepts any responsibility whatsoever for the content of this Prospectus or for any other statement in connection with the Issuer or the Group.

The Joint Lead Managers have not separately verified the information contained or incorporated by reference in this Prospectus in connection with the Issuer or the Group. None of the Joint Lead Managers makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in or incorporated by reference in this Prospectus in connection with the Issuer or the Group. Neither this Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer and the Joint Lead Managers that any recipient of this Prospectus or any other financial statements should purchase the Bonds. Each potential purchaser of Bonds should determine for itself the relevance of the information contained in this Prospectus and its purchase of Bonds should be based upon such investigation as it deems necessary. None of the Joint Lead Managers undertakes to review the financial condition or affairs of the Issuer or the Group during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Bonds of any information coming to the attention of any of the Joint Lead Managers.

Suitability of investment in the Bonds

The Bonds may not be a suitable investment for all investors. Each potential investor in the Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(a) *have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained or incorporated by reference in this Prospectus or any applicable supplement;*

(b) *have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact the Bonds will have on its overall investment portfolio;*

(c) *have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds, including where the currency for principal or interest payments is different from the potential investor's currency;*

(d) *understand thoroughly the terms of the Bonds and be familiar with the behaviour of financial markets;*

(e) *be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and*

(f) *consult their legal advisers in relation to possible legal, tax, accounting, regulatory and related aspects of any investment in the Bonds.*

Consideration on taxation and the Financial Transactions Tax ("FTT")

Potential purchasers and sellers of the Bonds should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Bonds are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for financial instruments such as the Bonds. In particular, potential investors are warned that the tax laws of the investor's jurisdiction or of France (the Issuer's country of incorporation) might have an impact on the income received from the Bonds. Potential investors are advised not to rely upon the tax summary contained in this Prospectus but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Bonds. Only these advisors are in a position to duly consider the specific situation of each potential investor.

A number of Member States of the European Union are currently negotiating to introduce a FTT in the scope of which transactions in the Bonds may fall. The scope of any such tax is still uncertain as well as any potential timing of implementation. If the currently discussed text or any similar tax is adopted, transactions in the Bonds could be subject to higher costs, and the liquidity of the market for the Bonds may be diminished. The Issuer or any Paying Agent will in any case not be required to pay or indemnify the Bondholders for any cost incurred as the case may be in respect of the FTT.

See "Risk Factors" below for certain information relevant to an investment in the Bonds.

In this Prospectus, unless otherwise specified, references to a "Member State" are references to a Member State of the European Economic Area, references to "EUR", "Euro", "euro" or "€" are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended.

*In connection with the issue of the Bonds, Société Générale (the "**Stabilising Manager**") may over-allot Bonds or effect transactions with a view to supporting the market price of the Bonds at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Bonds is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the Issue Date and 60 days after the date of the allotment of the Bonds. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager in accordance with all applicable laws and regulations.*

Forward-Looking Statements

This Prospectus contains certain statements that are forward-looking including statements with respect to the Issuer's and the Group's business strategies, expansion and growth of operations, trends in the business, competitive advantage, and technological and regulatory changes, information on exchange rate risk and generally includes all statements preceded by, followed by or that include the words "believe", "expect", "project", "anticipate", "seek", "estimate" or similar expressions. Such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and actual results may differ materially from those in the forward-looking statements as a result of various factors. Potential investors are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date hereof.

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RISK FACTORS

The following are risk factors of the offering of the Bonds of which prospective investors should be aware.

The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Bonds. All of these factors are contingencies which may or may not occur. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with Bonds are also described below. The Issuer believes that the factors described below represent the principal risks inherent in investing in Bonds, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Bonds may occur for other reasons. Prospective investors should make their own independent evaluations of all risk factors and should also read the detailed information set out elsewhere in this Prospectus (including any information incorporated by reference therein) and reach their own views prior to making any investment decision. In each category below the Issuer sets out first the most material risk, in its assessment, taking into account the expected magnitude of their negative impact and the probability of their occurrence.

*The terms defined in "Terms and Conditions of the 2024 Bonds" and "Terms and Conditions of the 2028 Bonds" (together, the "**Terms and Conditions of the Bonds**") shall have the same meaning where used below.*

1. Risks related to the Issuer

Risk factors relating to the Issuer and the Group are set out in pages 42 to 52 of the 2019 Universal Registration Document (as defined in "Documents incorporated by reference").

2. Risks related to the Bonds

2.1 Risks relating to particular features of the Bonds

2.1.1 The Bonds may be redeemed prior to maturity

The Issuer reserves the right to purchase Bonds in the open market or otherwise at any price in accordance with applicable regulations. Such transactions shall have no impact on the normal repayment schedule of outstanding Bonds, but they decrease the yield of the Bonds so purchased and then redeemed by the Issuer prior to their stated maturity and potentially reduce the liquidity of the Bonds. As a consequence, Bondholders may not be able to sell their Bonds and therefore lose part of their investment in the Bonds.

In the event that the Issuer would be obliged to pay additional amounts payable in respect of any Bonds due to any withholding as provided in each Condition 4(b), the Issuer may redeem all outstanding Bonds in accordance with such Condition.

In addition, the Issuer has the option to redeem all (but not some only) of the Bonds (i) at any time prior to 11 January 2024 in respect of the 2024 Bonds and 11 November 2027 in respect of the 2028 Bonds, at the relevant make-whole redemption amount, as provided in each Condition 4(c) and (ii) from and including 11 January 2024 to but excluding the 2024 Maturity Date in respect of the 2024 Bonds and 11 November 2027 to but excluding the 2028 Maturity Date in respect of the 2028 Bonds, at par plus their respective accrued interest, as provided in each Condition 4(e).

If 80 per cent. or more in principal amount of the 2024 Bonds or of the 2028 Bonds have been redeemed or purchased and cancelled by the Issuer the Issuer will have the option to redeem all of such remaining Bonds at their principal amount together with their respective accrued interest as provided in each Condition 4(f). In particular, there is no obligation for the Issuer to inform investors if and when this percentage has been reached or is about to be reached, and the Issuer's right to redeem will exist notwithstanding that immediately prior to the serving of a notice in respect of the exercise of this option, the Bonds may have been trading significantly above par, thus potentially resulting in a loss of capital invested.

If the market interest rates decrease, the risk to Bondholders that the Issuer will exercise its right of early redemption increases. As a consequence, the yields received upon such early redemption may be lower than expected, and the redeemed face amount of the Bonds may be lower than the purchase price paid for such Bonds by the Bondholder where the purchase price was above par. Therefore, part of the capital invested by the Bondholder may be lost, so that the Bondholder in such case would not receive the total amount of the capital invested. However, the redeemed face amount of the Bonds may not be below par.

In the event the Issuer redeems the Bonds as provided in each Condition 4, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Bonds being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

2.1.2 Change of control put option

In accordance with each Condition 4(d), upon the occurrence of a Change of Control of the Issuer, each Bondholder will have the right to request the Issuer to redeem or procure the purchase of all or part of its Bonds at their principal amount together with any accrued interest.

Depending on the number of Bonds in respect of which such put option is exercised, any trading market in respect of those Bonds in respect of which such put option is not exercised may become illiquid. In addition, investors may not be able to reinvest the moneys they receive upon such early redemption in securities with the same yield as the redeemed Bonds. Should the above risks ever materialise, Bondholders could lose a significant part of their investment in the Bonds.

2.1.3 Interest rate risks

As provided for in Condition 3 of the Terms and Conditions of the 2024 Bonds, each 2024 Bond bears interest from, and including, 11 February 2021 at the rate of 0.750 per cent. *per annum* and in Condition 3 of the Terms and Conditions of the 2028 Bonds, each 2028 Bond bears interest from, and including, 11 February 2021 at the rate of 1.875 per cent. *per annum*, which involves the risk that subsequent changes in market interest rates may adversely affect the value of the Bonds. Generally, prices of fixed interest rate notes tend to fall when market interest rates rise and accordingly are subject to volatility. Therefore, the price of the Bonds at any particular time may be lower than the purchase price for the Bonds paid by the Bondholders and may cause Bondholders to lose a portion of the capital invested if they decide to sell their Bonds.

2.2 Risks for the Bondholders as creditors of the Issuer

2.2.1 French insolvency law

As a *société anonyme* incorporated in France, French insolvency laws shall apply to the Issuer.

Under French insolvency law, holders of debt securities are automatically grouped into a single assembly of holders (the "**Assembly**") in order to defend their common interests if a safeguard procedure (*procédure de sauvegarde*), an accelerated safeguard procedure (*procédure de sauvegarde accélérée*), an accelerated financial safeguard procedure (*procédure de sauvegarde financière accélérée*) is opened in France with respect to the Issuer or, if a reorganisation plan is contemplated, as part of a judicial reorganisation procedure (*procédure de redressement judiciaire*) opened in respect thereof. The Assembly will comprise all holders of debt securities issued by the Issuer (including the Bonds) regardless of their governing law.

The Assembly will deliberate on the proposed safeguard plan (*projet de plan de sauvegarde*), proposed accelerated safeguard plan (*projet de plan de sauvegarde accélérée*), proposed accelerated financial safeguard plan (*projet de plan de sauvegarde financière accélérée*) or proposed judicial reorganisation plan (*projet de plan de redressement*) prepared in relation to the Issuer and may notably agree to:

(g) increase the liabilities (*dettes*) of such holders of debt securities (including the Bondholders) by rescheduling due payments and/or partially or totally writing off debts of the Issuer;

(h) establish a differentiated treatment between holders of debt securities (including the Bondholders) only if the difference in situations so justifies; and/or

decide to convert debt securities (including the Bonds) into securities that give or may give right to share capital.

Decisions of the Assembly will be taken by a two-third majority (calculated as a proportion of the amount of debt securities held by the holders casting a vote at such Assembly). No quorum is required to convoke the Assembly. The holders whose rights are not modified by the proposed plan do not participate in the vote.

For the avoidance of doubt, the provisions relating to the Masse described in each Condition 8 will not be applicable to the extent they are not in compliance with compulsory insolvency law provisions that apply in these circumstances.

The procedures, as described above or as they will or may be amended, could have a material and adverse impact on the Bondholders seeking repayment in the event that the Issuer or its subsidiaries were to be subject to French insolvency proceedings. It should be noted that Directive (EU) 2019/1023 on preventive restructuring frameworks, on discharge of debt and disqualifications, and on measures to increase the efficiency of procedures concerning restructuring, insolvency and discharge of debt, and amending Directive (EU) 2017/1132 has been adopted on 20 June 2019. Once transposed into French law (which should happen by 17 July 2021 at the latest), such directive should have a material impact on French insolvency law, especially with regard to the process of adoption of restructuring plans under insolvency proceedings.

In case of insolvency proceedings opened in respect of the Issuer and governed by French law, as amended further to the transposition of the said directive by the French authorities, it cannot be excluded that the Bondholders will no longer deliberate on the proposed restructuring plan in a separate assembly, meaning that they will no longer benefit from a specific veto power on this plan. Instead, as any other affected parties, the Bondholders may be grouped into one or several classes (with potentially other types of creditors) and their dissenting vote may possibly be overridden by a cross-class cram down, where applicable.

The commencement of insolvency proceedings against the Issuer could have a material adverse effect on the market value of Bonds issued by the Issuer. Any decisions taken by the Assembly or a class of affected parties, as the case may be, could negatively and significantly impact the Bondholders and cause them to lose all or part of their investment in the Bonds, should they not be able to recover all or part of the amounts due to them from the Issuer.

2.2.2 Modification of the Terms and Conditions of the Bonds and waivers

As provided by each Condition 8, there are provisions for calling meetings of Bondholders or consulting Bondholders in writing to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Bondholders including Bondholders who did not express a vote and Bondholders who voted in a manner contrary to the majority. If a decision is adopted by a majority of Bondholders and such modifications were to impair or limit the rights of the Bondholders, this may have an impact on the market value of the Bonds and hence Bondholders may lose part of their investment in the Bonds.

2.3 Risks relating to the market

2.3.1 No active secondary or market trading for the Bonds

Application has been made for the Bonds to be admitted to trading on the official list of the Luxembourg Stock Exchange as from the Issue Date.

An investment in the Bonds should be considered primarily with a view to holding them until their maturity. The Bonds may have no established trading market when issued, and one may never develop. If an active trading market for the Bonds does not develop or is not maintained, the market or trading price and liquidity of the Bonds may be significantly adversely affected. If a market does develop, it may not be very liquid.

Therefore, investors may not be able to sell their Bonds in the secondary market in which case the market or trading price and liquidity may be adversely affected or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market and Bondholders could lose a significant part of their investments in the Bonds.

2.3.2 Market value of the Bonds

The market value of the Bonds will be affected by the creditworthiness of the Issuer and by a number of additional factors related to economic and market conditions, including, but not limited to, volatility of the market, interest rates, currency exchange rates and inflation rates and the time remaining to the maturity date.

The value of the Bonds depends on a number of interrelated factors, including economic, financial and political events in France or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Bonds are traded. The price at which a holder of Bonds will be able to sell the Bonds prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser. There can be no assurance that events in France, in Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of the Bonds or that economic and market conditions will not have any other adverse effect. Accordingly, all or part of the investment by the Bondholder in the Bonds may be lost upon any transfer of the Bonds, so that the Bondholder in such case would receive significantly less than the total amount of its investment.

2.3.3 Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Bonds in Euro in accordance with each Condition 3 and each Condition 5. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than Euro. These include the risk that exchange rates may change significantly (including changes due to devaluation of Euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Euro would decrease (i) the Investor's Currency-equivalent yield on the Bonds, (ii) the Investor's Currency-equivalent value of the principal payable on the Bonds and (iii) the Investor's Currency-equivalent market value of the Bonds, all of which could have a significant adverse effect on the return on the investment of the investors.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal. This may result in a significant loss on any capital invested from the perspective of a Bondholder whose domestic currency is not Euro.

2.3.4 Potential conflict of interest

Certain of the Joint Lead Managers (as defined in "Subscription and Sale" below) and, as the case may be, the Calculation Agent and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. In particular, certain Joint Lead Managers took part in the financing of the Acquisition (as defined in the section headed "Recent Developments" below). In addition, in the ordinary course of their business activities, the Joint Lead Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Certain of the Joint Lead Managers or their affiliates that have a lending relationship with the Issuer or other entities of the Group routinely hedge their credit exposure to the Issuer or, as the case may be, such other entities of the Group consistent with their customary risk management policies. Typically, such Joint Lead Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Bonds. Any such short positions could adversely affect future trading prices of the Bonds. The Joint Lead Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Potential conflicts of interest may arise between the Calculation Agent, if any, and the Bondholders (including where a Joint Lead Manager acts as Calculation Agent), including with respect to certain discretionary determinations and judgements that such Calculation Agent may make pursuant to the Terms and Conditions of the Bonds that may influence the amount receivable upon redemption of the Bonds. In particular, whilst a Calculation Agent will, as the case may be, have information barriers and procedures in place to manage conflicts of interest, it may in its other banking activities from time to time be engaged in transactions involving an index or related derivatives which may affect amounts receivable by Bondholders during the term and on the maturity of the Bonds or the market price, liquidity or value of the Bonds and which could be deemed to be adverse to the interests of the Bondholders.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the following documents which have been previously published or are published simultaneously with this Prospectus and that have been filed with the *Commission de Surveillance du Secteur Financier* in Luxembourg:

a) the 2018 registration document (*document de référence*) of the Issuer in the French language (the "**2018 Registration Document**") which was filed with the *Autorité des marchés financiers* (the "**AMF**") under number D.19-0348 dated 16 April 2019, except for the third paragraph of the section 10.1.2 "Person responsible for the Registration Document" on page 278;

b) the 2019 universal registration document (*document d'enregistrement universel*) of the Issuer in the French language (the "**2019 Universal Registration Document**") which was filed with the AMF under number D.20-0285 dated 10 April 2020; and

c) the interim financial report (*rapport financier semestriel*) of the Issuer in the French language for the half-year ended 30 June 2020 (the "**2020 First-Half Report**").

Such documents shall be incorporated by reference in and form part of this Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

Copies of the documents incorporated by reference in this Prospectus may be obtained without charge from the registered office of the Issuer, the Issuer's website (www.iliad.fr) and the website of the Luxembourg Stock Exchange (www.bourse.lu). In addition, the English language translations for information purposes only of the 2018 Registration Document, the 2019 Universal Registration Document and Part 1 (Half-yearly activity report) and Part 2 (Condensed half-yearly financial information) of the 2020 First-Half Report may be consulted on the Issuer's website (www.iliad.fr).

The information on the Issuer's website do not form part of this Prospectus, except where that information has been incorporated by reference into this Prospectus.

For the purpose of the Prospectus Regulation, information can be found in the documents incorporated by reference in this Prospectus in accordance with the relevant Annex 7 of Commission Delegated Regulation (EU) 2019/980 supplementing the Prospectus Regulation, as amended (the "**Delegated Prospectus Regulation**"). The parts of the documents incorporated by reference in this Prospectus which are not specifically incorporated by reference in this Prospectus (which for the avoidance of doubt are not listed in the cross-reference list below) are either not relevant for prospective investors in the Bonds or the relevant information is included elsewhere in this Prospectus. Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus shall not form part of this Prospectus.

	Delegated Prospectus Regulation – Annex 7	**2020 First-Half Report**[1]	**2019 Universal Registration Document**	**2018 Registration Document**
3	**RISK FACTORS**			
3.1	A description of the material risks that are specific to the		Pages 42 to 52	Not Applicable

[1] The page numbers of the 2020 Half-Year Report included in this table refer to the page numbers of the PDF document.

	Delegated Prospectus Regulation – Annex 7	2020 First-Half Report[1]	2019 Universal Registration Document	2018 Registration Document
	issuer and that may affect the issuer's ability to fulfil its obligations under the securities, in a limited number of categories, in a section headed 'Risk Factors'. In each category the most material risks, in the assessment of the issuer, offeror or person asking for admission to trading on a regulated market, taking into account the negative impact on the issuer and the probability of their occurrence, shall be set out first. The risk factors shall be corroborated by the content of the registration document.			
4	**INFORMATION ABOUT THE ISSUER**			
4.1	**History and development of the Issuer**			
4.1.1	The legal and commercial name of the issuer		Page 262	Not Applicable
4.1.2	The place of registration of the issuer, its registration number and legal entity identifier ("**LEI**").		Page 262	Not Applicable
4.1.3	The date of incorporation and the length of life of the issuer, except where the period is indefinite.		Page 262	Not Applicable
4.1.4	The domicile and legal form of the issuer, the legislation under which the issuer operates, its country of incorporation, the address, telephone number of its registered office (or principal place of business if different from its registered office) and website of the issuer, if any, with a disclaimer that the information on the website does not form part of the prospectus unless that information is incorporated by reference into the prospectus.		Page 262	Not Applicable
5	**BUSINESS OVERVIEW**			
5.1	**Principal activities**			
5.1.1	A brief description of the issuer's principal activities stating the main categories of products sold and/or services performed.	Pages 4 to 30	Pages 19 to 32	Not Applicable
5.1.2	The basis for any statements made by the issuer regarding its competitive position.		Pages 16 to 19	Not Applicable
6	**ORGANISATIONAL STRUCTURE**			
6.1	If the issuer is part of a group, a brief description of the group and the issuer's position within the group. This may be in the form of, or accompanied by, a diagram of the organisational structure if this helps to clarify the structure.		Page 39	Not Applicable
6.2	If the issuer is dependent upon other entities within the group, this must be clearly stated together with an		Pages 39, 238 and 239	Not Applicable

	Delegated Prospectus Regulation – Annex 7	**2020 First-Half Report**[1]	**2019 Universal Registration Document**	**2018 Registration Document**
	explanation of this dependence.			
7	**TREND INFORMATION**			
7.1	A description of: (a) any material adverse change in the prospects of the issuer since the date of its last published audited financial statements; (b) any significant change in the financial performance of the group since the end of the last financial period for which financial information has been published to the date of the registration document. If neither of the above are applicable then the issuer should include (an) appropriate negative statement(s).	Pages 31 and 32	Page 159	Not Applicable
9	**ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES**			
9.1	Names, business addresses and functions within the issuer of the following persons and an indication of the principal activities performed by them outside of that issuer where these are significant with respect to that issuer: (a) members of the administrative, management or supervisory bodies; (b) partners with unlimited liability, in the case of a limited partnership with a share capital.		Pages 56 to 63	Not Applicable
9.2	Administrative, management, and supervisory bodies conflicts of interests. Potential conflicts of interests between any duties to the issuer, of the persons referred to in item 9.1, and their private interests and or other duties must be clearly stated. In the event that there are no such conflicts, a statement to that effect must be made.		Pages 67 to 68	Not Applicable
10	**MAJOR SHAREHOLDERS**			
10.1	To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control and describe the measures in place to ensure that such control is not abused.	Page 30	Pages 269 and 270	Not Applicable
11	**FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES**			
11.1	**<u>Historical financial information</u>**			

	Delegated Prospectus Regulation – Annex 7	**2020 First-Half Report**[1]	**2019 Universal Registration Document**	**2018 Registration Document**
11.1.1	Historical financial information covering the latest two financial years (at least 24 months) or such shorter period as the issuer has been in operation and the audit report in respect of each year.	Pages 35 to 73 and 75 and 76	Pages 161 to 227	Pages 149 to 210
11.1.3	Accounting Standards The financial information must be prepared according to International Financial Reporting Standards as endorsed in the Union based on Regulation (EC) No 1606/2002. If Regulation (EC) No 1606/2002 is not applicable the financial statements must be prepared according to: (a) a Member State's national accounting standards for issuers from the EEA as required by Directive 2013/34/EU; (b) a third country's national accounting standards equivalent to Regulation (EC) No 1606/2002 for third country issuers. Otherwise the following information must be included in the registration document: (a) a prominent statement that the financial information included in the registration document has not been prepared in accordance with International Financial Reporting Standards as endorsed in the Union based on Regulation (EC) No 1606/2002 and that there may be material differences in the financial information had Regulation (EC) No 1606/2002 been applied to the historical financial information; (b) immediately following the historical financial information a narrative description of the differences between Regulation (EC) No 1606/2002 as adopted by the Union and the accounting principles adopted by the issuer in preparing its annual financial statements.	Pages 43 to 47	Pages 169 to 172	Pages 156 to 159
11.1.4	Where the audited financial information is prepared according to national accounting standards, the financial information must include at least the following: (a) the balance sheet; (b) the income statement; (c) the accounting policies and explanatory notes.	Pages 35 to 73	Pages 229 to 255	Pages 211 to 233

	Delegated Prospectus Regulation – Annex 7	2020 First-Half Report[1]	2019 Universal Registration Document	2018 Registration Document
11.1.5	Consolidated financial statements If the issuer prepares both stand-alone and consolidated financial statements, include at least the consolidated financial statements in the registration document.	Pages 35 to 73	Pages 161 to 227	Pages 149 to 210
11.1.6	Age of financial information The balance sheet date of the last year of audited financial information may not be older than 18 months from the date of the registration document	Pages 37 and 38	Pages 165 and 166	Page 153 and 154
11.2	**Auditing of Historical financial information**			
11.2.1	The historical annual financial information must be independently audited. The audit report shall be prepared in accordance with the Directive 2006/43/EC and Regulation (EU) No 537/2014. Where Directive 2006/43/EC and Regulation (EU) No 537/2014 do not apply, the historical financial information must be audited or reported on as to whether or not, for the purposes of the registration document, it gives a true and fair view in accordance with auditing standards applicable in a Member State or an equivalent standard. Otherwise, the following information must be included in the registration document: (i) a prominent statement disclosing which auditing standards have been applied; (ii) an explanation of any significant departures from International Standards on Auditing;		Pages 222 to 227 and 256 to 259	Pages 205 to 210 and 234 to 238
11.2.1a	Where audit reports on the historical financial information have been refused by the statutory auditors or where they contain qualifications, modifications of opinion, disclaimers or an emphasis of matter, the reason must be given, and such qualifications, modifications, disclaimers or emphasis of matter must be reproduced in full.		Pages 222 to 227 and 256 to 259	Pages 205 to 210 and 234 to 237
11.3	**Legal and arbitration proceedings**			
11.3.1	Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past significant effects on the issuer and/or group's financial position or	Pages 66 and 67	Pages 216 and 217	Not Applicable

	Delegated Prospectus Regulation – Annex 7	2020 First-Half Report[1]	2019 Universal Registration Document	2018 Registration Document
	profitability, or provide an appropriate negative statement.			
12	**MATERIAL CONTRACTS**			
12.1	A brief summary of all material contracts that are not entered into in the ordinary course of the issuer's business, which could result in any group member being under an obligation or entitlement that is material to the issuer's ability to meet its obligations to security holders in respect of the securities being issued.		Page 295	Not Applicable

PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE PROSPECTUS

To the best knowledge of the Issuer, the information contained in or incorporated by reference in this Prospectus is in accordance with the facts and contains no omission likely to affect the import of such information. The Issuer accepts responsibility accordingly.

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Duly represented by:
Thomas Reynaud
Directeur Général of Iliad

TERMS AND CONDITIONS OF THE 2024 BONDS

The terms and conditions of the 2024 Bonds will be as follows:

The issue of €600,000,000 0.750 per cent. Bonds due 11 February 2024 (the "**Bonds**") of Iliad (the "**Issuer**") has been authorised by resolutions of the Board of Directors (*Conseil d'administration*) of the Issuer dated 9 December 2020 and 4 February 2021. The Issuer will enter into a fiscal agency agreement (the "**Fiscal Agency Agreement**") dated 9 February 2021 with Société Générale as fiscal agent, principal paying agent and calculation agent. The fiscal agent, principal paying agent, the calculation agent and paying agents for the time being are referred to in these Conditions as the "**Fiscal Agent**", the "**Principal Paying Agent**", the "**Calculation Agent**" and the "**Paying Agents**" (which expression shall include the Principal Paying Agent), each of which expression shall include the successors from time to time of the relevant persons, in such capacities, under the Fiscal Agency Agreement, and are collectively referred to as the "**Agents**". References to "**Conditions**" are, unless the context otherwise requires, to the numbered paragraphs below.

1 Form, Denomination and Title

The Bonds are issued on 11 February 2021 (the "**Issue Date**") in dematerialised bearer form in the denomination of €100,000. Title to the Bonds will be evidenced in accordance with Articles L.211-3 and R.211-1 of the French *Code monétaire et financier* by book-entries (*inscription en compte)*. No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the Bonds.

The Bonds will, upon issue, be inscribed in the books of Euroclear France, which shall credit the accounts of the Account Holders. For the purpose of these Conditions, "**Account Holders**" shall mean any intermediary institution entitled to hold accounts, directly or indirectly, with Euroclear France, and includes Euroclear Bank SA/NV ("**Euroclear**") and the depositary bank for Clearstream Banking, S.A. ("**Clearstream**").

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

2 Status and Negative Pledge

(a) Status of the Bonds

The obligations of the Issuer in respect of the Bonds constitute direct, unconditional, unsecured (subject to Condition 2(b)) and unsubordinated obligations and rank and will rank *pari passu* and without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law) equally and rateably with all other present or future unsecured and unsubordinated obligations of the Issuer.

(b) Negative Pledge

So long as any of the Bonds remain outstanding (as defined below), the Issuer will not, and will ensure that none of Free (as defined below) or Free Mobile (as defined below) will not, create or permit to subsist any mortgage, lien (other than a lien arising by operation of law), charge, pledge or other form of security interest (*sûreté réelle*) upon any of their respective business, revenues, property or assets, present or future, to secure any Relevant Debt (as defined below) unless at the same time or prior thereto, the Issuer's obligations under the Bonds are equally and rateably secured therewith.

For the purposes of these Conditions:

"**Free Mobile**" means Free Mobile, a company incorporated as a French *société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Paris under number 499 247 138.

"**Free**" means Free, a company incorporated as a French *société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Paris under number 421 938 861.

"**Group**" means the Issuer and its consolidated subsidiaries.

"**outstanding**" means, in relation to the Bonds, all the Bonds 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 monies (including all interest accrued on such Bonds to the date for such redemption and any interest payable under Condition 3 after such date) have been duly paid to the Fiscal Agent and (c) those which have been purchased and cancelled as provided in Condition 4.

"**Relevant Debt**" means any present or future indebtedness for borrowed money in the form of, or represented by, bonds or notes (*obligations*) or other similar debt securities (*titres de créance* excluding, for the avoidance of doubt, *titres de créance négociables*) which are for the time being, or are capable of being, quoted, admitted to trading or ordinarily dealt in on any stock exchange, over-the-counter market or other securities market.

3 Interest

The Bonds bear interest at the rate of 0.750 per cent. *per annum*, from and including 11 February 2021 (the "**Interest Commencement Date**") payable annually in arrear on 11 February in each year (each an "**Interest Payment Date**"), commencing on 11 February 2022. The period commencing on, and including, the Interest Commencement Date and ending on, but excluding, the first Interest Payment Date and each successive period commencing on, and including, an Interest Payment Date and ending on, but excluding, the next succeeding Interest Payment Date is called an "**Interest Period**".

Bonds will cease to bear interest from the date provided for their redemption, unless payment of the full amount due in respect of the Bonds is improperly withheld or refused on said date. In such event, the Bonds will continue to bear interest in accordance with this Condition (as well after as before judgment) on the principal amount of such Bonds until whichever is the earlier of (i) the day on which all sums due in respect of such Bonds up to that day are received by or on behalf of the relevant holder and (ii) the day after the Fiscal Agent has notified the holders of the Bonds (the "**Bondholders**") in accordance with Condition 9 of receipt of all sums due in respect of all the Bonds up to that day.

Interest will be calculated on an Actual/Actual (ICMA) basis. If interest is required to be calculated for a period of less than one year, it will be calculated on the basis of a day count fraction which will be calculated by taking 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).

4 Redemption and Purchase

The Bonds may not be redeemed otherwise than in accordance with this Condition 4.

(a) *Final Redemption*

Unless previously redeemed or purchased and cancelled as provided below, the Bonds will be redeemed by the Issuer at their principal amount on 11 February 2024 (the "**Maturity Date**").

(b) *Redemption for Taxation Reasons*

(i) If, by reason of a change in French law or regulation, or any change in the official application or interpretation of such law or regulation, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment due in respect of the Bonds, not be able to make such payment without having to pay additional amounts as specified in Condition 6 below, the Issuer may on any Interest Payment Date, subject to having given not more than 45 nor less than 30 days' prior notice to the Bondholders (which notice shall be irrevocable), in accordance with Condition 9, redeem all, but not some only, of the outstanding Bonds at their principal amount together, if applicable, with interest accrued to the date of such redemption, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable Interest Payment Date on which the Issuer could make payment of principal and interest without withholding for French taxes.

(ii) If the Issuer would on the occasion of the next payment in respect of the Bonds be prevented by French law or regulation from making payment to the Bondholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 6 below, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than seven days' prior notice to the Bondholders in accordance with Condition 9 redeem all, but not some only, of the Bonds then outstanding at their principal amount plus any accrued interest on the latest practicable date on which the Issuer could make payment of the full amount payable in respect of the Bonds without withholding for French taxes, or, if such date is past, as soon as practicable thereafter.

(c) *Redemption at the option of the Issuer*

The Issuer may, subject to compliance with all relevant laws, regulations and directives and to having given not more than 30 nor less than 15 days' notice to the Bondholders (which notice shall be irrevocable and shall specify the date fixed for redemption) in accordance with Condition 9, redeem all (but not some only) of the Bonds at any time prior to 11 January 2024 (the "**Make-Whole Redemption Date**") at an amount per Bond equal to the greater of:

(a) 100 per cent. of the principal amount of the Bonds; or

(b) as determined by the Calculation Agent (as defined below), the sum of the then current values of (i) the of principal amount of the Bonds and (ii) the remaining scheduled payments of interest from the Make-Whole Redemption Date to, and including, 11 January 2024 (determined on the basis of the interest applicable to such Bond, excluding any interest accrued on the Bonds from and including the Issue Date or, as the case may be, the scheduled Interest Payment Date immediately preceding such Make-Whole Redemption Date to, but excluding, the Make-Whole Redemption Date) discounted to the Make-Whole Redemption Date on an annual basis (based on the actual number of days elapsed divided by 365 or (in the case of a leap year) by 366) at the Reference Dealer Rate (as defined below) plus 0.25 per cent.,

plus, in each case, any interest accrued on the Bonds from and including the Issue Date or, as the case may be, the scheduled Interest Payment Date immediately preceding such Make-Whole Redemption Date to, but excluding, the Make-Whole Redemption Date.

For the purposes of this Condition 4(c):

"**Calculation Agent**" means Société Générale;

"**Reference Bund**" means the €18,500,000,000 0.00 per cent. German Federal Government Bonds of Bundesrepublik Deutschland due October 2023 with ISIN DE0001141786;

"**Reference Dealers**" means BNP Paribas, Crédit Agricole Corporate and Investment Bank, Natixis and Société Générale;

"**Reference Dealer Rate**" means, with respect to the Make-Whole Redemption Date, the average of the four quotations of the mid-market annual yield to maturity of the Reference Bund at 11.00 a.m. (Central European time) on the fourth business day in Paris preceding the Make-Whole Redemption Date quoted in writing to the Calculation Agent by the Reference Dealers or, if the Reference Bund is no longer outstanding, a Similar Security, at 11.00 a.m. (Central European time) on the third business day in Paris preceding the Make-Whole Redemption Date quoted in writing to the Calculation Agent by the Reference Dealers; and

"**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 Bonds that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Bonds.

All notifications, opinions, determinations, certifications, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 4(c) by the Calculation Agent shall (in the absence of willful default, bad faith or manifest error) be binding on the Issuer and the Bondholders and (in the absence as aforesaid) no liability to the Issuer or the Bondholders shall attach to the Calculation Agent in connection with the exercise or non-exercise of its powers, duties and discretions.

(d) *Redemption at the option of Bondholders following a Change of Control*

If at any time while any Bond remains outstanding, there occurs a Change of Control (as defined below), the holder of such Bond will have the option (the "**Put Option**") within the Put Option Period (as defined below) (unless, prior to the giving of the Put Event Notice, the Issuer gives notice of its intention to redeem the Bonds under Conditions 4(b) (Redemption for taxation reasons), 4(c) (Redemption at the option of the Issuer) or 4(e) (Residual Maturity Call Option)) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of that Bond, on the Optional Redemption Date at its principal amount together with (or where purchased, together with an amount equal to) interest accrued to, but excluding, the Optional Redemption Date.

A "**Change of Control**" shall be deemed to have occurred each time that any person (or group of persons acting in concert (having the meaning given in Article L.233-10 of the French *Code de commerce*)), other than Xavier Niel, together with his spouse or domestic partner, his descendants and/or any holding company controlled by any one or more or them, controls or acquires the control (having the meaning given in Article L.233-3 II of the French *Code de commerce*) of the Issuer.

Promptly upon the Issuer becoming aware that a Change of Control has occurred, the Issuer shall give notice (a "**Put Event Notice**") to the Bondholders in accordance with Condition 9 specifying the nature of the Change of Control, the circumstances giving rise to it, the Put

Option Period and, more generally, the procedure for exercising the Put Option contained in this Condition 4(d).

"**Put Option Period**" means the period commencing on the day following the date of the publication of the Put Event Notice in accordance with Condition 9 and ending on the 45th day thereafter.

To exercise the Put Option to require redemption or, as the case may be, purchase of the Bonds following a Change of Control, a Bondholder must transfer or cause to be transferred its Bonds to be so redeemed or purchased to the account of the Fiscal Agent specified in the Put Option Notice (as defined below) for the account of the Issuer within the Put Option Period together with a duly signed and completed notice of exercise obtainable from the specified office of the Paying Agent (a "**Put Option Notice**") and in which the Bondholder may specify a bank account to which payment is to be made under this Condition 4(d).

A Put Option Notice once given shall be irrevocable. The Issuer shall redeem or, at the option of the Issuer procure the purchase of, the Bonds in respect of which the Put Option has been validly exercised as provided above and subject to the transfer of such Bonds to the account of the Fiscal Agent for the account of the Issuer, on the date which is the fifth business day following the end of the Put Option Period (the "**Optional Redemption Date**"). Payment in respect of such Bonds will be made in Euro on the Optional Redemption Date by transfer to the bank account specified in the Put Option Notice and otherwise subject to the provisions of Condition 5.

For the avoidance of doubt, the Issuer shall have no responsibility for any cost or loss of whatever kind which the Bondholder may incur as a result of or in connection with such Bondholder'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).

(e) *Residual Maturity Call Option*

The Issuer may, subject to compliance with all relevant laws, regulations and directives and to having given not more than 30 nor less than 15 days' irrevocable notice to the Bondholders (which notice shall be irrevocable and shall specify the date fixed for redemption) in accordance with Condition 9, redeem all (but not some only) of the Bonds at par together with interest accrued to, but excluding, the date fixed for redemption at any time as from 11 January 2024.

(f) *Clean-Up Call Option*

If 80 per cent. or more in principal amount of the Bonds have been redeemed or purchased and cancelled by the Issuer, the Issuer may, on not less than 30 nor more than 60 days' notice to the Bondholders, redeem on a date to be specified in such notice (the "**Clean-Up Redemption Date**"), at its option, all (but not some only) of the remaining Bonds at their principal amount, together with interest accrued to but excluding the Clean-Up Redemption Date.

(g) *Purchases*

The Issuer may at any time purchase Bonds together with rights to interest relating thereto in the open market or otherwise at any price. Bonds purchased by the Issuer may be held and resold in accordance with applicable laws and regulations for the purpose of enhancing the liquidity of the Bonds or cancelled.

(h) *Cancellation*

All Bonds which are redeemed or purchased by the Issuer for cancellation pursuant to this Condition will forthwith be cancelled and accordingly may not be reissued or sold.

5 Payments

(a) *Method of Payment*

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

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

Payments of principal and interest on the Bonds will, in all cases, be subject to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 6.

(b) *Payments on Business Days*

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

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

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

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

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

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, Paying Agent, Calculation Agent and/or appoint additional or 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 Fiscal Agent and a Principal Paying Agent having a specified office in a European city. Notice of any such change or any change of specified office shall promptly be given to the Bondholders in accordance with Condition 9.

6 Taxation

(a) *Withholding Tax Exemption*

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

(b) *Additional Amounts*

If, pursuant to French laws or regulations, payments of principal or interest in respect of any Bond are subject to deduction or withholding in respect of any present or future taxes, duties, assessments or other 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, the Issuer shall, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that the holder of each Bond, after such deduction or withholding, will receive the full amount then due and payable thereon in the absence of such deduction or withholding; provided, however, that the Issuer shall not be liable to pay any such additional amounts in respect of any Bond to, or to a third party on behalf of, a Bondholder who is liable to such taxes, duties, assessments or other governmental charges in respect of such Bond by reason of his having some connection with France other than the mere holding of such Bond.

Any references to these Conditions to principal and interest shall be deemed also to refer to any additional amounts which may be payable under the provisions of this Condition 6.

7 Events of Default

If any of the following events (each an "**Event of Default**") shall have occurred and be continuing:

a) in the event of default by the Issuer in the payment of principal and interest on any of the Bonds, if such default shall not have been cured within 15 days thereafter; or

b) in the event of default by the Issuer in the due performance of any provision of the Bonds other than as referred in Condition 7(i) above, if such default shall not have been cured within 30 days after receipt by the Issuer of written notice of such default given by the Representative (as defined in Condition 8); or

c) any other present or future indebtedness of the Issuer, Free (as defined in Condition 2(b)) or Free Mobile (as defined in Condition 2(b)) for borrowed monies in excess of €100,000,000 (or its equivalent in any other currency), whether individually or in the aggregate, becomes, or any creditor in respect of such indebtedness becomes entitled under the terms thereof to declare such indebtedness, following, where applicable, the expiry of any originally applicable grace period, due and payable prior to its stated maturity as a result of a default thereunder, or any such indebtedness shall not be paid when due or, as the case may be, within any originally applicable grace period therefor or any steps shall be taken to enforce any security in respect of any such indebtedness or any guarantee or indemnity given by the Issuer for, or in respect of, any such indebtedness of others shall not be honoured when due and called upon; or

d) a judgement is issued for the judicial liquidation (*liquidation judiciaire*) or for a transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer, Free or Free Mobile; or, to the extent permitted by law, the Issuer, Free or Free Mobile is subject to any other insolvency or bankruptcy proceedings under any applicable laws or the Issuer, Free or Free Mobile makes any conveyance, assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors; or

e) (a) the Issuer, Free or Free Mobile ceases to carry on the whole or substantially all of its business, (b) the Issuer ceases to hold at least two-thirds of the share capital and voting rights normally exercisable at general meetings of shareholders, Free or Free Mobile or (c) an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of

(A) the Issuer, otherwise than for the purposes of or pursuant to an amalgamation, reorganisation, merger, consolidation, or restructuring or other similar arrangement whilst solvent (including, without limitation, any *scission,* any *fusion-absorption* or any *apport partiel d'actifs* under French law) where the entity resulting from or surviving following such amalgamation, reorganisation, merger, consolidation or restructuring or similar arrangement, expressly or as a matter of law assumes all of the obligations under the Bonds or (B) Free or Free Mobile, otherwise than for the purposes of or pursuant to an amalgamation, reorganisation, merger, consolidation, or restructuring or other similar arrangement whilst solvent (including, without limitation, any *scission,* any *fusion-absorption* or any *apport partiel d'actifs* under French law) where the entity resulting from or surviving following such amalgamation, reorganisation, merger, consolidation or restructuring or similar arrangement, is a member of the Group,

then the Representative upon request of any Bondholder shall, by written notice to the Issuer with copy for information purposes to the Fiscal Agent given before all continuing Events of Default shall have been cured, cause all the Bonds (but not some only) held by such Bondholder to become immediately due and payable as of the date on which such notice for payment is received by the Issuer without further formality at the principal amount of the Bonds together with any accrued interest thereon.

8 Representation of the Bondholders

Bondholders will be grouped automatically for the defence of their common interests in a masse (the "**Masse**"). The Masse will be governed by the provisions of the French *Code de commerce*, and with the exception of Articles L.228-48, L.228-59, L.228-65 I 1° and 6°, L.228-65 II, R.228-61, R.228-63, R.228-67, R.228-69, R.228-79 (first paragraph) and R.236-11 of the French *Code de commerce* 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 Bondholders (the "**General Meeting**").

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

(b) **Representative of the Masse:** The following person is designated as Representative of the Masse:

Association de représentation de la masse de titulaires de valeurs mobilières
Centre Jacques Ferronnière
32 rue du Champ de Tir - B.P. 81236
44312 Nantes Cedex 3
France

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

The Issuer shall pay to the Representative of the Masse an amount equal to €400 per annum paid upfront on the Issue Date.

In the event of dissolution, death, retirement or revocation of appointment of the Representative, an alternate Representative will be elected by the General Meeting.

(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 Bondholders.

All legal proceedings against the Bondholders 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 Bondholders, holding together at least one-thirtieth of the principal amount of the Bonds 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 months after such demand, the Bondholders may commission one of their members to petition a competent court in Paris 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 15 days prior to the date of such General Meeting on first convocation, and 5 days on second convocation.

Each Bondholder has the right to participate in a General Meeting in person, by proxy, correspondence, or videoconference or any other means of telecommunications allowing the identification of the participating Bondholders as provided *mutatis mutandis* by Article R.223-20-1 of the French *Code de commerce*. Each Bond carries the right to one vote.

(e) **Powers of the General Meetings:** The General Meeting is empowered to deliberate on the dismissal and replacement of the Representative and the alternate 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 Bonds, including authorising the Representative to act at law as plaintiff or defendant.

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 Bondholders, nor establish any unequal treatment between the Bondholders, nor to decide to convert Bonds into shares.

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

In accordance with Article R.228-71 of the French *Code de commerce*, the rights of each Bondholder to participate in General Meetings will be evidenced by the entries in the books of the relevant Account Holder of the name of such Bondholder on the second 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 and Written Resolutions once approved 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 Bondholders 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 Bondholders. 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 Bondholders ("**Electronic Consent**").

Notice seeking the approval of a Written Resolution (including by way of Electronic Consent) will be published as provided under Condition 9 not less than 15 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 Bondholders who wish to express their approval or rejection of such proposed Written Resolution. Bondholders expressing their approval or rejection before the Written Resolution Date will undertake not to dispose of their Bonds until after the Written Resolution Date.

For the purpose hereof, a "**Written Resolution**" means a resolution in writing signed by the Bondholders of not less than 80 per cent. in nominal amount of the Bonds outstanding.

(g) **Information to Bondholders:** Each Bondholder or Representative thereof will have the right, during the 15-day period preceding the holding of the General Meeting on first convocation or the Written Resolution Date and during the 5-day period preceding the holding of the 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 Bondholders 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 or Written Resolution.

(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 Bondholders, it being expressly stipulated that no expenses may be imputed against interest payable under the Bonds.

(i) **Notice of Decisions:** Decisions of the meetings or any decision taken by the Issuer pursuant to Article R.236-11 of the French *Code de commerce* shall be published in accordance with the provisions set out in Condition 9 not more than 90 days from the date thereof.

(j) **One Bondholder**: If and for so long as the Bonds are held by a single Bondholder, such Bondholder shall exercise all powers, rights and obligations entrusted to the Masse by the provisions of Condition 8. The Issuer shall hold a register of the decisions taken by the sole Bondholder and shall make them available, upon request, to any subsequent holder of any of the Bonds.

For the avoidance of doubt, "**outstanding**" shall not include those Bonds subscribed or purchased by the Issuer that are held and not cancelled pursuant to Article L.213-0-1 of the French *Code monétaire et financier*.

9 Notices

Any notice to the Bondholders will be valid if (i) delivered to the Bondholders through Euroclear France, Euroclear or Clearstream, for so long as the Bonds are cleared through such clearing systems, (ii) so long as the Bonds are admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, on the website of the Luxembourg Stock Exchange (www.bourse.lu) and (iii) published on the website of the Issuer (www.iliad.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 in respect of the Bonds shall become prescribed ten years (in the case of principal) and five 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 Bondholders, issue further bonds to be assimilated (*assimilables*) with the Bonds as regards their financial service, provided that such further bonds and the Bonds shall carry rights identical in all respects (or in all respects except for the first payment of interest thereon) and that the terms of such further bonds shall provide for such assimilation. In the event of such assimilation, the Bondholders and the holders of any assimilated bonds will, for the defence of their common interests, be grouped in a single Masse having legal personality.

12 Governing Law and Jurisdiction

The Bonds are governed by, and shall be construed in accordance with, the laws of France.

Any legal action or proceedings arising out of or in connection with the Bonds will be submitted to the jurisdiction of the competent courts in Paris.

TERMS AND CONDITIONS OF THE 2028 BONDS

The terms and conditions of the 2028 Bonds will be as follows:

The issue of €700,000,000 1.875 per cent. Bonds due 11 February 2028 (the "**Bonds**") of Iliad (the "**Issuer**") has been authorised by resolutions of the Board of Directors (*Conseil d'administration*) of the Issuer dated 9 December 2020 and 4 February 2021. The Issuer will enter into a fiscal agency agreement (the "**Fiscal Agency Agreement**") dated 9 February 2021 with Société Générale as fiscal agent, principal paying agent and calculation agent. The fiscal agent, principal paying agent, the calculation agent and paying agents for the time being are referred to in these Conditions as the "**Fiscal Agent**", the "**Principal Paying Agent**", the "**Calculation Agent**" and the "**Paying Agents**" (which expression shall include the Principal Paying Agent), each of which expression shall include the successors from time to time of the relevant persons, in such capacities, under the Fiscal Agency Agreement, and are collectively referred to as the "**Agents**". References to "**Conditions**" are, unless the context otherwise requires, to the numbered paragraphs below.

1 Form, Denomination and Title

The Bonds are issued on 11 February 2021 (the "**Issue Date**") in dematerialised bearer form in the denomination of €100,000. Title to the Bonds will be evidenced in accordance with Articles L.211-3 and R.211-1 of the French *Code monétaire et financier* by book-entries (*inscription en compte)*. No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the Bonds.

The Bonds will, upon issue, be inscribed in the books of Euroclear France, which shall credit the accounts of the Account Holders. For the purpose of these Conditions, "**Account Holders**" shall mean any intermediary institution entitled to hold accounts, directly or indirectly, with Euroclear France, and includes Euroclear Bank SA/NV ("**Euroclear**") and the depositary bank for Clearstream Banking, S.A. ("**Clearstream**").

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

2 Status and Negative Pledge

(a) Status of the Bonds

The obligations of the Issuer in respect of the Bonds constitute direct, unconditional, unsecured (subject to Condition 2(b)) and unsubordinated obligations and rank and will rank *pari passu* and without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law) equally and rateably with all other present or future unsecured and unsubordinated obligations of the Issuer.

(b) Negative Pledge

So long as any of the Bonds remain outstanding (as defined below), the Issuer will not, and will ensure that none of Free (as defined below) or Free Mobile (as defined below) will not, create or permit to subsist any mortgage, lien (other than a lien arising by operation of law), charge, pledge or other form of security interest (*sûreté réelle*) upon any of their respective business, revenues, property or assets, present or future, to secure any Relevant Debt (as defined below) unless at the same time or prior thereto, the Issuer's obligations under the Bonds are equally and rateably secured therewith.

For the purposes of these Conditions:

"**Free Mobile**" means Free Mobile, a company incorporated as a French *société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Paris under number 499 247 138.

"**Free**" means Free, a company incorporated as a French *société par actions simplifiée* registered with the *Registre du commerce et des sociétés* of Paris under number 421 938 861.

"**Group**" means the Issuer and its consolidated subsidiaries.

"**outstanding**" means, in relation to the Bonds, all the Bonds 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 monies (including all interest accrued on such Bonds to the date for such redemption and any interest payable under Condition 3 after such date) have been duly paid to the Fiscal Agent and (c) those which have been purchased and cancelled as provided in Condition 4.

"**Relevant Debt**" means any present or future indebtedness for borrowed money in the form of, or represented by, bonds or notes (*obligations*) or other similar debt securities (*titres de créance* excluding, for the avoidance of doubt, *titres de créance négociables*) which are for the time being, or are capable of being, quoted, admitted to trading or ordinarily dealt in on any stock exchange, over-the-counter market or other securities market.

3 Interest

The Bonds bear interest at the rate of 1.875 per cent. *per annum*, from and including 11 February 2021 (the "**Interest Commencement Date**") payable annually in arrear on 11 February in each year (each an "**Interest Payment Date**"), commencing on 11 February 2022. The period commencing on, and including, the Interest Commencement Date and ending on, but excluding, the first Interest Payment Date and each successive period commencing on, and including, an Interest Payment Date and ending on, but excluding, the next succeeding Interest Payment Date is called an "**Interest Period**".

Bonds will cease to bear interest from the date provided for their redemption, unless payment of the full amount due in respect of the Bonds is improperly withheld or refused on said date. In such event, the Bonds will continue to bear interest in accordance with this Condition (as well after as before judgment) on the principal amount of such Bonds until whichever is the earlier of (i) the day on which all sums due in respect of such Bonds up to that day are received by or on behalf of the relevant holder and (ii) the day after the Fiscal Agent has notified the holders of the Bonds (the "**Bondholders**") in accordance with Condition 9 of receipt of all sums due in respect of all the Bonds up to that day.

Interest will be calculated on an Actual/Actual (ICMA) basis. If interest is required to be calculated for a period of less than one year, it will be calculated on the basis of a day count fraction which will be calculated by taking 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).

4 Redemption and Purchase

The Bonds may not be redeemed otherwise than in accordance with this Condition 4.

(a) *Final Redemption*

Unless previously redeemed or purchased and cancelled as provided below, the Bonds will be redeemed by the Issuer at their principal amount on 11 February 2028 (the "**Maturity Date**").

(b) *Redemption for Taxation Reasons*

(i) If, by reason of a change in French law or regulation, or any change in the official application or interpretation of such law or regulation, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment due in respect of the Bonds, not be able to make such payment without having to pay additional amounts as specified in Condition 6 below, the Issuer may on any Interest Payment Date, subject to having given not more than 45 nor less than 30 days' prior notice to the Bondholders (which notice shall be irrevocable), in accordance with Condition 9, redeem all, but not some only, of the outstanding Bonds at their principal amount together, if applicable, with interest accrued to the date of such redemption, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable Interest Payment Date on which the Issuer could make payment of principal and interest without withholding for French taxes.

(ii) If the Issuer would on the occasion of the next payment in respect of the Bonds be prevented by French law or regulation from making payment to the Bondholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 6 below, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than seven days' prior notice to the Bondholders in accordance with Condition 9 redeem all, but not some only, of the Bonds then outstanding at their principal amount plus any accrued interest on the latest practicable date on which the Issuer could make payment of the full amount payable in respect of the Bonds without withholding for French taxes, or, if such date is past, as soon as practicable thereafter.

(c) *Redemption at the option of the Issuer*

The Issuer may, subject to compliance with all relevant laws, regulations and directives and to having given not more than 30 nor less than 15 days' notice to the Bondholders (which notice shall be irrevocable and shall specify the date fixed for redemption) in accordance with Condition 9, redeem all (but not some only) of the Bonds at any time prior to 11 November 2027 (the "**Make-Whole Redemption Date**") at an amount per Bond equal to the greater of:

(a) 100 per cent. of the principal amount of the Bonds; or

(b) as determined by the Calculation Agent (as defined below), the sum of the then current values of (i) the of principal amount of the Bonds and (ii) the remaining scheduled payments of interest from the Make-Whole Redemption Date to, and including, 11 November 2027 (determined on the basis of the interest applicable to such Bond, excluding any interest accrued on the Bonds from and including the Issue Date or, as the case may be, the scheduled Interest Payment Date immediately preceding such Make-Whole Redemption Date to, but excluding, the Make-Whole Redemption Date) discounted to the Make-Whole Redemption Date on an annual basis (based on the actual number of days elapsed divided by 365 or (in the case of a leap year) by 366) at the Reference Dealer Rate (as defined below) plus 0.40 per cent.,

plus, in each case, any interest accrued on the Bonds from and including the Issue Date or, as the case may be, the scheduled Interest Payment Date immediately preceding such Make-Whole Redemption Date to, but excluding, the Make-Whole Redemption Date.

For the purposes of this Condition 4(c):

"**Calculation Agent**" means Société Générale;

"**Reference Bund**" means the €22,000,000,000 0.00 per cent. German Federal Government Bonds of Bundesrepublik Deutschland due November 2027 with ISIN DE0001102523;

"**Reference Dealers**" means BNP Paribas, Crédit Agricole Corporate and Investment Bank, Natixis and Société Générale;

"**Reference Dealer Rate**" means, with respect to the Make-Whole Redemption Date, the average of the four quotations of the mid-market annual yield to maturity of the Reference Bund at 11.00 a.m. (Central European time) on the fourth business day in Paris preceding the Make-Whole Redemption Date quoted in writing to the Calculation Agent by the Reference Dealers or, if the Reference Bund is no longer outstanding, a Similar Security, at 11.00 a.m. (Central European time) on the third business day in Paris preceding the Make-Whole Redemption Date quoted in writing to the Calculation Agent by the Reference Dealers; and

"**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 Bonds that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Bonds.

All notifications, opinions, determinations, certifications, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 4(c) by the Calculation Agent shall (in the absence of willful default, bad faith or manifest error) be binding on the Issuer and the Bondholders and (in the absence as aforesaid) no liability to the Issuer or the Bondholders shall attach to the Calculation Agent in connection with the exercise or non-exercise of its powers, duties and discretions.

(d) *Redemption at the option of Bondholders following a Change of Control*

If at any time while any Bond remains outstanding, there occurs a Change of Control (as defined below), the holder of such Bond will have the option (the "**Put Option**") within the Put Option Period (as defined below) (unless, prior to the giving of the Put Event Notice, the Issuer gives notice of its intention to redeem the Bonds under Conditions 4(b) (Redemption for taxation reasons), 4(c) (Redemption at the option of the Issuer) or 4(e) (Residual Maturity Call Option)) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of that Bond, on the Optional Redemption Date at its principal amount together with (or where purchased, together with an amount equal to) interest accrued to, but excluding, the Optional Redemption Date.

A "**Change of Control**" shall be deemed to have occurred each time that any person (or group of persons acting in concert (having the meaning given in Article L.233-10 of the French *Code de commerce*)), other than Xavier Niel, together with his spouse or domestic partner, his descendants and/or any holding company controlled by any one or more or them, controls or acquires the control (having the meaning given in Article L.233-3 II of the French *Code de commerce*) of the Issuer.

Promptly upon the Issuer becoming aware that a Change of Control has occurred, the Issuer shall give notice (a "**Put Event Notice**") to the Bondholders in accordance with Condition 9 specifying the nature of the Change of Control, the circumstances giving rise to it, the Put Option Period and, more generally, the procedure for exercising the Put Option contained in this Condition 4(d).

"**Put Option Period**" means the period commencing on the day following the date of the publication of the Put Event Notice in accordance with Condition 9 and ending on the 45th day thereafter.

To exercise the Put Option to require redemption or, as the case may be, purchase of the Bonds following a Change of Control, a Bondholder must transfer or cause to be transferred its Bonds to be so redeemed or purchased to the account of the Fiscal Agent specified in the Put Option Notice (as defined below) for the account of the Issuer within the Put Option Period together with a duly signed and completed notice of exercise obtainable from the specified office of the Paying Agent (a "**Put Option Notice**") and in which the Bondholder may specify a bank account to which payment is to be made under this Condition 4(d).

A Put Option Notice once given shall be irrevocable. The Issuer shall redeem or, at the option of the Issuer procure the purchase of, the Bonds in respect of which the Put Option has been validly exercised as provided above and subject to the transfer of such Bonds to the account of the Fiscal Agent for the account of the Issuer, on the date which is the fifth business day following the end of the Put Option Period (the "**Optional Redemption Date**"). Payment in respect of such Bonds will be made in Euro on the Optional Redemption Date by transfer to the bank account specified in the Put Option Notice and otherwise subject to the provisions of Condition 5.

For the avoidance of doubt, the Issuer shall have no responsibility for any cost or loss of whatever kind which the Bondholder may incur as a result of or in connection with such Bondholder'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).

(e) *Residual Maturity Call Option*

The Issuer may, subject to compliance with all relevant laws, regulations and directives and to having given not more than 30 nor less than 15 days' irrevocable notice to the Bondholders (which notice shall be irrevocable and shall specify the date fixed for redemption) in accordance with Condition 9, redeem all (but not some only) of the Bonds at par together with interest accrued to, but excluding, the date fixed for redemption at any time as from 11 November 2027.

(f) *Clean-Up Call Option*

If 80 per cent. or more in principal amount of the Bonds have been redeemed or purchased and cancelled by the Issuer, the Issuer may, on not less than 30 nor more than 60 days' notice to the Bondholders, redeem on a date to be specified in such notice (the "**Clean-Up Redemption Date**"), at its option, all (but not some only) of the remaining Bonds at their principal amount, together with interest accrued to but excluding the Clean-Up Redemption Date.

(g) *Purchases*

The Issuer may at any time purchase Bonds together with rights to interest relating thereto in the open market or otherwise at any price. Bonds purchased by the Issuer may be held and resold in accordance with applicable laws and regulations for the purpose of enhancing the liquidity of the Bonds or cancelled.

(h) *Cancellation*

All Bonds which are redeemed or purchased by the Issuer for cancellation pursuant to this Condition will forthwith be cancelled and accordingly may not be reissued or sold.

5 Payments

(a) Method of Payment

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

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

Payments of principal and interest on the Bonds will, in all cases, be subject to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 6.

(b) Payments on Business Days

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

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

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

(c) Fiscal Agent, Paying Agents and Calculation Agent

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

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, Paying Agent, Calculation Agent and/or appoint additional or 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 Fiscal Agent and a Principal Paying Agent having a specified office in a European city. Notice of any such change or any change of specified office shall promptly be given to the Bondholders in accordance with Condition 9.

6 Taxation

(a) Withholding Tax Exemption

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

(b) *Additional Amounts*

If, pursuant to French laws or regulations, payments of principal or interest in respect of any Bond are subject to deduction or withholding in respect of any present or future taxes, duties, assessments or other 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, the Issuer shall, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that the holder of each Bond, after such deduction or withholding, will receive the full amount then due and payable thereon in the absence of such deduction or withholding; provided, however, that the Issuer shall not be liable to pay any such additional amounts in respect of any Bond to, or to a third party on behalf of, a Bondholder who is liable to such taxes, duties, assessments or other governmental charges in respect of such Bond by reason of his having some connection with France other than the mere holding of such Bond.

Any references to these Conditions to principal and interest shall be deemed also to refer to any additional amounts which may be payable under the provisions of this Condition 6.

7 Events of Default

If any of the following events (each an "**Event of Default**") shall have occurred and be continuing:

a) in the event of default by the Issuer in the payment of principal and interest on any of the Bonds, if such default shall not have been cured within 15 days thereafter; or

b) in the event of default by the Issuer in the due performance of any provision of the Bonds other than as referred in Condition 7(i) above, if such default shall not have been cured within 30 days after receipt by the Issuer of written notice of such default given by the Representative (as defined in Condition 8); or

c) any other present or future indebtedness of the Issuer, Free (as defined in Condition 2(b)) or Free Mobile (as defined in Condition 2(b)) for borrowed monies in excess of €100,000,000 (or its equivalent in any other currency), whether individually or in the aggregate, becomes, or any creditor in respect of such indebtedness becomes entitled under the terms thereof to declare such indebtedness, following, where applicable, the expiry of any originally applicable grace period, due and payable prior to its stated maturity as a result of a default thereunder, or any such indebtedness shall not be paid when due or, as the case may be, within any originally applicable grace period therefor or any steps shall be taken to enforce any security in respect of any such indebtedness or any guarantee or indemnity given by the Issuer for, or in respect of, any such indebtedness of others shall not be honoured when due and called upon; or

d) a judgement is issued for the judicial liquidation (*liquidation judiciaire*) or for a transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer, Free or Free Mobile; or, to the extent permitted by law, the Issuer, Free or Free Mobile is subject to any other insolvency or bankruptcy proceedings under any applicable laws or the Issuer, Free or Free Mobile makes any conveyance, assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors; or

e) (a) the Issuer, Free or Free Mobile ceases to carry on the whole or substantially all of its business, (b) the Issuer ceases to hold at least two-thirds of the share capital and voting rights normally exercisable at general meetings of shareholders, Free or Free Mobile or (c) an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of (A) the Issuer, otherwise than for the purposes of or pursuant to an amalgamation, reorganisation, merger, consolidation, or restructuring or other similar arrangement whilst solvent (including, without limitation, any *scission,* any *fusion-absorption* or any *apport partiel* *d'actifs* under French law) where the entity resulting from or surviving following such amalgamation, reorganisation, merger, consolidation or restructuring or similar arrangement, expressly or as a matter of law assumes all of the obligations under the Bonds or (B) Free or Free Mobile, otherwise than for the purposes of or pursuant to an amalgamation, reorganisation, merger, consolidation, or restructuring or other similar arrangement whilst solvent (including, without limitation, any *scission,* any *fusion-absorption* or any *apport partiel d'actifs* under French law) where the entity resulting from or surviving following such amalgamation, reorganisation, merger, consolidation or restructuring or similar arrangement, is a member of the Group,

then the Representative upon request of any Bondholder shall, by written notice to the Issuer with copy for information purposes to the Fiscal Agent given before all continuing Events of Default shall have been cured, cause all the Bonds (but not some only) held by such Bondholder to become immediately due and payable as of the date on which such notice for payment is received by the Issuer without further formality at the principal amount of the Bonds together with any accrued interest thereon.

8 Representation of the Bondholders

Bondholders will be grouped automatically for the defence of their common interests in a masse (the "**Masse**"). The Masse will be governed by the provisions of the French *Code de commerce*, and with the exception of Articles L.228-48, L.228-59, L.228-65 I 1° and 6°, L.228-65 II, R.228-61, R.228-63, R.228-67, R.228-69, R.228-79 (first paragraph) and R.236-11 of the French *Code de commerce* 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 Bondholders (the "**General Meeting**").

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

b) **Representative of the Masse:** The following person is designated as Representative of the Masse:

Association de représentation de la masse de titulaires de valeurs mobilières
Centre Jacques Ferronnière
32 rue du Champ de Tir - B.P. 81236
44312 Nantes Cedex 3
France

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

The Issuer shall pay to the Representative of the Masse an amount equal to €400 per annum paid upfront on the Issue Date.

In the event of dissolution, death, retirement or revocation of appointment of the Representative, an alternate Representative will be elected by the General Meeting.

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 Bondholders.

All legal proceedings against the Bondholders 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 Bondholders, holding together at least one-thirtieth of the principal amount of the Bonds 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 months after such demand, the Bondholders may commission one of their members to petition a competent court in Paris 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 15 days prior to the date of such General Meeting on first convocation, and 5 days on second convocation.

Each Bondholder has the right to participate in a General Meeting in person, by proxy, correspondence, or videoconference or any other means of telecommunications allowing the identification of the participating Bondholders as provided *mutatis mutandis* by Article R.223-20-1 of the French *Code de commerce*. Each Bond carries the right to one vote.

e) **Powers of the General Meetings:** The General Meeting is empowered to deliberate on the dismissal and replacement of the Representative and the alternate 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 Bonds, including authorising the Representative to act at law as plaintiff or defendant.

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 Bondholders, nor establish any unequal treatment between the Bondholders, nor to decide to convert Bonds into shares.

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

In accordance with Article R.228-71 of the French *Code de commerce*, the rights of each Bondholder to participate in General Meetings will be evidenced by the entries in the books of the relevant Account Holder of the name of such Bondholder on the second 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 and Written Resolutions once approved 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 Bondholders 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 Bondholders. 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 Bondholders ("**Electronic Consent**").

Notice seeking the approval of a Written Resolution (including by way of Electronic Consent) will be published as provided under Condition 9 not less than 15 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 Bondholders who wish to express their approval or rejection of such proposed Written Resolution. Bondholders expressing their approval or rejection before the Written Resolution Date will undertake not to dispose of their Bonds until after the Written Resolution Date.

For the purpose hereof, a "**Written Resolution**" means a resolution in writing signed by the Bondholders of not less than 80 per cent. in nominal amount of the Bonds outstanding.

g) **Information to Bondholders:** Each Bondholder or Representative thereof will have the right, during the 15-day period preceding the holding of the General Meeting on first convocation or the Written Resolution Date and during the 5-day period preceding the holding of the 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 Bondholders 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 or Written Resolution.

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 Bondholders, it being expressly stipulated that no expenses may be imputed against interest payable under the Bonds.

i) **Notice of Decisions:** Decisions of the meetings or any decision taken by the Issuer pursuant to Article R.236-11 of the French *Code de commerce* shall be published in accordance with the provisions set out in Condition 9 not more than 90 days from the date thereof.

j) **One Bondholder**: If and for so long as the Bonds are held by a single Bondholder, such Bondholder shall exercise all powers, rights and obligations entrusted to the Masse by the provisions of Condition 8. The Issuer shall hold a register of the decisions taken by the sole Bondholder and shall make them available, upon request, to any subsequent holder of any of the Bonds.

For the avoidance of doubt, "**outstanding**" shall not include those Bonds subscribed or purchased by the Issuer that are held and not cancelled pursuant to Article L.213-0-1 of the French *Code monétaire et financier*.

9 Notices

Any notice to the Bondholders will be valid if (i) delivered to the Bondholders through Euroclear France, Euroclear or Clearstream, for so long as the Bonds are cleared through such clearing systems, (ii) so long as the Bonds are admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, on the website of the Luxembourg Stock Exchange (www.bourse.lu) and (iii) published on the website of the Issuer (www.iliad.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 in respect of the Bonds shall become prescribed ten years (in the case of principal) and five 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 Bondholders, issue further bonds to be assimilated (*assimilables*) with the Bonds as regards their financial service, provided that such further bonds and the Bonds shall carry rights identical in all respects (or in all respects except for the first payment of interest thereon) and that the terms of such further bonds shall provide for such assimilation. In the event of such assimilation, the Bondholders and the holders of any assimilated bonds will, for the defence of their common interests, be grouped in a single Masse having legal personality.

12 Governing Law and Jurisdiction

The Bonds are governed by, and shall be construed in accordance with, the laws of France.

Any legal action or proceedings arising out of or in connection with the Bonds will be submitted to the jurisdiction of the competent courts in Paris.

USE AND ESTIMATED NET AMOUNT OF PROCEEDS

The estimated net proceeds from the issue of the Bonds will amount to €1,293,502,200 (€597,020,400 in respect of the 2024 Bonds and €696,481,800 in respect of the 2028 Bonds) and will be used in full to refinance the Acquisition (as defined in the section headed "Recent Developments" below).

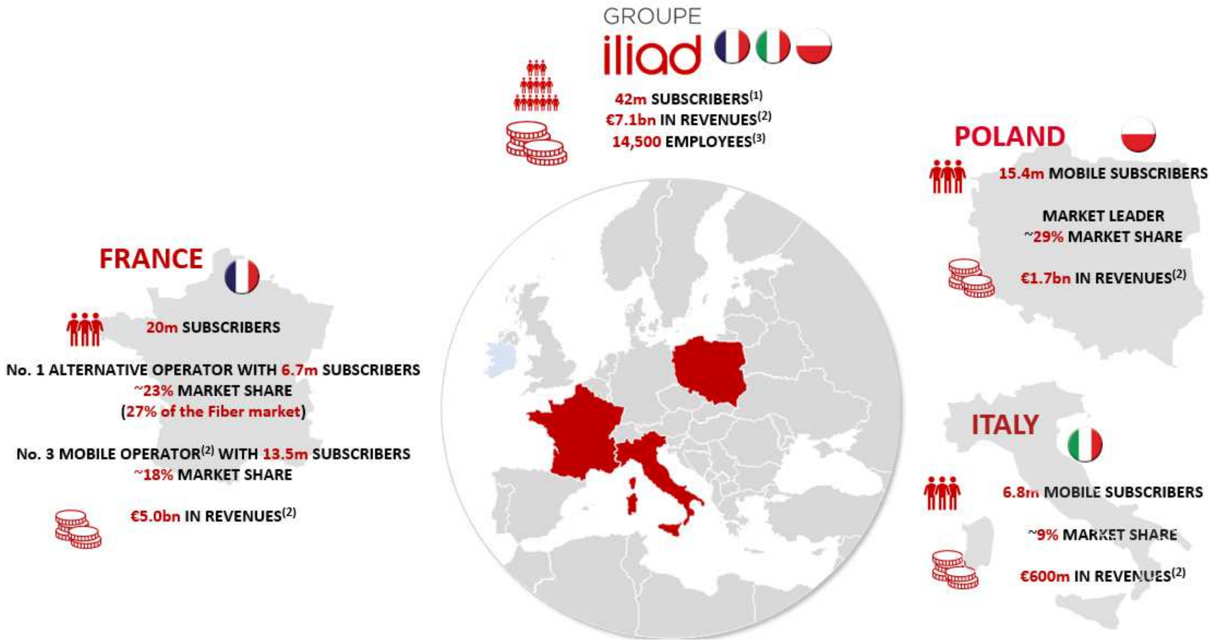
RECENT DEVELOPMENTS

In the following section, "iliad" means the Issuer.

Acquisition of Play

The Issuer recently finalised the acquisition (the "**Acquisition**") of 100% of the shares of P4 sp. z o.o., the holding company of the Polish mobile operator Play ("**Play**") announced in the press releases dated 21 September 2020, 23 October 2020, 17 November 2020 and 21 December 2020 included below.

The iliad Group at a glance



(1) Q3 2020
(2) Over the past 12 months ending on 30 September 2020, estimated Group figures
(3) Q4 2020 with Poland

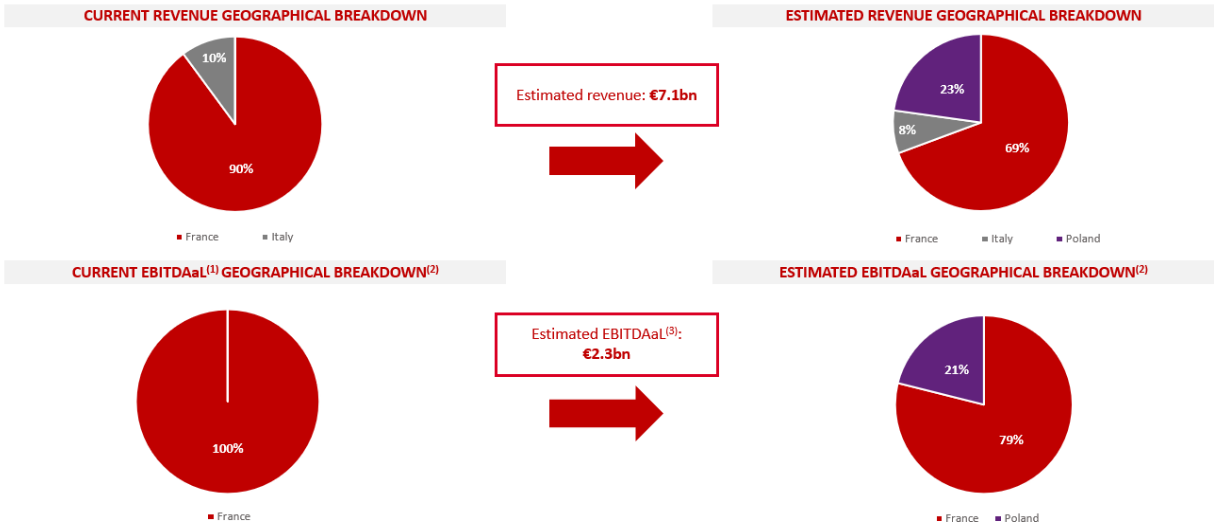
Cost of the Acquisition

The total cost of the Acquisition (excluding any transaction costs) can be estimated at EUR 2,222,389,033 based on the following elements:

- acquisition by the Issuer of 246,131,028 Play shares at a price of PLN 39 per share as part of the public tender offer, which implies a cash consideration of PLN 9,599,110,092;
- squeeze-out procedure for the remaining Play shares that were not tendered in the offer, representing a total of 8,494,848 Play shares, at the same per-share price proposed in the public tender offer, *i.e.* PLN 39, which implies a cash consideration of PLN 331,299,072;
- spot PLN/EUR rates of 0.224 and 0.222 on 20 November 2020 and 21 December 2020 respectively, which resulted in to two cash considerations of respectively EUR 2,148,797,925 and EUR

73,591,107.73 and a total estimated cash consideration of EUR 2,222,389,033 excluding transaction costs.

Estimated revenue and EBITDAaL[2]

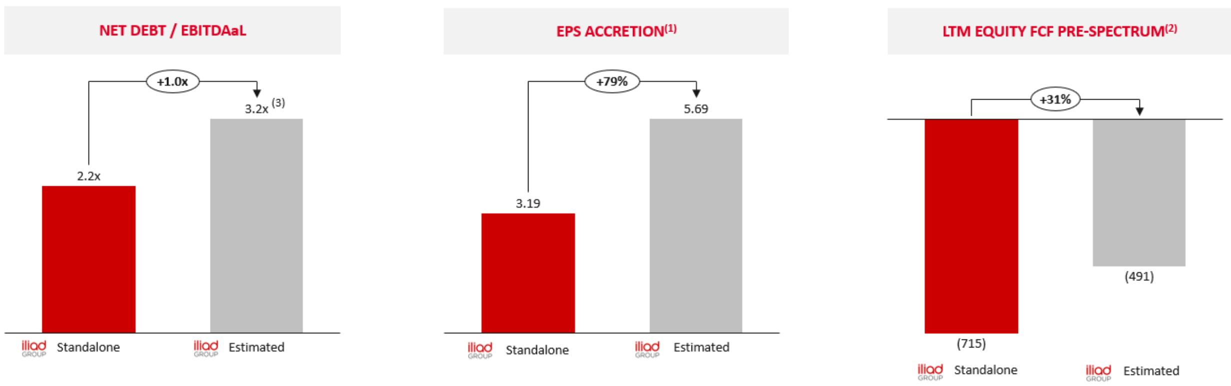


Note: Based on a 12-month period ending on 30 June 2020, with Play financials converted to euro at a PLN/EUR rate of 4.3575 (based on the average PLN/EUR rate for such period), and excluding any contribution from Ireland.

(1) Italy excluded due to negative EBITDAaL

(2) Including negative contribution from Italy

Impact on iliad regarding leverage[3] and key metrics



Note: Based on a 12-month period ending on 30 June 2020 and on a cost of debt assumed at 3.00% and Play financials converted to euro at historical quarterly PLN/EUR rate (period average basis for all except net debt which is on a period-end basis); average and period-end a PLN/EUR rate computed for last twelve months figure.

(1) Last twelve months ending on 30 June 2020. Iliad Standalone adjusted for €1,683m of exceptional items, principally related to iliad's sale of its towers in France and Italy to Cellnex

(2) Equity FCF calculated as EBITDAaL less cash capex, tax paid, interest paid (incl. leases) and working capital

(3) Excluding positive impact of tower deal with Cellnex. Net debt / EBITDAaL of Play < 2.5x as at 30 June 2020

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2 EBITDaAL: Profit from ordinary activities before depreciation, amortization and impairment of property, plant and equipment and intangible assets, and the impact of share-based payment expense.

3 Leverage: Represents the ratio between net debt and EBITDAaL.
Net debt: Short- and long-term financial liabilities less cash and cash equivalents.

Press releases

Press release dated 21 January 2021

The iliad Group makes 10 pledges to achieve carbon neutrality (net zero emissions) by 2035

- Today the iliad Group is publishing its Climate Strategy – the product of two years of collective work.
- We have set ourselves ambitious objectives for achieving carbon neutrality in France and Italy, with three milestones: 2021, 2035 and 2050.
- We're making 10 pledges today and plan to invest 1 billion euros over the next 15 years to achieve carbon neutrality.

Today the iliad Group is publishing its climate strategy. This is the product of two years' work, which mobilized 80 Group employees and is rooted in our fundamental values of transparency, efficiency and solidarity.

The Group has been taking action to limit the impact of its business on the environment for almost ten years now. However, in view of the climate emergency the planet is currently facing, we firmly believe we now need to go even further and intend to invest €1 billion over the coming 15 years to achieve carbon neutrality in France and Italy. As we only acquired the Polish mobile operator, Play, in late 2020, this strategy does not yet apply to Poland, but work is already underway to include it in the Group's carbon assessment process.

A strategy with 3 milestones

We've set ourselves ambitious objectives to achieve carbon neutrality in France and Italy, with 3 milestones:

- **By 2021:** for 100% of our electricity supplies to come from renewable sources
- **By 2035** – 15 years ahead of the Paris Agreement target date – net zero for our direct emissions[4]
- **By 2050**, net zero emissions for our most significant indirect emissions[5].

Our 10 pledges

Today the Group is making 10 pledges to achieve its carbon neutrality objectives. One or more indicators have been identified for each pledge and we are also committing to communicate transparently about tracking these indicators over the coming decades.

Mobilize our resources

No. 1 Invest €1 billion over 15 years to meet our objectives

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[4] Scope 1: Direct emissions from sources that are owned or controlled by the organization – Scope 2: Emissions generated by the production of electricity used by the organization

[5] Scope 3: Other indirect emissions generated by the supply chain and not controlled by the organization

Transform our businesses

No. 2 Improve the energy efficiency of our Fixed and Mobile networks

No. 3 Ensure our data centers have advanced environmental performance

No. 4 Further enhance the environmental performance of our Freeboxes

No. 5 Deploy an environmentally-friendly sales strategy

No. 6 Deploy a responsible procurement policy

No. 7 Reduce emissions generated by our fleet of 4,200 vehicles

Contribute to global carbon neutrality

No. 8 Help create more renewable energy capacity

No. 9 Invest in carbon sinks

Communicate transparently

No.°10 Set up a climate performance tracking system

Thomas Reynaud, CEO of the iliad Group said: *"Telecoms are a catalyst for environmental transition. And we can't legitimately promote environmental change unless we're 100% committed ourselves. It's all about being coherent and consistent. Today iliad is making 10 strong pledges to achieve carbon neutrality for its direct emissions by 2035. And we intend to walk the talk by mobilizing all the necessary financial, technical and human resources and investing €1 billion over the next 15 years".*

Press release dated 21 December 2020

Launch of a squeeze-out procedure for Play's shares following iliad's friendly takeover

Following the success of iliad's public buyout offer for the Polish telecommunications operator, Play, iliad will launch a squeeze-out procedure on December 23, 2020 for all of the Play shares that were not tendered to the offer. These represent a total 8,494,848 Play shares, i.e. 3.3% of the company's capital.

The cash compensation paid for the squeeze-out will be the same as the per-share price proposed in the public buyout offer, i.e. 39 zlotys per share.

A request for Play's shares to be de-listed will be made shortly.

Press release dated 20 November 2020

iliad's friendly public tender offer for the Polish telecom operator, Play, is a success, with iliad now holding 96.7% of Play's capital and voting rights

The iliad Group is delighted to announce the success of its public tender offer for the Polish telecom operator, Play. Following the settlement of the offer – the results of which have just been publicly disclosed – iliad will own 246,131,028 Play shares, representing 96.7% of Play's capital and voting rights.

Play's Board of Directors has been reorganized to reflect iliad's acquisition of control over the company, and it now includes six directors put forward by iliad and three independent directors.

The settlement-delivery of the offer will take place on November 25, 2020.

Thomas Reynaud, Chief Executive Officer of iliad, said: "*We are glad that our public tender offer has been accepted by 96.7% of Play shareholders. Iliad wishes to support Play to expand its footprint in the Polish mobile market and facilitate Play's entry into the fixed-line services market to benefit both the retail and business market in Poland. This acquisition represents an important step for Iliad, which now has 42 million subscribers in Europe across France, Italy and now Poland*".

Jean-Marc Harion, Chairman of Play's Management Board, said: "*We are delighted with the resounding success of the tender offer. This new chapter in Play's history comes on the back of 15 years of exceptional growth, which has made it Poland's leading mobile operator with over 15 million subscribers. I would like to express my heartfelt thanks to our 2,800 employees who have helped Play reach such a high level of excellence. We, in Play, are proud to become part of the 6th biggest operator in Europe.*"

Press release dated 18 November 2020

The EIB and iliad sign a new €300 million loan agreement to finance 4G and 5G network rollouts

The iliad Group and the European Investment Bank (EIB) have set up a new €300 million loan to help the Group finance its mobile network rollouts in France, particularly to densify its 4G network and deploy its 5G network.

Having helped to finance iliad's fixed network rollouts for over ten years now, the EIB is once again partnering the Group by providing financial support for rolling out its latest-generation mobile networks. This new loan brings iliad's total amount of EIB financing to over €1.1 billion since 2009.

At iliad, network rollouts remain an absolute priority. On average, the Group invests almost 30% of its revenues in its rollouts every year, making a total of nearly €7.5 billion over the last five years. iliad's large-scale rollout drive illustrates how deeply committed it is to the objective of giving the whole of France digital coverage, including in the most rural areas. This commitment can be clearly seen in the Group's involvement in the French government's "New Deal for Mobile" program.

Thanks to its investments, the Group now has more than 18,800 mobile sites across Metropolitan France and offers 4G coverage to 97.8% of the French population.

"*We're delighted with this partnership with the EIB, which will enable us to actively pursue the rollout and densification of our mobile networks. Providing the best connectivity to everyone, nationwide, is what we're working together to achieve at iliad. We intend to pursue our rollouts at a brisk pace, particularly in view of the upcoming launch of our 5G offers and entry into the B2B market*", **said Thomas Reynaud, Chief Executive Officer of the iliad Group**.

"*Supporting innovation and the deployment of new technologies is a priority for the European Investment Bank. That is why I'm delighted to announce this new loan granted to the iliad Group*", **said Ambroise Fayolle, Vice-President of the EIB, adding** "*In the current health crisis, it is more important than ever for everyone, everywhere, to have access to reliable and high-quality connectivity. By granting this loan to iliad we are supporting the development and appeal of France's regions, particularly for rural and isolated areas.*"

Thanks to the EIB's triple-A rating, the loan's underlying financial terms are very attractive. It also has a long maturity of up to eight years, which is particularly suited to the type and duration of the Group's capital expenditure.

Press release dated 17 November 2020

Innovation, commercial wins, massive rollouts, and business growth in France: iliad reaffirms its fundamentals in Q3 2020

The iliad Group reaffirmed its fundamentals in the third quarter of 2020: innovation, with the success of the Freebox Pop; growth, with the acquisition of operator Play, commercial wins in both France and Italy and a fast pace of rollouts across France and Italy. iliad delivered a solid financial performance in Q3, with consolidated revenues up 6.3% year on year.

- The Group had the highest number of Fixed net adds in France during the quarter[6].
- iliad's robust third-quarter performance confirms its structural return to growth in France.
- Fixed and Mobile network rollouts continued at a brisk pace during the quarter, despite the difficult operating context.
- On September 21, iliad announced its intention to acquire the Polish mobile operator, Play.

The Group had the highest number of Fixed net adds in France in Q3 2020.

With a total 99,000 net new subscribers in third-quarter 2020, iliad registered its best performance since the fourth quarter of 2012. These figures were fueled by:

- **An increase in gross sales** due to the commercial success of the Freebox Pop – which attracted a very large number of subscribers in under three months – as well as renewed demand for the Freebox Delta.
- **Record high net adds for Fiber**, with 299,000 new subscribers in third-quarter 2020 and a Fiber subscriber base that has now topped 2.5 million.

The Group's robust third-quarter performance confirms its structural return to growth in France.

The solid financial performance in the third quarter of 2020 directly reflects the Group's commercial success during the period.

- Consolidated revenues **rose 6.3%** year on year.
- In **France**, the Group's revenues came to €1,252 million, up 1.9% despite a sharp drop in roaming revenues during the quarter. In **Italy**, revenues totaled €171 million, up 56.3% thanks to growth in the subscriber base.

The Group's Fixed and Mobile network rollouts continued at a brisk pace during the quarter.

- In **France**, iliad deployed over 550 new mobile sites and equipped nearly 1,300 sites for 700 MHz. The Group now has 18,800 mobile sites across Metropolitan France and offers 4G coverage to 97.8% of the French population. It is the operator that has rolled out the largest number of new 4G sites in Metropolitan France since the start of 2020.
- In **Italy**, iliad deployed some 770 mobile sites in third-quarter 2020, and by October 31 it had reached its year-end objective of having over 5,000 active sites.

[6] Internal estimate.

On September 21, the Group announced its intention to acquire the Polish mobile operator, Play, by launching a public tender offer and securing the purchase of a 40% controlling interest from Play's two reference shareholders.

This transaction received clearance from the European Commission on October 27, paving the way for a new chapter in the Group's history.

Commenting on iliad's third-quarter performance, Thomas Reynaud, the Group's Chief Executive Officer, said:

"*Despite the Covid-19 crisis and the complicated operating context it has caused, iliad has stayed on course, showing strength and solidarity and affirming its fundamentals: innovation, with the launch of the Freebox Pop and the Free-Ligue 1 Uber Eats app; commercial wins in France and Italy; a fast pace of network rollouts; and growth, with the acquisition of Play. The iliad Group also continues to be a dynamic employer, with the creation of over 400 net jobs in France since the start of 2020. The aim of what we're working together to achieve has never been more important: connectivity for everyone!*"

Key operating performance indicators at September 30, 2020

France	**Sept. 30, 2020**	**June 30, 2020**	**3-month change**
Total mobile subscribers	**13,476k**	**13,406k**	**+70k**
• *Of which on the Free Mobile Unlimited 4G Plan**	8,503k	8,383k	+120k
• *Of which on the voice-based plan*	4,973k	5,023k	-50k
Average 4G data usage (in GB per month per subscriber)	16.0	16.6	-0.6
Total Broadband and Ultra-Fast Broadband subscribers	**6,671k**	**6,572k**	**+99k**
• *Of which Fiber*	2,517k	2,218k	+299k
• *Fiber take-up rate*	37.7%	33.7%	+4.0 pts
Total number of subscribers – France	**20,147k**	**19,978k**	**+169k**
Number of connectible Fiber sockets	**18,200k**	**16,750k**	**+1,450k**
	Q3 2020	**Q2 2020**	**Q3 2019**
Broadband and Ultra-Fast Broadband ARPU** (in €)	31.8	31.9	32.5
Excluding e-books	31.8	31.9	31.6
Mobile ARPU invoiced to subscribers** (in €)	10.9	10.2	10.6
Excluding e-books	10.9	10.2	10.3
Italy	**Sept. 30, 2020**	**June 30, 2020**	**3-month change**
Total mobile subscribers	**6,840k**	**6,260k**	**+580k**

** 50/100 GB for non-Freebox subscribers.*
*** See glossary for definition.*

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Consolidated revenues

The Group's consolidated revenues rose 6.6% year on year in the first nine months of 2020, led by (i) ongoing strong sales momentum in Italy (€483 million in revenues for the nine-month period) and (ii) a 1.8% increase in services revenues in France, which offset (iii) a 14.2% decrease in sales of devices.

The table below shows the breakdown of consolidated revenues by category for the nine-month and three-month periods ended September 30, 2020 and September 30, 2019.

Third-quarter and nine-month revenues

In € millions	Q3 20	Q3 19	% change	9M 20	9M 19	% change
Revenues – France	**1,252**	**1,229**	**+1.9%**	**3,728**	**3,660**	**+1.8%**
By type of revenues:						
- Fixed services	673	661	+1.7%	2,009	1,973	+1.8%
- Mobile services	537	524	+2.4%	1,578	1,521	+3.7%
Of which invoiced to subscribers	439	423	+4.0%	1,270	1,212	+4.8%
- Devices	44	45	-2.7%	146	171	-14.2%
- Intercompany sales – France	(1)	(1)	-	(5)	(5)	-
By segment:						
- B2C	1,233	1,211	+1.8%	3,674	3,615	+1.6%
- B2B	19	17	+8.1%	54	46	+16.6%
Revenues – Italy	**171**	**109**	**+56.3%**	**483**	**286**	**+68.6%**
Intra-group sales	(2)	(2)	-	(5)	(2)	-
Services revenues – France	**1,209**	**1,185**	**+2.0%**	**3,587**	**3,494**	**+2.6%**
Consolidated services revenues	**1,380**	**1,294**	**+6.6%**	**4,069**	**3,780**	**+7.6%**
Consolidated revenues	**1,420**	**1,336**	**+6.3%**	**4,205**	**3,944**	**+6.6%**

France

The Group's revenues in France increased 1.9% in the third quarter of 2020 to €1,252 million, with services revenues rising 2.0% (4.5% excluding the impact of e-books).

Fixed services revenues

Services revenues for the Fixed business climbed 1.7% to €673 million in third-quarter 2020. The main factors underlying this performance were as follows:

- **A record showing for Fiber, with 299,000 net adds during the quarter.** The Group had over 2.5 million Fiber subscribers and 18.2 million connectible sockets at end-September. The Fiber take-up rate among the Group's subscriber base is now almost 38%, up by more than 14 points in the space of 12 months.

- **Best Fixed net-adds performance** since the fourth quarter of 2012, with 99,000 new subscribers in third-quarter 2020, thanks to:
    - **Fiber acting as a tool for winning new subscribers**. Over half of those signing up to Free Fiber are completely new subscribers (i.e., not switching from other plans), and our new subscribers in non-densely populated areas have reached a record high, demonstrating the success of our local communication campaigns.
    - **An increase in gross sales**, reflecting the successful launch of the Freebox Pop and renewed demand for the Freebox Delta.
- **A 70-euro-cent year-on year decrease in ARPU to €31.8**. Unlike in the third quarter of 2019, ARPU was not lifted by the inclusion of the e-book offering. Excluding the impact of e-books, ARPU rose 0.6%, reflecting the improved customer mix and the effect of subscribers switching to plans that are not part of promotional deals, the accretive effect of which was partly offset by the rise in gross sales.
- An 8.1% overall revenue increase for the **B2B segment**, representing slower growth than in previous quarters. Jaguar Networks' growth accelerated during the period, with revenues up 16.2%, but this positive effect was partly offset by an unfavorable basis of comparison for Scaleway's B2B activities.

Mobile services revenues

Following a second quarter that was adversely impacted by the Covid-19 crisis, Mobile services revenues picked up in the third quarter, rising 2.4% to €537 million. This increase was fueled by a re-acceleration in growth for revenues invoiced to subscribers, which were up 4% to €439 million. The main factors affecting Mobile services revenues in third-quarter 2020 were as follows:

- **120,000 net adds for the Group's 4G plans** – our best quarterly performance in the past 12 months – which pushed up our total 4G subscriber base to more than 8.5 million at end-September. The Group continued to improve its subscriber mix during the period, and its total mobile subscriber base increased by a net 70,000 subscribers. At September 30, 2020, the Group had a total of 13.48 million mobile subscribers in France.
- **A robust increase in revenues invoiced to subscribers**, which rose almost 4% to €439 million (7.2% excluding the impact of e-books), despite a 55% decrease in roaming revenues. This good performance reflects (i) the Group's successful strategy of switching subscribers on the voice-based plan to the Free Mobile Unlimited 4G Plan (50/100 GB for non-Freebox subscribers), (ii) the fact that a high number of Série Free Plan subscribers are being automatically switched to the Free Mobile Unlimited 4G Plan after 12 months, and (iii) the lower churn rate. All of these factors drove a 2.8% increase in ARPU to €10.9 (5.8% increase excluding the impact of e-books).
- A 4.1% **decrease in Other Mobile revenues** to €97 million, **after two quarters of growth**. Primarily stemming from interconnections between operators for voice and text message services, these revenues generate low margins and have been adversely affected from a structural standpoint by a decreasing use of text messages as mobile data usage rises. However, this structural revenue decrease was halted in the first two quarters of the year due to the higher number of voice calls and text messages during the national lockdown in France.
- **Ongoing brisk pace of rollouts**. During the third quarter, Free deployed over 550 new mobile sites and equipped nearly 1,300 sites for 700 MHz. At end-September, the Group had almost 18,800 sites in Metropolitan France, of which some 17,700 are 4G, with 96% of its 4G sites equipped for 700 MHz. At the same date, the Group's mobile network covered more than 98.4% of the French population for 3G and 97.8% for 4G.

Revenues from devices

Sales of devices contracted 2.7% in third-quarter 2020 to €44 million, primarily reflecting an unfavorable basis of comparison with third-quarter 2019, when the figure was boosted by sales of the Freebox Delta Player.

Italy

Revenues generated by the Group in Italy totaled €171 million in third-quarter 2020, up 56% year on year. The operating context remained difficult during the quarter, despite Italy coming out of lockdown, with the mobile market still weighed down by the Covid-19 crisis. The main factors underlying performance in Italy during the third quarter were as follows:

- iliad Italia recorded a very high number of net adds despite ongoing targeted and very aggressively-priced offerings launched by competitors and the market's lower churn rate since late February, when the government introduced its initial restrictions to curb the spread of Covid-19. With 580,000 net adds in the third quarter of 2020, **the Group had over 6.8 million subscribers in Italy** at end-September 2020. Since launching its mobile operations in Italy in late May 2018, the Group has won **almost 9% of the Italian market**.
- The Group continued to roll out its mobile network during the quarter, deploying some 770 new sites and reaching a total of **nearly 4,780 active sites and 6,640 equipped sites** at September 30. At end-October, iliad Italia had already met its objective of having **over 5,000 active sites** by the end of 2020.

Acquisition of Play

On September 21, 2020, the Strategy Committee of HoldCo and the Board of Directors of iliad approved the launch of a public tender offer for all of the shares making up the capital of the Polish telecom operator, Play, for a cash amount of PLN 39 per share (representing a total of c. €2.2 billion for 100% of the share capital and an enterprise value of c €3.5 billion). In parallel, iliad has signed a binding agreement to purchase a 40% controlling interest from Play's two reference shareholders for the same unit price (i.e., PLN 39 per share), which will give iliad the majority of seats on Play's Board of Directors.

5G frequencies

On October 1, 2020, following the end of the principal phase of the 5G spectrum auction carried out in France, the Group was allocated two blocks of 10 MHz for a total price of €252 million, to be paid over four years. This is in addition to the 50 MHz block obtained by the Group after making the commitments specified by ARCEP, in return for a payment of €350 million spread over 15 years. Moreover, from 2021, the Group will extend its spectrum in the 900 MHz frequency band (+2.6 MHz symmetrical) and in the 2.1 GHz frequency band (+9.8 MHz symmetrical).

Group objectives

As well as the human impact, the coronavirus pandemic has generated an economic slowdown in certain regions. The social and financial impacts for the Group are currently limited but the pandemic could affect iliad and its objectives, as is the case for all companies in the telecommunications sector. Possible impacts include the shortage of certain electronic components and a slower rollout of the Group's Fixed and Mobile networks.

France

- B2C
    - Fixed:
        - Achieve a 25% share of the Broadband and Ultra-Fast Broadband market in the long term.
        - Have 2.8 million Fiber subscribers by end-2020 and more than 5 million by 2024.
        - Have 22 million connectible Fiber sockets by end-2022 and around 30 million by end-2024.
    - Mobile:
        - Have more than 80% of the subscriber base signed up to the Free Mobile Unlimited 4G Plan[7] by 2024.
        - Have over 25,000 sites by 2024.
        - Achieve a 25% share of the mobile market in the long term.
    - Financial targets:
        - EBITDAaL margin in France (excluding B2B and sales of devices) of over 40% in 2020.
        - In view of the increase in Fiber subscriptions, achieve an EBITDAaL less capex figure in France (excluding B2B activities) of more than €700 million in 2020.
        - Achieve an EBITDAaL less capex figure in France (excluding B2B activities) of approximately €900 million in 2021.
- B2B
    - Obtain a B2B market share of around 4% to 5% by 2024.
    - Generate B2B revenues of between €400 million and €500 million in 2024.

Italy

- Have over 5,000 active sites by end-2020.
- Based on this target number of active sites, we expect EBITDAaL losses to be lower in 2020 than in 2019.
- Have rolled out between 10,000 and 12,000 sites by end-2024.
- Achieve EBITDAaL break-even with a market share of less than 10%.
- Generate €1.5 billion in revenues in Italy in the long term.

Glossary

Alternative operator: An operator that entered the market subsequent to the incumbent State operator losing its monopoly.

Broadband and Ultra-Fast Broadband ARPU: Includes revenues from the flat-rate package and value added services but excludes one-time revenues (e.g., fees for switching from one offer to another or

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7 50/100 GB for non-Freebox subscribers

cancellation fees), divided by the total number of Broadband and Ultra-Fast Broadband subscribers invoiced for the last month of the quarter.

Broadband and Ultra-Fast Broadband subscribers: Subscribers who have signed up for the Group's ADSL, VDSL or Fiber offerings.

Connectible FTTH socket: A socket for which the link between the shared access point and the optical splitter has been put in place by the building operator, which the Group can access in accordance with its co-financing commitments, and for which the connection to the Group's network has been completed or is in progress.

EBITDAaL: Profit from ordinary activities before depreciation, amortization and impairment of property, plant and equipment and intangible assets, and the impact of share-based payment expense.

FTTH (*fiber-to-the-home*): Data delivery technology that directly connects subscribers' homes to an optical node (ON).

Leverage ratio: Represents the ratio between net debt (short- and long-term financial liabilities less cash and cash equivalents) and EBITDAaL.

Mobile ARPU invoiced to subscribers: Includes revenues invoiced to subscribers divided by the total number of Mobile subscribers during the period.

Net adds: Represents the difference between total subscribers at the end of two different periods.

Revenues invoiced to subscribers: Revenues generated from services invoiced directly to subscribers (services included in subscribers' mobile plans as well as additional services).

Services revenues: Revenues excluding sales of devices.

Total mobile subscribers – France: Represents, at the end of a period, the total number of subscribers, identified by their telephone lines, who have subscribed to a Free mobile offering, excluding those recorded as having requested the termination of their subscription.

Total mobile subscribers – Italy: Represents, at the end of a period, the total number of subscribers, identified by their telephone lines, who have subscribed to an iliad Italia mobile offering and who have issued or received at least one communication during the preceding three months.

Press release dated 23 October 2020

The iliad Group (France and Italy) and Cellnex extend their strategic partnership to Poland

A move that will finance the rollout of play's fixed network in Poland and accelerate the rollouts of its 4G/Gg networks

Play expected to receive €804 million*

The iliad Group ("**iliad**") has extended its strategic partnership with Cellnex to cover Play's mobile telecommunications passive infrastructure in Poland. This partnership fits seamlessly with the passive infrastructure sale process announced by Play's management team and its current shareholders.

iliad has entered into an agreement with Cellnex to sell 60% of the company that will manage Play's mobile telecommunications passive infrastructure, covering some 7,000 sites. The agreement will be transferred to Play when iliad acquires control of Play. The amount expected to be received by Play is around €804 million[*].

The strategic interest of the partnership is twofold. First, it will strengthen the investment capacity of Play, which is entering a new business development cycle, with (i) the deployment and purchase of 5G frequencies, (ii) the densification of its mobile network to accompany growth in usages, and (iii) a planned entry into the fixed market.

Second, the partnership will enable Play to keep full control of its network while facilitating a smooth infrastructure rollout. Consequently, it meets the following two goals:

- Ensuring that Play retains its independence for managing the active components of its networks.
- Increasing the sharing of passive infrastructure between telecommunications operators at a time when a balance has to be struck between the need for denser infrastructure and controlling the environmental footprint of networks.

As a future new shareholder of Play, iliad intends to launch a program to build around 5,000 sites in order to meet the growing need for connectivity for individuals and businesses in Poland. As part of the program agreements, the Group would undertake to build at least 1,500 of those sites in partnership with Cellnex, representing approximately €400 million* over the next ten years.

In the same way as iliad's takeover of Play, the partnership agreement is subject to the standard regulatory conditions for this type of transaction (i.e. clearance from the relevant anti-trust authorities). The deal could close during the first half of 2021 once this clearance has been obtained.

In application of Commission Implementing Regulation (EU) 2016/1055 of 29 June 2016 laying down implementing technical standards with regard to the technical means for appropriate public disclosure of inside information and for delaying the public disclosure of inside information in accordance with Regulation (EU) No 596/2014 of the European Parliament and of the Council, this press release may contain inside information and was communicated to iliad's professional information provider on October 23, 2020 at 7:00 am. (Paris time).

[*] Based on a EUR/PLN exchange rate of 4.58

Press release dated 1 October 2020

5G: iliad awarded 70 MHz of spectrum in the 3.4 - 3.8 GHz band

The iliad Group is about to increase its spectrum portfolio, having been awarded 70 MHz of 3.4 - 3.8 GHz frequencies, i.e. 23% of the spectrum available in the auction that ended today.

The Group has been awarded two blocks of 10 MHz for a total price of €252 million, to be paid over four years. This is in addition to the 50 MHz block obtained by the Group after making the commitments specified by ARCEP, in return for a payment of €350 million spread over 15 years.

This investment, made possible by the iliad Group's solid financial position, will enable the Group to maintain its growth in the French mobile market by launching soon 5G services for its 13.4 million subscribers in the near future.

In addition, from 2021, the Group reminds that it will extend its spectrum in the 900 MHz frequency band (+2.6 MHz symmetrical) and in the 2.1 GHz frequency band (+9.8 MHz symmetrical).

Press release dated 21 September 2020

iliad announces its intention to acquire the Polish telecom operator, Play

• Launch of a public tender offer for Play – the leader in the Polish mobile market, with 15 million subscribers – and purchase secured of a 40% controlling interest from Play's two reference shareholders.

• iliad and Play share a similar success story as the most recent entrants in the mobile market in three major European countries. Together, they have 41 million subscribers in France, Poland and Italy. iliad will be the best industrial partner to accompany Play's growth in the mobile market and optimize its entry into the fixed market.

• A business combination that is in the best interests of iliad's shareholders: a unique opportunity to enter a major market that is still growing while generating an accretive effect on the Group's EPS and FCF per share as from the very first year.

• The acquisition will be financed by debt and cash. The transaction is underpinned by iliad's financial strength and will reinforce its growth profile and cash-flow generation.

1. Launch of a public tender offer for Play and purchase secured of a 40% controlling interest from Play's two reference shareholders

The Strategy Committee of HoldCo and the Board of Directors of iliad have approved the launch of a public tender offer for all of the shares making up the capital of the Polish telecom operator, Play, for a cash amount of PLN 39 per share (representing a total of c. €2.2 billion for 100% of the share capital and an enterprise value of c. €3.5 billion). iliad has signed a binding agreement to purchase a 40% controlling interest from Play's two reference shareholders for the same unit price (i.e. PLN 39 per share), which will give iliad the majority of seats on Play's Board of Directors.

At PLN 39 per share, the offer represents:

- A premium of 38.8% over the most recent closing share price

- A premium of 44.7% over the volume-weighted average share price for the last 7 days

- A premium of 32.9% over the volume-weighted average share price for the last 30 days

The deal remains subject to obtaining clearance from the relevant regulatory authorities and notification of the planned acquisition will be submitted to the European Commission.

Draft timeline for the public tender offer

Filing of the offer: September 21, 2020

Start of subscription period: October 19, 2020

End of subscription period: November 17, 2020

Settlement – delivery date: November 25, 2020

2. Play – a growing, innovative and profitable telco that is a perfect strategic fit with iliad

• **Like iliad, Play has seen exceptional growth over the past 15 years**. It is the most recent entrant in the Polish mobile telephony market, having entered in 2007, and today it has 15 million subscribers and a 29% market share, making it the leading mobile telephony operator in Poland. Play currently employs some 2,800 people.

• **Our two groups have a lot in common**: we have both been game-changers in our markets and have opened up mobile usages by proposing offerings accessible to everyone. Over the years, iliad and Play have developed the same culture of growth and agility. Both groups now have powerful brands that are highly respected in their countries and convey the values of innovation, simplicity and value for money.

• **Play, a profitable player on a growth trajectory**. Over the last 12 months, Play generated €1.6 billion in revenues (up 2.0% year on year at constant exchange rates), €523 million in EBITDAaL (32.1% margin), €359 million in OpFCF (22.0% margin) and €269 million in FCF (before its dividend payment).

• **iliad – an industrial partner to help drive Play's growth**. iliad's expertise and experience will help Play grow in the mobile market and facilitate its entry into the fixed market. iliad will also help accelerate the digital distribution of Play's offerings. All of these developments will be carried out drawing on the skills of Play's management teams.

3. A business combination that is in the best interests of both iliad's and Play's shareholders

For iliad's shareholders

• For iliad, the acquisition represents a unique opportunity for growth and for entering the Polish telecom market. With 38 million inhabitants, Poland is central Europe's largest market. It is the sixth-largest economy in the European Union and has seen steady growth for 28 years; per capita GDP has risen 6% on average per year over the last twenty years.

• Through this acquisition, iliad will cement its position as a pan-European telecom player, operating in three of Europe's largest telecom markets: France, Italy, and now Poland. All three of these countries are in distinct stages of expansion and have clear growth prospects.

• The acquisition will be accretive for iliad's shareholders in terms of both EPS and FCF per share as from the very first year.

For Play's shareholders

• The tender offer will give Play's shareholders the opportunity of receiving PLN 39 per share, representing a 38.8% premium over Play's most recent closing share price and a 32.9% premium over the volume-weighted average share price for the last thirty days. This premium is notably justified by Play's intrinsic quality and the value of its mobile passive infrastructure.

• The offer gives Play enterprise value multiples (on a last-twelve-months basis) of 6.8x EBITDAaL and 9.9x OpFCF before taking into account the synergies generated by integrating Play into the iliad Group.

4. iliad and Play – two groups with solid financials

This growth transaction is underpinned by the iliad Group's financial strength. iliad's leverage ratio would increase from 2.2x at end-June 2020 to 3.2.x on a pro forma basis, but the Group intends to gradually deleverage following the acquisition. In addition, iliad will continue the process launched by Play's existing management and shareholders of spinning off and selling its passive infrastructure.

iliad's projected acquisition of Play will be financed by debt and available cash, with acquisition financing already secured with a pool of international banks.

In view of Play's profitability and the financing conditions underlying the acquisition, the deal will be accretive for iliad's EPS and FCF per share as from the first year. It will therefore enable iliad to maintain its financial and strategic flexibility, a reasonable leverage ratio and its dividend policy.

Thomas Reynaud, iliad's Chief Executive Officer, said: "This excellent alliance constitutes a new growth driver for the iliad Group and gives it access to one of Europe's high-potential telecom markets. Pooling the expertise of Play's and iliad's teams will reinforce the iliad Group's fundamentals through a combination of growth and innovation. The transaction will make iliad the sixth-largest telecom operator in Europe. Fully committed to implementing its Odyssey 2024 Plan, iliad is a solid group that is pursuing its expansion with confidence."

Jean-Marc Harion, the Chairman of Play's Management Board, said: "This alliance with the iliad Group marks an important chapter in Play's history, as it will accelerate its business development in fixed services. Play and iliad share the same values and overall corporate vision. Our Board of Directors has unanimously approved the deal, firmly convinced of its strategic fit and value creation potential for Play's shareholders."

In application of Commission Implementing Regulation (EU) 2016/1055 of 29 June 2016 laying down implementing technical standards with regard to the technical means for appropriate public disclosure of inside information and for delaying the public disclosure of inside information in accordance with Regulation (EU) No 596/2014 of the European Parliament and of the Council, this press release may contain inside information and was communicated to iliad's professional information provider on September 21, 2020 at 7:00 am. (Paris time).

Additional information

Administrative, Management and Supervisory Bodies:

At the Annual General Meeting held on 27 July 2020, Cyril Poidatz and Thomas Reynaud were renewed as independent directors for a four-year term and Céline Lazorthes and Jacques Veyrat were elected as independent directors for a four-year term.

To the knowledge of the Issuer, there are no potential conflicts of interest between any duties owed by the members of the Board of Directors to the Issuer and their private interests and/or other duties.

Share capital:

The share capital of the Issuer amounted to €14,828,418.75 as at 31 January 2021.

Long- term financial liabilities:

The long-term financial liabilities (*passifs financiers non courants*) amounted to €7,225,000,000 as at 15 January 2021.

SUBSCRIPTION AND SALE

Subscription Agreement

Banco de Sabadell, S.A., Bayerische Landesbank, BNP Paribas, Crédit Agricole Corporate and Investment Bank, Crédit Industriel et Commercial S.A., ING Bank N.V., Belgian Branch, J.P. Morgan AG, La Banque Postale, Landesbank Hessen-Thüringen Girozentrale, Natixis, SMBC Nikko Capital Markets Europe GmbH, Société Générale and UniCredit Bank AG (the "**Joint Lead Managers**") have, pursuant to a Subscription Agreement dated 9 February 2021 (the "**Subscription Agreement**"), jointly and severally agreed with the Issuer, subject to the satisfaction of certain conditions, to subscribe for the 2024 Bonds at an issue price equal to 99.844 per cent. of the principal amount of the 2024 Bonds, less any applicable commission and for the 2028 Bonds at an issue price equal to 99.838 per cent. of the principal amount of the 2028 Bonds, less any applicable commission. In addition, the Issuer will pay certain costs incurred by it and the Joint Lead Managers in connection with the issue of the Bonds.

The Joint Lead Managers are entitled to terminate the Subscription Agreement in certain limited circumstances prior to the issue of the Bonds. The Issuer has agreed to indemnify the Joint Lead Managers against certain liabilities in connection with the offer and sale of the Bonds.

General Selling Restrictions

Each Joint Lead Manager has agreed to observe all applicable laws and regulations in each jurisdiction in or from which it may acquire, offer, sell or deliver Bonds or have in its possession or distribute this Prospectus or any other offering material relating to the Bonds. No action has been, or will be, taken in any country or jurisdiction that would permit an offer of the Bonds to any retail investor, or the possession or distribution of this Prospectus or any other offering material relating to the Bonds, in any country or jurisdiction where action for that purpose is required. Accordingly, the Bonds may not be offered or sold, directly or indirectly, and neither this Prospectus nor any circular, prospectus, form of application, advertisement or other offering material relating to the Bonds may 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 and all offers and sales of Bonds by it will be made on the same terms.

Prohibition of Sales to EEA Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Bonds to any retail investor in the EEA.

For the purposes of this provision:

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

   (i) a retail client as defined in point (11) of Article 4(1) of MiFID II;

   (ii) a customer within the meaning of the IDD, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

   (iii) not a qualified investor as defined in the Prospectus Regulation.

b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Bonds to be offered so as to enable an investor to decide to purchase or subscribe the Bonds.

Prohibition of sales to UK Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Bonds to any retail investor in the UK.

For the purposes of this provision:

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

   (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of 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 the IDD, 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 domestic law by virtue of the EUWA; or

   (iii) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law by virtue of the EUWA.

b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Bonds to be offered so as to enable an investor to decide to purchase or subscribe the Bonds.

United Kingdom

Each Joint Lead Manager has represented and agreed that:

(i) 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 FSMA received by it in connection with the issue or sale of the Bonds in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Bonds in, from or otherwise involving the United Kingdom.

United States

The Bonds have not been and will not be registered under the Securities Act or the securities law of any U.S. state, and may not be offered or sold, directly or indirectly, in the United States of America or to, or for the account or benefit of, US persons 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 Bonds are being offered and sold only outside of the United States to non-U.S. persons in reliance upon an exemption from registration under the Securities Act pursuant to Regulation S.

Each Joint Lead Manager has represented and agreed that:

   (i) it has not offered or sold, and will not offer or sell, the Bonds (a) as part of their distribution at any time or (b) otherwise until 40 days after the later of the commencement of the offering and the issue date of the Bonds, within the United States or to, or for the account or benefit of, U.S. persons and,

   (ii) it will have sent to each distributor or dealer to which it sells Bonds during such 40 days' period a confirmation or other notice setting forth the restrictions on offers and sales of the Bonds within the United States or to, or for the account or benefit of, U.S. persons.

Terms used in this paragraph and not otherwise defined in this Prospectus have the meanings given to them in Regulation S.

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

GENERAL INFORMATION

1. The Bonds have been accepted for clearance through Euroclear France, Clearstream and Euroclear.

   The International Securities Identification Number (ISIN) for the 2024 Bonds is FR0014001YE4. The Common Code number for the 2024 Bonds is 229838407.

   The International Securities Identification Number (ISIN) for the 2028 Bonds is FR0014001YB0. The Common Code number for the 2028 Bonds is 229836650.

2. The address of Euroclear France is 66, rue de la Victoire, 75009 Paris, France. The address of Euroclear is 1 boulevard du Roi Albert II, 1210 Bruxelles, Belgium and the address of Clearstream is 42 avenue John Fitzgerald Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg.

3. Application has been made to the Luxembourg Stock Exchange for the Bonds to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List.

4. The issue of the Bonds was authorised by resolutions of the Board of Directors (*Conseil d'administration*) of the Issuer dated 9 December 2020 and 4 February 2021.

5. Copies of:

   (i) the *statuts* of the Issuer;

   (ii) this Prospectus;

   (iii) the documents incorporated by reference in this Prospectus; and

   (iv) the Fiscal Agency Agreement.

   will be available for inspection during the usual business hours on any week day (except Saturdays and public holidays) at the registered office of the Issuer and, except in respect of the document mentioned in (iv) above, on the website of the Issuer (www.iliad.fr).

   The documents mentioned in (ii) and (iii) above are available on the website of the Issuer (www.iliad.fr) for a period of 10 years as from the date of this Prospectus.

   This Prospectus and the documents incorporated by reference in this Prospectus will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

6. Except as disclosed on pages 15 and 43 to 60 of this Prospectus, there has been no significant change in the financial position or financial performance of the Issuer or of the Group since 30 June 2020.

7. Except as disclosed on pages 15 to 17 and 43 to 60 of this Prospectus, there has been no material adverse change in the prospects of the Issuer since 31 December 2019.

8. Except as disclosed on pages 17 and 18 of this Prospectus, the Issuer is not involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), during the 12 months preceding the date of this Prospectus which may have, or have had in the recent past, significant effects on the Issuer or the Group's financial position or profitability.

9. The information in respect of Play in pages 43 and 44 of this Prospectus has been accurately reproduced and, as far as the Issuer is aware and is able to ascertain from information

published by Play, no facts have been omitted which would render the reproduced information inaccurate or misleading.

10. PricewaterhouseCoopers Audit and Deloitte & Associés are the statutory auditors of the Issuer. PricewaterhouseCoopers Audit and Deloitte & Associés have audited, and rendered unqualified audit reports on, the consolidated financial statements of the Issuer as at, and for the years ended, 31 December 2018 and 31 December 2019 and an unqualified limited review report for the half-year consolidated interim financial statements as of 30 June 2020. PricewaterhouseCoopers Audit and Deloitte & Associés are registered as *Commissaires aux Comptes* (members of the *Compagnie Nationale des Commissaires aux Comptes* and of the *Compagnie régionale des commissaires aux comptes de Versailles et du Centre*) and are regulated by the *Haut Conseil du Commissariat aux Comptes*.

11. The estimated costs for the admission to trading of the 2024 Bonds are €5,050. The estimated costs for the admission to trading of the 2028 Bonds are €8,250.

12. The yield in respect of the 2024 Bonds is 0.803 per cent. *per annum*, calculated on the basis of the issue price of the 2024 Bonds. It is not an indication of future yield.

    The yield in respect of the 2028 Bonds is 1.900 per cent. *per annum*, calculated on the basis of the issue price of the 2028 Bonds. It is not an indication of future yield.

13. Save for any fees payable to the Joint Lead Managers as referred to in "Subscription and Sale" and save for the financing of the Acquisition (as defined in the section headed "Recent Developments" above) in which certain Joint Lead Managers took part, as far as the Issuer is aware, no person involved in the offer of the Bonds has an interest material to the issue.

14. The website of the Issuer is www.iliad.fr. The information on such website does not form part of this Prospectus and has not been scrutinized or approved by the competent authority, except where that information has been incorporated by reference into this Prospectus.

15. The legal entity identifier (LEI) of the Issuer is 969500FZ9BTRZS3JNB97.

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